



CITY OF WOOD DALE

NEXT ORDINANCE NUMBER: O-21- 010

NEXT RESOLUTION NUMBER: R-21- 21

PUBLIC NOTICE OF CITY COUNCIL MEETING

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, MAY 20, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

REVISED AGENDA

CITY OF WOOD DALE, ILLINOIS
REGULAR CITY COUNCIL MEETING
MAY 20, 2021

I. CALL TO ORDER

II. ROLL CALL

Mayor Pulice

Alderman Ames

Alderman Catalano

Alderman Curiale

Alderman Jakab

Alderman Messina

Alderman Sorrentino

Alderman Susmarski

Alderman Woods

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. May 6, 2021 Regular City Council Meeting Minutes

V. COMMUNICATIONS AND PETITIONS

Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.

A. Citizens To Be Heard

B. Written Communiques of Citizens to Be Heard

VI. MAYOR'S REPORT

A. Proclamation Supporting the Restoration of the Local Government Distributive Fund (LGDF)

B. Committee Appointments

- i. BUILDING CODE BOARD OF APPEALS
 1. Appointment of Bob Olsen For a Five (5) Year Term Commencing On May 20, 2021 and Expiring On April 30, 2026
- ii. COMMUNITY DEVELOPMENT COMMISSION
 1. Reappointment of Richard Petersen For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 2. Reappointment of Tereasa A. Szatko For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 3. Appointment of Jay Babowice For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
- iii. STREETScape AND ECONOMIC ENHANCEMENT COMMITTEE
 1. Reappointment of Michael D. Melone For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 2. Appointment of Shashwat P. Baxi For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
- iv. WOOD DALE FOR A GREENER TOMORROW COMMITTEE
 1. Reappointment of Lynn A. Curiale For a Two (2) Year Term Commencing On May 20, 2021 and Expiring On April 30, 2023
 2. Appointment of George Porro For a Two (2) Year Term Commencing On May 20, 2021 and Expiring April 30, 2023
 3. Appointment of Zakir Quraishi For a One (1) Year Term Commencing On May 20, 2021 And Expiring April 30, 2022
- v. STORMWATER SUBCOMMITTEE OF THE WOOD DALE FOR A GREENER TOMORROW COMMITTEE
 1. Reappointment of Steve Krych For a Two (2) Year Term Commencing On May 20, 2021 and Expiring April 30, 2023
 2. Reappointment of Dolores Kopp For A Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 3. Reappointment of Warren R. Wawczak For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 4. **Appointment of Lynn A. Curiale For a One (1) Year Term Commencing On May 20, 2021 And Expiring April 30, 2022**

- vi. BOARD OF POLICE AND FIRE COMMISSIONERS
 - 1. Reappointment of Joseph C. Minard For a Three (3) Year Term Commencing On May 20, 2021 And Expiring April 30, 2024
- vii. POLICE PENSION BOARD
 - 1. Reappointment of Sandra L. Porch For a Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
- viii. CITIZEN INVOLVEMENT COMMITTEE
 - 1. Reappointment of Deborah Andonoplos For A Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 - 2. Reappointment of Paula Masilotti For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 3. Reappointment of Ryan Sauers For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 4. Reappointment of Pattie Scott For A Two (2) Year Term Commencing On May 20, 2021 And Expiring On April 30, 2023
 - 5. Reappointment of Anna Szostek For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 6. Reappointment of Edna Mangenello For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 7. Reappointment of Isaac Capistran For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 8. Appointment of Blanca Cruz For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023
 - 9. Appointment of John Abbate For a Two (2) Year Term Commencing On May 20, 2021 And Expiring April 30, 2023

VII. CITY MANAGER'S REPORT

VIII. CONSENT AGENDA

- A. Omnibus Vote
 - i. A Resolution Authorizing the City Of Wood Dale to Enter into an Agreement for Services from the CTS Group
 - ii. A Resolution Approving an Agreement between the City of Wood Dale and RJN Group for the FY 2022 Infiltration and Inflow Project in an Amount Not to Exceed \$119,890
 - iii. A Resolution Approving an Agreement between the City of Wood Dale and Concentric Integration for SCADA Support Services for FY 2022 in an Amount Not to Exceed \$23,820

- iv. A Resolution Approving an Agreement between the City of Wood Dale and Denler, Inc. for the Pavement Crack Sealing Program in an Amount Not to Exceed \$27,500

IX. COMMITTEE CHAIRMAN REPORTS

A. Planning, Zoning And Building Committee

- i. An Ordinance Amending the City's Sign Code Regulations in Chapter 13 of the City Code to Permit Off-Premises Signs (Billboards) in the City Limits

B. Public Health, Safety, Judiciary And Ethics Committee

C. Public Works Committee

- i. A Resolution Approving an Agreement between the City of Wood Dale and Williams Architects for the Public Works Facility Improvements in an Amount Not to Exceed \$962,500
- ii. A Resolution Approving an Agreement between the City of Wood Dale and FQC Construction Management for the Public Works Facility Improvements in an Amount Not to Exceed \$821,855
- iii. A Resolution Approving an Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40

D. Finance And Administration Committee

X. OTHER BUSINESS

A. Airport Noise Report

B. Stormwater Commission Report

XI. APPROVAL OF LIST OF BILLS

- i. List of Bills for May 20, 2021 - \$818,767.45

XII. EXECUTIVE SESSION

XIII. ITEMS TO BE REFERRED

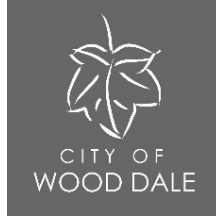
XIV. ITEMS FOR INFORMATION ONLY

XV. ADJOURNMENT

POSTED IN CITY HALL ON MAY 18, 2021 AT 4:00 PM

Lynn Curiale, City Clerk

BY: MAURA MONTALVO, DEPUTY CITY CLERK



CITY OF WOOD DALE

404 North Wood Dale Rd. • Wood Dale, Illinois • 60191

MINUTES OF THE **REGULAR CITY COUNCIL MEETING**
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS
IN THE CITY ADMINISTRATION BUILDING
May 6, 2021

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:30 p.m.

II. ROLL CALL

Upon roll call, the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods, Mayor Pulice

Absent: Alderman R. Wesley

Also Present: City Clerk Curiale, Treasurer Porch, City Manager Mermuys, Legal Counsel Bond, Police Chief Vesta, Finance Director Wilson, Public Works Director Lange, AICP/CD Director Cage, Management Analysis Buggy, Marketing & Special Events Paplauskas, Executive Administrative Assistant Janelle Silva, Aldermen-elect Ames and Curiale

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Alderman Woods made a motion, seconded by Alderman Sorrentino, to approve the Regular City Council Minutes of April 15, 2021. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS

i. *Citizens to be Heard*

Diane Gill addressed the Council with several inquiries and was directed to the proper Governmental Agencies to contact.

ii. *Written Communiqués of Citizens to Be Heard*

La Michoacana Supreme Ice Cream Shop expressed appreciation and thanks to the City of Wood Dale for helping their business with the Wood Dale Dollars Program.

Childs Voice thanked the City Council for the donation of a basket for the Child's Voice 2021 Golf Outing and silent auction. Support directly impacts students, their families, and our dedicated teachers and therapists.

VI. ADJOURNMENT OF THE 2019-2021 CITY COUNCIL FOR THE CITY OF WOOD DALE *SINE DIE*

On a motion by Alderman Susmarski, seconded by Alderman Jakab, to adjourn the 2019-2021 City Council for the City of Wood Dale *Sine Die*. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared the meeting adjourned at 7:40 pm.

CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS
IN THE CITY ADMINISTRATION BUILDING
NEW CITY COUNCIL MEETING
May 6, 2021

- I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:
Mayor Nunzio Pulice called the Regular City Council Meeting of the new City Council to order at 7:41 p.m.
- II. PLEDGE OF ALLEGIANCE
- III. INTRODUCTION OF CIRCUIT COURT JUDGE BELFORD:
Legal Counsel Bond introduced Associate Circuit Court Judge Belford, who swore in the Wood Dale Elected Officers after the 2021 Municipal Election. Attorney Bond briefly presented Judge Belford's credentials and thanked him for administering the Oaths of Office to the newly elected City Officials.
- IV. SWEARING/IN OF NEWLY ELECTED CITY OF WOOD DALE ELECTED OFFICIALS
Circuit Court Judge Belford administered the Oaths of Office to the newly elected City Officials, consisting of Alderman Ames, Alderman Catalano, Alderman Curiale and Alderman Jakab.
- V. RECESS:
On a motion by Alderman Woods, seconded by Alderman Sorrentino, to take a short recess for newly elected officials to have photos taken with Judge Belford. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared a short recess at 7:47 pm.
- VI. Meeting reconvened at 7:56 pm
- VII. ROLL CALL:
Upon roll call, the following were:

Present: Aldermen Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski, and Woods, along with Mayor Pulice

Absent: None

Also Present: City Clerk Curiale, Treasurer Porch, City Manager Mermuys, Legal Counsel Bond, Police Chief Vesta, Finance Director Wilson, Public Works Director Lange, AICP/CD Director Cage, Executive Administrative Assistant Janelle Silva, Management Analysis Buggy, Marketing & Special Events Paplauskas
Whereupon the Mayor declared a quorum present.

VIII. MAYOR'S REPORTi. *Arbor Day Proclamation*

Mayor Pulice proclaimed April 30, 2021 as Arbor Day in the City of Wood Dale and urged all to celebrate Arbor Day, and to support efforts to protect our trees and woodlands to gladden the heart and promote the well-being of this and future generations.

ii. The City has had a number of Residents calling regarding the Water Bills that just came out. As part of the new software change, Bills will be sent out within a few days of the meter reading versus the current practice of Billing a month behind. To accomplish this the City will need to eliminate the current one month lag. In order to do this the next 2 Bills residents will be receiving are for roughly 6 weeks worth of service, and not the usual one month service. Thus, the Bills will be higher due to the extended reading period, but then will return to normal.

iii. Mayor Pulice thanked Aldermen Eugene Wesley for having done a fine job serving the City for 16 years.

iv. COMMITTEE APPOINTMENTS**Streetscape and Economic Enhancements**

Chair: Alderman Jakab Vice Chair: Alderman Curiale

Wood Dale for a Greener Tomorrow and Stormwater

Chair: Alderman Catalano Vice Chair: Alderman Ames

Also on the Committee: City Clerk Curiale

Park District/City Joint Projects

Chair: Alderman Woods Vice Chair: Alderman Sorrentino

Special Events

Treasurer Porch, Alderman Messina and Alderman Woods

Administration and Finance

Chair: Alderman Catalano Vice Chair: Alderman Jakab

Planning, Zoning, and Building

Chair: Alderman Woods Vice Chair: Alderman Ames

Public Health, Safety, Judiciary, and Ethics

Chair: Alderman Susmarski Vice Chair: Alderman Sorrentino

Public Works

Chair: Alderman Messina Vice Chair: Alderman Curiale

Mayor Pro Tempore

Alderman Arthur Woods

IX. CITY MANAGER'S REPORT

i. City Manager Mermuys thanked Alderman Eugene Wesley and Alderman Roy Wesley on behalf of all City Staff for their years of service to the City of Wood Dale. City Manager Mermuys also welcomed both Aldermen Curiale and Alderman Ames to the Wood Dale team, and wished everyone the best of luck in their new roles.

Manager Mermuys presented a gift on behalf of all City Staff to Alderman Eugene Wesley and thanked him for all his years of service. Alderman Eugene Wesley expressed appreciation and thanked residents and the City for the honor of being able to represent and serve them for 16 years, and for all that the City has accomplished.

X. CONSENT AGENDA

A. Omnibus Vote

- i. *An Ordinance Amending Chapter 5, Article III, Section 5.305, of the Municipal Code of the City of Wood Dale to Increase the Number of Class "TG" Liquor Licenses Authorized for Issuance*
- ii. *A Resolution Approving an Agreement between the City of Wood Dale and Arrow Road Construction Co., for the FY 2022 Capital Road Program in an Amount Not to Exceed \$1,128,241.32*
- iii. *A Resolution Approving an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2022 Bulk Rock Salt Purchase in an Amount Not to Exceed \$84,375.20*

The Mayor questioned if there were any objections to the Consent Agenda. Hearing none and on a motion by Alderman Sorrentino, seconded by Alderman Susmarski, to approve the Consent Agenda. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried, approving the following:

- i. *An Ordinance Amending Chapter 5, Article III, Section 5.305, of the Municipal Code of the City of Wood Dale to Increase the Number of Class "TG" Liquor Licenses Authorized for Issuance*
- ii. *A Resolution Approving an Agreement between the City of Wood Dale and Arrow Road Construction Co., for the FY 2022 Capital Road Program in an Amount Not to Exceed \$1,128,241.32*
- iii. *A Resolution Approving an Agreement between the City of Wood Dale and Compass Minerals America, Inc. for the FY 2022 Bulk Rock Salt Purchase in an Amount Not to Exceed \$84,375.20*

On a motion by Alderman Sorrentino, seconded by Alderman Jakab, to approve the individual items on the Consent Agenda, including Items 1 through 3. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XI. COMMITTEE CHAIR REPORTS

A. **Planning, Zoning and Building Committee**

No Report

B. Public Health, Safety, Judiciary and Ethics Committee

No Report

C. Public Works Committee

No Report

D. Finance and Administration Committee

- i. *An Ordinance Amending the Municipal Code of the City of Wood Dale Administrative Adjudication Chapter 18, Article II, Section 18.207, to Authorize Injunctive Relief*

On a motion by Alderman Catalano, seconded by Alderman Jakab, to approve *An Ordinance Amending the Municipal Code of the City of Wood Dale Administrative Adjudication Chapter 18, Article II, Section 18.207, to Authorize Injunctive Relief*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XII. OTHER BUSINESS

A. Airport Noise Committee

No report

B. Stormwater Commission

Next phase of the Ward 2/3 Stormwater Project will start sometime in June

X. APPROVAL OF LIST OF BILLS: May 6, 2021 - - \$400,416.52

On a motion by Alderman Catalano, seconded by Alderman Susmarski, to approve the May 6, 2021 payment of the List of Bills, for the total amount of **\$400,416.52** for the following:

• General Fund	\$	274,466.64
• Road & Bridge Fund	\$	11,830.80
• Motor Fuel Tax Fund	\$	4,738.00
• Tourism Fund	\$	13,537.87
• Narcotics Fund	\$	-
• TIF District #1	\$	15,950.00
• TIF District #2	\$	-
• Capital Projects Fund	\$	23,265.51
• Land Acquisition Fund	\$	-
• Commuter Parking Lot Fund	\$	3,395.34
• Sanitation Fund	\$	-
• Water & Sewer Fund	\$	53,232.36
• CERF	\$	-
• Special Service Area Fund	\$	-

Total of all Funds: \$ **400,416.51**
Total Number of Checks: **101**

When the question was put a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski
and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XI. EXECUTIVE SESSION

On a motion by Alderman Woods, seconded by Alderman Susmarski, to adjourn the New Meeting of May 6, 2021 to go to Executive Session to discuss the Review of the Official Record [Pursuant to 5ILCS120/2(c)(21)], Land Disposition [Pursuant to 5ILCS120/2(c)(6)], and Collective Bargaining [Pursuant to 5ILCS120/2(c)(2)]. When the question was put, all Aldermen voted in the Affirmative.

XII. ITEMS TO BE REFERRED

None

XIII. ITEMS FOR INFORMATION ONLY

None

XIV. ADJOURNMENT

On a motion by Alderman Woods, seconded by Alderman Susmarski, to adjourn the New Meeting of May 6, 2021 to go to Executive Session to discuss the Review of the Official Record [Pursuant to 5ILCS120/2(c)(21)], Land Disposition [Pursuant to 5ILCS120/2(c)(6)], and Collective Bargaining [Pursuant to 5ILCS120/2(c)(2)]. When the question was put, all Aldermen voted in the Affirmative.

Whereupon the Mayor declared the meeting adjourned at 8:07 p.m.

City of Wood Dale
Proclamation Supporting the Restoration of LGDF

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure, and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account for between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LGDF reductions.

NOW, THEREFORE, I, Annunziato Pulice, Mayor of the City of Wood Dale, Illinois, do hereby urge the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

IN WITNESS WHEREOF, I have herunto set my hand and affixed the great seal of the City of Wood Dale at my office on this **20th day of May, 2021**.

Annunziato Pulice, Mayor

Attest: _____
Lynn Curiale, City Clerk



REQUEST FOR COUNCIL ACTION

Referred to Council:
Subject:
Staff Contact:
Department:

May 20, 2021
Police Department HVAC
Greg Vesta, Police Chief
Police

TITLE: A Resolution Authorizing the City Of Wood Dale to Enter into an Agreement for Services from the CTS Group

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 8-0

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION NO. R-21-21

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO AN AGREEMENT FOR SERVICES FROM THE CTS GROUP

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the CTS Group for the repair or replacement of the Police Department HVAC system; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of the CTS Group, the Mayor and the City Council find CTS Group is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of ____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of ____, 2021.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: FY 2022 Infiltration and Inflow Project
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and RJN Group for the FY 2022 Infiltration and Inflow Project in an Amount Not to Exceed \$119,890

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 8-0

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and RJN Group for the FY 2022 Infiltration and Inflow Project in an Amount Not to Exceed \$119,890.

BACKGROUND:

The City of Wood Dale has experienced some sanitary sewer overflows from the collection system during significant wet weather events in recent years caused by inflow of storm water into the sanitary collection system. In addition, the treatment of storm water through the wastewater treatment plant leads to higher operating costs as well as operational difficulties due to plant capacity. The City began the latest study area focusing on Ward 4 during the 2020 fiscal year has identified parts of the collection system that are in immediate need of repair. This agreement will cover the construction monitoring for the scope of work already identified from last year's study, and the design costs for work that will be identified this fiscal year. Additionally, RJN will provide assistance with the oversight and review of televising sections of sewer that are in very poor structural condition where the City does not possess the proper equipment to clean and televise.

ANALYSIS:

RJN Group has been providing this professional service to the City in a competent manner. \$100,000 has been budgeted within the CIP for design and construction engineering for this project.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ RJN Group Proposal

RESOLUTION NO. R-21-22

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND RJN GROUP FOR THE FY 2021 INFILTRATION/INFLOW PROJECT IN AN AMOUNT NOT TO EXCEED \$119,890

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **RJN Group** for the **Infiltration/Inflow Project**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **RJN Group**, the Mayor and the City Council find **RJN Group** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR
FY 2021-22 PROFESSIONAL ENGINEERING SERVICES FOR SANITARY
SEWER REHABILITATION (CCTV, DESIGN AND CONSTRUCTION)**

THIS AGREEMENT is entered into between the City of Wood Dale, a municipal corporation, hereinafter referred to as "the City", and RJN Group, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform engineering services in connection with the projects designated "Fiscal Year 2021-22 Professional Engineering Services – Sanitary Sewer Rehabilitation (CCTV, Design, Construction Supervision)".
2. Scope of Services. Consultant agrees to perform the services, identified on the proposal attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant shall perform all services and provide all work product required pursuant to this agreement as noted in the proposal.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on the payment schedule attached hereto, provided that the total amount of payment to Consultant shall not exceed \$119,890.00 without express written modification of the agreement signed by the City.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and state for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City up to the amount of this contract fee (for services) from loss or expense, including reasonable attorneys' fees to the extent caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the City's negligent acts, errors or omissions and those of the City's contractors, subcontractors or consultants or anyone from whom the City is legally liable, and arising from the project that is subject to this Agreement. In the event of joint or concurrent negligence of Consultant and City, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Consultant shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
8. Insurance. The Consultant shall secure and maintain in force throughout the duration of this contract the insurance requirements contained in the attached "City of Wood Dale Administrative Directive 05-07 Contractual Insurance Guidelines".
9. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this

agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The City reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Consultant.
 - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.
15. Notices. Notices to the City of Wood Dale shall be sent to the following address:

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

Notices to Consultant shall be sent to the following address:

RJN Group
200 West Front Street
Wheaton, Illinois 60187

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 20 _____.

City of Wood Dale

RJN Group, Inc.

By _____
Mayor

By Michael N. Young

Attest/Authenticated:

City Clerk



April 29, 2021

Mr. Alan Lange
Public Works Director
City of Wood Dale
720 North Central Avenue
Wood Dale, Illinois 60191

Subject: Proposal for Fiscal Year 2021-22 Professional Engineering Services – Sanitary Sewer Rehabilitation (CCTV, Design, Construction Supervision)

Dear Mr. Lange:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide Professional Engineering and Construction Services to assist the City of Wood Dale (City) with their sanitary sewer rehabilitation program and removal of Inflow/Infiltration (I/I).

Except for the sewer televising, the SSES has been completed in the residential area just north of Irving Park Road. Significant defects have been found during the SSES and the City is now entering its second year of a multi-year rehabilitation phase.

The services to be provided under this Contract are as follows:

- 2021 Sewer Cleaning and TV program (bid package and contract management)
- 2021 Sewer Rehabilitation Construction Supervision
- 2022 Sewer Rehabilitation Design

2021 Sewer Cleaning and TV program

The attached map shows the areas planned for remaining CCTV, and specifically the area for 2021. RJN will prepare a multi-year contract with private CCTV contractors to complete this work. The City had originally budgeted \$175,000 per year for three years, and after review, we have determined the City will only need 2 years to complete the cleaning and TV in this area with an annual budget of \$150,000. The proposal includes a bid package for the multi-year contract, and the CCTV Contract Management Services. It does not include the CCTV review in this Fiscal Year since the City collected enough CCTV of sewers in the past fiscal year for the 2022 Sewer Rehabilitation Design described hereinafter.

2021 Sewer Rehabilitation Construction Supervision

The design of the 2021 Rehabilitation Construction Contract is being completed under our Fiscal Year 2020-21 Contract.

The attached map shows the proposed rehabilitation area which includes a total of about 6,400 Linear Feet (LF) of sewers with approximately 3,950 LF of sewer through cured-in-place pipelining (CIPP), (7) point repairs, service lateral and mainline grouting as well as 20 T-liner installations.

The total construction price is estimated at approximately \$545,000.

2022 Sewer Rehabilitation Design

Per the City's Capital Investment Program, the total construction budget for 2022 is \$575,000. The 2022 Rehabilitation Design will be tailored to match this amount.

As a reference, the attached map shows a proposed area for 2022 Rehabilitation Design which includes about 7,200 Linear Feet (LF) of sewers with approximately 3,700 LF of sewer through cured-in-place pipelining (CIPP), (9) point repairs, service lateral and mainline grouting as well as 28 CIPP lateral liner installations.

Program Management & Clarity™

Overall management will also be provided. Hours for project management will be allocated in each task described hereinabove.

RJN will provide access to its online data hosting platform **Clarity™**, that includes status of data collection, access to data collected, field collected media for flow monitoring and construction activities.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The data collected as a part of this project will be critical in evaluating the Village's effluent piping system. RJN's internal quality control (QC) tools within in our in-house data management software, as well as our corporate training and QC processes in place will ensure that project will provide value for the Village.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of Wood Dale employees and customers is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training, temporary traffic control, OSHA 10-hour, fall protection, and many more. Every Health and Safety Plan (HASP) when completing any field work.

Price and Schedule Summary

This project will be invoiced on a Time and Material and Unit Price basis for a total not-to-exceed fee of **\$119,890** as described in the table below:

Task Description	FY21-22 Costs
Sewer Cleaning & TV Program	\$ 25,790
Rehabilitation Construction Services	\$ 51,600
Rehabilitation Design Services	\$ 34,600
Project Management Services	\$ 7,900
TOTAL	\$ 119,890

The project is expected to be completed by April 30, 2022 based on a Notice to Proceed by June 1, 2021. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

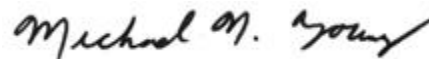
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Map

We are looking forward to the opportunity to work with the City of Wood Dale on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Yann at 847.899.8723 if you would like to discuss this proposal or have any questions.

Sincerely,



Yann Gallin
Senior Project Manager



Michael Young, PE
Senior Vice President



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the Fiscal Year 2021-22 Professional Engineering Services – Sanitary Sewer Rehabilitation for the City of Wood Dale.

A. Project Kickoff:

1. Conduct a virtual or in-person kickoff meeting with City staff to discuss the project.
2. Discuss logistics of site visit and schedule.

B. 2021 Sewer Cleaning and TV program:

1. 2021 Sewer Cleaning & Televising Bid Package:
 - a. Develop a bidding package for a 2-year sewer cleaning and televising program for approval by the City including:
 - i. Cleaning and televising exhibits.
 - ii. Cleaning and televising schedule
 - iii. Contract Front End Documents and detailed Specifications
 - b. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
 - c. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
 - d. Perform a quality control/quality assurance review on final plans and specifications.
 - e. Have senior design P.E. provide an overall review and engineering stamp for the bid package.
 - f. Submit a PDF of the final bid package to the Village.
 - g. Bidding Assistance:
 - i. Post to on-line bidding service (if bidding not handled by City),
 - ii. Send advertisement to expected bidders,
 - iii. Prepare Addenda,
 - iv. Respond to Contractors' questions,
 - v. Prepare bid tabulation and letter of recommendation.
 - h. Provide project management for the duration of the program and attend up to two in-person meetings or video conferences with City staff.
2. 2021 Sewer Cleaning & Televising Oversight & Contract Management:
 - a. Pre-inspection Assistance:
 - i. Attend pre-inspection meeting. Prepare and distribute meeting minutes.
 - ii. Provide a cursory review of the Contractor's televising videos and reports.
 - iii. Provide Contractor with hardcopy inspection maps and a digital PDF for each area selected for inspection.

- b. RJN will provide part-time inspection observation and management for the duration of the project. RJN proposes to be on-site part-time and will spend approximately (8) hours per week performing on-site inspection observation while the Contractor is working. Based on an estimated four-to-five-week cleaning & televising period, we are projecting a total of 35 hours of on-site inspection observation.
- c. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed.
- d. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
- e. Provide periodic inspection of traffic control measures.
- f. Inspect easement areas before and after work is completed to ensure no damage is done to public or private property.
- g. RJN will submit weekly project updates to the Village.
- h. RJN will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the contract and that all submittals are organized and complete.
- i. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
- j. Provide project management for the duration of the project and attend meetings as needed with City staff.
- k. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the City's GIS.

C. 2021 Sewer Rehabilitation Construction Supervision:

- 1. Pre-Construction Assistance:
 - a. Prepare Contract Documents for execution by Village and Contractor. Review Contractor's insurance documents.
 - b. Coordinate and attend in-person or video conference preconstruction meeting. Prepare and distribute meeting minutes.
 - c. Review Contractor's shop drawings, insurance documents, liner thickness calculations, bypass pumping plans, traffic control plans, erosion control plans, pre-construction surface videos and construction phasing.
- 2. Ensure that the Contractor provides notification to the residents and/or businesses of impacts to sewer and water service, need for backyard access. Assist the City with contacting property owners impacted by the construction.
- 3. Provide a combination of full and part-time construction observation for the duration of the project. RJN proposes to be on-site full time when the point repairs are completed. Part-time observation will be provided for sewer rehabilitation and restoration. Part-time supervision will be approximately four hours per day, when the Contractor is onsite and working. This proposal is based on providing 240 hours of full and part-time construction observation services.

4. Provide documentation of the construction activities, including maintaining a daily project journal and taking digital photographs of all phases of the project and taking measurements for all quantities installed. RJN will submit weekly project updates to the City.
5. Provide regular inspection of erosion control and periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
6. Provide final walk through, preparation of punch list, and final inspection.
7. Review Contractor's pre and post videos of the sewer rehabilitation. Notify the City when post-construction videos are acceptable, and these bid items are ready for payment.
8. Prepare a set of final construction drawings in ArcGIS and pdf formats. RJN will prepare and provide record drawings from the contractor's as-built plans. RJN will also provide a GIS layer update of the rehabbed sewer work at each location.
9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
10. Provide general project management throughout the duration of the project.

D. 2022 Sewer Rehabilitation Design:

1. Prepare for and attend a kick-off design meeting or video conference.
2. Review rehabilitation recommendations to confirm work to be completed.
3. We will design up to nine (9) point repairs. For point repairs, identify traffic control and surface rehabilitation needs during construction. Request design-stage J.U.L.I.E. locates and identify potential utility conflicts.
4. Prepare detailed schedules and design details for recommended Cleaning & Televising, CIPP rehabilitation, mainline and lateral grouting, point repairs, sewer replacement and lateral lining.
 - a. General lining, cleaning and televising, mainline and lateral grouting, and lateral lining exhibits.
 - b. Point repair and sewer replacement design sheets (GIS Exhibits)
 - c. Rehabilitation schedules
 - d. Project and City specific details
5. Prepare Contract Front End Documents and detailed Specifications:
 - a. Utilize City Front End Contract Documents with only project specific modifications.
 - b. Prepare detailed project Specifications.
6. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
7. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
8. Perform a quality control/quality assurance review on final plans and specifications.
9. Prepare bid package with plans, front-end documents, and specifications. Submit a pdf of the final bid package to the City with full size set of the final plans.

10. Have senior design P.E. provide an overall review and engineering stamp for the bid package. Submit a PDF of the final bid package to the Village.
11. Bidding Assistance:
 - a. Post to on-line bidding service (if bidding not handled by City)
 - b. Send advertisement to expected bidders
 - c. Prepare Addenda
 - d. Respond to Contractors' questions
 - e. Prepare bid tabulation and letter of recommendation
12. Provide project management for the duration of the design project and attend up to two in-person meetings or video conferences with City staff.

Items Requested from the Village

1. Village Front End Contract and Proposal Documents in MS Word format.
2. Village to provide review and comment on prepared bidding documents including any project specific modifications for this project.
3. Coordination with RJN in answering bid-related questions in formal addenda.
4. Assist RJN to access backyards.
5. Mailing of City notifications to residents (if necessary).



EXHIBIT B

PRICING

Pricing for the Fiscal Year 2021-22 Professional Engineering Services project is as follows.

Pricing Terms for Invoicing: Time and Material

Not-To-Exceed Total Cost: \$119,890

Below are the Summary of Engineering Services Fees:

Task Description	Total Cost
Sewer Cleaning & TV Program	
CCTV program development	\$ 2,500
Bidding documents preparation	\$ 5,400
Cost Opinions	\$ 1,700
QA/QC Check	\$ 1,290
Bidding Services	\$ 2,500
Pre-inspection Meeting, Agenda, Minutes	\$ 1,400
Onsite Observations & Contract Management	\$ 6,500
Contract Administration (Pay requests, Project closeout, etc.)	\$ 2,800
Mapping updates & GIS deliverables	\$ 1,700
Subtotal	\$ 25,790
Rehabilitation Construction Services	
Pre-construction Assistance	\$ 3,100
Resident Engineering and Inspection Services	\$ 36,200
Review of Pre- and Post Point Repair TV	\$ 4,200
Construction Documentation and Communication	\$ 8,100
Subtotal	\$ 51,600
Rehabilitation Design Services	
Rehabilitation Design Program Development	\$ 3,200
Contract Plans and Exhibits	\$ 16,800
Contract Specifications	\$ 6,700
Cost Opinions	\$ 2,400
QA/QC Check	\$ 1,700
Bidding Services	\$ 3,800
Subtotal	\$ 34,600
Project Management Services	
	\$ 7,900
Subtotal	\$ 7,900
TOTAL	\$ 119,890

Hourly Rate Schedule

Classification		2020 Rates*
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$175.00
CM	Construction Manager	\$160.00
SPE	Senior Project Engineer	\$145.00
PE	Project Engineer	\$130.00
CO	Construction Observer	\$120.00
EI	Engineer Intern	\$110.00
GSS	GIS Specialist	\$110.00
SDA	Senior Data Analyst	\$110.00
GIS	GIS Analyst	\$100.00
FM	Field Manager	\$95.00
DA	Data Analyst	\$85.00
FS	Field Supervisor	\$85.00
FT	Field Technician	\$75.00
AS	Administrative Support	\$80.00

Notes

- The Hourly Rate Schedule is valid until April 30, 2022. Following that date, rates may be subject to a 3% annual increase.
- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

Contract Option

This contract can be amended to include additional work upon joint approval by the Village and RJN.



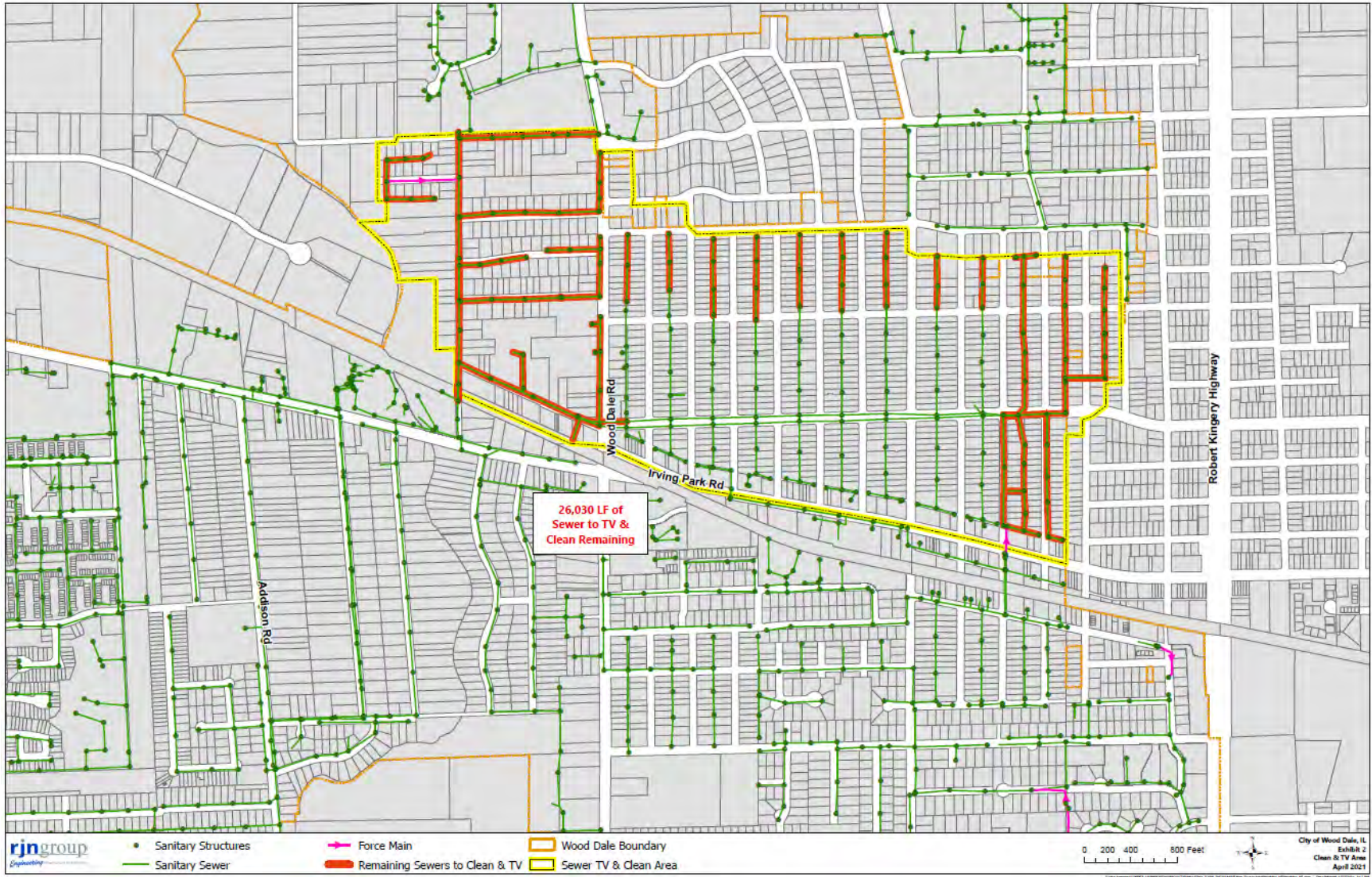
EXHIBIT C PROPOSED SCHEDULE

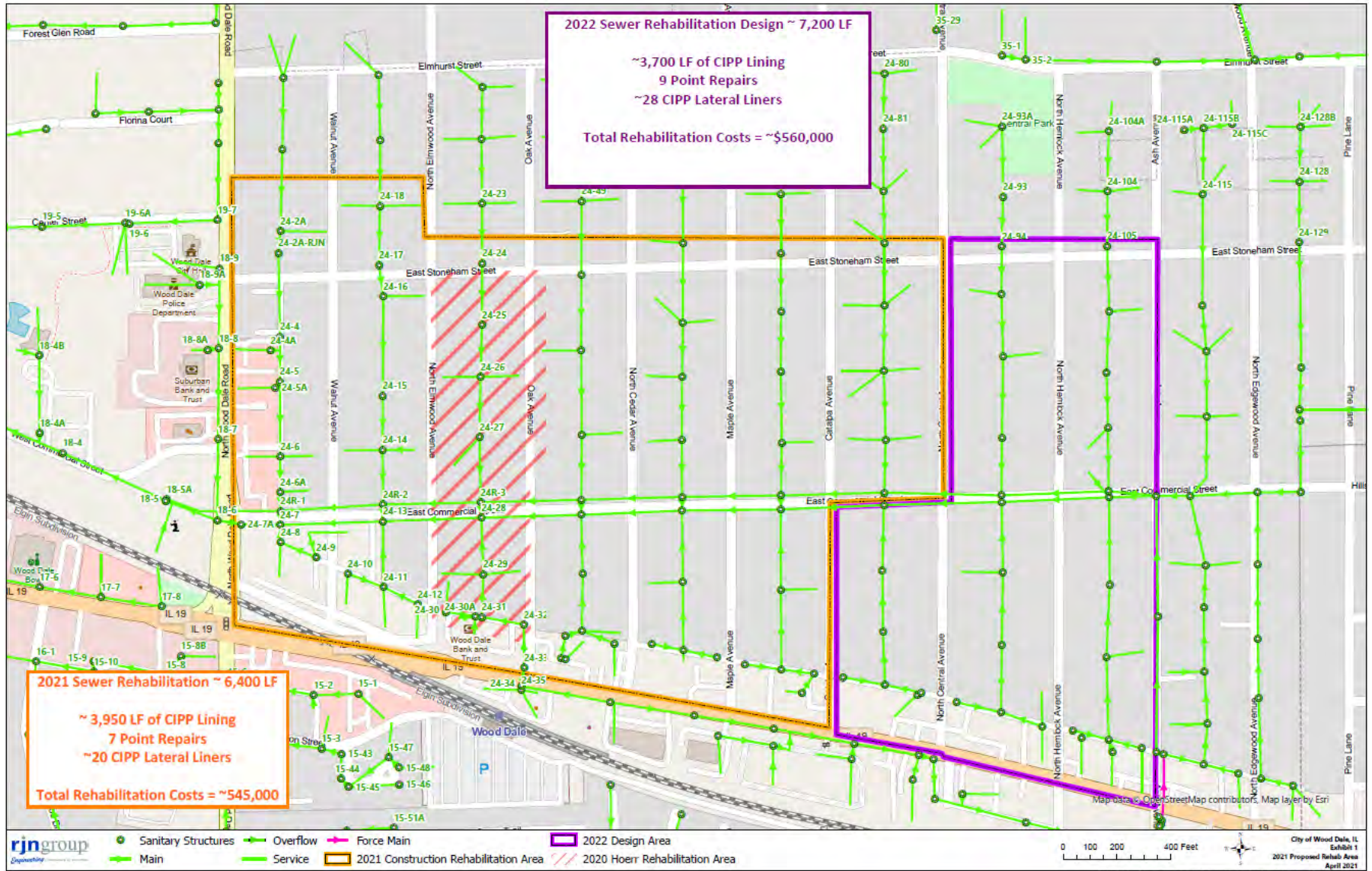
RJN is prepared to start work immediately upon an Agreement. The schedule for this project is summarized as follows:

Task	Timeline
2021 Clean and TV program	The CCTV work is expected to be completed in 2021. The bid package shall be completed by August 31, 2021 .
2021 Sewer Rehabilitation Construction Supervision	Construction is expected to start in Summer/Fall 2021 and the schedule will be controlled by the Contractor.
2022 Sewer Rehabilitation Design	The design bid package shall be completed by April 30, 2022 .



EXHIBIT D PROJECT MAPS







REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: SCADA Support Agreement
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and Concentric Integration for SCADA Support Services for FY 2022 in an Amount Not to Exceed \$23,820

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 8-0

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and Concentric Integration for SCADA Support Services for FY 2022 in an Amount Not to Exceed \$23,820.

BACKGROUND:

The City completed an upgrade of its SCADA servers for both the water and wastewater systems in FY 2021. The City uses this system to monitor the health and performance of its water distribution and wastewater collection systems and alert staff to any emergency situations. Now that the upgrade is complete, Concentric Integration who performed the SCADA improvements will assist with providing proactive maintenance and project management for the system. This includes periodic testing, maintenance, and software upgrades, third party support renewals, and budget planning and cost preparation.

ANALYSIS:

Staff budgeted \$57,000 for contractual maintenance of the distribution system in FY 2022. This includes contractual repair of hydrants, generators, booster pumps, etc. which are handled mostly by in-house staff. This also includes break-fix repair of the SCADA network which is not included in this agreement however are covered by time and materials services as specified in this document. It is anticipated that more proactive maintenance will eliminate some of the continuing necessary repairs.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Concentric Integration Proposal

RESOLUTION NO. R-21-23

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND CONCENTRIC INTEGRATION FOR SCADA SUPPORT SERVICES FOR FY 2022 IN AN AMOUNT NOT TO EXCEED \$23,820

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **CONCENTRIC INTEGRATION** for the **SCADA SUPPORT SERVICES**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **CONCENTRIC INTEGRATION**, the Mayor and the City Council find **CONCENTRIC INTEGRATION** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



Support Services Agreement 2021-2022

Customer: City of Wood Dale, IL

Concentric Job Number: 210577.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the “Services” indicated below and in agreement with the Terms & Conditions and Service Definitions.

Services & Fees

- Fixed Fee Services indicates a fixed scope as described in the attached Service Definitions. Since the scope is negotiated upfront, we are able to establish this price at the beginning of the contract.
- Time and Material (T&M) Services denotes a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and are approved by a responsible representative of the Customer. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed on the basis of our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Labor rates differ for Concentric staff members.
 - The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.
 - There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support.
 - Mileage for travel is billed at the IRS approved amount as calculated from the employee’s office location to site visited during normal business hours, or from deployment location to the site visited for urgent service.
 - Travel time is charged at the same hourly billing rate indicated on the rate sheet.
- Please see the attached Rate Sheet for our current hourly billing rates. Under this agreement, there is a fixed discount on labor of 5% off those standard billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the term of the project.

Description	Included	Fee
Fixed Fee Services		\$23,820
Project Management	<input checked="" type="checkbox"/>	
Proactive Maintenance	<input checked="" type="checkbox"/>	
Technology & SCADA Budget Planning	<input checked="" type="checkbox"/>	
Third-Party Support Renewals	<input checked="" type="checkbox"/>	
	Total Fee	\$23,820

2021 Rate Sheet¹

Role	Rate	Description & Typical Duties
Principal	\$210	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Automation Engineer IV	\$180	Advanced controls, automation startups and project involvement. High level troubleshooting of technical issues.
Automation Engineer III	\$145	Performs and coordinates advanced design, programming, and field activities, including controls, automation startup assistance, project involvement, and high level troubleshooting of technical issues. Can be involved with client assessments and writing technical reports to set direction related to process automation and technology.
Automation Engineer II	\$130	Works as a team member to perform more advanced design, programming, and field activities (PLCs, OITs, controls, & related repairs) with direction from senior staff, typically on larger WTPs, WWTPs, and integrated systems.
Automation Engineer I	\$120	Provides panel/CAD design and programming tasks for small processes (lift stations, pump control, etc.). Provides panel/CAD design, as well as Instrumentation & Control design. Works as a team member to perform design, programming, and field activities with direction from senior staff.
IT Consultant IV	\$180	Lead industrial/automation information technology designer and responsible for commissioning, quality control, and project management. Works as a leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.
IT Consultant III	\$145	Performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Works as a team leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.
IT Consultant II	\$125	Performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also be a project coordinator or manager.
IT Consultant I	\$110	Provides basic systems and network administration/support services. Performs PC Workstation/Server Administration services and tasks. Works as a team member for support of client systems and network administration.
Administrative Support	\$85	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

¹ Rates are subject to change on January 1 of each year.



Time Period and Payment

Start Date: May 1, 2021

End Date: April 30, 2022

Fixed Fee Services: Payment to be made in twelve (12) equal payments of \$1,985 upon being invoiced on a monthly basis.

Time & Material Services: The fees for services that are not included in the Fixed Fee Services portion of this contract will be invoiced separately on a monthly basis, as they are incurred.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.

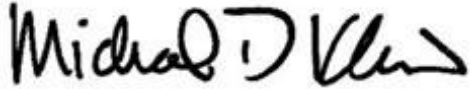


Acceptance

If this agreement is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK

CUSTOMER:
CITY OF WOOD DALE, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____



Service Definitions

Fixed Fee Services

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Proactive Maintenance

If included, all services described within this section will be provided by Concentric for the specified fee regardless of actual hours of work performed. Proactive Maintenance is provided for hardware that appears in the Hardware List included in this Agreement.

If included, Concentric will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance (detailed in the following table) in order to minimize unexpected system shutdowns by resolving issues before they reach a critical nature. Upon completion of the scheduled service, Concentric will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance, and are not urgently needed to maintain network security, will be scheduled during other hours as agreed upon by Concentric and the Customer. Standard Hours are considered Monday – Friday 7:30 am to 5:00 pm, excluding major holidays.



The following table details the Proactive services included under this Support Agreement, and at what frequency:

Proactive Maintenance	Minimum Service Frequency:					
	N/A	Twice Monthly	Monthly	Quarterly	Twice Annually	Annually
Firewall Maintenance: <ul style="list-style-type: none"> Upgrade Firmware Review Security Logs & Backup Configuration 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Backup Review: <ul style="list-style-type: none"> Upgrade Firmware & Check Free Space Check and Back Up Configuration 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Server Maintenance: <ul style="list-style-type: none"> Review Windows System Logs Review Windows Services Apply Windows Updates Check Drive Free Space Verify & Update Anti-Virus Software Verify Backups Functioning Properly Back Up SCADA Applications, if Applicable Check UPS Operation (remotely, if possible) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Server Infrastructure: <ul style="list-style-type: none"> Perform Updates for BIOS, Drivers, Firmware, etc. Review Server Hardware Operation 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Server Software: <ul style="list-style-type: none"> Perform Backup and Anti-Virus Software Version Upgrades. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workstation Maintenance: <ul style="list-style-type: none"> Apply Windows Updates Verify & Update Anti-Virus Software 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLC, OIT, & Control Panel Maintenance: <ul style="list-style-type: none"> Check functionality of Control Panel UPS Back Up Programs Check Status of Fuses, Circuit Breakers, & Surge Protectors Check Control Panel Thermal Management Check for Environmental Issues with Water, Moisture, Dirt, Dust, etc. Check for published PLC vulnerabilities and recommend upgrade (to be implemented using T&M Services) 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Radio Maintenance: <ul style="list-style-type: none"> Check signal strength and back up configuration 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCADA Alarm Testing: <ul style="list-style-type: none"> Manually test critical alarms (up to 50) from SCADA to ensure they continue to work properly 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCADA Patching: <ul style="list-style-type: none"> Apply security related updates and patches to SCADA software (excludes full version upgrades, which are handled under T&M Services) 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Documentation: <ul style="list-style-type: none"> Verify & Update Network Diagram 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Technology & SCADA Budget Planning

Budgeting for SCADA and related technology items can be used to help prioritize and guide decisions and overall budget planning for capital improvements. Concentric believes that providing advanced notice (where possible) of recommended equipment, software, security, and communications improvements will provide a much more effective planning and implementation cycle. When this service is selected, our senior level design staff intentionally review the system architecture to determine the risk and benefit of both inaction or selected improvements. Our staff discusses the recommended improvements, phasing, and costs with you and then provides a letter and prioritized table of recommended improvements that summarize the costs of the recommended initiatives.

Budget Planning & Cost Preparation - Annual	Deliverable	Included?
Budget Planning & Cost Preparation (for following fiscal year)	Budgetary Memorandum	<input checked="" type="checkbox"/>
Client: What month would you like to receive the budget letter?		

Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If listed in the Included Services & Fees section of this agreement, Concentric will provide the renewals listed in the Third-Party Support Renewal list on Page 10.

Third-Party Support Renewals - Annual	Deliverable	Included?
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	<input checked="" type="checkbox"/>



Time & Materials (T&M) Services

Break – Fix (Repairs)

Provide as-needed services. This service will be provided 24 hours a day, 7 days per week for the length of this agreement regardless of standard working hours. Concentric's daytime and after-hours phone number is 815-788-3600. Concentric staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. Concentric will return any phone calls for urgent service within 30 minutes from when the phone call is placed, and dispatch a staff member within 60 minutes if a site visit is required.

Improvements

Occasionally, staff identify small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without use of Consulting & Design services.

Consulting & Design

Through consulting and design, a system can be effectively maintained, improved, and upgraded. This service will provide for retained smaller project design services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA).



Hardware List

If Proactive Maintenance is included as part of this Support Services Agreement, Concentric will proactively support the following hardware:

Hardware Description	Location	Quantity
Cellular Routers	Various Locations	18



Third-Party Support Renewals

If Third-Party Support Renewals are included as part of this Support Services Agreement, renewals will be processed as listed in the table below:

Warranty	Included?	Coverage Period	Qty	Total
Cisco SMARTNet for C819 Integrated Services Routers (Serial #s FTX193680BE, FTX1937802G, FTX195380Q, FTX1953806R, FTX1953806T, FTX19538072, FTX1953806X, FTX1953806V, FTX19538075, FTX1924824G, FTX19538070, FTX19538071, FTX1953806Y, FTX19538074)	<input checked="" type="checkbox"/>	1/15/2021 – 12/31/2021	14	\$1,643
Cisco SMARTnet for ISR4331-SEC/K9 Router (Serial # FLM234411DB)	<input checked="" type="checkbox"/>	9/28/2021 – 4/30/2022	1	\$499
Cisco SMARTnet for 809 Cellular Router (Serial # JMX2046X08Q, FCW23320HBD)	<input checked="" type="checkbox"/>	1/15/2021 – 4/30/2022	2	\$719
Cisco SMARTnet for 1101 Cellular Router (Serial # FCW23510HCP)	<input checked="" type="checkbox"/>	4/17/2021 – 4/30/2022	1	\$198
Cisco SMARTnet 5512 (Serial # FTX1745107Z)	<input checked="" type="checkbox"/>	1/15/2021 – 4/30/2022	1	\$1,732
WIN-911 Customer Care Subscription License #8007947 and 8007948	<input checked="" type="checkbox"/>	8/12/2021 – 8/12/2022	1	\$1,117
Rockwell Tech Connect	<input checked="" type="checkbox"/>	9/2/2021 – 9/2/2022	1	\$4,668
			TOTAL	\$10,576





REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: Pavement Crack Sealing
Staff Contact: Patrick Hastings, Assistant Public Works
Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and Denler, Inc. for the Pavement Crack Sealing Program in an Amount Not to Exceed \$27,500

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 8-0

RECOMMENDATION:

Staff Recommends Approval of an Agreement between the City of Wood Dale and Denler, Inc. for the Crack Sealing Program in an Amount Not to Exceed \$27,500.

BACKGROUND:

The City of Wood Dale is responsible for the maintenance and repair of its roadway network. Pavement crack sealing is a tool utilized to extend the useful life of the pavement and to protect the overall structure of the road from more costly repairs. The Street Sufficiency Study recommends that roadways within a PASER rating of six to eight are reviewed for crack sealing maintenance on a yearly basis. A list of potential streets was developed and are as follows:

<u>Street</u>	<u>From</u>	<u>To</u>
Central	Foster	Alley north of Irving
School	End	Wood Dale
Mill	George	Mary Jane
Pine	Stoneham	Elmhurst
Maple	Stoneham	Elmhurst
Mary Jane	Mill	Prospect
Grove	Irving	End

Crestwood	Woodside	Spruce
Edgewood	Commercial	Stoneham
Hemlock	Irving Park	Foster
Sunnyside	Central	Cedar
Century	Manning	Heritage

Due to the varying quantities utilized when applying the sealant material streets can either be added or removed from the list. Staff was notified of a joint bid for crack sealing services with neighboring municipalities that occurred. The awarded contractor from that bid has agreed to extend the favorable pricing onto the City as well.

ANALYSIS:

Crack Sealing is budgeted for annually within the Capital Improvement Fund. For fiscal year 2022 the City budgeted \$35,000 for crack sealing. The joint bid is in the third year of the contract yet, it is lower pricing than what the City received last year under its own contract. Based upon estimated quantities that staff is looking to perform and the pricing under the joint bid contract, the total amounted to \$27,500.00.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Denler, Inc. proposal

RESOLUTION NO. R-21-24

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND DENLER, INC. FOR THE PAVEMENT CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$27,500

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **DENLER, INC.** for the **PAVEMENT CRACK SEALING PROGRAM**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **DENLER, INC.**, the Mayor and the City Council find **DENLER, INC.** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

DENLER, INC.

20502 S. Cherry Hill Rd., Joliet, IL 60433
(708) 479-5005 • Fax (708) 479-5015

www.parkinglots.net

Estimate #: 9524

Submitted To: City Of Wood Dale	Date: 5/6/2021
Address: Street Division 720 N. Central Ave. Wood Dale, IL 60101	Phone: (630)787-3765 Fax: (630)595-8374
Contact: Patrick Hastings	Job Name: City Of Wood Dale - 2021
	Job Location: Wood Dale, IL
	Prop. Owned By: City Of Wood Dale

RUBBERIZED

1. CRACK FILLING - RUBBERIZED - Roadway area (approx. 11,000 Pounds), work to include: Installation of ASTM 6690 Type II hot rubberized sealant in prepared cracks and voids in HMA pavements.

The total price for the RUBBERIZED items is: **\$14,300.00**

FIBERIZED

2. CRACK FILLING - FIBERIZED - Roadway area (approx. 10,000 Pounds), work to include: Application of fiberized liquid asphalt sealant in prepared cracks and voids in HMA pavements. Field blend mix with PG-64-22 and polypropylene fibers.

The total price for the FIBERIZED items is: **\$13,200.00**

Special Notes:

- * Pricing is based on Village of Woodridge Joint Bid 2019-07

MOBILIZATIONS: Price based on a 1 mobilization(s).

SALES TAX: Prices do not include the applicable sales tax on materials and other related taxable items to be used on this project.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Denler, Inc.

Authorized Signature  _____

Title David Denler, Estimator _____

Site Development

Asphalt & Concrete Paving • Lighting • Excavations
Concrete Curb Construction • Sewer Construction • Grading

Site Maintenance

Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping



REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2020
Subject: Allowing Off-Premise Signs Billboard -
Text Amendment
Staff Contact: Ed Cage, AICP, CD Director
Department: Community Development

TITLE: An Ordinance Amending the City's Sign Code Regulations in Chapter 13 of the City Code to Permit Off-Premises Signs (Billboards) in the City Limits

COMMITTEE VOTE: Denied 6 - 0

RECOMMENDATION:

Staff concurs with both the CDC and Committee and recommends denial of the applicant proposed Text Amendment.

BACKGROUND:

The proposed text amendment is to permit off premises signs, also referred to as billboards, within the City limits. This case went to the CDC in March and received a recommended CDC denial (3-1).

ANALYSIS:

The applicant is proposing a text amendment to the Sign Code that would allow off premises or billboard signs on properties which meet the criteria proposed in the amended text. No substantial evidence has been submitted to demonstrate that the proposed text amendment is consistent with the Comprehensive Plan and the Unified Development Ordinance.

DOCUMENTS ATTACHED

- ✓ Ordinance
- ✓ Memo for Case CDC-2021-02
- ✓ CDC meeting minutes 3/15/21

ORDINANCE NO. O-21-010

**AN ORDINANCE AMENDING THE CITY'S SIGN CODE REGULATIONS IN
CHAPTER 13 OF THE CITY CODE TO PERMIT OFF-PREMISES SIGNS
(BILLBOARDS) IN THE CITY LIMITS**

WHEREAS, the City of Wood Dale (the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City is authorized and empowered, under the Illinois Municipal Code and the Code of Ordinances of the City of Wood Dale ("City Code"), to regulate signage located within the municipal boundaries of the City; and

WHEREAS, in furtherance of this authorization, the City has adopted sign regulations, codified in Chapter 13 of the City Code ("Sign Code"); and

WHEREAS, currently, off premises signs, customarily referred to as billboards, are not permitted in the City limits under the City's Sign Code; and

WHEREAS, the City received an application from the owners of property located at 950 N IL Route 83 for a proposed text amendment to the Sign Code to allow off premises signs, customarily referred to as billboards, within the City limits; and

WHEREAS, on March 15, 2021, the Community Development Commission held a public hearing on the proposed text amendment, following the necessary publication of a legal notice pursuant thereto, as required by law and the City Code; and

WHEREAS, following said hearing, the Community Development Commission recommended denial of the proposed text amendment to the Sign Code; and

WHEREAS, the proposed text amendment, as recommended for denial by the Community Development Commission, has been considered by the Planning, Zoning and Building Committee of the City Council of the City of Wood Dale, which has also recommended denial of the text amendment; and

WHEREAS, the City Council of the City of Wood Dale has reviewed the proposed text amendment to the Sign Code and has determined that the same is in the best interests of the health, safety and welfare of the citizens of the City of Wood Dale.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, as follows:

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

SECTION TWO: That Chapter 13, Article IV, Section 13.401 of the City Code is hereby amended to add the underlined language as follows:

Sec. 13.401. Prohibited.

It shall be unlawful to erect or maintain the following signs:

Affixed signs.

Attention getting devices.

"For sale" signs on vehicles. "For sale" or similar signs displayed on vehicles parked on any residential property when the vehicle being advertised for sale is not owned by the property owner. Also prohibited are such signs on nonresidential property where the property owner is not licensed to sell motor vehicles.

Inadequately maintained signs.

Off premises signs, with the exception of off premises signs allowed as indicated in section 13.602 of this chapter.

SECTION THREE: That Chapter 13, Article VI, Section 13.602 B. 10 be added as follows:

10. Off Premises Sign:

a. Any Off Premises Sign shall only be erected within the Thorndale Corporate Corridor TCC) and Light Industrial Zoning (I-1) district.

b. Any Off Premises Sign shall be adjacent to Interstate 390 or within five hundred (500) feet of the right-of-way of Interstate 390.

c. Any Off Premises Sign shall only be placed on lots that have two (2) roadway frontages.

d. Any Off Premises Sign shall only be placed on lots that have a minimum of seven (7) acres.

e. A maximum number of one (1) Off Premises Sign shall be permitted per lot.

f. Off Premises Signs on the same side of an interstate highway shall be erected no less than five hundred (500) feet apart.

g. A maximum number of three (3) Off Premises Signs shall be permitted within the City limits.

h. An Off Premises Sign may be of digital configuration provided and shall be erected and maintained subject to the following:

i. Luminance. The maximum luminance for Off Premises Signs shall not be greater than (a) seven thousand five hundred (7,500) nits between sunrise and sunset and (b) five hundred (500) nits between sunset and sunrise.

ii. Timing. The display on the face of the sign shall not change more than once every ten (10) seconds. The display change interval shall not be less than one (1) second.

iii. Motion. During the message transition, the sign shall not display any visible effects, including but not limited to action, motion, fading, dissolving, blinking, or the illusion of such effects.

iv. Control. All signs shall be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's luminance in compliance with this section. In instances where the sign malfunctions, the sign shall either automatically shut off or turn to a black screen.

SECTION FOUR: That all ordinances or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION FIVE: That the City Clerk of the City of Wood Dale is hereby directed to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 20th day of May, 2021

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 20th day of May, 2021

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2021

CITY OF WOOD DALE

Community Development



MEMO

DATE: March 15, 2021

TO: Community Development Commission

FROM: Gosia Pociecha, AICP, Planner

SUBJECT: Case No. CDC-2021-02, Text Amendment to the Sign Code – Off Premises Signs (Billboards)

OVERVIEW

Mr. John Simpson IV, representing property owners of 950 N IL Route 83, is proposing a Text Amendment to Chapter 13 of the Municipal Code, the Sign Code. The purpose of the amendments is to permit off premises signs, also referred to as billboards, within the City limits. The application is being heard under Case No. CDC-2021-02.

BACKGROUND

Property Information

While the request for this text amendment is driven by property owners of a specific property, it is important to note that the amendment, if approved, would affect any property that meets the parameters proposed in the text amendment (see Exhibit C). There are at least three other properties within the City of Wood Dale that could potentially submit a permit for a billboard sign if this amendment is approved.

The subject property where the billboard sign is being proposed is outlined below with map provided on next page:

Site Address:	950 N IL Route 83
PIN:	03-03-403-015
Property Size:	7.55 Acres
Existing Land Use:	Industrial
Future Land Use:	Industrial/ Business Park Likely to Experience Development Pressure
Existing Zoning:	Thorndale Corridor Corporate (TCC) Overlay District with underlining I-1, Light Industrial
Surrounding Zoning / Land Use:	
North:	IL390 Expressway & Village of Bensenville
South:	TCC Overlay District with underlining I-1, Light Industrial
East:	IL Route 83 & Village of Bensenville
West:	TCC Overlay District with underlining I-1, Light Industrial



Properties where the billboard sign could potentially be installed per the proposed text amendment are as follows:

1. 300 Bauman Court, 9.32 acres, zoned I-1
2. 1221 N Mittel Blvd, 7.65 acres, zoned I-1
3. 940 N Central Ave, 7.35 acres, zoned TCC with underlining I-1
4. 950 N IL Route 83, 7.55 acres, zoned TCC with underlining I-1



Off Premises Signs

The Sign Code defines off premises sign as “a sign that advertises goods or services that are not available on the premises on which the sign is located. Off premises signs include signs commonly referred to as “billboards”.” [Sec. 13.202]. The Sign Code currently lists “off premises signs” as prohibited in all zoning district.

It is important to note, that there is one existing billboard sign within the City’s municipal boundaries. It is located at 115 E North Thorndale Ave, on the north side of IL390 and a little over 300’ to the east of Wood Dale Road. City records indicate the location of this sign at the time of installation was in unincorporated DuPage County. Upon annexation to the City of Wood Dale the sign was allowed to continue.

Surrounding Communities

Review of current sign code regulations for surrounding communities that share frontage along IL390 revealed that all have a prohibition on off premises signs, with the exception of Elk Grove Village that permits billboard but only on unimproved industrial lots. Table below provides a summary of the off premise sign regulations for few of the surrounding communities:

Community	Status
Bensenville	Off Premises Signs prohibited
Elk Grove Village	Billboard permitted only on unimproved lots in industrial districts
Hanover Park	Off Premises Signs prohibited
Itasca	Off Premises Signs prohibited
Roselle	Off Premises Signs prohibited
Schaumburg	Off Premises Signs prohibited

State Permit for Outdoor Advertising

Any outdoor signage along controlled routes in Illinois is also regulated by the Bureau of Land Acquisition Outdoor Advertising at the Illinois Department of Transportation (IDOT). While the text amendment would enable local approval via a building permit process, local approval does not guarantee or exempt approval from the state. The applicant has not provided the proposed sign location or if it would meet the State’s permit requirements.

Image below shows the subject property as viewed from the intersection of IL Route 83 and South Thorndale Avenue. Please note that there appears to be a significant grade change between the IL390 and the subject property which may impact visibility of the sign.



ANALYSIS

Submittals

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

- Public Hearing Application
- Proof of Ownership
- Letter of Authorization from Property Owner
- Plat of Survey
- Petitioner Narrative Letter (Exhibit A)
- Proposed Text Amendment Sec. 13.401 (Exhibit B)
- Proposed Text Amendment Sec. 13.601 (Exhibit C)

Public Comment

Public hearing notice was published in Daily Herald on February 26, 2021 in accordance with Section 17.401.D of the UDO. To date, staff has not received any public comments.

Project Description

The applicant is proposing a text amendment to the Sign Code that would allow off premises or billboard signs on properties which meet the criteria proposed in the amended text. Please reference Exhibit B and C for the proposed text amendment.

Text Amendment

Before considering the proposed text amendment the CDC may review the purpose of the Sign Code which is to establish a comprehensive system of sign regulations governing the display, design, construction, installation, and maintenance of signs that will:

- A. Balance the right of individuals to convey their messages, identify their businesses, and protect the public from the unrestricted proliferation of signs.
- B. Protect the public health, safety, comfort, convenience, morals, and general welfare.
- C. Reduce traffic hazards.
- D. Enhance the physical image and appearance of the city of Wood Dale.
- E. Protect and enhance property values.
- F. Promote economic development.
- G. Preserve the right of free speech exercised through the use of signs containing noncommercial messages

The Sign Code, under Sec. 13.902, states that any sign code text amendment shall be reviewed to:

- a. Evaluate conformity with the comprehensive plan and the unified development ordinance; and
- b. Determine whether the proposed text amendment corrects an error or inconsistency, meets the challenge of a changing condition or is necessary to implement established policy.

Compliance with the Comprehensive Plan

The applicant has listed several goals and objectives from the Comprehensive Plan that concentrate on connectivity. The full list of goals referenced is included as Exhibit A to this memo, but to summarize the applicant is implying that the proposed billboard sign may be used to:

- Increase public awareness of Metra Station access
- Expand communication and transparency between government and citizens
- Make the website more user-friendly and boost social media presence
- Increase public awareness of existing trails

While a billboard sign on IL390 may be used by the City to display public messages for commuters traveling along the expressway, other sign types may be used to increase public awareness of available services. More specifically informational or brown signs are used to provide directional information to available facilities including Metra station or public trails.

Further, the City's Marketing & Special Events staff has made great improvements to city's website and increased the social media presence over the last few years. It is unclear how a large sign along an expressway would benefit this objective.

Compliance with the Unified Development Ordinance

The Sign Code is included as a separate chapter in the City's Municipal Code, therefore, technically it is not part of the Unified Development Ordinance (UDO). However, when considering a proposed text amendment, the CDC shall review the impact the proposed amendment may have on the purpose and intent of the UDO which among others includes implementation of the Comprehensive Plan, promoting of the public health, safety, morals, comfort and general welfare of the people, and enhancing the aesthetic values within the City.

A study titled "Psychological Influence of Advertising Billboards on City Sight" published in the Civil Engineering Journal in 2019 states that "city billboards and advertisements have doubled the visual disturbances". Further, it notes that "this kind of visual pollution causes mental confusion and reduces the intellectual concentration of individuals." The study makes emphasis the different colors of the billboards could have on different viewers. The proposed text amendment would allow digital billboards which would significantly increase the frequency of different sign/messages changes.

The applicant referenced the TCC overlay district intent to create "an attractive transit-oriented, mixed-use business setting that fosters interaction between land uses and buildings, facilitates pedestrian activity and transit use, and reduces vehicle trips on area roadways" (see Exhibit A). However, the proposed billboard sign on private property and intended to be visible from an expressway is unlikely to improve the attractiveness of the district or create a positive impact on pedestrians leading to reduced vehicle trips. Also, no evidence has been submitted to demonstrate promoting an enhancement to aesthetic values of the City.

Sign Code

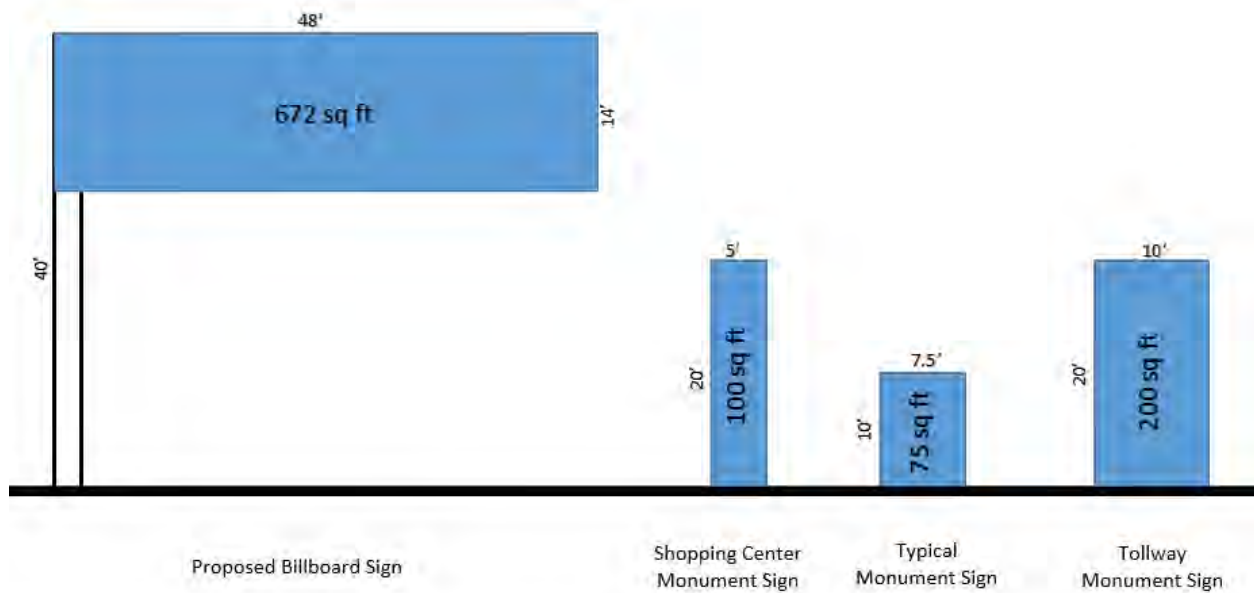
The proposed text amendment would permit a sign up to 672 square feet in size with a maximum height of 40'. This is significantly larger than any other sign that is currently permitted within the City. For example, the largest permitted freestanding monument sign is allowed at 75 square feet in sign area with a maximum height of 10'. There is an exception for shopping centers that could have a monument sign up to 100 square feet and 20' high, but it is still significantly less than the proposed amendment.

Further, it is important to note that the existing Sign Code already includes a bonus for signs along tollway for both monuments or wall signs, as displayed in the table below. The property owners are eligible to install these signs, as the subject property meets the criteria.

Sec. 13.602.A

Sign Type	Maximum Sign Area	Maximum Height	Maximum Number	Location	Additional Requirements
Tollway monument sign bonus	200 sq. ft.	20'	1 monument or wall sign per zoning lot with tollway (Illinois Route 390) and associated street frontages	Along the tollway or associated frontage road right of way and subject to the same setbacks as other monument signs	Only 1 monument and 1 wall sign is permitted on the tollway and associated street frontages per zoning lot. The bonus sign allows the erection of a sign that is larger than the typical monument and wall sign regulations
Tollway wall sign bonus	3 sq. ft. per 1 linear foot of building frontage or a maximum of 300 sq. ft., whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located		Only over or on the portion of the building frontage occupied by the business identified by the wall sign	

Below is a graphic depicting the scale comparison between the sign that would be enabled by the proposed text amendment as opposed to some of the largest currently permitted signs.



Illumination

As mentioned earlier, the proposed text amendment would allow electronic or digital billboards. The proposed text includes references to maximum luminance of 750 nits between sunrise and sunset and 500 nits between sunset and sunrise (see Exhibit C). The current Sign Code, Sec. 13.304 calls for maximum level of illumination of 1.0 foot-candle when measured at a property line of a nonresidential property and 0.5 foot-candle for a residential property. Further review by City Engineer would be needed to verify if the proposed standards are equivalent and meet the existing Code requirements.

Findings of Fact

Although there is no requirement to adopt findings of fact, staff does not believe sufficient evidence was presented by the applicant to demonstrate compliance with the Comprehensive Plan and the UDO.

Further, staff does not believe that the proposed text amendment corrects an error or inconsistency or is necessary to implement established policy. The Sign Code has historically included a prohibition on off premises signs/billboards. While the economic situation has fluctuated in the last years, no new challenging condition has been identified that would warrant the proposed text amendment. Billboard signs have been used for decades and various local governments have elected to restrict their placement as the large size could often contribute to visual pollution with negative effects on appearance of an area.

RECOMMENDATION

Staff recommends that the Community Development Commission recommend to the City Council denial of the text amendment allowing off premises signs. No substantial evidence has been submitted to demonstrate that the proposed text amendment is consistent with the Comprehensive Plan and the Unified Development Ordinance.

Whether members favor or disfavor recommending zoning relief, motions are made to recommend approval for the purpose of discussion and for the purpose of accurately reflecting the vote total required for a recommendation for the zoning relief requested.

Accordingly below is a form motion:

I move that the Community Development Commission recommend to the City Council approval of the text amendment allowing off premises signs as requested by the Petitioner in Case No. CDC-2021-02.

(“Yes” vote would be to approve Off Premises Signs; “No” vote would be to deny Off Premises Signs)

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

To Whom It May Concern:

We respectfully submit this proposed text amendment to Chapter 13 “Municipal Code of Wood Dale” to permit Off Premises Signs, also referred to as “billboards” within the city limits. The proposal has been drafted in a manner that corrects an inconsistency within the Wood Dale Comprehensive Plan (Comprehensive Plan), Unified Development Ordinance (UDO), and Thorndale Corporate Corridor (TCC) as a result of changing conditions.

Numerous goals and stated objectives in the Comprehensive Plan concentrate on connectivity. Specifically:

Goal 1, Objective 4: Ensure there is safe and convenient access to jobs outside the City by enhancing the Metra station and access to the station.

Strategy 2: Install more signage to increase public awareness of Metra station access.

Goal 1, Objective 7: Foster a communicative atmosphere in the City of Wood Dale

Strategy 1: Expand communication and transparency between the government and citizens.

Strategy 2: Make the City’s website more user-friendly and boost social media presence to encourage easier public participation.


Goal 1, Objective 8: Preserve Wood Dale’s existing passive open spaces and enhance access to nearby forest preserves, the existing Salt Creek trail, and additional trails in Wood Dale.

Strategy 2: Increase public awareness of existing trails (such as the Salt Creek Trail) and access points through an education campaign and more signage.

Additionally, Section 17.901 of the TCC district intent states the district is to be planned, designed and developed according to the City's Thorndale Corridor Master Plan (approved in 2009) as an attractive transit-oriented, mixed-use business setting that fosters interaction between land uses and buildings, facilitates pedestrian activity and transit use and reduces vehicle trips on area roadways.

Collectively, the stated objectives and intent of the Comprehensive Plan and TCC are advanced through our proposed text amendment. Off Premises Signs allow numerous opportunities for local businesses, as well as the City, to communicate with residents, business owners (current and prospective), commuters, and the general public in areas with the largest (and increasing) amount of commuter traffic and public transportation.

Yours respectfully,


John Simpson

Sec. 13.401. Prohibited.

It shall be unlawful to erect or maintain the following signs:

Affixed signs.

Attention getting devices.

"For sale" signs on vehicles. "For sale" or similar signs displayed on vehicles parked on any residential property when the vehicle being advertised for sale is not owned by the property owner. Also prohibited are such signs on nonresidential property where the property owner is not licensed to sell motor vehicles.

Inadequately maintained signs.

Off premises signs-, with the exception of off premises signs allowed as indicated in section 13.602 of this chapter.

Pole signs.

Portable signs. Signs that are not designed or intended to be used as signs, such as on vehicles or trailers. Other portable signs are allowed as indicated in section 13.502 of this chapter.

Roof signs.

Signs in violation of permit requirements. No sign shall be erected or maintained in violation of the permit requirements of article VII, "Permits", of this chapter.

Signs on vacant land. No sign, with the exception of a temporary construction or real estate sign in accordance with section 13.402 of this article and section 13.502 of this chapter, is permitted on vacant land.

Signs painted on the exterior wall of a building.

Signs that constitute a traffic hazard. No sign as regulated by this chapter shall:

A. Obstruct free and clear vision at any street, intersection, parking lot entrance or exit, or driveway.

B. Interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device because of its position, shape or color.

C. Make use of the words "Stop", "Look", "Detour", and "Danger" or any other word, phrase, symbol or character in a manner that misleads, interferes with, or confuses traffic.

Unauthorized signs on public property or within the public right of way. With the exception of government signs or signs authorized by the city or other applicable government entity, signs on public property or within the public right of way are prohibited.

Unsafe signs. No sign shall constitute a hazard to public health or safety by reason of inadequate design, construction, repair, or maintenance. (Ord. O-16-013, 5-5-2016)

ARTICLE VI
STANDARDS BY ZONING DISTRICT

SECTION:

13.600. Purpose

13.601. Residential Districts

13.602. Nonresidential Districts

Sec. 13.600. Purpose.

These standards apply to signs within the following zoning districts. The signs identified by this section require a sign permit in accordance with article VII of this chapter. (Ord. O-16-013, 5-5-2016)

Sec. 13.601. Residential Districts.

A. Summary Table Of Regulations For Signs In Residential Districts:

Sign Type	Maximum Sign Area	Maximum Height	Maximum Number	Location	Additional Requirements
Identification signs for nonresidential uses that are allowed per the UDO - monument sign	24 square feet	6 feet	1 per zoning lot	Minimum of 3 feet from any property line	See subsection B2 of this section
Identification signs for nonresidential uses that are allowed per the UDO - wall sign	1.5 square feet per 1 linear foot of building frontage or a maximum of 50 square feet, whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located	1 per street frontage per entity; plus 1 4-square foot sign for any public rear entrance	Only over or on the portion of the building occupied by the entity identified by the wall sign	See subsection B2 of this section
Residential entrance monument sign	24 square feet	4 feet	1 per street frontage	Minimum of 3 feet from any property line	See subsection B1 of this section

B. Additional Regulations For Signs In Residential Districts:

1. Residential Entrance Monument Signs: Residential entrance signs must be constructed of natural materials including brick, stone, hardwood, or polymer material with a wood appearance that matches or complements the face of the sign.

2. Identification Signs For Allowable Nonresidential Uses: Only nonilluminated signs are permitted. (Ord. O-16-013, 5-5-2016)

Sec. 13.602. Nonresidential Districts.

A. Summary Table Of Regulations For Signs In Nonresidential Districts:

Sign Type	Maximum Sign Area	Maximum Height	Maximum Number	Location	Additional Requirements
Awning and canopy signs	Maximum of 2/3 of the face of the awning or canopy on which the sign is displayed	No awning or canopy sign shall protrude above the ground floor or 20', whichever is less; no awning or canopy sign shall protrude above the canopy or awning to which it is attached	1 per street frontage per business	Only over or on the portion of the building frontage occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	See subsection B5 of this section
Commercial directional signs	2 sq. ft.	4'	1 per street frontage for directing traffic into the site; no maximum for other directional signs	Minimum of 3' from any property line	See subsection B1 of this section
Electronic message centers	Subject to the applicable wall, window, or monument sign area requirements	Subject to height requirements for monument and wall signs	1 per business, provided that it is counted toward (and not in addition to) the applicable maximum number of permitted wall, window or monument signs	Subject to applicable monument, wall, or window sign requirements	See subsection B8 of this section
Marquee signs	The sign area counts toward the permitted wall sign area	Subject to approval by the city council	1 per business	Only over or on the portion of the building frontage occupied by the business	See subsection B4 of this section

				identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	
Menu board signs	25 sq. ft.	6'	1 per zoning lot	Minimum of 3' from any property line	n/a
Monument signs on zoning lots with less than 50' of street frontage	No monument sign is permitted				
Monument signs on zoning lots with 50' or more, up to 100', of street frontage	60 sq. ft.	6'	1 per street frontage per zoning lot, provided that the minimum horizontal distance between signs is 200'; additional monument signs are permitted on sites with multiple businesses, provided they are a minimum of 200' apart	Minimum of 3' from the street line and set back from the interior property lines a minimum of 10% of the zoning lot width (see the definition of "lot width" in the UDO)	See subsection B1 of this section
Monument signs on zoning lots with more than 100' of street frontage	75 sq. ft.	10'			
<u>Off-Premises Sign</u>	<u>672 sq. ft. per sign face, with a maximum of two (2) sign faces per structure</u>	<u>40' over the roadway grade intended to be viewed from</u>	<u>1 per zoning lot</u>	<u>Adjacent to Illinois Route 390</u>	<u>See Subsection B10 of this section</u>

Projecting signs	1 sq. ft. per 1 linear foot of building frontage or a maximum of 40 sq. ft., whichever is less	No projecting sign shall protrude more than 5' above a roofline or be greater than 25' above the street centerline, whichever is less	1 per street frontage per business	Only over or on the portion of the building frontage occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or vehicular use area	See subsection B3 of this section
Residential	In accordance with section 13.601 of this article, requirements for residential				

entrance monument sign	districts				
Shopping center monument signs ²	100 sq. ft.	20'	1 sign per large scale shopping center on a zoning lot in addition to other permitted monument signs; provided that the minimum horizontal distance between each monument sign on the site is 200'	Minimum of 3' from any property line	See subsection B9 of this section
Tollway monument sign bonus	200 sq. ft.	20'	1 monument or wall sign per zoning lot with tollway (Illinois Route 390) and associated street frontages	Along the tollway or associated frontage road right of way and subject to the same setbacks as other monument signs	Only 1 monument and 1 wall sign is permitted on the tollway and associated street frontages per zoning lot. The bonus sign allows the erection of a sign that is larger than the typical monument and wall sign regulations
Tollway wall sign bonus	3 sq. ft. per 1 linear foot of building frontage or a maximum of 300 sq. ft., whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located		Only over or on the portion of the building frontage occupied by the business identified by the wall sign	
Under canopy signs	5 sq. ft.	No under canopy sign shall protrude above the canopy upon which it is supported	1 per business	Only over or on the portion of the building occupied by the business identified by the sign; a minimum of 8' clearance above a sidewalk or	See subsection B6 of this section

				vehicular use area	
Wall signs on buildings set back from the street line up to 120'	2 sq. ft. per 1 linear foot of building frontage or a maximum of 100 sq. ft., whichever is less				
Wall signs on buildings set back from the street line between 121' and 240'	2 sq. ft. per 1 linear foot of building frontage or a maximum of 200 sq. ft., whichever is less	No projection above the roof, parapet, or fascia of any building upon which it is located	1 per street frontage per business; plus 1 8-sq. ft. sign for any public rear entrance	Only over or on the portion of the building frontage occupied by the business identified by the wall sign, or over the business entrance if not on the building frontage	See subsection B2 of this section
Wall signs on buildings set back from the street line more than 240'	2 sq. ft. per linear foot of building frontage or a maximum of 300 sq. ft., whichever is less				
Wall signs within the area designated as town center business district in the unified development ordinance	1.5 sq. ft. per 1 linear foot of building frontage or a maximum of 75 sq. ft., whichever is less				
Window signs ¹ for businesses on zoning lots that are less than 10 acres in area	25% of the total window area of the building frontage or portion of the building frontage occupied by the business				
Window signs ¹ for businesses on zoning lots that are 10	50% of the total window area of the building frontage or portion of the				

acres or more in area	building frontage occupied by the business				
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Notes:

1. Temporary window signs in accordance with section 13.502 of this chapter count toward the maximum sign area provisions for window signs.
2. Integrated shopping centers comprising at least 200,000 contiguous square feet of land with at least 1,000 linear feet of frontage on Irving Park Road, a maximum of 5 additional monument signs spaced a minimum of 200 feet apart are permitted. The maximum sign area of each additional sign is 144 square feet. The maximum height is 20 feet. The additional signs are only permitted within 10 feet of the lot line adjacent to Irving Park Road. Pole signs are prohibited.

B. Additional Regulations For Signs In Nonresidential Districts:

1. Freestanding Signs:

- a. Commercial directional signs may identify the occupant of the property provided that the directional message is the predominant copy and a permit is obtained.
- b. Monument signs for properties occupied by multiple tenants can display panels for each tenant provided that the overall monument sign size does not exceed the maximum allowed.

2. Wall Signs:

- a. When a business that is licensed by the city to operate does not have building frontage (e.g., bank located inside a grocery store), the business will be allowed to install a wall sign on the building frontage, in a location approved by the property owner, up to a maximum of thirty six (36) square feet in area.

3. Projecting Signs:

- a. Where the city has approved the encroachment of a projecting sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. No projecting sign may project more than five feet (5') from a building wall.

4. Marquee Signs:

- a. Where the city has approved the encroachment of a marquee sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. Individual, freestanding letters may project no more than six inches (6") beyond the sign face.

5. Awning And Canopy Signs:

- a. Where the city has approved the encroachment of an awning or canopy sign into the public right of way, the requirements of section 13.704 of this chapter apply.
- b. Individual, freestanding letters may project no more than six inches (6") beyond the sign face of a canopy sign.
- c. No awning sign shall project vertically above or horizontally beyond the physical dimensions of such awning, wherein any sign located on an awning must be affixed flat to the surface of the awning.
- d. The framework for awnings and canopies must comply with the city building code and section 13.305 of this chapter.

6. Under Canopy Signs: The width of an under canopy sign shall not exceed three-fourths ($\frac{3}{4}$) of the building overhang projection.

7. Window Signs: Signs located within twelve inches (12") of the inside of a window shall be subject to these provisions.

8. Electronic Message Centers:

a. An electronic reader board shall only be operated in nonflashing mode, with electronic changeable copy displaying only on premises messages.

b. The scrolling or changing of a static message onto the sign from one direction only per display shall be permitted, provided that a single message or segment of a message shall have a minimum display time of at least two (2) seconds and it may not take longer than thirty (30) seconds to display the entire message.

9. Shopping Center Monument Signs: Shopping center monument signs may advertise the name and location of the shopping center, as well as additional tenant names, provided that they are only on sites that are ten (10) acres or more in size. (Ord. O-16-013, 5-5-2016)

10. Off Premises Sign:

a. Any Off Premises Sign shall only be erected within the Thorndale Corporate Corridor (TCC) and Light Industrial Zoning (I-1) district.

b. Any Off Premises Sign shall be adjacent to Interstate 390 or within five hundred (500) feet of the right-of-way of Interstate 390.

c. Any Off Premises Sign shall only be placed on lots that have two (2) roadway frontages.

d. Any Off Premises Sign shall only be placed on lots that have a minimum of seven (7) acres.

e. A maximum number of one (1) Off Premises Sign shall be permitted per lot.

f. Off Premises Signs on the same side of an interstate highway shall be erected no less than five hundred (500) feet apart.

g. A maximum number of three (3) Off Premises Signs shall be permitted within the City limits.

h. An Off Premises Sign may be of digital configuration provided and shall be erected and maintained subject to the following:

- i. *Luminance.* The maximum luminance for Off Premises Signs shall not be greater than (a) seven thousand five hundred (7,500) nits between sunrise and sunset and (b) five hundred (500) nits between sunset and sunrise.
- ii. *Timing.* The display on the face of the sign shall not change more than once every ten (10) seconds. The display change interval shall not be less than one (1) second.
- iii. *Motion.* During the message transition, the sign shall not display any visible effects, including but not limited to action, motion, fading, dissolving, blinking, or the illusion of such effects.
- iv. *Control.* All signs shall be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's luminance in compliance with this section. In instances where the sign malfunctions, the sign shall either automatically shut off or turn to a black screen.



COMMUNITY DEVELOPMENT COMMISSION MINUTES

Meeting Date: March 15, 2021

Present: Richard Petersen, George Vant, Dave Woods
Jaime Ochoa

Absent: Dave Shimanek, Theresa Szatko, Ron Damasco

Also Present: Gosia Pociecha, Attorney Sean Conway
John Simpson, Rob Degocia

Meeting Convened at: 7:00 P.M.

CALL TO ORDER:

Mr. Woods made a motion, seconded by Mr. Vant to appoint Mr. Ochoa as Chairman Pro Tem. The motion was unanimously approved by voice vote. Attorney Conway will act as facilitator for the Public Hearing.

PROVAL OF THE MINUTES:

Mr. Woods made a motion to approve the minutes of the October 19, 2020 meeting; the motion was seconded by Mr. Vant and unanimously approved as presented via voice vote.

PUBLIC HEARINGS:

CASE NO. CDC-2021-02

OVERVIEW:

Representatives of the property owners at 950 N. IL Route 83, are proposing a Text Amendment to Chapter 13 of the Municipal Code, the Sign Code. The purpose of the amendment is to permit off premises signs, also referred to as billboards, within the City limits; per the current Sign Code, such signs are prohibited in all zoning districts.

DISCUSSION:

Mr. John Simpson and Mr. Rob Degocia, representing the property owner at 950 N. IL Rte. 83, presented Commissioners with a comprehensive review of the types and styles of billboard signs that could be erected should the City approve the requested Text Amendment. Their presentation took into consideration the perceived financial benefits to the City with this type of sign; additionally, they pointed to the improved identification

of Wood Dale as a possible destination to drivers observing the sign and the advantages of providing general information to the general populace. Ms. Pociеча explained that, while petitioner's request for a Text Amendment reflects a proposal by a singular property owner at 950 N. IL Rte. 83, such an amendment, if approved, would effectively extend to any other property that meets the parameters of the amendment. Attorney Conway further expanded on that fact, stating that petitioner's presentation at this meeting is not the subject of this public hearing; rather, it is only a request to amend the regulations of the City's Sign Code. In addition, Ms. Pociеча noted that signage along state controlled routes requires approval by the Bureau of Land Acquisition Outdoor Advertising at IDOT. Petitioner stated that they do have the State's approval for this sign. The overall purpose of the Sign Code was briefly discussed as were the standards which must be met when considering any Text Amendment. In considering all of the issues brought by petitioner and after a thorough review of all of the information presented, staff is of the opinion that the request does not demonstrate compliance with the Comprehensive Plan and the UDO. Commissioners expressed concerns regarding approval of the requested Text Amendment; specifically, the precedent that would be set regarding any future requests for this type of signage anywhere within the City. Petitioner was informed of the process which follows a recommendation for approval or denial by the Community Development Commission; specifically their right to revise and make another presentation.

PUBLIC COMMENTS

There were no comments from the public and the Public Hearing was concluded at 8:15 P.M.

VOTE:

Mr. Woods made a motion as follows: I move that the Community Development Commission recommend to the City Council approval of the Text Amendment allowing off premises signs as requested by the Petitioner in Case No. CDC-2021-02. The motion was seconded by Mr. Petersen. A roll call vote was taken with the following results:

Ayes: Vant
Nays: Petersen, Ochoa, Woods
Abstain: None
Motion: Denied

STAFF LIAISON REPORT:

No report.

ADJOURNMENT:

Mr. Woods motioned to adjourn the meeting, which was seconded by Mr. Ochoa. The motion was unanimously approved via voice vote. The meeting adjourned at 8:30 P.M.



CDC
March 15, 2021

Minutes taken by Marilyn Chiappetta

Approved April 19, 2021



REQUEST FOR COUNCIL ACTION

Referred to Council:	May 20, 2021
Subject:	PW Facility Architect Agreement
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and Williams Architects for the Public Works Facility Improvements in an Amount Not to Exceed \$962,500

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 7-1

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and Williams Architects for the Public Works Facility Improvements in an Amount Not to Exceed \$962,500 Subject to Attorney Review.

BACKGROUND:

The City previously entered into an agreement with Williams Architect for predesign services to develop a concept plan for the Public Works facility renovations. The plan was presented to the Public Works Committee at the April 8 meeting and was unanimously approved by the Committee. The next step in the process is to enter into an agreement with an Architecture and Construction Management firm to complete the final design, bidding, and construction. Williams Architects was selected due their familiarity with the City's needs as they have been involved in the process from the beginning and have a proven track record of completing comparable projects. Williams will work in coordination with the City's selected Construction Management Firm to complete the final design, offer bidding assistance, and provide certain oversight and project management functions as detailed in the attached agreement.

ANALYSIS:

The City budgeted \$800,000 within the CIP for design services for this project in FY 2022. The actual fees will be invoiced monthly in proportion to services performed and will be split between FY 2022 and 2023.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Draft Williams Agreement

RESOLUTION NO. R-21-25

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WILLIAMS ARCHITECTS FOR THE PUBLIC WORKS FACILITY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$962,500

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **WILLIAMS ARCHITECTS** for the **PUBLIC WORKS FACILITY IMPROVEMENTS**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **WILLIAMS ARCHITECTS**, the Mayor and the City Council find **WILLIAMS ARCHITECTS** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

DRAFT AIA® Document B133™ - 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the «11» day of «May» in the year «2021»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Village of Wood Dale »« »
«404 N. Wood Dale Road »
«Wood Dale, IL 60191 »
« »

and the Architect:
(Name, legal status, address and other information)

«Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143 »« »

for the following Project:
(Name, location and detailed description)

«Remodeling & Additions to the Wood Dale Public Works Facility at »
«720 & 790 N. Central Ave. »
«Wood Dale, IL 60191
WA Project No.: 2020-034 »

The Construction Manager (if known):
(Name, legal status, address and other information)

«Frederick Quinn Corporation »« »
«103 S. Church St. »
«Addison, IL 60101 »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«The Planning Study by Williams Architects approved by City Council on 8 April 2021. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«Project will utilize the 2 properties owned by the City; the existing Public Works Facility at 720 N. Central and the recently purchased property at 790 N. Central. Existing building at 720 to be modestly renovated, repaired and improved. The property at 790 will have the existing building remodeled, and it is expected to have a new garage and salt storage station added along with material storage bins and significant site work. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«Total Construction Budget is \$10,555,242

Total Project Budget is \$11,840,743 not including acquisition »

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

« Based upon approval of this Agreement on 13 May 2021.

Description	Duration
Board Approval / Notice to Proceed	1 Day
Project Start-Up and Data Exchange	1 Week
Schematic Design	8 Weeks
SD Quality Control	1 Week
SD Cost Estimate (by CM)	1 Week
City Approval	2 Weeks
Design Development	8 Weeks
DD Quality Control	1 Week
DD Cost Estimate (by CM)	1 Week
Bid Release 1 Construction Documents	6 Weeks
Bid Release 1 CD Quality Control /CM Scopes	2 Weeks
Bid Release 1 Bidding	3 Weeks
City Contract(s) Approval	3 Weeks
Bid Release 2 Construction Documents (starts at same time as Bid Release 1 Construction Documents)	12 Weeks
Bid Release 2 Quality Control	1 Week
Bid Release 2 Scopes by CM	1 Week
Bid Release 2 Bidding	3 Weeks
Bid Release 2 City Approval	3 Weeks
Bid Release 1 Construction	3 Months
Bid Release 2 Construction	9 Months
Architects Total Construction Administration	12 Months

»

2 Commencement of construction:

«Phase 1 Construction: Remodeling of the 790 N. Central Ave. building targeted to start December 2021 »

3 Substantial Completion date or milestone dates:

«Targeted completion in late 2022. »

4 Other:

« XX »

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- [] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

«Construction expected to be phased. This phased construction will likely require multiple bid releases: First Phase includes remodeling of the 790 building, followed by site work and building improvements on the 790 property. Second Phase will include the remodeling and improvements to the 720 building and site. »

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

« XX »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

«Alan Lange / Director of Public Works. »« »« »

« »

« »

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

«To Be Determined »

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

«Frederick Quinn Construction

103 S. Church St.

Addison, IL 60101 »

2 Cost Consultant:

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

« Frederick Quinn Construction

103 S. Church St.

Addison, IL 60101 »« »« »« »

« »

« »

3 Land Surveyor:

«To Be Determined »« »

« »

« »

« »

« »

4 Geotechnical Engineer:

«To Be Determined »« »
« »
« »
« »
« »

.5 Environmental Consultant:

«To Be Determined »« »
« »
« »
« »
« »

.6 Commissioning of HVAC and Other Systems:

«To Be Determined »« »
« »
« »
« »
« »

.7 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

«To Be Determined »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

«Mark S. Bushhouse, AIA, LEED AP
Principal-in-Charge »
« »
«Marc Rohde, AIA, LEED AP »
«Senior Project Manager »« »« »

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
« »
« »
« »
« »

.2 Mechanical, Plumbing and Fire Suppression Engineer:

« »« »
« »
« »
« »



« »

3 Electrical Engineer:

« »« »

« »

« »

« »

« »

§ 1.1.12.2 Consultants retained under Additional Services:

«Civil Engineer:	
Landscape Architect:	
Low Voltage Systems Design:	Sentinel Technologies
Interior Finishes Design:	Williams Interiors
Interior Furniture Design:	Williams Interiors
Interior Signage Design:	Williams Interiors
Fleet & Shops Equipment Design:	Whitman Requardt & Associates
»	

§ 1.1.13 Other Initial Information on which the Agreement is based:

« XX »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit as modified, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than « One Million Dollars » (\$ «1,000,000 ») for each occurrence and «Two Million Dollars » (\$ «2,000,000 ») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles non-owned, hired and rented by the Architect with policy limits of not less than «One Million Dollars » (\$ «1,000,000 ») combined single limits and aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than «Five Hundred Thousand Dollars » (\$ «500,000») each accident, «Five Hundred Thousand Dollars» (\$ «500,000») each employee, and «Five Hundred Thousand Dollars » (\$ «500,000 ») policy limit.

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «Two Million Dollars » (\$ «2,000,000 ») per claim and «Two Million Dollars » (\$ «2,000,000») in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies..

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's

review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner shall be responsible to pay all fees, including permitting fees, associated with such approvals.

§ 3.2 Evaluation of the Construction **Manager's** Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall review the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the design of the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager for the Owner's written approval. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Bidding Phase Services

The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 participating in a pre-bid conference for prospective bidders, and
- .2 preparing response to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.6.1 The Architect shall, as an Additional Service, consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2 The Architect shall provide conformed construction documents incorporating changes required for permits and final project scope included in Owner Contractor Agreement.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.7.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means,

methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site as required herein and in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Site visits shall occur on an average of once every two weeks, but may be more or less frequent depending on the construction activity as further defined in Section 4.3.3. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to recommend that the Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a recommendation made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.7.3 Certificates for Payment to Construction Manager

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.7.3.4 The Architect shall not review any waivers of lien from Contractor or its subcontractors or suppliers nor shall it investigate or verify if the Contractor, its subcontractors or material suppliers have received payment.

§ 3.7.4 Submittals

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time of ten (10) business days) while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.7.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.7.5 Changes in the Work

§ 3.7.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.7.6 Project Completion

§ 3.7.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager		
§ 4.1.2 Programming	Completed	
§ 4.1.3 Multiple preliminary designs	Completed	
§ 4.1.4 Measured drawings	Architect	4.2.2.8
§ 4.1.5 Existing facilities conditions	Completed	
§ 4.1.6 Site evaluation and planning	Completed	
§ 4.1.7 Building information modeling	Architect	Included in Basic Services
§ 4.1.8 Civil engineering	Architect	4.2.2.1
§ 4.1.9 Landscape design	Architect	4.2.2.2
§ 4.1.10 Architectural interior design	Architect	4.2.4
§ 4.1.11 Value analysis	Architect & CM	Article 6
§ 4.1.12 Detailed cost estimating	CM	Article 6
§ 4.1.13 On-site project representation	CM	3.7.1
§ 4.1.14 Conformed construction documents	Architect	3.6.2
§ 4.1.15 As-designed record drawings	Not Provided	
§ 4.1.16 As-constructed record drawings	CM	3.7.6.4
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Not Provided	
§ 4.1.21 Telecommunications/data design	Owner	4.2.1.2
§ 4.1.22 Security evaluation and planning	Not Provided	
§ 4.1.23 Commissioning	T.B.D.	

§ 4.1.24 Extensive environmentally responsible design	Not Provided	
§ 4.1.25 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.27 Interior, furniture, furnishings, and equipment design	Architect	4.2.2.15
§ 4.1.1.28 Public/Board Zoning Meetings, submittals and Approvals	Architect	4.2.2.6
§ 4.1.1.29 Fast-track design services	Architect	4.2.2.3

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Owner’s responsibility, if not further described in an exhibit attached to this document.

§ 4.2.1 **Owner’s Additional Services** The Owner’s Additional Services are as follows:

1. Telephone, Computer and Other Special Systems (§ 4.1.20):

The Owner shall be responsible for the design and coordination of the telephone, computer, and other special systems not a part of the building’s power, lighting, mechanical, fire suppression, fire alarm, access control, CCTV, low voltage wiring, audiovisual and paging systems. The Architect design conduits, electrical boxes and power to allow for the Owner designed system.

§ 4.2.2 **Architect’s Additional Services** The Architect’s Additional Services are as follows:

«1. Civil Engineering

Design of drainage and stormwater detention system, paving, curbs, sidewalks, other hardscapes, topography, parking area, drains, utilities more than 5’ from building.

2. Landscape Architecture (§ 4.1.9)

Including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design).

3. Fast-Track / Multiple Bid Releases (§ 4.1.29)

Multiple bid releases to be utilized, the extra services associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered a Supplemental Service.

4. Interior Design Services

Interior Design Service by Williams Architects’ Interior Department to provide:

- a. Multiple color range options
- b. Meet with the Owner and work with the Owner to select and refine the preferred color theme.
- c. Meet with the Owner and select the specific interior finishes, materials and colors.
- d. Design Owner approved patterns for the finishes.
- e. Assist the Architect with refinements to the interior wall layouts.
- f. Services during the bidding phase to answer contractor questions.
- g. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the interior finishes and to provide a field report after each site visit.

5. Furniture Design Services

Furniture Design Services by Williams Architects’ Interior Department to provide:

- a. Work with the Owner to determine the facility’s furniture needs.
- b. Based upon the inventory of furniture to be reused in this facility determine the added amount of furniture needed.
- c. Furniture layout options for review, selection and refinement with the Owner using plan drawings and furniture lists.
- d. Multiple furniture manufacturer and quality level options along with their estimated costs for view with the Owner.

- e. Coordinate the furniture with the building interior finishes color and textures. (If the Architect has also provided the Interior Design Services).
- f. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
- g. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
- h. Visit the site 2 times when appropriate to observe the delivery and installation of the furniture to review the furniture and its installation and provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation.

6. Public Board / Zoning Meetings, Submittals and Approvals (§ 4.1.28)

If the Owner requests assistance from the Architect as part of the zoning process, beyond the four (4) public meetings included, these services shall be considered an Additional Service.

7. Low Voltage: Access Control, CCTV, Audio Visual and Paging Systems (§ 4.1.21)

Design of Audio/Visual (A/V), CCTV, Access Control and Paging Systems and communication wiring for these systems and the Owner designed computer and phone systems (Selection of equipment and design of the computer and phone systems are by the Owner).

§ 4.2.2.8 Measured Existing Floor Plan Layouts »

Architect to provide general measurements of floor plan layouts of the existing buildings to be remodeled. Heights, elevations and any other existing dimensions to be provided by Owner's surveyor. »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement.

Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;

- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «On an average of one visit every two weeks for 12 months » to the site by the Architect over the duration of the Project during construction
- .3 «One » («1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One » («1 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within «twenty-four» («24») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 **Construction Manager's Obligation to Insure for Bodily Injury Claims**

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.17 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or the Owner to furnish information or to approve or to disapprove the Architect's services or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

§ 5.18 Indemnity for Deviation

The Owner may choose to act as its own general contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultant are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

§ 5.19 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager or the subcontractors. However, Construction Manager, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect.

§ 5.20 Builders Risk Insurance:

The Owner shall require that the Architect and its employees to be named as additional named insureds under the Builders Risk Insurance purchased by the Owner and/or Construction Manager applicable to the Project.

§ 5.21 The Owner shall furnish the services of a scheduling consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.22 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If

the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. If the Owner reduces the budget for the Cost of the Work at any time during the Project, the Architect shall be entitled to be compensated for all services rendered based upon the budgets that were in effect in the services were rendered.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, during the Schematic Design Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, and if the estimate exceeds the previous Owners budget by less than 10%, then the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the start of the Construction Document Phase. If the estimate exceeds the Owner's budget by 10% or more then the Architect shall be compensated to incorporate the required modifications under Articles 11.3 and 11.4 at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. The documents in electronic file format will be provided upon request. The information is proprietary in nature, and shall only be utilized for the Project. All drawing information contained therein, including but not limited to blocks, symbol libraries, details, etc. shall not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, and for informational purposes in connection with altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service on the Project or for other purposes or projects, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Consequential damages shall be as defined in the AIA A-201-2017 General Conditions and include, but are not limited to, loss of use, lost profit, loss of income and loss of revenue.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by ADR Systems, 20 N. Clark Street, Chicago, Illinois by a mutually agreeable mediator. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and if termination is not between the phases of the Architect's services, all termination expenses set forth in Article 9.7. The Architect shall also be compensated for costs attributable to the Architect's termination of its consultant agreements.

§ 9.7 Intentionally Deleted.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located..

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the

completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Indemnity from Contractors Required in Construction Contract

The following clause shall be inserted in the General Conditions of the Construction Contracts for the Project:

To the fullest extent permitted by law, the Construction Manager shall waive all rights of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of the Construction Manager or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

§ 10.10 The Owner shall not require arbitration as the binding dispute resolution forum with the Construction Manager and shall strike the arbitration requirements in the A201-2017.

§ 10.11 The Owner shall require the Construction Manager to name the Owner and the Architect and their respective directors, officers and employees as additional insureds on the Construction Manager's automobile and general liability for liability arising out of the operations of the Construction Manager. The Owner shall require the Construction Manager's excess policies be following form and shall also require that the Construction Manager's general liability and automobile liability policies be endorsed to be primary and non-contributory over any other insurance carried by the additional insureds. The Owner shall require the Construction Manager to submit written evidence of its compliance with this Section.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«1. For the Basic Design Services of the Project, based upon the Council approved Study that has a total construction budget of up to \$10,555,242, the fee shall be a lump sum of \$735,000. If the project construction budget is increased by the Owner for any reason beyond the \$10,555,242 construction budget, the fee will be calculated based as follows:

- a. If the total completed construction cost exceeds \$10,555,242, then the Basic Services fee shall be increased by 6.5% of the amount that exceeds \$10,555,242.
- b. This includes the services for the Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration phases of the project.»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

- «Additional consulting design services throughout the basic service phases, are as follows:
- a. Civil Engineering: Civil Engineering fee is currently estimated at \$95,000 (which includes the Architect's 15% markup)
 - b. Interior Signage Design: A lump sum of four thousand five hundred dollars (\$4,500.00)
 - c. Furniture Design: A lump sum of seventeen thousand dollars (\$17,000.00)
 - d. Interior Finishes Design: A lump sum of nineteen thousand dollars (\$19,000.00)
 - e. Landscape Architecture, including the design and selection of all exterior trees, bushes, grasses, ground treatments and other plantings (not including irrigation system design); A lump sum of nineteen thousand dollars (\$19,000.00).
 - f. To provide design services for the Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, closed circuit, TV, Audio Visual and Paging Systems; a lump sum of twelve thousand dollars (\$12,000.00).
 - g. Maintenance Equipment & Facility Design by Whitman, Requardt & Associates; a lump sum of forty-five thousand dollars (\$45,000.00).
 - h. Multiple Bid Releases: Additional bid release for remodeling work in the 790 building including drawings, specifications, bidding assistance and construction administration; a lump sum fee of sixteen thousand dollars (\$16,000.)»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

«On an hourly basis from the Rate Table below or as mutually agreed upon in writing. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « one point one five » percent («1.15 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« Fourteen»	percent («14»	%)
Design Development Phase	«Sixteen»	percent («16»	%)
Construction Documents Phase	«Forty-Two»	percent («42»	%)
Construction Phase	«Three»	percent («03»	%)
Construction Administration Phase	Twenty-Five		25	
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be

entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
Principal II	\$ 243.00 / Hour
Principal I	\$ 224.00 / Hour
Associate Principal	\$ 206.00 / Hour
Senior Associate / Senior Project Manager	\$ 202.00 / Hour
Associate / Project Manager	\$ 184.00 / Hour
Architect III	\$ 163.00 / Hour
Architect II	\$ 150.00 / Hour
Architect I	\$ 135.00 / Hour
Senior Project Coordinator II	\$ 163.00 / Hour
Senior Project Coordinator I	\$ 150.00 / Hour
Project Coordinator IV	\$ 123.00 / Hour
Project Coordinator III	\$ 112.00 / Hour
Project Coordinator II	\$ 95.00 / Hour
Project Coordinator I	\$ 82.00 / Hour
Project Technician II	\$ 64.00 / Hour
Project Technician I	\$ 49.00 / Hour
Aquatic Engineer II	\$ 194.00 / Hour
Aquatic Engineer I	\$ 148.00 / Hour
Director of Marketing	\$ 181.00 / Hour
Marketing Coordinator	\$ 131.00 / Hour
Accounting	\$ 174.00 / Hour
Secretarial	\$ 123.00 / Hour
Clerical	\$ 87.00 / Hour
Director of Interior Design	\$ 165.00 / Hour
Interior Designer V	\$ 129.00 / Hour
Interior Designer IV	\$ 108.00 / Hour
Interior Designer III	\$ 84.00 / Hour
Interior Designer II	\$ 71.00 / Hour
Interior Designer I	\$ 49.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Intentionally Deleted;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and

.10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « fifteen » percent («15 » %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

«XX »

§ 11.9 Compensation for Use of **Architect's** Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« Eight (8%) percent of the remaining fee due the Architect »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of « zero » (\$ «0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «thirty » («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Payments and interest shall be made in accordance with the Prompt Payment Act of the governing body where the Project is located.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to the Construction Manager or other contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«§ 12.1 **Limited Liability Entity.** The Architect acknowledges that the Owner is a municipality and agrees that any claim made by the Architect arising out of any act or omission of any elected official, director, officer or employee of the Owner in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual elected officials, directors, officers or employees. Owner acknowledges that the Architect is a cooperation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

§12.2 **Responsibility for Code Compliance.** The Architect shall conform the final Drawings and Specifications to applicable building codes existing on the date of completion of the final Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its

own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government requirements.

§ 12.3 **Americans With Disabilities Act.** The Architect shall conform the Construction Documents to the requirements known to similarly situated architects with the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service. The Owner shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.4 **Electronic Media.** The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Construction Manager, its subcontractors, sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work. The Architect shall be compensated by these Construction Manager, its subcontractors, sub-subcontractors and material or equipment suppliers for these electronic files of the Instruments of Service.

»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

« »

- 2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

WILLIAMS ARCHITECTS, a corporation

OWNER (Signature)

«
City of Wood Dale, IL »« »

(Printed name and title)

ARCHITECT (Signature)

«Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal »« »

(Printed name and title)



REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: PW Facility Construction Management
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and FQC Construction Management for the Public Works Facility Improvements in an Amount Not to Exceed \$821,855

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 7-1

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and FQC Construction Management for the Public Works Facility Improvements in an Amount Not to Exceed \$821,855 Subject to Attorney Review.

BACKGROUND:

FQC previously offered predesign services to the City during the development of the concept plan for Public Works facility improvements. FQC worked in coordination with Williams Architects and City staff to develop cost estimates which provide the basis for the City's budget, as well as advice on constructability issues and project scheduling. The plan was presented to the Public Works Committee at the April 8 meeting and was unanimously approved by the Committee. The next step in the process is to enter into an agreement with an Architecture and Construction Management firm to complete the final design, bidding, and construction. FQC was selected due to their involvement in the predesign phase, familiarity with the City's needs, proven track record of completing comparable projects, and their close working relationship with the City's selected Architecture firm, Williams Architects. FQC, as Construction Manager as Constructor, would work in conjunction with Williams Architects to provide construction management services throughout the design, bidding, construction, and construction close out phases. A full scope of their services are provided in the attached documents.

ANALYSIS:

Approval of this agreement would initiate preconstruction services in a fixed fee amount of \$20,000. Once the project has been bid and awarded, FQC would provide an amendment specifying the Guaranteed Maximum Price for services based on a percentage of the total contract value. These fees will be split between FY 2022 and 2023. The City budgeted \$800,000 for design services for FY 2022.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ FQC Proposal
- ✓ Draft AIA Agreement

RESOLUTION NO. R-21-26

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND FQC CONSTRUCTION MANAGEMENT FOR THE PUBLIC WORKS FACILITY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$821,855

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **FQC CONSTRUCTION MANAGEMENT** for the **PUBLIC WORKS FACILITY IMPROVEMENTS**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **FQC CONSTRUCTION MANAGEMENT**, the Mayor and the City Council find **FQC CONSTRUCTION MANAGEMENT** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



April 28, 2021

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

CONSTRUCTION MANAGEMENT SERVICES
Additions and Renovations to Public Works Facility

Dear Mr. Lange:

This proposal has been prepared in response to your request for a fee proposal for the above referenced services associated with the planned improvements to support the City of Wood Dale Public Works department. The purpose of this proposal is to outline the basis of an agreement between the City of Wood Dale and Frederick Quinn Corporation (FQC), anticipating a formal agreement following a Standard AIA Form of Agreement between Owner and Construction Manager as Constructor.

Frederick Quinn Corporation (FQC) proposes to provide construction management services to assist the City through the process of planning, design, bidding and construction of the contemplated construction work. FQC will work in conjunction with the City and your selected architecture/engineering partner, Williams Architects, to help plan and implement a solution that responds to the anticipated scope of work, the preliminary planning work done to date, and as directed by the City. This proposal is presented in four parts: Project Understanding, Scope of Services, Schedule and Compensation.

Project Understanding:

FQC understands that the City requires assistance in developing a final plan for implementation of the planned improvements, following the Conceptual Design presentation made to the City on April 8, 2021. The scope of the project includes renovations to the existing Public Works building (720 N. Central Ave.), renovations to the 790 N. Central Ave. building, construction of a new vehicle storage and maintenance building adjacent to and/or connected to the 790 N. Central Ave. building, and associated site improvements. Beyond the planning and preconstruction phase of work, FQC understands that the City of Wood Dale would work with FQC as a construction manager, providing pre-construction, bidding and construction oversight services to manage the entire lifecycle of the project from design through new construction, project close-out and warranty phase services.

Mr. Alan Lange
City of Wood Dale
April 28, 2021
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Scope of Services:

Preconstruction Services – These services are provided during the planning and design phase of the project to assist the City and the architect/engineer team to plan for and develop a Best Value solution in terms of quality, cost and schedule. Throughout design we meet on a regular basis to review decisions in terms of durability, cost, phasing/logistics, sustainability and maintainability. These meetings will be attended by Mr. Fred Marano, Chief Estimator, Mr. John Eallonardo, Project Director and Mr. Jack Hayes, Project Executive. The specific services include Value Engineering, Cost Estimating, Logistics of Construction, Scheduling and Document Review. As design progresses we will work with Williams Architects, the City and our construction team to develop a bid strategy in terms of bid packaging and trade contractor qualification.

Construction – FQC takes the lead in the trade contractor procurement process including finalizing the documents for public bidding and leading the process from legal advertisement through public bid opening, scope reviews and recommendations for award to the City. FQC will conduct detailed scope reviews with all trade contractors and provide a full complement of services necessary to manage the entire process of construction. We provide on-site field supervision and project support personnel who manage the day-to-day construction activities. The personnel assigned to the project will be determined based on the final schedule and phasing of the project. The field team is supported by Mr. John Eallonardo on a daily and weekly basis, and by Mr. Jack Hayes, President, as your Project Executive. We are responsible for every step of the process from bid opening to construction oversight, site logistics, quality, schedule and project close-out. Our team stays with your project into the post occupancy warranty phase to assure you 100% satisfaction.

Draft Schedule:

FQC understands that the District requires the project to move forward in an expeditious manner, with work occurring in two packages. Design is anticipated to commence immediately with public bidding of the renovation of the 790 N. Central Ave. building to occur in the fall of the current year with construction work beginning in approximately December of 2021. Bidding for the renovation of the existing building and new construction is currently anticipated to occur in early 2022 with construction of these project components to begin in the approximately the Spring of 2022. Completion of all work is anticipated by the end of 2022.

As part of our standard scope of services, FQC will develop a comprehensive project schedule. FQC will work throughout the preconstruction phase in developing a comprehensive phasing plan and project schedule including each area of work, bidding and construction sequencing. This schedule will be provided for review and approval by the City.

Draft Schedule (cont'd.):

Based on the preliminary project information available at this time FQC anticipates the overall schedule would generally adhere to the following:

Initial Bid Package for renovation of existing 790 N. Central Ave. building:

- Design/Bidding Documents – October, 2021
- Bidding/Contracts – October to December, 2021
- Construction – December, 2021 to March, 2022

Second Bid Package for existing Public Works facility and New Construction:

- Design/Bidding Documents – January, 2022
- Bidding/Contracts – February, 2022
- Construction – March to November, 2022

Compensation:

Preconstruction Services – These services include the work required to help finalize the project plan and develop, evaluate and confirm the project scope, budget and schedule. Throughout this phase of work, FQC will work extensively with the City and Williams Architects to provide value engineering, constructability review, cost estimating, logistics, schedule development and phasing input. FQC does not limit the number of coordination meetings needed as part of this agreement. Formal cost estimates will be provided (at a minimum) at the completion of each design phase. FQC proposes to provide Preconstruction Services for a fixed fee of \$20,000.00.

Construction – These services include the work required for proper management, oversight and execution of all construction activities. These expenses will be budgeted for and included as part of the hard construction cost portions of a project. We will outline below our proposed fee structure:

- **General Conditions:** The primary general conditions costs are for the full-time, professional construction management supervision necessary to manage, oversee and coordinate a high quality, safe construction process. The general conditions costs include items that are required to support the actual execution of construction activities on site, such as temporary facilities, field office expenses, technology, etc. These costs are budgeted for and billed as part of the construction cost on a monthly basis. The proposed monthly fixed General Conditions cost for a single field Superintendent is \$25,000. The total General Conditions costs, currently estimated at fourteen months, will be presented to the City for approval once the scope and schedule of the project has been finalized. The City and FQC will agree to the final schedule prior to bidding of the main project components, at which time the General Conditions will be fixed as a final Not to Exceed.
- **Construction Management Fee:** FQC proposes to provide comprehensive construction management services for a fee of 3.0% times the actual cost of work. There will be no other reimbursable expenses or standard individual billing rates.

Mr. Alan Lange
City of Wood Dale
April 28, 2021
Page 4

Compensation (cont'd.):

- Insurance and Bonds: Insurance coverage (General Liability, Worker's Compensation, Employment, Auto and Professional Liability) would be provided at a rate of 0.90% times the actual cost of construction. Performance and Payment Bonds are provided at a rate of 0.75% times the actual cost of construction. These costs will be billed during construction in proportion to the completion of construction work put in place.

The following summarizes the components of compensation:

Preconstruction:	\$ 20,000.00
General Conditions – Sr. Superintendent/Field Office:	\$ 25,000.00/month
CM Fee:	3.0% x cost of work
Insurance:	0.90% x cost of work
Bonds:	0.75% x cost of work

Based on the Conceptual Design construction cost estimate of \$9,250,756 presented to the City, and an anticipated construction schedule of fourteen months, the estimated total for FQC services would be as follows:

• Preconstruction Services:	\$ 20,000
• General Conditions:	
○ 14 months @ \$25,000/mo.	\$ 350,000
• Insurance @ 0.9% of construction cost	\$ 86,407
• CM Fee @ 3% of construction cost	\$ 290,615
• Bonds @ 0.75% of construction cost	<u>\$ 74,833</u>
Estimated FQC Total	\$ 821,855

FQC looks forward to the prospect of working with the City of Wood Dale and of being a service to you and your community on this very important assignment. If the terms of this proposal are acceptable, please sign the Acceptance section below, authorizing FQC to proceed with Preconstruction Services. Upon acceptance of this proposal, FQC understands that the District will work with legal counsel and FQC to prepare a formal AIA contract agreement. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

FREDERICK QUINN CORPORATION


Jack Hayes
President

Accepted By:

Signature

Date

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «6th» day of «May» in the year «2021»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:
(Name, legal status and address)

«Frederick Quinn Corporation
103 South Church Street
Addison, IL 60101 »« »
« »

for the following Project:
(Name and address or location)

«Additions and Renovations to Public Works Facility
• 720 N. Central Avenue
• 790 N. Central Avenue»
« »

The Architect:
(Name, legal status and address)

«Williams Architects
500 Park Blvd., Suite 800
Itasca, IL 60143 »« »
« »

The Owner's Designated Representative:
(Name, address and other information)

«Mr. Alan Lange
Director of Public Works
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191
630-787-3761 »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1215195497)

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« »
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The Construction Manager's Designated Representative:
(Name, address and other information)

«[Jack Hayes](#)
[President](#)
[Frederick Quinn Corporation](#)
[103 S. Church Street](#)
[Addison, IL 60101](#)
[630-628-8500](#) »

« »
« »
« »
« »
« »

The Architect's Designated Representative:
(Name, address and other information)

«[Mr. Marc Rohde](#)
[Williams Architects](#)
[500 Park Blvd., Suite 800](#)
[Itasca, IL 60143](#)
[630-221-1212](#)
»

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« »
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The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to cause the Project to be performed in an expeditious and economical manner consistent with the interests of the Owner during the pre-construction phase and consistent with the interests of the owner and Construction Manager during the construction phase. The Construction Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Contract Documents or any exercise by the Owner of any of its rights under this Agreement. The grant of various rights to the Owner or the failure of the Owner to exercise those rights does not and shall not create any responsibility or liability in the Owner for any neglect, wrongful act, error or omission of the Construction Manager in the provision of its services of otherwise for any breach by the Construction Manager of any of its obligations under this Agreement. The Construction Manger has been engaged to

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provide professional services because of its character, expertise and qualifications in dealing with and acting a construction manager and owner's representative on projects of similar scope and kind. For administrative oversight and project delivery responsibility purposes. Construction Manager shall hold the contracts or subcontractors with the various trade contractors (hereinafter referred to as "trade contractors", "Contractors" or "Subcontractors") selected by Owner in compliance with applicable public competitive bidding requirements and in consultation with the Construction Manager to perform the portions of the Work; however, Construction Manager shall not be a constructor and except under the limited circumstances specifically provided elsewhere in this Agreement shall neither perform any of the Work with its own forces, or provide any of the materials or equipment for the Project except for the General Conditions items identified at paragraph 5.1.1. Construction Manager shall be responsible to Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. such schedule shall outline critical path items for the construction phase including, but not limited to, identifying long lead items, planned milestones, inspectin/approval dates, substantial and final completion dates. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

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§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. ~~Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.~~

Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

The Construction Manager shall promptly inform the Owner if the Construction Manager learns of any subcontractor or bidder who is not complying with the applicable laws, statutes, ordinances, codes, rules and regulations; including those laws set forth in Section 11.5

§ 2.1.9.1 The Construction Manager shall assist the Owner to publically advertise the Work of the Project and solicit competitive bids in accordance with applicable law and shall develop bidder interest in the Project and establish bidding schedule.

§ 2.1.9.2 The Construction Manager with the assistance of the Architect and Owner shall prepare bid packages and issue bidding documents to prospective bidders, shall arrange for and supervise all necessary prebid meetings; and shall assist the Architect with regard to answers to bidders' questions and issuance of agenda in compliance with state law.

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§ 2.1.9.3 The Construction Manager shall investigate the responsibility of apparent low bidders and shall advise the Owner of the results of such investigations.

§ 2.1.9.4 After receiving bids, the Owner shall determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids shall ultimately be accepted.

§ 2.1.9.5 Construction Manager shall also disclose to Owner the existence of any pecuniary relationship or interest the Construction Manager has in or with any bidder.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager which shall be promptly after the date when all bids are received and recommendations are made for acceptance and shall be before any physical construction begins, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The parties will use their best efforts to complete all bidding within ninety (90) days of receipt of one hundred percent (100%) Construction Documents. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee, including overhead and profit.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed

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Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. The failure of the Construction Manager to notify the Architect and Owner of any such inconsistency shall not entitle the Construction Manager to an increase in the Guaranteed Maximum Price caused by any such inconsistency unless such inconsistency could not have been discovered by the Construction Manager upon reasonably careful review of the revised Drawings and Specifications and agreed upon assumptions and clarifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.1.1 Construction Manager shall provide administrative, management, construction direction, and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect and such other services reasonably necessary in order to manage the Project and direct the Work of the Contractors and Subcontractors in accordance with the latest approved estimate of Construction Cost, the Project Schedule and Contract Documents. Construction Manager shall prepare, update and maintain a Project Directory, with the names and contact information (including emergency contact information) of the Owner, Owner's Representative, Architect, Construction Manager and Construction Manager's Site Superintendent, and each subcontractor, and shall provide copies to the Owner and Architect.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work (including all the qualifications necessary by Illinois Law for a public contractor), and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. ~~The log shall be available to the Owner and Architect.~~

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

~~§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect. INTENTIONALLY OMITTED~~

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable

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contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.1.4.5 Notwithstanding anything to the contrary contained in or implied from this Article 3, Owner shall be required to furnish only information or services described in this Article 3 requested by the Construction Manager in writing, in reasonable detail and in reasonable advance of when such information is needed by the Construction Manager to timely and properly perform its services. Each request by the Construction Manager for information shall specify a reasonable date by which such information is needed.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner, to the extent limited by the applicable Illinois and local law, with respect to the Project. The Owner's representative shall render decisions, to the extent limited by applicable Illinois and local law, promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133~~TM~~TM01-2007~~+~~⁴, Standard Form of Agreement Between Owner and Architect, as modified by Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2, the Owner shall compensate the Construction Manager as follows: a fixed fee, lump sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000). Construction Manager shall not be entitled to reimbursement of any expenses accrued during Preconstruction Phase

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: (Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«-»

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «nine » («9 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. All Payments shall be due and payable in accordance with the Prompt Payment Act (50 ILCS 505 et seq.). All interest paid for late payments will be subject to the interest rate caps specified in the Prompt Payment Act (50 ILCS 505 et seq.)

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

«-» % «-»

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 Article 6 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee: shall be payable as 3.0% of the Cost of the Work, and includes Construction Manager's profit and indirect and home office overhead to provide the services rendered herein. In addition to its fee, Construction Manager shall also be reimbursed 0.9% of the Cost of Work for insurance and 0.75% of the Cost of Work for the Bond.

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«-»

§ 5.1.2 General Conditions Reimbursement

Construction Manager shall be paid for its direct overhead General Conditions costs at the rate of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) per month beginning from the erection of construction fencing and ending thirty (30) days after the Substantial Completion date. Once the construction schedule is approved by Owner and Construction Manager, the General Conditions Reimbursement schedule shall be adjusted to the approved schedule. Thereafter, the Construction Manager shall receive a pro rata adjustment for any extensions or reductions of the Substantial Completion date. Compensation for the General Conditions Reimbursement will not be on the basis of actual costs incurred and no right of audit of such general conditions shall exist.

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§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« The method of adjustment of the Construction Manager's Fee for changes in the Work after establishment of the Guaranteed Maximum Price and adjustment for buyout is as follows:

Additive Changes: Construction Manager's Fee: 3.0% plus 0.9% insurance and 0.75% bond
Deductive Changes: Construction Manager's Fee: 3.0% plus 0.9% insurance and 0.75% bond

Percentage is applied to the net cost of the change.»

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«—»

§ 5.1.4 Rental rates for Construction Manager owned equipment shall not exceed ~~()~~ percent (~~()~~%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

«Construction Manager's contingency of 5% will be included in the GMP.
One hundred percent (100%) of any and all savings will be returned to the Owner. »

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs set forth in this Article 6 necessarily incurred by the Construction Manager in good faith and in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7, Article 6 and only if actually incurred by the Construction Manager.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Payment obligations of the Construction Manager to the trade contractors in accordance with the requirements of the subcontracts properly entered into in accordance with this Agreement.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction which are procured by Construction Manager for installation by Contractors. Upon request by the Owner the Construction Manager shall furnish to the Owner or obtain from the applicable contractors and furnish to the Owner any information and documentation necessary to verify the location, costs and quantities of materials paid for by the Owner but not installed.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

~~§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The General Conditions Reimbursement as set forth at paragraph 5.1.1.2 hereof shall be considered as part of the Cost of Work. Insurance and Bonds are billed separately pursuant to section 5.1.1 and 5.1.2.~~

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

~~§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.~~

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~~§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents:~~

~~§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld:~~

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work:~~

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, to the extent not (1) caused by the Construction Manager, Contractor, a Subcontractor or anyone for whom any of the preceding are responsible, or (2) capable of being prevented through timely notice to Owner and Architect of an unsafe condition, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged ~~or noneconforming~~ Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged ~~or noneconforming~~ Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below: Notwithstanding anything contained in or implied from any other provision of this Agreement, and except as such costs may be included in the General Conditions Reimbursement as set forth at paragraph 5.1.1.2 hereof, in addition to items specifically excluded from the Cost of the Work in other provisions of this Agreement, the cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received

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~~payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager.~~ Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.9.3 Construction Manager shall refund one hundred percent (100%) of any and all monies saved under the Guaranteed Maximum Price to Owner.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

~~§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~

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In recognition of the need for the Corporate Authorities of the Owner to approve payments at duly noticed public meetings, payments are due and payable in accordance with the Illinois Prompt Payment Act. Should a pay application not be submitted timely for review and approval prior to a scheduled meeting, the pay application, in accordance with the Prompt Payment Act, may be considered at the next meeting.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ~~« zero »~~ percent (~~« 0 »~~ %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~« zero »~~ percent (~~« 0 »~~ %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's and Surety's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work together with the written consent of the Surety and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« See IL Prompt Payment Act »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

§ 7.2.5 No Liens or Encumbrances

The Construction Manager at Risk shall carry out its responsibilities so as to keep the Owner's real and personal property free of all mechanic's liens and encumbrances (excepted as warranted by Owner's breach and failure to make payments as required) including the use of sworn statements and lien waivers for itself and its subcontractors in the progress payment made hereunder.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007, as modified. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

~~§ 9.3 Initial Decision Maker~~

~~The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven (7) days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

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- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1; ~~and or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such contracts, subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such contracts, subcontracts or purchase orders. All contracts, Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of contracts, subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the contract, subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. ~~In no event will Owner reimburse or indemnify Construction Manager for any unauthorized costs or costs arising after termination of the Contract.~~ If the Owner chooses not to accept assignment of any contract, subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the contract, subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement as amended.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

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§ 11.3 Governing Law

~~Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Contractors, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Ownership of the documents is in subject to AIA B101-2007 as executed, and as modified, between Owner and Architect.~~

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. ~~Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Construction Manager shall not assign this Agreement without the written consent of the Owner which may be withheld at Owner's sole discretion.~~ Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. ~~Except as provided in Section 13.2.2 of A201-2007, n~~Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

~~§ 11.5.1 In the event that any necessary equipment or temporary facilities are not provided by the Construction Manager as part of its General Conditions Reimbursement, Construction Manager shall supply or be responsible for making certain that the appropriate Contractors and Subcontractors supply and maintain any and all such equipment and temporary facilities necessary to properly and safely complete the Work. Construction Manager shall cause the Contractors and Subcontractors to provide and erect any required barricades or other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.~~

~~§ 11.5.2 Construction Manager shall cause Contractors and Subcontractors to limit material and equipment storage to the immediate area of the Work and such other areas as Owner may designate. Construction Manager shall cause Contractors and Subcontractor to so remove or dispose of such items.~~

~~§ 11.5.3 Construction Manager shall notify Owner in advance (to the extent practicable, notice shall be made at least forty-eight (48) hours in advance of any and all deliveries of major materials to the Project site) and shall give notice of receipt of material and equipment that Owner has indicated or customarily would want to inspect prior to incorporation into the Work. Construction Manager shall likewise provide Owner with similar advance notice prior to commencement of the Work, prior to resumption of the Work in the event of a temporary suspension lasting longer than seventy-two (72) hours, and at such other time intervals during the progress of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.~~

~~§ 11.5.4 Construction Manager shall comply and shall require the Contractors and Subcontractors to comply with all federal, state and local laws, rules and regulations applicable to the performance of the Work including without limitation all building codes, noise ordinances, the Americans with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.~~

~~§ 11.5.5 In the event of the Construction Manager's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the equal employment opportunity laws of Cook County, Illinois, Construction Manager may be declared 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 cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. In furtherance of the same, during the performance of this Contract, Construction Manager agrees as follows:~~

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1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, pregnancy, military status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilizations.
2. That, in all solicitations or advertisements for employees placed by it or on behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability or association with a person with a disability, military status, or an unfavorable discharge from military service.
3. That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advertising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and rules and regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
4. That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
5. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations.
6. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumes, so that provisions will be binding upon such Contractor or Subcontractor.
7. In the same manner as with other provisions of this Agreement, the Construction Manager will be liable for compliance with applicable provisions of this clause by such Contractors and Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Contractor or Subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any Contractor or Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 11.5.8 Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor and are published by the Illinois Department of Labor for DuPage County. The Construction Manager is responsible for determining the applicable prevailing wage rates at the time of performance of the Work and otherwise complying and requiring subcontractors to comply with the requirements of the Prevailing Wage Act. Failure of the Construction Manager to make such determinations or to require subcontractors to make such determinations shall not relieve it of its obligations in accordance with the Contract Documents.

§ 11.5.9 **Construction Contingency.** A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the building as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are

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reasonable inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager and labor and material overruns. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

« »

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, as amended
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
« »
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
« »
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

«FQC's Proposal dated April 28, 2021 attached as Exhibit A »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

Jack Hayes, President(Printed name and title)

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REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: Ward 2/3 Stormwater Project Contract D
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – Passed 7-0

RECOMMENDATION:

Staff Recommends an Agreement between the City of Wood Dale and Benchmark Construction for the Ward 2 & 3 Stormwater Improvement Project – Contract D in an Amount Not to Exceed \$5,338,033.40.

BACKGROUND:

The City is currently undertaking a multi-phase Stormwater improvement project in Wards 2 and 3 to mitigate flooding as part of the City's Stormwater Master Plan. The first phases of this project included improvements to Squaw Creek, storm sewer improvements to Dalewood Avenue and Gilbert Drive, approximately 7 acre-feet of underground detention along Potter Street and Prospect Avenue with associated storm sewer improvements within the Com Ed right-of-way. The current phase will add additional underground detention at Westview Elementary School, complete Squaw Creek to IL-19, and add additional conveyance between Lincoln Court and Robin Lane. Robinson Engineering is providing design and construction engineering services. A bid opening was held on April 5, 2021. Four bids were received with the following results.

- Benchmark Construction - \$5,338,033.40
- Berger Excavating Contractors - \$5,584,198.50
- Bolder Contractors, Inc. - \$5,726,367.00
- Martam Construction, Inc. - \$7,229,220.00

Robinson Engineering reviewed all bids for conformance to the specifications and find Benchmark Construction to be the lowest responsible bidder. Benchmark is in the process of completing the current phase of the Stormwater project and has performed favorably.

ANALYSIS:

The engineers estimate for this project was \$7,150,715 and \$7,500,000 was budgeted into the FY 2022 CIP. The low bid is approximately 25% lower than the engineer's estimate and \$2,161,966.60 lower than the budgeted amount. The City and Robinson Engineering are in the process of applying for an IEPA Water Pollution Control Loan to fund the project which will be repaid from Non-Home Rule Sales Tax revenue.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Robinson Engineering Letter of Recommendation and Bid Tabulation
- ✓ Benchmark Bid Packet

RESOLUTION NO. R-21-27

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BENCHMARK CONSTRUCTION FOR THE WARD 2 & 3 STORMWATER IMPROVEMENT PROJECT – CONTRACT D IN AN AMOUNT NOT TO EXCEED \$5,338,033.40

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **BENCHMARK CONSTRUCTION** for the **WARD 2 & 3 STORMWATER IMPROVEMENT PROJECT – CONTRACT D**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **BENCHMARK CONSTRUCTION**, the Mayor and the City Council find **BENCHMARK CONSTRUCTION** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **20th day of May, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **20th day of May, 2021.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

April 12, 2021

To: City of Wood Dale
404 North Wood Dale Road
Wood Dale, IL 60191

Attn: Mr. Alan Lange
Director of Public Works

RE: **WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
BID RESULTS**

Dear Mr. Lange:

We have reviewed the bids opened April 5, 2021, at City Hall for the above referenced project, and find them to be correct and in order as follows:

Contractor	As Read
Benchmark Construction	\$5,338,033.40
Berger Excavating Contractors	\$5,584,198.50
Bolder Contractors Inc.	\$5,726,367.00
Martam Construction Inc.	\$7,229,220.00

The low bidder is approximately 25% lower than the construction cost estimate of \$7,150,715.00. An itemized bid tabulation is enclosed for your review.

The subject project is planned to be funded by a low interest loan from the Illinois Environmental Protection Agency (IEPA). Final IEPA loan approval will likely occur after the City Council formally considers the contract award on May 6th, 2021. We, therefore, recommend award of the contract to the low responsible bidder, Benchmark Construction, in the amount of Five Million Three Hundred Thirty-Eight Thousand Thirty-Three and Forty Cents (\$5,338,033.40), contingent upon IEPA loan approval.

Very truly yours,



Jacob C. Wellbank, P.E.
Project Engineer
JCK/oh
(815) 412-2723
jwellbank@reltd.com

Encl. Bid Tabulation (5 pages)

Tabulation of Bids

Local Public Agency: City of Wood Dale
 County: DuPage
 Section: _____
 Estimate: \$7,150,715.00

Date: 04/05/2021
 Time: 2:30pm
 Project # 15-R0651D

Attended By: Alan Lange, Lynn Curiale, Patrick Hasings, and Jacob Wellbank

Item No.	Item Description	Unit	QTY	Unit Price	Total	Name of Bidder: Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
						Address of Bidder:	2260 Southwind blvd.	1205 Garland Road	316 Cary Point Drive	1200 Gasket Drive			
							Bartlett, IL 60103	Wauconda, IL 60084	Cary, IL 60013	Elgin, IL 60120			
Approved Engineer's Estimate													
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
2	MOBILIZATION	LSUM	1	\$100,000.00	\$100,000.00	\$319,000.00	\$319,000.00	\$585,000.00	\$585,000.00	\$340,000.00	\$340,000.00	\$420,000.00	\$420,000.00
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600	\$20.00	\$12,000.00	\$12.00	\$7,200.00	\$8.00	\$4,800.00	\$20.00	\$12,000.00	\$10.00	\$6,000.00
4	INLET FILTERS	EACH	25	\$200.00	\$5,000.00	\$150.00	\$3,750.00	\$185.00	\$4,625.00	\$50.00	\$1,250.00	\$180.00	\$4,500.00
5	PERIMETER EROSION BARRIER	FOOT	950	\$4.00	\$3,800.00	\$2.50	\$2,375.00	\$3.00	\$2,850.00	\$4.00	\$3,800.00	\$4.00	\$3,800.00
6	TEMPORARY DITCH CHECKS	FOOT	50	\$35.00	\$1,750.00	\$12.00	\$600.00	\$15.00	\$750.00	\$50.00	\$2,500.00	\$22.00	\$1,100.00
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	\$25.00	\$3,750.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$35.00	\$5,250.00
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	\$50.00	\$2,500.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$45.00	\$2,250.00
9	TREE ROOT PRUNING	EACH	30	\$200.00	\$6,000.00	\$90.00	\$2,700.00	\$90.00	\$2,700.00	\$50.00	\$1,500.00	\$100.00	\$3,000.00
10	TREE PROTECTION FENCING	FOOT	450	\$20.00	\$9,000.00	\$7.00	\$3,150.00	\$7.00	\$3,150.00	\$6.00	\$2,700.00	\$10.00	\$4,500.00
11	PAVEMENT REMOVAL	SQ YD	3,000	\$21.00	\$63,000.00	\$18.00	\$54,000.00	\$10.50	\$31,500.00	\$4.00	\$12,000.00	\$12.00	\$36,000.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5,000	\$3.00	\$15,000.00	\$2.50	\$12,500.00	\$2.50	\$12,500.00	\$2.55	\$12,750.00	\$4.00	\$20,000.00
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	\$20.00	\$2,000.00	\$18.00	\$1,800.00	\$10.50	\$1,050.00	\$12.00	\$1,200.00	\$12.00	\$1,200.00
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200	\$27.00	\$5,400.00	\$22.00	\$4,400.00	\$10.50	\$2,100.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00
15	SIDEWALK REMOVAL	SQ FT	6,000	\$3.00	\$18,000.00	\$2.00	\$12,000.00	\$0.85	\$5,100.00	\$1.00	\$6,000.00	\$2.00	\$12,000.00
16	CURB REMOVAL	FOOT	700	\$10.00	\$7,000.00	\$5.00	\$3,500.00	\$4.00	\$2,800.00	\$3.00	\$2,100.00	\$5.00	\$3,500.00
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,500	\$10.00	\$15,000.00	\$6.00	\$9,000.00	\$4.00	\$6,000.00	\$3.00	\$4,500.00	\$5.00	\$7,500.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4	\$400.00	\$1,600.00	\$440.00	\$1,760.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
19	REMOVAL OF POLE FOUNDATION	EACH	2	\$1,000.00	\$2,000.00	\$660.00	\$1,320.00	\$395.00	\$790.00	\$300.00	\$600.00	\$300.00	\$600.00
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1,500	\$18.00	\$27,000.00	\$16.00	\$24,000.00	\$14.50	\$21,750.00	\$10.00	\$15,000.00	\$12.00	\$18,000.00
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1,800	\$20.00	\$36,000.00	\$22.00	\$39,600.00	\$18.75	\$33,750.00	\$13.00	\$23,400.00	\$16.00	\$28,800.00
22	CONCRETE CURB, TYPE B	FOOT	500	\$30.00	\$15,000.00	\$32.00	\$16,000.00	\$33.25	\$16,625.00	\$18.00	\$9,000.00	\$25.00	\$12,500.00
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2,000	\$35.00	\$70,000.00	\$28.00	\$56,000.00	\$32.00	\$64,000.00	\$18.00	\$36,000.00	\$21.00	\$42,000.00
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300	\$35.00	\$10,500.00	\$28.00	\$8,400.00	\$32.00	\$9,600.00	\$18.00	\$5,400.00	\$25.00	\$7,500.00
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,500	\$8.00	\$52,000.00	\$7.00	\$45,500.00	\$7.00	\$45,500.00	\$4.50	\$29,250.00	\$6.00	\$39,000.00
26	DETECTABLE WARNINGS	SQ FT	100	\$30.00	\$3,000.00	\$24.00	\$2,400.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$32.00	\$3,200.00
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200	\$45.00	\$9,000.00	\$38.00	\$7,600.00	\$33.00	\$6,600.00	\$32.00	\$6,400.00	\$68.00	\$13,600.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200	\$90.00	\$18,000.00	\$68.00	\$13,600.00	\$81.00	\$16,200.00	\$59.00	\$11,800.00	\$75.00	\$15,000.00
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750	\$80.00	\$60,000.00	\$67.00	\$50,250.00	\$65.00	\$48,750.00	\$65.00	\$48,750.00	\$88.00	\$66,000.00
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825	\$85.00	\$70,125.00	\$69.00	\$56,925.00	\$67.00	\$55,275.00	\$70.00	\$57,750.00	\$87.00	\$71,775.00
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6,200	\$0.35	\$2,170.00	\$0.01	\$62.00	\$0.01	\$62.00	\$0.01	\$62.00	\$0.10	\$620.00
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,500	\$0.35	\$875.00	\$0.01	\$25.00	\$0.01	\$25.00	\$0.01	\$25.00	\$0.10	\$250.00
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350	\$150.00	\$52,500.00	\$100.00	\$35,000.00	\$100.00	\$35,000.00	\$70.00	\$24,500.00	\$165.00	\$57,750.00
34	ADJUSTING WATER MAIN 6"	FOOT	100	\$13.00	\$1,300.00	\$100.00	\$10,000.00	\$122.00	\$12,200.00	\$45.00	\$4,500.00	\$265.00	\$26,500.00
35	6" CUT AND CAP	EACH	2	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$3,905.00	\$7,810.00	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140	\$110.00	\$15,400.00	\$120.00	\$16,800.00	\$102.00	\$14,280.00	\$45.00	\$6,300.00	\$162.00	\$22,680.00
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$62.00	\$3,100.00	\$40.00	\$2,000.00	\$58.00	\$2,900.00
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200	\$70.00	\$14,000.00	\$50.00	\$10,000.00	\$66.00	\$13,200.00	\$50.00	\$10,000.00	\$62.00	\$12,400.00
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20	\$85.00	\$1,700.00	\$50.00	\$1,000.00	\$66.00	\$1,320.00	\$55.00	\$1,100.00	\$89.00	\$1,780.00
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20	\$110.00	\$2,200.00	\$92.00	\$1,840.00	\$152.00	\$3,040.00	\$100.00	\$2,000.00	\$145.00	\$2,900.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150	\$125.00	\$18,750.00	\$105.00	\$15,750.00	\$125.00	\$18,750.00	\$130.00	\$19,500.00	\$112.00	\$16,800.00
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30	\$150.00	\$4,500.00	\$160.00	\$4,800.00	\$238.00	\$7,140.00	\$200.00	\$6,000.00	\$185.00	\$5,550.00
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150	\$1,000.00	\$150,000.00	\$645.00	\$96,750.00	\$1,125.00	\$168,750.00	\$350.00	\$52,500.00	\$650.00	\$97,500.00
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30	\$135.00	\$4,050.00	\$88.00	\$2,640.00	\$165.00	\$4,950.00	\$120.00	\$3,600.00	\$235.00	\$7,050.00
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3,050	\$1,765.00	\$5,383,250.00	\$1,244.00	\$3,794,200.00	\$1,246.75	\$3,802,587.50	\$1,488.00	\$4,538,400.00	\$1,808.00	\$5,514,400.00
47	TRENCH BACKFILL	CU YD	580	\$50.00	\$29,000.00	\$47.00	\$27,260.00	\$65.00	\$37,700.00	\$1.00	\$580.00	\$63.00	\$36,540.00
48	INLETS TO BE ADJUSTED	EACH	3	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
49	CATCH BASINS TO BE ADJUSTED	EACH	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
50	MANHOLES TO BE ADJUSTED	EACH	3	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$900.00	\$2,700.00	\$800.00	\$2,400.00	\$850.00	\$2,550.00
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$1,075.00	\$1,075.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,550.00	\$1,550.00	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,770.00	\$1,770.00	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$1,975.00	\$1,975.00	\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,600.00	\$3,600.00
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$4,800.00	\$14,400.00	\$3,200.00	\$9,600.00	\$3,300.00	\$9,900.00	\$6,000.00	\$18,000.00	\$4,800.00	\$14,400.00
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$5,200.00	\$5,200.00	\$3,200.00	\$3,200.00	\$3,800.00	\$3,800.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00
59	HYDRODYNAMIC SEPARATOR	L SUM	1	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00	\$57,000.00	\$57,000.00	\$63,000.00	\$63,000.00	\$55,000.00	\$55,000.00
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28	\$200.00	\$5,600.00	\$207.30	\$5,804.40	\$195.00	\$5,460.00	\$215.00	\$6,020.00	\$200.00	\$5,600.00
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6	\$3,000.00	\$18,000.00	\$3,417.00	\$20,502.00	\$2,650.00	\$15,900.00	\$2,915.00	\$17,490.00	\$2,800.00	\$16,800.00
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9	\$800.00	\$7,200.00	\$855.00	\$7,695.00	\$845.00	\$7,605.00	\$930.00	\$8,370.00	\$900.00	\$8,100.00
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1	\$800.00	\$800.00	\$855.00	\$855.00	\$900.00	\$900.00	\$990.00	\$990.00	\$1,000.00	\$1,000.00
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200	\$24.00	\$4,800.00	\$26.00	\$5,200.00	\$25.00	\$5,000.00	\$28.00	\$5,600.00	\$28.00	\$5,600.00
65	UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450	\$17.00	\$7,650.00	\$16.00	\$7,200.00	\$19.00	\$8,550.00	\$21.00	\$9,450.00	\$20.00	\$9,000.00

Item No.	Item Description	Unit	QTY	Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
				Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4,300	\$1.50	\$6,450.00	\$6.00	\$25,800.00	\$0.45	\$1,935.00	\$1.00	\$4,300.00	\$1.00	\$4,300.00
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$10.00	\$500.00	\$20.00	\$1,000.00	\$10.00	\$500.00	\$20.00	\$1,000.00	\$12.00	\$600.00
68	EARTH EXCAVATION (SPECIAL)	CU YD	1,275	\$45.00	\$57,375.00	\$33.00	\$42,075.00	\$37.00	\$47,175.00	\$20.00	\$25,500.00	\$32.00	\$40,800.00
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237	\$60.00	\$14,220.00	\$135.00	\$31,995.00	\$68.00	\$16,116.00	\$40.00	\$9,480.00	\$45.00	\$10,665.00
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300	\$75.00	\$22,500.00	\$30.00	\$9,000.00	\$61.00	\$18,300.00	\$40.00	\$12,000.00	\$22.00	\$6,600.00
71	CHAIN LINK FENCE, 4'	FOOT	100	\$100.00	\$10,000.00	\$30.00	\$3,000.00	\$65.00	\$6,500.00	\$40.00	\$4,000.00	\$38.00	\$3,800.00
72	SIGN PANEL - TYPE 1	SQ FT	40	\$50.00	\$2,000.00	\$30.00	\$1,200.00	\$20.00	\$800.00	\$22.00	\$880.00	\$22.00	\$880.00
73	METAL POST - TYPE B	FOOT	100	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$12.00	\$1,200.00	\$39.00	\$3,900.00	\$15.00	\$1,500.00
74	STONE RIPRAP, CLASS A2	SQ YD	200	\$70.00	\$14,000.00	\$70.00	\$14,000.00	\$36.00	\$7,200.00	\$20.00	\$4,000.00	\$55.00	\$11,000.00
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250	\$100.00	\$25,000.00	\$70.00	\$17,500.00	\$73.00	\$18,250.00	\$36.00	\$9,000.00	\$85.00	\$21,250.00
76	STONE RIPRAP, CLASS A5	SQ YD	150	\$120.00	\$18,000.00	\$85.00	\$12,750.00	\$105.00	\$15,750.00	\$50.00	\$7,500.00	\$98.00	\$14,700.00
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7,800	\$6.00	\$46,800.00	\$6.00	\$46,800.00	\$0.01	\$78.00	\$3.00	\$23,400.00	\$0.20	\$1,560.00
78	SEEDING, SPECIAL	SQ YD	7,700	\$8.00	\$61,600.00	\$2.00	\$15,400.00	\$4.00	\$30,800.00	\$5.00	\$38,500.00	\$4.00	\$30,800.00
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350	\$8.00	\$2,800.00	\$2.00	\$700.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$8.00	\$2,800.00
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350	\$3.00	\$1,050.00	\$3.00	\$1,050.00	\$2.00	\$700.00	\$4.00	\$1,400.00	\$3.00	\$1,050.00
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$850.00	\$2,550.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00	\$800.00	\$2,400.00	\$700.00	\$2,100.00
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$650.00	\$2,600.00
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$700.00	\$1,400.00
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	\$350.00	\$1,400.00	\$150.00	\$600.00	\$250.00	\$1,000.00	\$100.00	\$400.00	\$700.00	\$2,800.00
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	\$350.00	\$1,400.00	\$150.00	\$600.00	\$250.00	\$1,000.00	\$100.00	\$400.00	\$80.00	\$320.00
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120	\$1,000.00	\$120,000.00	\$50.00	\$6,000.00	\$45.00	\$5,400.00	\$1.00	\$120.00	\$800.00	\$96,000.00
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,500	\$45.00	\$67,500.00	\$73.00	\$109,500.00	\$71.00	\$106,500.00	\$14.00	\$21,000.00	\$72.00	\$108,000.00
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500	\$100.00	\$50,000.00	\$60.00	\$30,000.00	\$59.00	\$29,500.00	\$65.00	\$32,500.00	\$81.00	\$40,500.00

				Approved Engineer's Estimate		Benchmark Construction		Berger Excavating Contractors		Bolder Contractors Inc.		Martam Construction Inc.	
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5,000	\$5.00	\$25,000.00	\$1.50	\$7,500.00	\$0.60	\$3,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
91	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
				TOTAL:	\$7,150,715.00		\$5,338,033.40		\$5,584,198.50		\$5,726,367.00		\$7,229,220.00



CITY OF WOOD DALE

**WARD 2 & 3 STORM SEWER AND UNDERGROUND
DETENTION – CONTRACT D**

**WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT,
AND SQUAW CREEK**

REL 15-R0651D

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____
Benchmark Construction Co., Inc., 2260 Southwind Blvd., Bartlett, IL 60103 as Principal, and
Liberty Mutual Insurance Company 175 Berkeley St., Boston, MA 02116 as Surety, are hereby held and firmly
bound unto City of Wood Dale as OWNER in the penal sum of
--Ten Percent Amount of Bid-- (10% of Bid)--- for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 5th day of April, 20 21.

The Condition of the above obligation is such that whereas the Principal has submitted to
City of Wood Dale a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

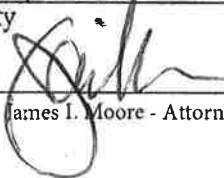
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Benchmark Construction Co., Inc.


_____(L.S.)
Principal MARK ATKINS, PRESIDENT

Liberty Mutual Insurance Company

Surety

By: 

James L. Moore - Attorney-in-fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Liberty Mutual 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 he signed, sealed and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of _____ in

said County, this 5th day of April, 2021.



[Handwritten Signature]

Notary Public

Sherry Bacskai

My Commission expires:

October 22, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James I. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Benchmark Construction Co., Inc.
 Obligor Name: City of Wood Dale
 Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of April, 2021.



By: Renee C. Liewellyn
Renee C. Liewellyn, Assistant Secretary



**Illinois Department
of Transportation**

Certificate of Eligibility

Benchmark Construction Co., Inc.
2260 Southwind Blvd. BARTLETT, IL 60103

Contractor No 0362
(2nd Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	\$13,875,000
005	HMA PAVING	\$2,325,000 B
012	DRAINAGE	Unlimited
017	CONCRETE CONSTRUCTION	\$3,600,000
018	LANDSCAPING	\$2,675,000
022	FENCING	\$700,000
08A	AGGREGATE BASES & SURF. (A)	\$10,575,000
09A	HIGHWAY STRUCTURES	\$11,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 9/3/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 9/3/2020.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Jim Bell
Engineer of Construction

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DIVISION IV – GEOTECHNICAL ENGINEERING REPORT

DIVISION I

IEPA REQUIRED FRONT
END FORMS AND BID
DOCUMENTS

**Illinois Environmental Protection Agency - Water Pollution Control Loan Program (WPCLP)
Loan Applicant's Certification of Plans/Specifications Compliance with WPCLP Rules
(Rev 11/01/2020)**

Loan Applicant: City of Wood DaleL17# 5840**Project Description:**WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTIONCONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**Section I – Loan Program Requirements**

Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #'s

1. 6a,b Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in the IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act and DBE Policy per 40 CFR Part 33, as amended, and the "Use of American Iron and Steel" requirements as originally contained in Section 436 of the Consolidated Appropriations Act, 2014. [Loan Rules Section 365.620(b)].
2. 6a,b Sealed Bids are required.
3. 6a Public bid opening will be held.
4. G13 Method of bid evaluation in accordance with Section 365.620(c)(3).
5. G11 Criteria for evaluating bidders in accordance with Section 365.620(c)(5).
6. 7 Bidders can modify/withdraw bids prior to opening.
7. 8 Award shall be made to the low, responsive, responsible bidder in accordance with Section 365.620(e)(3)(4).
8. 9 Non-collusion and certification statement in accordance with Section 365.620(c)(6). Language is attached. See attached page 9, I and II.
9. 7 Minimum 5% bid bond in accordance with Section 365.620(e)(2)(f).
10. 7 100% performance/payment bonds in accordance with Section 365.420(b)(1).
11. 32 Equal Opportunity Clauses and Information per federal Executive Order 11246.
12. 53 Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
13. 56-60 DBE specifications and forms. A DBE guidance package is available on the IEPA website.
14. 22 The Non-Discrimination Clause is contained within the contract 365.620(f)(8). See Item 7, page 22 of the attached document.
15. 50 Davis-Bacon Wage Act language, wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
16. 48 Change orders: method for handling is in accordance with Section 365.420(b)(2).
17. 48-19 Audit; access to records provision in accordance with Section 365.620(f)(1) (A-G).
18. 50 Covenant against contingent fees provision in accordance with Section 365.620(f)(2).
19. 50 "Certification Regarding Debarment, Suspension and other Responsibility Matters USEPA Form 5700-49" or equivalent contract language in accordance Section 365.620(f)(5).
20. 51 Contracts for Subcontractors will be in accordance with Section 365.620(g).
21. 51 Contractor Bankruptcy clause in accordance with Section 365.620(h).
22. 51 Remedies per Section 365.640(c).
23. 51 Access to work site allowed per Section 365.620(i).
24. SP3 Substantial Completion (project is operational) specified: 10/15/2021 calendar days
25. SP3 Final Completion (if applicable) specified: 11/01/2021 calendar days
26. 52 Certification regarding Compliance with Criminal Code of 2012 [Section 365.620(c)(6)(A)(iii)].

- 27. 28 Notice of Intent to Award Form [Section 365.620(e)(2)(E)].
- 28. 29 Notice of Award Form.
- 29. 30 Notice to Proceed Form.
- 30. 31 Change Order Form.
- 31. 44 Certification of Nonsegregated Facilities Form [Section 365.620(f)(6)].
- 32. 45 Nondiscrimination in Employment Notice per federal Executive Order 11246.
- 33. 46 Certification Regarding Debarment, Suspension, and other Responsibility Matters Form [Section 365.620(f)(5)].
- 34. NA Experience Clause requirements, if utilized, are justified in submittal dated _____ [Section 365.620(c)(5)].
- 35. 61 Certification that all iron & steel products used in the project are produced in the United States originally per Section 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014" [Section 365.620(f)(7)].
- 36. 66 Employment of IL Workers on Public Works Act Certification.

Section II – Approved Scope of Work

The WPCLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

YES NO Plans and specifications have been prepared consistent with the Project Plan approved by the Agency in a letter dated March 2021. If any changes have been made to the scope of the project after planning approval, please identify below (include attachments with a detailed narrative of any changes if necessary): _____

Section III – Loan Eligibility

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

Does this project include the purchase of any extended warranties? YES or NO (Circle One)
 If YES, provide the page number and an explanation. See page SP 41.

2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

Does this project include the purchase of any spare parts? YES or NO (Circle One)
 If YES, provide the page number and an explanation.

3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount.

Allowances are not allowed for equipment purchases which must be competitively bid.

Does this project include any allowances? YES or NO (Circle One)
 If YES, provide the page number for each allowance along with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

Does this project include any restoration costs above and beyond pre-construction conditions?
YES or NO (Circle One)

If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, or costs considered normal operating expenses.

YES or NO (Circle One)

If YES, provide the page number and an explanation.

<p align="center">METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN WPCLP PROJECTS</p> <ol style="list-style-type: none"> 1. Delete ineligible items from the project. 2. Provide a separate line item in the bid for ineligible items. 3. Proration of bid for the percentage of ineligible cost(s). 4. Agreement on costs between the Agency and borrower prior to bidding.
--

Section IV – Environmental Conditions

YES or NO (Circle One)

If YES, provide the page number(s).

If environmental review of this project resulted in recommendations or conditions to utilize mitigative measures or precautions during construction to protect historical or cultural resources; threatened or endangered species; wetlands; streams; floodplains; waterways; or other natural areas, provide the page number where this information is found. Recommendations are issued by the IL Dept. of Natural Resources, Army Corps of Engineers, US Fish & Wildlife Service, or other state, federal or local Agencies.

Section V – Labor Agreements

YES or NO (Circle One)

Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement? If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

Section VI – Certification of Plans and Specifications

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

have been prepared in accordance with the requirements of Ill. Adm. Code 365, Procedures for Issuing Loans from the Water Pollution Control Loan Program for obtaining loan funds.

Consulting Engineer: Jacob Wellbank Phone Number: (815) 412-2723

Signature Jacob Wellbank Date 03/08/2021

Loan Applicant's Authorized Representative: _____

Signature _____ Date _____

DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS
FOR PROJECTS TO BE CONSTRUCTED UNDER THE
WATER POLLUTION CONTROL LOAN PROGRAM

Important! Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act became effective on July 1st. This Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents. This applies to workers and does not exclude out of state companies from bidding on projects.

Further information about this requirement is on page 66 of this document.

The attached “**front-end document package**” may be utilized by the loan applicant to comply with regulations for loans issued under the Water Pollution Control Loan Program. The loan applicant’s use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project’s contract documents.

- Rev. January 2002
- Rev. March 2003
- Rev. May 2003
- Rev. April 2006
- Rev. April 2007
- Rev. April 2009
- Rev. June 2010
- Rev. February 2013
- Rev. February 2014
- Rev. December 2014
- Rev. March 2016
- Rev. March 2017
- Rev. December 2017
- Rev. September 2018 (AIS)
- Rev. November 2019
- Rev. November 2020 (IL Workers Act)

IL532-2564
WPC 688

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29	Notice of Award
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32	Affirmative Action for Equal Employment Opportunity (E.O. 11246)
44	U.S.EPA Certification of Nonsegregated Facilities
45	Nondiscrimination in Employment Form
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61	Use of American Iron & Steel Certification Form
62-65	Information Regarding the Use of American Iron and Steel
66	Employment of Illinois Workers on Public Works Act Certification

CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS
NOTICE TO BIDDERS

The City of Wood Dale will receive sealed proposals from pre-qualified bidders for the following improvement project at the City Clerk's office, 404 North Wood Dale Road, Wood Dale, Illinois 60191, until **10:00 AM on April 15, 2021**.

**WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

Proposals will be publicly read aloud at City Hall at **10:00 AM on April 15, 2021**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of 120 days after the scheduled time of closing of the receipt of bids.

All proposals shall be sealed in an envelope, addressed to the City of Wood Dale, Attn.: City Clerk. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

Pre-qualifications will be required to be submitted to the Engineer by all potential bidders prior to receiving the Contract Documents. If, in the opinion of the Engineer and the City of Wood Dale, an applicant would not be able to serve the best interest of the City, the Contract Documents will not be issued to the applicant.

The Contract Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 127 N. Walnut Street, Ste. 200, Itasca, IL, and may be obtained from the Engineer's office following a review of the Contractor's prequalification statement and upon a non-refundable payment of Two Hundred Dollars (\$200.00) per paper copy and/or Ten Dollars (\$10.00) per CD format. The contract documents will be issued until 4:00 PM on the last regular business date prior to the bid opening. No refund will be made for Contract Documents received from the Engineer.

A bid bond or certified check/bank draft drawn on a solvent bank, payable without condition to the City of Wood Dale in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the City of Wood Dale for the faithful performance of the contract, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The contractor will be required to pay not less than the Davis-Bacon wage rates on this project. He shall also comply with all applicable Federal, State, and local regulations. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, and/or to advertise for new proposals, if in the judgment of the City of Wood Dale, its best interests will be promoted thereby.

"Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of

disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4."

Mayor and City Council
City of Wood Dale
DuPage County, Illinois

INFORMATION FOR BIDDERS

BIDS will be received by City of Wood Dale

(herein called the "OWNER"), at 404 N Wood Dale Road, Wood Dale, IL 60191

until 2:30 PM on April 5, 20 21, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Wood Dale, Attn.: City Clerk
at 404 N Wood Dale Road, Wood Dale, IL 60191. Each sealed envelope containing a BID must be plainly marked on the outside as BID for WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION - CONTRACT D and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 404 N Wood Dale Road, Wood Dale, IL 60191.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within **120** days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have

access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

All BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all "iron and steel products" used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his or her BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the _____ at _____
No inspection will be held.

The ENGINEER is Jacob Wellbank, Robinson Engineering, Ltd. His/her address is _____
127 N Walnut Street, Ste. 200, Itasca, IL 60143

BID FORM OR PROPOSAL

Proposal of BENCHMARK CONSTRUCTION CO, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS doing business as A CORPORATION * to the City of Wood Dale (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D - WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by November 1, 2021.

BIDDER further agrees to pay as liquidated damages, the sum of \$ 5,000 for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
- (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;

(II) Each person signing the bid shall certify that:

- (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):
#1 (3-8-2021), #2 (3-18-2021), #3 (4-1-2021)

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*******Insert applicable current Davis-Bacon Wage Rates Here*******

"General Decision Number: IL20210011 01/01/2021

Superseded General Decision Number: IL20200011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0555-003 06/01/2020

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 49.76	35.86
Heavy & Highway.....	\$ 49.76	35.86

 CARP0555-008 06/01/2020

WILL COUNTY

Rates	Fringes
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Carpenter and Piledriver.....\$ 49.76 38.26

 CARP0555-011 06/01/2020

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....\$ 49.76		35.87

CARP0790-003 05/01/2020		

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....\$ 43.56		31.72

CARP0790-004 05/01/2020		

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
 STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....\$ 43.56		31.72

CARP0792-003 05/01/2020		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....\$ 45.10		30.18

ELEC0009-002 05/31/2020		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....\$ 42.82		61.93%
Lineman and Equipment		
Operator.....\$ 54.90		61.93%

ELEC0117-001 06/01/2020		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 51.15		35.2%+17.19

ELEC0150-001 08/01/2020		

LAKE COUNTY

	Rates	Fringes
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ELECTRICIAN.....\$ 42.05 44.14

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	41.09

ELEC0196-001 03/02/2020

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A
Groundman.....	\$ 34.27	36.25%+6.50+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 53.63	36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2020

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.62	36.97

ELEC0461-006 06/08/2020

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.94	35.28

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2020

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.00	42.70
Group 2.....	\$ 46.45	42.70
Group 3.....	\$ 45.15	42.70
Group 4.....	\$ 43.70	42.70
Group 5.....	\$ 42.25	42.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size

(add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

 * ENGI0150-024 06/01/2020

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 50.30	42.90
GROUP 2.....	\$ 49.75	42.90
GROUP 3.....	\$ 47.70	42.90
GROUP 4.....	\$ 46.30	42.90
GROUP 5.....	\$ 45.10	42.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2020

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

Rates

Fringes

IRONWORKER		
Sheeter.....	\$ 52.76	40.48
Structural and Reinforcing..	\$ 52.51	40.48

IRON0063-003 06/01/2020

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 51.63	37.73

* IRON0393-003 06/01/2020

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.99	38.24

IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	38.20

IRON0498-003 06/01/2020

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.85	42.43

LABO0002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 43.72	28.19
16 - 20 lbs.....	\$ 44.22	28.19
21 - 26 lbs.....	\$ 44.72	28.19
27 - 33 lbs.....	\$ 45.72	28.19
34 lbs and over.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen;
Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men;
Bracers-bracing; Bricklayer tenders; Catch basin diggers;
Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac;
Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous
waste removal laborer; Dosimeter (any device) monitoring
nuclear exposure

LABO0032-007 05/01/2020

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 37.34	34.12
Skilled Laborer.....	\$ 40.39	34.12

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot

Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.55	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettleman & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or

buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work—all sewer and drain pipelayers—multiple concrete duct or any other type of pipe used on public utility work—8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators—any type—8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LABO0149-002 06/01/2018

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 43.00	28.19
GROUP 3.....	\$ 43.00	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.95	28.19
GROUP 6.....	\$ 43.07	28.19
GROUP 7.....	\$ 43.07	28.19
GROUP 8.....	\$ 42.72	28.19
GROUP 9.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LABO0152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apSCO; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2018

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 46.55	27.24

PAIN0030-001 06/01/2019

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 47.30	22.53

PAIN0030-004 06/01/2019

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel...\$	40.65	23.66

PLAS0011-002 06/01/2020

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	44.19	39.41

PLAS0011-008 06/01/2020

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.20	35.35

PLAS0011-013 06/01/2020

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.72	36.84

PLAS0011-015 06/01/2020

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.75	31.27
PLASTERER.....	\$ 35.78	32.38

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to

40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20

years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

Rates

Fringes

TRUCK DRIVER

2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

..

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

City of Wood Dale
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
REL # 15-R0651D

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule of Prices

(For complete information covering these items, see plans and specifications) NOTE: BIDS shall include sales tax and all other applicable

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1	3,000.00	3,000.00
2	MOBILIZATION	L SUM	1	319,000.00	319,000.00
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600	12.00	7,200.00
4	INLET FILTERS	EACH	25	150.00	3,750.00
5	PERIMETER EROSION BARRIER	FOOT	950	2.50	2,375.00
6	TEMPORARY DITCH CHECKS	FOOT	50	12.00	600.00
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	30.00	4,500.00
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50	40.00	2,000.00
9	TREE ROOT PRUNING	EACH	30	90.00	2,700.00
10	TREE PROTECTION FENCING	FOOT	450	7.00	3,150.00
11	PAVEMENT REMOVAL	SQ YD	3000	18.00	54,000.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5000	2.50	12,500.00
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	18.00	1,800.00
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200	22.00	4,400.00
15	SIDEWALK REMOVAL	SQ FT	6000	2.00	12,000.00
16	CURB REMOVAL	FOOT	700	5.00	3,500.00
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1500	6.00	9,000.00
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4	440.00	1,760.00
19	REMOVAL OF POLE FOUNDATION	EACH	2	660.00	1,320.00
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1500	16.00	24,000.00
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1800	22.00	39,600.00
22	CONCRETE CURB, TYPE B	FOOT	500	32.00	16,000.00

Item No.	Items	Unit	Quantity	Unit Price	Total
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2000	28.00	56,000.00
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300	28.00	8,400.00
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6500	7.00	45,500.00
26	DETECTABLE WARNINGS	SQ FT	100	24.00	2,400.00
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200	38.00	7,600.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200	68.00	13,600.00
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750	67.00	50,250.00
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825	69.00	56,925.00
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6200	0.01	62.00
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2500	0.01	25.00
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350	100.00	35,000.00
34	ADJUSTING WATER MAIN 6"	FOOT	100	100.00	10,000.00
35	6" CUT AND CAP	EACH	2	1,500.00	3,000.00
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140	120.00	16,800.00
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	3,300.00	3,300.00
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50	50.00	2,500.00
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200	50.00	10,000.00
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20	50.00	1,000.00
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20	92.00	1,840.00
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150	105.00	15,750.00
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30	160.00	4,800.00
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150	645.00	96,750.00
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30	88.00	2,640.00
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3050	1,244.00	3,794,200.00
47	TRENCH BACKFILL	CU YD	580	47.00	27,260.00
48	INLETS TO BE ADJUSTED	EACH	3	500.00	1,500.00
49	CATCH BASINS TO BE ADJUSTED	EACH	3	500.00	1,500.00
50	MANHOLES TO BE ADJUSTED	EACH	3	500.00	1,500.00
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3	800.00	2,400.00
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1	800.00	800.00
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,800.00	1,800.00
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	1,800.00	1,800.00
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	2,100.00	2,100.00

Item No.	Items	Unit	Quantity	Unit Price	Total
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	2,100.00	2,100.00
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3,200.00	9,600.00
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	3,200.00	3,200.00
59	HYDRODYNAMIC SEPARATOR	L SUM	1	60,000.00	60,000.00
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28	207.30	5,804.40
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6	3,417.00	20,502.00
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9	855.00	7,695.00
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1	855.00	855.00
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200	26.00	5,200.00
65	UNIT DUCT, 600V, 3-1C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450	16.00	7,200.00
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4300	6.00	25,800.00
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	20.00	1,000.00
68	EARTH EXCAVATION (SPECIAL)	CU YD	1275	33.00	42,075.00
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237	135.00	31,995.00
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300	30.00	9,000.00
71	CHAIN LINK FENCE, 4'	FOOT	100	30.00	3,000.00
72	SIGN PANEL - TYPE 1	SQ FT	40	30.00	1,200.00
73	METAL POST - TYPE B	FOOT	100	25.00	2,500.00
74	STONE RIPRAP, CLASS A2	SQ YD	200	70.00	14,000.00
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250	70.00	17,500.00
76	STONE RIPRAP, CLASS A5	SQ YD	150	85.00	12,750.00
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7800	6.00	46,800.00
78	SEEDING, SPECIAL	SQ YD	7700	2.00	15,400.00
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350	2.00	700.00
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350	3.00	1,050.00
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	750.00	2,250.00
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	750.00	3,000.00
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	750.00	3,000.00
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	750.00	1,500.00
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	150.00	600.00
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4	150.00	600.00
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120	50.00	6,000.00
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1500	73.00	109,500.00


Item No.	Items	Unit	Quantity	Unit Price	Total
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500	60.00	30,000.00
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5000	1.50	7,500.00
91	GUARANTEE & MAINTENANCE BOND	L SUM	1	20,000.00	20,000.00
				Bidder's Proposal for making Entire Improvements:	\$ 5,338,033.40

TOTAL OF BID..... \$5,338,033.40

LUMP SUM PRICE (if applicable).....

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes No

Respectfully submitted:


Signature


2260 Southwind Blvd.
Bartlett, IL 60103
Address

MARK ATKINS, PRESIDENT
Title

4-5-2021
Date

630-497-1700
Telephone #

mollyf@bmk8.com
E-mail Address


Attest TIM STREPEK, CORP. SECRETARY

(SEAL - If BID is by a corporation)

MAJOR ITEMS OF EQUIPMENT

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

No.	Description	Manufacturer or Supplier
1.	SEE ATTACHED	
2.		
3.		
4.		
5.		
6.		
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8.		
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10.		
11.		
12.		
13.		

BENCHMARK CONSTRUCTION EQUIPMENT

<i>EQUIP #</i>	<i>Year</i>	<i>Purch Date</i>	<i>Description</i>
020015	2000	8/9/2002	Ford F250 Super Duty
020110	2001	8/9/2002	2001 Ford F350
020304	2003	7/28/2003	2003 Ford F350
020401	2004	3/18/2004	2004 Ford F350
020403	2004	5/19/2004	2004 Ford F350 SD
020702	2007	7/27/2006	2007 Ford F350
020703	2007	7/27/2006	2007 Ford F350
020705	2007	7/24/2008	2007 Ford E250 Van
020801	2008	3/29/2008	2008 Ford F350 SD
020802	2008	7/31/2008	2008 Ford F350 Sd
020803	2008	11/5/2014	2008 Chevrolet Bus (Goshen)
020901	2009	7/13/2009	2009 Ford F350 SD
021001	2011	11/2/2010	2011 Ford F350 SD
021011	2011	12/20/2010	2011 Ford F350
021102	2011	5/24/2012	2011 Ford E250 Van
021201	2012	5/24/2012	2012 Ford F250 Pickup
021301	2013	4/25/2013	2013 Ford F350 SD
021401	2014	4/16/2014	2014 Ford F250 Ext Cab
021404	2014	7/10/2014	2014 Ford F450 SD
021405	2014	7/10/2014	2014 Ford F450 SD
021501	2015	7/17/2014	2015 Ford F450
021502	2014	11/20/2014	2015 Ford F350
021503	2015	2/5/2015	2015 Ford F450
021601	2015	12/29/2015	2016 Ford F450
021603	2016	4/8/2016	2016 Dodge Ram 2500
021604	2016	5/5/2016	2016 Ford F450
021605	2016	8/23/2016	2016 Ford Transit-350 Van
021606	2016	8/30/2016	2016 Ford Transit
021607	2016	9/28/2016	2016 Ford F350 Pickup
021608	2016	11/7/2016	2016 Ford F250 Crew Cab
021609	2016	11/7/2016	2016 Ford F250 Crew Cab
030101	2001	7/11/2012	2001 Ford F450
030107	2001	8/9/2002	2001 Ford F450 SD
030201	2002	7/19/2012	2002 Ford F450
030202	2002	8/21/2012	2002 Ford F550
030401	2004	6/19/2003	2004 Ford F750 w/14' Dump
030402	2004	7/26/2005	2004 Ford F450 Service Body
030601	2006	7/29/2015	2006 Intrnl 4200 Water Truck
030701	2007	8/3/2009	2007 Ford F450
030702	2007	8/3/2009	2007 Ford F450

030801	2008	5/31/2008	2008 Ford F450 SD
030802	2008	5/31/2008	2008 Ford F450 SD
030803	2008	5/31/2008	2008 Ford F550 SD
030804	2008	8/22/2008	2008 Ford F450 SD
030805	2008	1/5/2016	2008 Sterling Sewer Vector Truck
030901	2009	7/13/2009	2009 Ford F450
030902	2009	7/15/2016	2009 Freightliner Reefer Truck
031401	2014	4/1/2014	2014 CUES TV Inspctn Systm Ford FFFA
031402	2014	4/18/2016	2014 Kenworth Vac-Truck
031402A	2014	8/1/2016	Use Tax - 2014 KW Vac-Truck
031501	2015	7/23/2014	2015 Ford F750 w/ 14' Dump
031601	2016	2/10/2016	2016 Kenworth Boiler Truck
031602	2016	2/26/2016	2016 Dodge 5500 Mechanic Truck
031603	2016	7/5/2016	2016 Dodge 5500 Mechanic Truck
031604	2016	11/7/2016	2016 Ford F550 Aries Cutter System
031604A	2016	11/7/2016	CUES Granite XP Software for 031604
039901	1999	5/22/2014	1999 Ford F550 Flatbed
050701	2008	11/9/2007	2008 Kenworth T800 Tractor Truck
051101	2012	12/23/2011	2012 Kenworth T800 Tractor Truck
051601	2016	9/2/2015	2016 Kenworth T800 Tractor
060801		5/20/2008	Pressure Washer - JCW-3504
060802		5/21/2008	Pressure Washer - JCW-3504
060803		5/27/2008	Pressure Washer - JCW-3504
060804	2008	7/18/2008	Pressure Washer - JCW3504
060901	2009	8/8/2009	Pressure Washer - 3500 psi
060902	2009	8/8/2009	Pressure Washer - 3500 psi
060903	2009	9/16/2009	Pressure Washer - 3500 psi
061201	2012	5/2/2012	Pressure Washer - Gas
070402	2004	8/25/2004	Atlascopco Compressor
070801	2008	6/1/2008	I/R Diesel Air Compressor
070802	2008	6/1/2008	I/R Diesel Air Compressor
070803	2008	6/1/2008	I/R Diesel Air Compressor
070804	2008	9/1/2008	I/R Diesel Air Compressor
070901	2009	7/29/2009	I/R Diesel Air Compressor
070902	2009	7/29/2009	I/R Diesel Air Compressor
071101	2011	11/1/2011	Ing Rand 185cfm Compressor
071102	2011	11/1/2011	Ing Rand 185cfm Compressor
071401	2014	9/23/2014	Ingersall-Rand Compressor
071601	2016	2/11/2016	AALADIN 3000 230V Compressor
071602	2016	2/5/2016	Diesel Air Compressor - 185cfm
071603	2016	2/29/2016	7.5HP 80 Gal Air Compressor
071604	2016	2/10/2016	375cfm Diesel Air Compressor
071605	2016	4/20/2016	Air Compressor 185 Cfm Diesel
071607	2016	5/16/2016	Air Compressor - Doosan P250WJD
071608	2016	9/6/2016	Chicago Pneumatic 185cfm

079412	1994	3/22/1994	Ingersoll Rand Air Compressor
080602	2006	8/4/2006	Generator 25k Watt
080703	2007	8/1/2007	Generator 2k-3k Gas
080704	2007	8/1/2007	Generator 2k-3k Gas
080801	0	5/20/2008	8-12k Watt Generator - WAC GS9
080802		5/19/2008	2-3k Watt Generator - GP2500A
080803		5/19/2008	2-3k Watt Generator - EG3500
080804		5/21/2008	8-12k Watt Generator - WAC GS9
080805		5/21/2008	8-12k Watt Generator - WAC GS9
080806		5/21/2008	8-12k Watt Generator - WAC GS9
080807	2008	6/16/2008	5k Generator WAC GP2500A
080810	2008	7/3/2008	2-3k Watt Generator - EG3500
080811	2008	7/18/2008	8-12k Watt Generator - WAC GS9
080814	2008	7/30/2008	2-3k Watt Generator - EB3000
080815	2008	9/22/2008	2-3k Watt Generator - EB3000
080816	2008	9/22/2008	2-3k Watt Generator - EB3000
080901	2009	2/9/2009	2-3k Generator - EB3000
080902	2009	2/11/2009	3000 Generator - EB3000
080903	2009	2/27/2009	2-3K Generator
080904	2009	5/22/2009	3000W Generator - EB3000
080905	2009	5/27/2009	2-3k Gas Generator
080906	2009	5/29/2009	3000W Generator
080907	2009	7/23/2009	8-12k Watt Generator
080908	2009	7/23/2009	8-12k Watt Generator
080909	2009	8/14/2009	2-3k Watt Generator
080910	2009	11/1/2009	25k Watt Generator
081001	2010	6/4/2010	8-15k Watt Generator
081002	2010	7/27/2010	2-3k Watt Generator - EB3000
081003	2010	8/18/2010	2-3K Watt Generator - EB3000
081004	2010	8/18/2010	2-3K Watt Generator- EB3000
081006	2010	11/29/2010	2-3k Watt Generator
081007	2010	11/29/2010	2-3k Watt Generator
081008	2010	12/13/2010	2-3k Watt Generator
081101	2011	4/21/2011	2-3k Watt Generator
081102	2011	4/21/2011	8-15k Watt Generator
081103	2011	4/27/2011	2-3k Watt Generator
081104	2011	5/10/2011	8-15k Watt Generator
081105	2011	5/1/2011	25k Watt Generator
081106	2011	6/30/2011	2-3k Watt Generator
081107	2011	7/12/2011	2-3k Watt Generator
081108	2011	11/1/2011	25k Watt Generator
081109	2011	11/1/2011	25k Watt Generator
081110	2011	11/1/2011	25k Watt Generator
081111	2011	11/1/2011	100-125k Watt Generator
081112	2011	11/1/2011	70k Watt Generator

081113	2011	11/1/2011	50k Watt Generator
081201	2011	1/18/2012	3k Watt Generator
081401	2014	5/22/2014	6k Watt Gas Generator
081601	2016	2/1/2016	25k Watt Diesel Generator
081602	2016	5/24/2016	25k Watt Diesel Generator
081603	2016	7/22/2016	Wacker-Neuson G70 Generator
081604	2016	8/22/2016	MultiQuip 7k Watt Generator
081605	2016	9/21/2016	Wacker-Neuson G25 Generator
090201	0	3/7/2005	48" Bucket w/ Sidecutters - SK235SR
090402	2004	6/7/2005	2004 Kobelco SK330 Excavator
090601	2006	6/8/2006	2006 Hitachi ZX-270 Excavator
090602	2006	6/8/2006	2006 Hitachi ZX-450 Excavator
090701	2007	7/1/2007	36" Used Bucket - For Kobelco SK135
090702	2005	11/12/2007	2005 JCB JS260LC Excavator
090704	2006	12/18/2007	Central 48" Bucket
090705	2006	12/18/2007	Badger 36" Bucket
090706	2006	12/18/2007	Central 24" Bucket
090707	2006	12/18/2007	Central 36" Bucket
090802	2008	4/19/2008	JCB 24" Bucket
090803	2008	7/30/2008	Badger 24" Bucket w/ Cutters
090804	0	8/29/2008	Cat 314C Excavator
090806	2002	11/7/2008	Komatsu PC128US-2
090807	2008	11/1/2008	Cat Compactor Plate
090808	2009	1/25/2009	Cylinder Bucket X13076
090901	2008	1/13/2009	JCB 24" Bucket w/ Side Cutters
091001	2010	6/25/2010	48" Gp Bucket w/ Cutters
091002	2010	11/18/2010	2010 Cat 308D Excavator w/Hammer
091003	2010	12/21/2010	CAT 345CL Excavator
091101	2010	3/11/2011	Vib Plate - 3200lb
091102	2011	4/11/2011	66" Bucket, 345 Excavator
091103	2012	12/11/2012	CAT 316DL Excavator
091201	2012	6/29/2012	48" Bucket
091202	2012	7/31/2012	72" Bucket for #090602
091203	2012	8/1/2012	2012 Cat 321DL
091204	2012	10/16/2012	2012 Cat 321D
091205	2012	11/3/2014	2012 CAT 349E Excavator
091301	2013	2/18/2013	24" Cat Bucket
091302	2013	2/12/2013	Komatsu PC138 Excavator
091303	2013	7/12/2013	CAT 314D Excavator
091304	2013	8/29/2013	Komatsu PC138 Excavator
091305	2013	2/25/2015	CAT 906H2 Excavator
091306	2013	4/8/2015	CAT 314E Excavator
091501	2015	1/21/2015	CF 60" Bucket
091502	2014	2/26/2015	AA 36" Bucket
091503	2014	2/25/2015	48" Bucket

091504	2015	4/3/2015	Komatsu PC490LC w/ 48" & 66" Buckets
091505	2015	10/16/2015	30" Esco Bucket
091506	2015	1/8/2016	CAT 328D Excavator
091601	2016	1/13/2016	24" CAT Bucket
091602	2015	4/12/2016	Bobcat E35 Excavator
091603	2016	4/15/2016	Komatsu PC228
091604	2016	6/13/2016	42" CAT 314 Bucket
091605	2012	9/28/2016	2012 CAT 329E Excavator
101301	2013	12/3/2013	Gomaco GHP 2800 Track Paver
101302	2013	12/3/2013	Gomaco TC-600 Texture Cure Machine
101401	1996	5/22/2014	1996 Miller M-1000 Curb Machine
101501		5/7/2015	Gomaco 9500 Trimmer
101502	2015	6/22/2015	Gomaco GHp Sidebar Hyd/Vib
101503		6/22/2015	Gomaco 9500 Tub / Conveyor
101504		9/2/2015	Gomaco 2400 Paver
101505	2015	8/19/2015	Gomaco Spanitt Bridge
101601	2016	10/27/2016	Curb & Gutter Mold - #651-3848
109148	1991	3/1/1994	Bandit Chipper
120027	2000	12/14/2000	Case 850G LGP Dozer
121101	2011	12/20/2011	Cat D6NLGP Dozer
121102	2015	5/1/2015	Dozer GPS Dig System
130901	2009	2/13/2015	2009 Toyota Lift Truck
131001	2010	11/18/2010	2010 Cat 252B Skid Steer w/Hammer
131101	2011	11/1/2011	Bobcat S650 Skid Steer w/ Bucket
131201	2001	11/26/2012	2001 New Holland Skid Steer
131202	2012	12/18/2012	Bobcat S750 - Skid Steer Loader
131203	2012	12/18/2012	Bobcat S220 Skid Steer Loader
131301	2013	9/9/2013	Bobcat S750 Skid Steer Loader
131302	2013	12/6/2013	Bobcat Skid Steer - 630HFQ
131401	2014	4/8/2014	Forks - Skid Steer
131501	2015	6/26/2015	CAT 252B3 Skid Steer Loader
131602	2016	3/28/2016	Skid Steer Trencher Attachment
131603	2016	5/3/2016	Bobcat Skid Steer S650
131604		8/29/2016	Toyota Forklift - Laramie
140201	2002	5/22/2014	2002 John Deere Backhoe 270LG
140401	2004	8/1/2004	Bobcat 5G/KF6 Hyd Brkr
140601	2006	2/27/2006	2006 JCB 214 Backhoe Loader
140801	2007	1/1/2008	Case 721E Wheel Loader
140802	2007	4/30/2008	Case 521D Wheel Loader
140803	2007	4/30/2008	Case 521D Wheel Loader
140901	2008	3/31/2009	Case 621E Wheel Loader
141101	2011	2/16/2011	60" Set of Forks for JCB 436
141102	2012	12/11/2012	CAT 906H Loader
141103	2012	12/11/2012	CAT 928H Loader
141301	2011	7/1/2013	CAT 906H Loader

141501	2015	6/9/2015	2015 Volvo L70G Wheel Loader
141502	2015	5/14/2015	CAT 420 Loader w/ Hyd Hammer
141503	2015	8/8/2016	2015 Volvo L90G Loader
141601	2016	9/8/2016	2016 CAT 914K Wheel Loader
150561		3/1/1994	Allis Chalmers Grader
150985		9/11/1995	Plate Compactor
151401	2014	6/9/2014	Asphalt Plate Compactor
151501		4/30/2015	CAT 815 Compactor
160801	2008	6/20/2008	30' Ladder w/ Cage
160802	2010	9/10/2010	30' Ladder w/ Cage
160901	2009	4/9/2009	ArrowBoard - Solar
161001	2010	3/1/2010	Arrowboard - Solar
161002	2010	3/1/2010	Arrowboard - Solar
161003	2010	7/1/2010	Arrowboard - Solar
161201	2011	1/23/2012	Arrowboard - Solar
161202	2012	6/20/2012	Arrowboard - Solar
161301	2012	1/10/2013	Arrowboard - Solar
161302	2012	1/10/2013	Arrowboard - Solar
161303	2012	1/10/2013	Arrowboard - Solar
161304	2012	1/10/2013	Arrowboard - Solar
161305	2013	11/15/2013	Arrowboard - Wanco WTSP55
161401	2014	8/12/2014	Arrowboard
161402	2014	8/12/2014	Arrowboard
161403	2014	8/12/2014	Arrowboard
161404	2014	8/12/2014	Arrowboard
161501	2015	4/23/2015	Arrowboard
161502	2015	4/23/2015	Arrowboard
170201	2002	4/4/2002	GME SL420 4 X 20 Trench Box
170301	2003	9/26/2003	Pro-Tec 8'x24' Trench Box
170302	2003	11/1/2003	8" & 10" Steel Forms
170501	2005	7/1/2005	6 CY Bedding Box
170502	2005	8/12/2005	GME Steel Trench Box
170503	2005	9/1/2005	9 Cu Ft Rock Box
170602	2006	5/31/2006	GME Trench Box 8x24
170603	2006	6/28/2006	Trench Box - GME 6M1027C
170604	2006	6/28/2006	Trench Box - GME 6M1024C
170605	2006	6/28/2006	Stone Box - GME
170606	2006	8/8/2006	Welder - Bobcat 250
170607	2006	8/1/2006	Trench Box 6x6x3
170701	2007	1/2/2007	Trench Box
170702	2007	1/2/2007	Trench Box
170703	2007	3/9/2007	Trench Box 8x16
170704	2007	7/30/2007	8x8x8 Manhole Box
170705	2007	7/31/2007	10x24 Trench Box w/ Height Adptrs
170706	2007	8/28/2007	Lifting Beam 12'

170801		1/1/2008	6'x6' Trench Box
170802	0	1/31/2008	8'x8' Trench Box
170802	0	1/10/2008	6'x6' Trench Box
170803	0	1/31/2008	8'x8' Trench Box
170804	0	2/18/2008	6'x6' Trench Box
170805	2008	3/7/2008	6'x6' Trench Box
170806	2008	3/26/2008	Sifter Screen Box 12
170807	2008	4/2/2008	15yd Bedding Box
170808	2008	6/6/2008	8x8 Trench Box
170809	2008	7/29/2008	8x8 Trench Box w/ Sprdrs
170810	2008	9/22/2008	8'x20' Road Plates
170811	2008	12/4/2008	6'x6' Trench Box
170812	2008	12/4/2008	6'x6' Trench Box
170813	2008	12/16/2008	8'x8' Trench Box w/ Spreaders
170813	2008	11/18/2008	6x8 Alum Shield Box
170901	2009	2/1/2009	8'x8' Alum Trench Box
170902	2009	3/30/2009	8'x12' Trench Box
170903	2009	4/2/2009	72" Build a Box
170904	2009	4/3/2009	72" Build a Box
170905	2009	6/2/2009	6x6 Alum Shield Box
170941		10/1/1994	Trench Box
170942		10/1/1994	Trench Box
170964		3/15/1995	Welder Shopmaster
170965		3/27/1995	Hypotherm Plazma Cutter
171001	2010	2/10/2010	8'x27' Trench Box
171002	2010	3/5/2010	Miller Welder - BC250
171003	2010	3/25/2010	352' OF 8" Spreader Bars
171004	2010	3/29/2010	6'x27' Trench Box
171005	2010	4/20/2010	4' Clearance Arch Ext
171006	2010	9/16/2010	8'x16' Trench Box w/Spreaders
171007	2010	9/16/2010	8'x16' Trench Box w/Spreaders
171008	2010	9/20/2010	Adjustable Spreaders
171009	2010	9/20/2010	Adjustable Spreaders
171010	2010	11/1/2010	4x24 Trench Box
171011	2010	11/1/2010	8x20 Trench Box w/Sprdrs
171012	2010	11/1/2010	8x20 Trench Box w/Sprdrs
171013	2010	11/1/2010	8x8 Trench Box w/Sprdrs
171014	2010	11/1/2010	10x12 Trench Box w/Sprdrs
171015	2010	11/1/2010	10x12 Trench Box w/Sprdrs
171016	2010	11/1/2010	8x32 Trench Box w/Sprdrs
171017	2010	11/1/2010	4x32 Trench Box w/Sprdrs
171018	2010	11/1/2010	Arch Spreader
171019	2010	11/1/2010	Arch Spreader
171020	2010	11/1/2010	8x12 Trench Box w/Sprdrs
171021	2010	12/21/2010	8x8 Trench Box

171101	2011	11/7/2011	8'x8' Trench Box w/Sprdrs
171201	2012	2/1/2012	10x12 Trench Box W/Sprdrs
171202	2012	6/1/2012	8x10 Trench Box w/Sprdrs
171203	2012	6/1/2012	6x6 Trench Box w/Sprdrs
171204	2012	6/29/2012	6'x6' Trench Box w/Sprdrs
171205	2012	7/2/2012	6'x6' Trench Box w/Sprdrs
171206	2012	8/6/2012	Ditch Witch 950R
171207	2012	7/10/2012	8x8 Trench Box w/Sprdrs
171208	2012	7/30/2012	6x6 4-Sided Trench Box
171209	2012	8/2/2012	120" Build A Box w/Sprdrs
171210	2012	8/6/2012	6x6 4-Sided Trench Box
171211	2012	9/6/2012	4 Sided Trench Box
171212	2012	9/11/2012	10x20' Trench Box
171213	2012	9/27/2012	10x16' Trench Box
171214	2012	9/11/2012	48-72" Adjstble Trench Box
171215	2012	9/11/2012	60-96" Adjstble Trench Box
171216	2012	11/1/2012	6x6 Trench Box - Speedshore
171301	2013	4/15/2013	6x6' Trench Box w/Sprdrs
171301	2013	1/29/2013	Build A Box Panels 72"
171303	2013	4/15/2013	6x6' Trench Box w/Sprdrs
171304	2013	5/16/2013	6x6' Trench Box w/Sprdrs
171305	2013	6/21/2013	8'x8' Trench Box w/Sprdrs
171306	2013	6/21/2013	8x8' Trench Box w/Sprdrs
171307	2013	9/3/2013	Build a Box Panels / Corner
171308	2013	9/26/2013	4X16' Trench Box
171309	2013	10/2/2013	4x12' Trench Box
171310	2013	11/15/2013	8x8' Trench Box - Alum
171311	2013	11/15/2013	8x8' Trench Box - Alum
171401	2014	2/20/2014	Build-A-Box Panels/Corners
171402	2014	2/20/2014	Build-A-Box Panels/Corners
171403	2014	4/24/2014	6x6' Trench Box
171404	2014	4/24/2014	6x6' Alum Trench Box
171405	2014	4/24/2014	6x6' Alum Trench Box
171406	2014	4/29/2014	10x20' Trench Box (Speedshore)
171407	2014	4/29/2014	4x20' Trench Box (Efficiency)
171408	2014	5/13/2014	6x6' Trench Box w/Sprdrs
171409	2014	5/19/2014	8x20' Speedshore Trench Box
171410	2014	5/19/2014	8x20' Speedshore Trench Box
171411	2014	7/1/2014	10x20' Trench Box 6" Walls
171412	2014	8/15/2014	8x8 Trench Box
171413	2014	8/7/2014	Trench Box w/ Corners
171414	2014	8/7/2014	Trench Box w/ Corners
171415	2014	10/23/2014	4'x16' Trench Box
171416	2014	11/20/2014	Custom Trench Box 40x14x16
171501	2015	1/9/2015	10x24' Trench Box

171502	2015	1/9/2015	10x24' Trench Box
171503	2015	2/25/2015	8x24' Trench Box
171504	2015	4/10/2015	Bedding Box 12 yd
171505	2015	4/10/2015	Bedding Box 12 yd
171506	2015	5/20/2015	8x8' Trench Box w/Sprdrs
171507	2015	7/10/2015	6x6' Trench Box
171508	2015	7/31/2015	Adjst Alum Trench Box
171509	2015	9/17/2015	Alum Trench Box
171510	2015	9/17/2015	Alum Trench Box
171601	2016	2/18/2016	8'x20' Road Plates (6)
171602	2016	4/5/2016	4x24' Trench Box
171603	2016	3/10/2016	10x16' Trench Box
171604		9/19/2016	8x8' Trench - Build A Box
171605	2016	10/31/2016	10x24' Trench Box with 24" Height Extn
171606	2016	10/31/2016	10x24 Trench Box w/ 48" Height Extn
171607	2016	10/25/2016	6x6 Alum Trench Box XLAP-66
171608	2016	10/25/2016	6x6 Alum Trench Box XLAP-66
171609	2016	10/25/2016	8x8 Alum Trench Box XLAP-88
171610	2016	10/25/2016	8x8 Alum Trench Box XLAP-88
179450	1994	6/6/1994	Trench Box
179922	1999	5/1/1999	Cable Glider HD
180024	2000	8/4/2000	Vermeer 5 1/8" Hammerhead Mole
180301	2003	9/1/2003	Mini Camera/Navigator
180401	2004	6/1/2004	9 Yd Stone Saver
180402	2004	8/1/2004	Push Camera
180435		8/9/2002	Pettibone C-44P Compactor
180501	2005	5/1/2005	AGL GL2500 Sewer Laser
180503	2005	6/2/2005	Slab Rider Drill
180505	2005	12/22/2005	Wacker Vib Plate 3400lb
180529		6/28/1987	Trench Box
180601	2006	1/31/2006	Test Plug Equipment
180602	2006	2/17/2006	3" Power Port Mole w/50' Hose
180603	2006	3/2/2006	Gas Rammer Compactor
180604	2006	3/13/2006	Mortar Mixer, Electric
180605	2006	4/12/2006	AGL GL2500 Sewer Laser w/ Remotes
180606	2006	4/11/2006	Gas Rammer Compactor
180607	2006	4/7/2006	Gas Rammer Compactor
180608	2006	5/31/2006	12yd Stone Saver
180609	1988	12/12/1988	Concrete Mixer
180610	2006	7/10/2006	Strong Back Sling - Pipe Lift
180611	2006	8/4/2006	Electric Core Drill
180612	2006	9/1/2006	Mity Mite - Pipe Puller - 5516R
180613	2006	9/30/2006	GL2500 Sewer Laser
180614	2006	10/11/2006	Tapping Machine
180685	1989	10/17/1989	Mortar Mixer

180701	2007	1/22/2007	3" Hammerhead Mole
180702	2007	1/9/2007	Rigid Portable Pipe Threader
180703	2007	3/9/2007	OTC Nemisys Scan Tool
180704	2007	4/23/2007	Electric Core Drill
180705	2007	5/25/2007	Electric Core Drill
180707	2007	10/1/2007	Concrete Bucket w/ Side Chute
180708	2007	11/8/2007	Steel Container 8'x20'
180801	2007	1/1/2008	Vibromax Roller - Single Drum
180802		8/9/2002	Double Drum Roller
180803	0	1/14/2008	Tapping Machine
180804	2008	3/4/2008	Tapping Machine
180805	2008	3/10/2008	Tapping Machine
180806	2008	3/20/2008	Tapping Machine
180807	2008	4/8/2008	Pipe Thread Drive
180808	2008	5/30/2008	Dome Head Test Plug
180809		5/29/2008	Mortar Mixer, Electric - 655PM
180810		5/29/2008	Mortar Mixer, Electric - 655PM
180811		5/29/2008	Mortar Mixer, Electric - 655PM
180812	2008	7/18/2008	Mortar Mixer, Electric - 655PM
180813	2008	8/11/2008	Wacker Vib Plate 3400lb
180814	0	8/29/2008	Wacker Vib Plate WP1550AW
180815	2008	9/10/2008	Ridgid Portable Pipe Threader
180816	2008	9/10/2008	Ridgid Portable Pipe Threader
180817	2008	10/2/2008	Wacker Vibro Plate
180901	2009	1/26/2009	Leak Detection System
180902	2009	4/3/2009	Tapping Machine
180903	2009	4/15/2009	John Deere 4x6 Gas Gator
180904	2009	7/9/2009	Pipe Thread Drive
180905	2009	7/8/2009	Pump Assy - Lining Trailer
180906	2009	7/8/2009	Continuous Mixer 75 lb
180907	2009	7/8/2009	Pump Assy - Lining Trailer
180908	2009	7/20/2009	Mortar Mxr - Elec - 655pm
180909	2009	6/19/2009	Continuous Mixer 75lb
180910	2009	7/27/2009	Mortar Mixer - Electric
180914		8/9/2002	Case 252 Double Drum Roller
180915		8/9/2002	Case 252 Double Drum Roller
180939		10/10/1994	Steel Container
180940		10/10/1994	Steel Container
181001	2010	1/26/2010	Dome Head Test Plug
181002	2010	1/26/2010	Dome Head Test Plug
181003	2010	3/24/2010	Gas Planer w/Carbide
181004	2010	7/19/2010	Dome Head Test Plug
181005	2010	9/8/2010	DynaPac Vib Roller
181006	2010	10/11/2010	S3 - 2" Survey Robot
181007	2010	9/15/2010	Dome Head Test Plug

181101	2011	1/10/2011	Plug Test 15-30"
181103	2011	3/1/2011	Mortar Mixer - Gas
181104	2011	4/26/2011	3500psi Pressure Washer
181105	2011	4/26/2011	Mortar Mixer - Electric
181106	2011	5/2/2011	Vibrating Concrete Screed
181107	2011	6/14/2011	Dome Head Test Plug 24-48"
181108	2011	7/1/2011	Hydraulic Hammer
181109	2011	7/26/2011	Allmand 4 Light Tower
181110	2011	11/1/2011	Allmand 4 Light Tower
181112	2011	11/1/2011	Ing Rand 4 Light Tower
181201	2011	1/23/2012	Double Drum Roller- W/B
181202	0	4/11/2012	HAMM - HD-10 Double Drum Roller
181203	2012	3/22/2012	Walk Behind Diesel Saw
181205	2012	5/25/2012	Walk Behind Diesel Saw
181206	2012	5/11/2012	Elec Core Drill
181207	2012	5/11/2012	Sewer Laser - GL-2700
181208	2012	5/18/2012	Elec Core Drill
181209	2012	6/19/2012	Finn T60T Hydroseeder
181210	2012	6/11/2012	Tapping Machine
181211	2012	6/26/2012	Tapping Machine
181212	2012	8/21/2012	Blaw Knox Paver - PF500
181213	0	11/26/2012	10' MWRD Manhole Forms
181214	0	11/26/2012	Symons Concrete Forms
181215		11/26/2012	Doka Concrete Forms
181216	2012	12/18/2012	Hydraulic Hammer - Allied BR555
181217	2012	11/1/2012	Vibro Plate - Diesel
181301	2013	4/5/2013	Walk Behind Diesel Saw
181302	2013	6/7/2013	Thermolazer Stripping Machine
181303	2013	7/29/2013	Hydraulic Hammer - Allied BR555
181304	2000	9/18/2013	Finlay PowerScreen Plant - 683 SuperTr
181305	2013	10/24/2013	Hydraulic Hammer
181402	2001	5/22/2014	2001 Bomag Roller BW156 D-3
181403	2014	6/16/2014	ML Bobcat250 Welder
181404	2014	9/23/2014	Baloon Light - Doosan BL2000
181501	2015	1/28/2015	Welder - TrailBlazer 325
181502	2015	3/4/2015	72" Sweeper Attachment
181503	2015	3/27/2015	Sweepster - 72" SB P/U Broom
181504	2015	4/13/2015	Hydraulic Hammer 750#
181508	2015	10/28/2015	Hypac C822C Roller
181509	2015	10/19/2015	GPS / Surveying Unit
181510	2015	12/8/2015	Diesel Sheepft Roller
181511	2015	1/19/2016	Light Tower - Diesel
181512	2015	1/25/2016	Light Tower - Diesel
181601	2016	1/12/2016	Hydraulic Hammer #750
181602	2016	1/12/2016	Hydraulic Hammer #750

181603	2016	1/11/2016	Hydraulic Hammer 750#
181604	2016	1/19/2016	Welder 250-400amp
181605	2016	3/18/2016	AXW-30 Portable Scales w/Ramps
181606	2016	3/7/2016	Hydraulic Hammer #1000
181607	2016	5/11/2016	Lumberjack 300 8-21" Cutter System
181608	2016	6/8/2016	Cosmic Sewer Rehab Robot
181609	2016	7/27/2016	Giant Kangaroo Cutter Assmbly
181610	2016	8/8/2016	Hydraulic Hammer 750# - CP RX6
181611	2016	9/29/2016	Hydraulic Hammer 750# CP RX6
181612	2016	11/9/2016	Lumberjack 300 Series M/P Cutter System
200201	2002	2/28/2013	2002 Wells Cargo Trailer
200301	2003	5/8/2003	Homemade Flat Open Trailer
200502	2005	2/24/2005	2005 Behnke BCT1812E Trailer
200602	2006	9/13/2012	2006 Wells Cargo Trailer
200701	2007	3/15/2007	2007 Talbert Lowboy Trailer
200801	2008	5/20/2008	Imperial LB-14-20 Trailer
200802	2008	5/21/2008	B&B BCT2014E Trailer
200803	2008	5/21/2008	Imperial SW-14-20 Trailer
200804	2008	7/19/2008	B&B CBCT2014E Trailer
200805	2008	8/8/2008	2008 Featherlite Trailer
200836	1997	4/27/1999	Homemade Trailer
200902	2008	6/29/2009	B&B BCT2014E Trailer
200903	2008	6/29/2009	B&B BCT2014E Trailer
201001	2010	10/14/2010	2010 Loadmax Trailer
201201	0	4/11/2012	Talbert Lowboy Trailer
201202	2012	4/6/2012	Bil-Jax Trailer
201204	2012	5/25/2012	Bil-Jax Trailer
201301	2013	8/1/2013	2013 AMO Trailer
201302	2013	9/20/2013	20' Storage Container
201401	2014	5/2/2014	2014 Atlas 8.5x20' Enclsd Trailer
201402	2014	7/7/2014	2014 Eager Beaver 20XPT Trailer
201403	2014	10/23/2014	20' Storage Trailer - Tollway
201404	2014	10/23/2014	20' Storage Trailer
201501	2015	5/1/2015	2015 PJ Trailer 83x22'
201502	2015	10/8/2015	Lowboy Trailer w/ Flip Axle
201601	2016	4/5/2016	Wesco 82x18' Trailer
201602	2016	5/5/2016	81"x16' Sure-Trac Trailer
201603	2016	5/5/2016	8.5'x20' United Trailer
201604	2016	11/2/2016	United Round Top/Front Trailer
201605	2016	12/5/2016	Sure-Trac Trailer 102"x20'
201701	2017	8/1/2016	2017 Hilbilt Mongoose Dump Trailer
208943	1989	3/1/1994	Pace America Trailer
209011	1990	3/1/1994	Pace American Tag Along Trailer
230101	2001	4/11/2001	Okada Hydraulic Breaker
230502	2005	12/27/2005	Kent Breaker - KF6 SS

230801	0	8/28/2008	KF6 Hydraulic Breaker
230901	2009	8/25/2009	Auger Head - Skidster Attchmnt
230902	2009	12/25/2009	Kent KF6 Breaker
230988		3/31/1997	Stanley 350 Breaker
650806	2008	7/22/2008	14" Gas Saw - Hus K960
650807	2008	7/21/2008	14" Gas Saw - Hus K960
650808	2008	7/21/2008	14" Gas Saw - Hus K960
650809	2008	7/21/2008	14" Gas Saw - Hus K960
650810	2008	9/19/2008	14" Gas Saw - Hus K960
650811	2008	11/10/2008	14" Gas Saw
650901	2009	1/28/2009	16" Gas Saw
650902	2009	3/23/2009	14" Gas Saw
650903	2009	3/25/2009	14" Gas Saw
650904	2009	6/5/2009	14" Cut Off Saw
650905	2009	7/23/2009	16" Gas Cutoff Saw
650906	2009	7/29/2009	14" Gas Cutoff Saw
650971		4/28/1995	Concrete Saw
651001	2010	1/28/2010	14" Gas Cutoff Saw
651002	2010	1/28/2010	14" Gas Cutoff Saw
651003	2010	3/4/2010	14" Gas Saw
651004	2010	3/18/2010	16" Gaw Saw
651005	2010	9/16/2010	14" Cut Off Saw
651006	2010	10/4/2010	14" Gas Saw
651007	2010	11/9/2010	14" Gas Saw
651008	2010	12/7/2010	16" Gas Cutoff Saw
651009	2010	12/9/2010	14" Gas Cutoff Saw
651101	2011	2/18/2011	14" Gas Cutoff Saw
651102	2011	7/27/2011	14" Cutoff Saw
651103	2011	9/15/2011	14" Cutoff Saw
659702	1997	10/24/1997	Stihl 12" Gas Saw
850501	2005	10/1/2005	4" 10hp Submersible Pump
850601	2006	5/11/2006	3" Gas Trash Pump w/Hoses
850602	2006	7/1/2006	4" Trash Pump w/Hoses
850603	2006	7/7/2006	Vibro Plate - WP1550AW
850604	2006	7/7/2006	Vibro Plate - VP1550AW
850605	2006	7/7/2006	Vibro Plate - WP1550AW
850606	2006	7/8/2006	3" Trash Pump w/Hoses
850607	2006	7/12/2006	3" Trash Pump w/Hoses
850608	2006	10/6/2006	3" Trash Pump
850609	2006	11/17/2006	3" Trash Pump
850701	2007	3/8/2007	Hydrostatic Test Pump
850702	2007	3/23/2007	2" Trash Pump w/ Hoses
850703	2007	8/8/2007	2" Trash Pump 5.5hp
850801	0	2/21/2008	3" Pump
850802	2008	3/19/2008	3" Electric Pump w/ hoses

850803		5/16/2008	Vibro Plate - WP1550AW
850804	2008	9/26/2008	3" Electric Pump
850805	2008	9/26/2008	3" Electric Pump
850806	2008	10/2/2008	3" Gas Pump
850807	2008	10/31/2008	Vibro Plate - WP1550A
850808	2008	11/5/2008	3" Gas Pump
850809	2008	11/12/2008	3" Gas Pump
850810	2008	11/26/2008	3" Gas Pump
850811	2008	12/12/2008	3" Gas Pump
850895		5/1/1994	3" Trash Pump
850896		5/1/1994	3" Trash Pump
850897		5/1/1994	3" Trash Pump
850901	2009	1/28/2009	3" Gas Trash Pump
850902	2009	2/27/2009	3" Trash Pump
850987		8/31/1995	Piston Test Pump
851001	2010	2/22/2010	3" Elec Trash Pump
851002	2010	2/26/2010	3" Elec Trash Pump
851003	2010	9/28/2010	3" Elec Trash Pump
851004	2010	12/13/2010	3" Trash Pump
851101	2011	1/27/2011	Trash Pump 3"
851102	2011	7/26/2011	4" Electric Pump
851103	2011	8/10/2011	4" Electric Pump
851104	2011	8/22/2011	3" Electric Pump
851105	2011	11/1/2011	3" Elec Pump
851106	2011	11/1/2011	Water Wagon w/Acc
851107	2011	11/1/2011	6" Diesel Pump
851108	2011	11/1/2011	4" Elec Pump
851301	2013	1/28/2013	Hydro-Test Water Pump
851401	2013	4/2/2014	Magnum Pump
851501	2015	3/27/2015	Centrif Water Pump

<i>EQUIP #</i>	<i>Year</i>	<i>Purch Date</i>	<i>Description</i>
F021601	2016	9/27/2016	2016 Ford F250
F021602	2016	9/1/2016	2016 Ford F350
F030101	2001	4/14/2016	2001 Ford E-450 Sewer Truck
F030401	2004	3/15/2017	2004 CHEVROLET SEWER CAMERA TRUCK
F030901	2009	9/12/2016	2009 Freightliner Reefer Truck
F031001	2010	2/13/2017	2010 FREIGHTLINER REEFER TRK
F031002	2010	3/8/2017	2010 FREIGHTLINE 26' REEFER
F031502	2015	8/1/2016	2015 Ford F650- 26' Van Body
F031502A	2016	10/20/2016	OMA Palfinger 3216 Electric Crane for F
F031601	2016	5/5/2016	2016 Ford F550 CUES System
F031701	2017	9/2/2016	2017 Kenworth Boiler Truck
F061601	2016	8/19/2016	Mi-T-M HSP3504 Pressure Washer
F071601	2016	8/4/2016	Sullivan 90PKU Compressor
F081601	2016	8/10/2016	Alkota 246 Steam Generator
F081602	2016	8/26/2016	MultiQuip 10k Watt Generator

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto City of Wood Dale as OWNER in the penal sum of
_____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and

hereby made a part hereof to enter into a contract in writing, for the
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between City of Wood Dale, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D - WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by November 1, 2021, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) DRAWINGS prepared by Robinson Engineering, Ltd. numbered 01 through 29 and dated February 1, 20 21.

(L) SPECIFICATIONS prepared or issued by Robinson Engineering, Ltd.

dated NA, 20NA.

(M) ADDENDA:

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. No contractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (Triplicate) each of which shall be deemed an original on the date first above written.

OWNER:

City of Wood Dale _____

By _____

Name _____

Title _____

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

(Please Type)

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Wood Dale

(Name of Owner)

404 N Wood Dale Road, Wood Dale, IL 60191

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D – WESTVIEW ELEMENTARY SCHOOL,

LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

By: _____

(SEAL)

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

City of Wood Dale

(Name of Owner)

404 N Wood Dale Road, Wood Dale, IL 60191

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 20____, a copy
of which is hereto attached and made a part hereof for the construction of:

WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION, CONTRACT D - WESTVIEW ELEMENTARY SCHOOL,

LINCOLN COURT, AND SQUAW CREEK

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution
of the WORK provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such WORK, and all
insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 _____.

(SEAL)

ATTEST:

By: _____

ATTEST:

By: _____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF INTENT TO AWARD

To: _____

Project Description: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated 03/05/2021 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Wood Dale

OWNER

By: _____

Title: _____

NOTICE OF AWARD

To: _____

PROJECT Description: WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 5, 20 21 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

City of Wood Dale

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: WARD 2 & 3 STORM SEWER AND

UNDERGROUND DETENTION, CONTRACT D – WESTVIEW

ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW

CREEK

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 _____, on or before _____, 20 _____, and you are to complete the WORK by November 1, 2021. The date of completion of all WORK is therefore _____, 20 _____.

City of Wood Dale _____

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of

_____, 20 _____.

By _____

Title _____

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price: _____</p> <p>\$ _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</p> <p>\$ _____</p> <p>Contract Price prior to this Change Order: _____</p> <p>\$ _____</p> <p>[Increase] [Decrease] of this Change Order: _____</p> <p>\$ _____</p> <p>Contract Price incorporating this Change Order: _____</p> <p>\$ _____</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days</p> <p>Substantial completion (days or date): _____</p> <p>Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</p> <p>Substantial completion (days): _____</p> <p>Ready for final payment (days): _____</p> <p>Contract Times prior to this Change Order:</p> <p>Substantial completion (days or date): _____</p> <p>Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] of this Change Order:</p> <p>Substantial completion (days or date): _____</p> <p>Ready for final payment (days or date): _____</p> <p>Contract Times with all approved Change Orders:</p> <p>Substantial completion (days or date): _____</p> <p>Ready for final payment (days or date): _____</p>
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RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>6.9</u>	Insert goals for* each year <u>19.6</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is **.

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals

for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The

Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractor's signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it

has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.


4-5-2021

 Signature Date

MARK ATKINS, PRESIDENT

 Name and Title of Signer (Please type)

BENCHMARK CONSTRUCTION CO., INC.

 Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: SEE ATTACHED
(Name of union or organization of workers)
The undersigned currently holds contract(s) with City of Wood Dale CITY OF CHICAGO, IDOT, WHEATON SANITARY DISTRICT
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

BENCHMARK CONSTRUCTION CO., INC.
2260 SOUTHWIND BLVD., BARTLETT IL 60103
Mark Atkins
MARK ATKINS, PRESIDENT
CONTRACTOR
(Contractor or Subcontractor)
4-5-2021
(Date)

Operative Plasterers & Cement Masons Association of Northern IL – Local 11
815-337-7290

Cement Masons Union Local 502
708-544-0232

Construction & General Laborers District Council of Chicago & Vicinity
630-655-8289

International Union of Operating Engineers
708-482-8800

Chicago Journeymen Plumbers Local Union 130 UA
312-421-1010

Teamsters Local 731
630-887-4100

Laborers Local 32 / North Central Laborers
815-873-8875

Fox Valley & Vicinity Laborers
847-742-0900

Chicago Regional Council of Carpenters
312-787-3076

EPA Project Control #: _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

MARK ATLINS, PRESIDENT
(Typed Name & Title of Authorized Representative)

 4-5-2021
(Signature of Authorized Representative) (Date)

BENCHMARK CONSTRUCTION CO., INC.

I am unable to certify the above statements. My explanation is attached.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures for Issuing Loans from the Water Pollution Control Loan Program"**

Section 365.420(b)(2) Change Orders

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 365.620(f) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) of the loan rules for

all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 365.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of Part 365 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 365.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 365.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.620(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Bidder Certification
In Compliance with Article 33E-11 to the
"Criminal Code of 2012"

I MARK ATKINS, do hereby certify that:
Name

1. I am PRESIDENT of the BENCHMARK CONSTRUCTION CO., INC.
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]"

Name of Firm BENCHMARK CONSTRUCTION CO., INC.

Signature [Handwritten Signature]

Title MARK ATKINS, PRESIDENT

Date 4-5-2021

Corporate Seal (where appropriate)

On this 5th day of APRIL, 2021, before me appeared (Name)

MARK ATKINS to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) BENCHMARK CONSTRUCTION CO., INC. to execute the affidavit and did so as his or her free act and deed.

Notary Public Molly K. Francesconi Commission Expires 2/24/23

Notary Seal





Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700
(630) 497-1737 Fax

April 5, 2021

This letter certifies that no proposals were received from any disadvantaged business subcontractors prior to the bid opening.

Firm Name: Benchmark Construction Co., Inc.

Signature: 

Title: Mark Atkins, President

Date: 4/5/2021

On this 5th day of April, 2021, before me appeared Mark Atkins to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Benchmark Construction Co., Inc. to execute and did so as his or her free act and deed.

Notary Public: 

Commission Expires: 2/24/23



NOTICE

**SIGNIFICANT
IMPACT TO
COMBINED**

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**LEGAL NOTICES
GOVERNMENT/EDUCATION**

**NOTICE OF FINDING OF NO SIGNIFICANT
IMPACT AND NOTICE OF INTENT TO
REQUEST RELEASE OF FUNDS**

March 17, 2021
Cook County Department of Planning and
Development
69 W. Washington Street, Suite 2900
Chicago, Illinois 60602
(312) 603-1000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Cook County. REQUEST FOR RELEASE OF FUNDS On or about April 1, 2021, Cook County will submit a request to the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development for the release of HUD Community Development Block Grant Disaster Recovery funds to undertake a project known as the Richton Park Town Center Stormwater Flood Improvements Project #2013-DR-IN-R4-09. The total project cost is approximately \$5,100,000. The proposed project location is in the Village of Richton Park, Illinois. The project will entail the widening and grading of approximately 4,245 linear feet of Procurement Services Team office at 630.420.6064 if you have any questions.



NOTICE

Clerk Name Notice to Disadvantaged Businesses: Benchmark Construction Co., 2260 Southwind Blvd., Bartlett, IL 60103, 630-497-1700, is seeking disadvantaged businesses for the City of Wood Dale Ward 2 & 3 Storm Sewer and Underground Detention - Contract D, Westview Elementary School, Lincoln Court and Squaw Creek, for subcontracting opportunities in the following areas: striping, excavation, hauling, plumbing, paving, landscaping, utilities, and traffic control. All disadvantaged businesses should contact, in writing, (certified letter, return receipt requested) Mark Atkins, to discuss the subcontracting opportunities. All negotiations must be completed prior to bid opening on 4/5/2021. Proposals will be evaluated based on, respectively, cost, compliance with the project plans & specs, and previous experience & performance.

3/17/21 6905851

**LEGAL
NOTICES**

**CHICAGO TRANSIT AUTHORITY
ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the following by Chicago Transit Authority through Electronic Submission to the Bid Office's E-Procurement Platform no later than 2:00 P.M. on Monday, April 19, 2021 to the link below:

https://transitchicago.bonfirehub.com/portal/?tab=openopportunities
Reg No: C21FT102551756
Invitation for Bid (IFB) for Removal, Design, Manufacture, Deliver, Install, Commission and Training for One Floor Mounted Wheel Borer Machine F.O.B. Destination
PROPOSAL GUARANTEE: NONE
Pre-Bid Meeting will be held on Thursday, April 1, 2021 at 10:00 a.m. CDT at Skokie Shops, 3701 Oakton Street, Chicago, IL 60076.

Questions regarding this Bid must be submitted in writing via Bonfire no later than 4:00 p.m. (CST) Monday, April 5, 2021. Questions will not be accepted after this date and time. For additional information, please contact Lolita Hendrix, Procurement Administrator at lhendrix@transitchicago.com.

TO PLACE YOUR AD, VISIT
CHICAGOTRIBUNE.COM/ADVERTISER
OR CALL 312.232.2222

Shen, Drucilla Madeline

Drucilla Madeline Ronchen 70, passed away March 12, 2021 at her home in Chicago. Beloved mother of David W. Gabel; loving daughter of the late Theresa Marie Ferle F.; dearest sister of Marlene, Mark, Merle and the late Karen and Kevin; dear aunt of Sabrina, Paige, and Paige. She was an ASL Professor at the University of Chicago for 35 years. Also a well known blind advocate who loved to paint and travel. Memorial Mass Thursday 11 AM at St Francis Borgia Church 8033 W Addison St. Memorial donations may be made to the DeafBlind Services Minnesotaneapolis, MN 773-625-3444

Guestbook at chicagotribune.com/obituaries

Steffen, SVD, Rev. Arnold

Arnold Steffen, SVD, passed away March 12, 2021. Loving son of the late Joseph N. Steffen and Mathilda A. Meier Steffen. Resurrection Mass will be Thursday, March 18, at 10:30 AM at the Divine Word Residence. Attendance at the funeral will be strictly limited due to the Covid-19 pandemic. Burial will be at St. Mary Cemetery, Techny, IL. Offerings of flowers, memorials may be made in Fr. Arnold's name for the care of retired Divine Word missionaries and infirmed missionaries, c/o Divine Word Residence, PO Box 6000, Techny, IL 80082-6000. Arrangements by N. H. Scott & Hanekamp Funeral Home 847-998-1020.

N.H. Scott & Hanekamp
FUNERAL HOME

Guestbook at chicagotribune.com/obituaries

Vastlik, Marie R.

Marie R. Vastlik, age 91, of Plainfield, IL passed away at home on March 10, 2021. She was born October 25, 1929 in Chicago, IL. Marie was a dedicated office worker for over 45 years with Chicago, IL and long time parishioner of St. Mary's Catholic Church in Romeoville, IL. Marie survived by her loving nieces, Linda (Robert) Kirdas, Donna Iovinelli, Laurie (Tino) Stefani; nephews, Wayne (Annamarie) Vastlik, 10 great-nieces and nephews; Brian (Molly) Dauskurdas, Janet (Josh) Joyce (Brian) Nemes, Angela (Bryan) Javor, Ashley (Ashley) Iovinelli, Brendan Vastlik, Neil Kevin Vastlik, Carson Stefani, Allyson Stefani, great-great-nieces and nephews. She was preceded in death by her parents, Frank and Marie.

Specifications for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) City of Wood Dale

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Wood Dale 's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. (Name of Loan Recipient) City of Wood Dale 's disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Wood Dale 's disadvantaged business policy, ALL bidders shall provide the following with its bid:
 - 1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

IV. Sanctions

- A. The (Name of Loan Recipient) City of Wood Dale may reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

**Suggested Disadvantaged Business (DBE)
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the _____
City of Wood Date (Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____, _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company
 Name of Owners
 Address of Company
 E-mail Address of Company
 Telephone Number
 Date of Proposal
 Type of Business
 Type of DBE
 Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form


(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: 

NAME: MARK ATKINS

TITLE: PRESIDENT

Company: BENCHMARK CONSTRUCTION CO., INC.

Date: 4/5/2021

N/A

EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

4/15
 date of proposal
 type of proposal

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE or Not Applicable)
Homer Tree Service Valerie Wunderlach	16464 W 143 rd Lockport ZC 60441	815 512 7017	Valerie.Wunderlach@hometree.com	tree removal	new DBE Check if Hired <input type="checkbox"/>
Digon Bros Construction Mike Digion	27 W 010 St Wheaton ZC 60180	630 293 0508	Michael.digion@comcast.net	Concrete	new DBE Check if Hired <input type="checkbox"/>
Arrow Road John Grier	1445 Oakton St Flinn Grove Illinois 60407	847 472 7265	Jong e arrowroad.com	Asphalt	Non DBE Check if Hired <input type="checkbox"/>
Oldcastle JETA Bclia	760 S. Material Rd Romoville ZC 60146	815 834 0320	jeff.bclia@oldcastle.com	Recp / Boxes	Non DBE Check if Hired <input type="checkbox"/>

4/15 email

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IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE or Not Applicable)
Welch Brothers 4/15/2017	1050 St Charles St PO Box 7419 Evanston IL 60121-0749	815 214 3056	brandl@welchbrothers.com	Rep / boxes	Non DBE Check if Hired <input type="checkbox"/>
ATM Associates Logistics 4/15/2017	208 Main Street Elmhurst IL 60119	630 444 2135	ted@atm-logistics.com	Trucking	Non DBE Check if Hired <input type="checkbox"/>
Vulcan Nicolle Schubert 4/15/2017	1000 E. Lawrenceville Rd Naperville IL 60563	774 242 0509	SchubertN@VME.com	Aggregates	Non DBE Check if Hired <input type="checkbox"/>
Bluff City Cathy Brown 4/15/2017	1245 Gr. North Rd Evanston IL 60120	630 267 9691	Cathy@bluffcity.com	dump	Non DBE Check if Hired <input type="checkbox"/>

**Bidder Certification Regarding the Use of
American Iron and Steel Products**

I MARK ATKINS, do hereby certify that:
Name

1. I am PRESIDENT (title) of the BENCHMARK CONSTRUCTION CO., INC. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company BENCHMARK CONSTRUCTION CO., INC.

Signature 

Title MARK ATKINS, PRESIDENT

Date 4-5-2021

Corporate Seal (where appropriate)

Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of

an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greates, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts

and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: American Iron and Steel Step Certification for Project (xxx *Identify Project Here* xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Employment of Illinois Workers on Public Works Act

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

MARK ATKINS, PRESIDENT

(Typed Name & Title of Authorized Representative)



(Signature of Authorized Representative)

4-5-2021

(Date)

BENCHMARK CONSTRUCTION CO., INC.

(Company/Organization)



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

March 8, 2021

Project #15-R0651D

**CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

ADDENDUM #1

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- The bid submittal deadline and bid opening date included in the NOTICE TO BIDDERS has been revised from April 15, 2021, at 10:00 AM to **April 5, 2021, and 2:30 PM.**

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #1 and email a signed copy to Robinson Engineering, Ltd., at olga.henderson@reltd.com. **The Contractor must include this entire signed Addendum #1 letter with the submitted bid package.**

Very truly yours,

ROBINSON ENGINEERING, LTD.

Jacob C. Wellbank, PE
Project Engineer

ADDENDUM #1 - Acknowledgement of Receipt

Received by: Dominic Fiorerona

Date: 3/12/21

Company: Reachmark Construction



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

March 18, 2021

Project #15-R0651D

**CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK**

ADDENDUM #2

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- Revisions below in **bold** to the PRECAST CONCRETE BOX CULVERTS Special Provision:

...

This work shall include the procurement, shipment, and installation of precast reinforced concrete box culverts, herein referred to as the Proposed Underground Detention System ("System"), in the locations shown on the plans or specified by the Engineer in the field. Joints of the System, connections to the System, and joints of pipes between portions of the System shall be watertight. The joints shall be **either**:

1. Gasketed tongue-and-groove and all interior and exterior joints shall be mortared to ensure full closure of the joint, **or**
2. **Sealed using a butyl joint sealant and an expanding waterstop sealant installed around the perimeter of the spigot end of all joints, and an exterior joint wrap shall be applied to those joints. In addition, an elastomeric sealing material conforming to ASTM C-920 shall be caulked or troweled around each interior joint. Where the depth of fill exceeds 1/4", a backer rod shall be installed prior to caulking.**

In areas that do not require trench backfill, the space between box culverts may be filled with either CA-7, sand, or CLSM. The cost of the backfill between box culverts shall be included in the contract unit cost for this item.

...

- Revisions below in **bold** to the STORM SEWERS JACKED IN PLACE Special Provision:

...

This work shall consist of boring and jacking reinforced concrete storm sewer pipe (tongue and groove, Type 5, **unless the Contractor chooses to auger a steel sleeve as a casing pipe**) through construction easements on 250 and 256 Robin Lane at the invert elevations provided on the plans. Bentonite slurry shall be utilized at the ends of the jacked storm

sewer. The Contractor shall field verify the elevations and locations of any and all utilities that may cross beneath or over the proposed auger prior to ordering structures [manholes] or beginning the auger operation so as to not damage the existing utilities during auger operations. No additional compensation shall be given for any modifications required to be made to the proposed storm sewer design (including but not limited to re-ordering/restocking structures) or for any delay time incurred due to a difference in assumed and actual elevations of the existing utilities.

The cost for excavating, shoring, trench backfill, and backfilling of the jacking pit and receiving pit, **installing the steel sleeve (if this method is selected)**, including stabilization shall be considered incidental to this item. Dewatering shall be paid for separately per the Special Provision.

Should the contractor elect to install a steel sleeve, it shall be in accordance with the following:

Standard Sizes of Steel Sleeves Used as Casings*

<u>Carrier Pipe ID in</u> <u>Inches</u>	<u>Casing Wall</u> <u>Thickness in Inches</u>	<u>Casing Outside</u> <u>Diameter in Inches</u>
6	0.344	20
8	0.344	20
12	0.375	24
16	0.469	30
20	0.563	36
24	0.625	42
30	0.719	48
36	0.781	54
42	0.875, 0.938	60, 66
48	1.000	72

*Adapted from City of Chicago, IL, Water Department Standard Specifications

After installation of the steel sleeve is completed, the proposed storm sewer shall be constructed in place within the sleeve. The storm sewer used shall comply with the STORM SEWERS Special Provision and may be PVC SDR-26. The storm sewer shall be inserted and centered by use of model CCS stainless steel casing spacers as manufactured by Cascade Waterworks Mfg. Co. of Yorkville, IL or approved equal.

Caser spacing shall be bolt on style with a two-piece shell made from T-304 stainless steel of a minimum 14-gauge thickness. Each shell section shall have bolt flanges formed with ribs for added strength. Each connecting flange shall have a minimum of three (3) five-sixteenths inch (5/16") T-304 bolts. The shell shall be lined with a ribbed PVC extrusion with a retaining section that overlaps the edge of the shell and prevents slippage. Bearing surfaces (runners) made from UHMW polymer with a static coefficient of friction of 0.11-0.13 shall be attached to support structures (risers) at appropriate positions to properly support the carrier within the casing and to ease

installation. The runners shall be attached mechanically by T-304 threaded fasteners inserted through the punched riser section and TIG welded for strength. Risers shall be made of T-304 14-gauge stainless steel. All risers over two inches (2") in height shall be reinforced. Risers shall be MIG welded to the shell. All metal surfaces shall be fully passivated.

The cost of furnishing and installation of the storm sewer and all incidental work necessary for its installation described herein, including bentonite slurry and grout, any steel sleeve, and any appurtenances will be paid for at the contract unit price bid per FOOT for STORM SEWERS JACKED IN PLACE, 24".

- Increase in quantity of STORM SEWERS, CLASS A, TYPE 1, 12" to "80" feet and addition of the pay item INLETS, TYPE A, TYPE 11 FRAME AND GRATE with the quantity of "1". Please see the enclosed revised Schedule of Prices which shall replace pages 17-1 through 17-4 in the bid book.

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #2 and email a signed copy to Robinson Engineering, Ltd., at olga.henderson@reltd.com. The Contractor must include this entire signed Addendum #2 letter with the submitted bid package.

Very truly yours,

ADDENDUM #2 - Acknowledgement of Receipt

ROBINSON ENGINEERING, LTD.



Jacob C. Wellbank, PE
Project Engineer

Received by: Dominick Fiorino

Date: 3/26/21

Company: Benchmark Construction

Encl. Revised Schedule of Prices, pages 17-1 through 17-4

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

City of Wood Dale
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK
REL # 15-R0651D

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule of Prices

(For complete information covering these items, see plans and specifications)
 NOTE: BIDS shall include sales tax and all other applicable taxes and fees

Item No.	Items	Unit	Quantity	Unit Price	Total
1	PRECONSTRUCTION VIDEO TAPING	L SUM	1		
2	MOBILIZATION	L SUM	1		
3	TEMPORARY CONSTRUCTION FENCE	FOOT	600		
4	INLET FILTERS	EACH	25		
5	PERIMETER EROSION BARRIER	FOOT	950		
6	TEMPORARY DITCH CHECKS	FOOT	50		
7	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150		
8	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50		
9	TREE ROOT PRUNING	EACH	30		
10	TREE PROTECTION FENCING	FOOT	450		
11	PAVEMENT REMOVAL	SQ YD	3000		
12	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	5000		
13	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	100		
14	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	200		
15	SIDEWALK REMOVAL	SQ FT	6000		
16	CURB REMOVAL	FOOT	700		
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1500		
18	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	4		
19	REMOVAL OF POLE FOUNDATION	EACH	2		
20	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	1500		
21	AGGREGATE BASE COURSE, TYPE B 14"	SQ YD	1800		
22	CONCRETE CURB, TYPE B	FOOT	500		

Item No.	Items	Unit	Quantity	Unit Price	Total
23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2000		
24	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-3.12	FOOT	300		
25	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6500		
26	DETECTABLE WARNINGS	SQ FT	100		
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	200		
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	200		
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	750		
30	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	825		
31	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6200		
32	BITUMINOUS MATERIALS (TACK COAT)	POUND	2500		
33	CLASS D PATCHES, TYPE IV, 14 INCH	SQ YD	350		
34	ADJUSTING WATER MAIN 6"	FOOT	100		
35	6" CUT AND CAP	EACH	2		
36	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	140		
37	6" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
38	STORM SEWER, PVC SDR 26, 6"	FOOT	50		
39	STORM SEWER, PVC SDR 26, 8"	FOOT	200		
40	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	20		
41	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	20		
42	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	150		
43	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30		
44	STORM SEWERS JACKED IN PLACE, 24"	FOOT	150		
45	STORM SEWERS, CLASS A, TYPE 1 30"	FOOT	30		
46	PRECAST CONCRETE BOX CULVERTS 10' X 10'	FOOT	3050		
47	TRENCH BACKFILL	CU YD	580		
48	INLETS TO BE ADJUSTED	EACH	3		
49	CATCH BASINS TO BE ADJUSTED	EACH	3		
50	MANHOLES TO BE ADJUSTED	EACH	3		
51	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	3		
52	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	1		
53	INLETS, TYPE A, TYPE 8 GRATE	EACH	1		
54	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1		
55	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		

Item No.	Items	Unit	Quantity	Unit Price	Total
56	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1		
57	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
58	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1		
59	HYDRODYNAMIC SEPARATOR	L SUM	1		
60	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	28		
61	LIGHT POLE, ALUMINUM, 20 FT., SPECIAL	EACH	6		
62	LUMINAIRE, LED, TYPE 4, SPECIAL	EACH	9		
63	LUMINAIRE, LED, TYPE 5, SPECIAL	EACH	1		
64	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	200		
65	UNIT DUCT, 600V, 3-1/C NO.6, 1/C NO.8 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	450		
66	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4300		
67	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50		
68	EARTH EXCAVATION (SPECIAL)	CU YD	1275		
69	CHANNEL EXCAVATION (SPECIAL)	CU YD	237		
70	FENCE REMOVAL AND REINSTALLATION	FOOT	300		
71	CHAIN LINK FENCE, 4'	FOOT	100		
72	SIGN PANEL - TYPE 1	SQ FT	40		
73	METAL POST - TYPE B	FOOT	100		
74	STONE RIPRAP, CLASS A2	SQ YD	200		
75	STONE RIPRAP, CLASS A4 (SPECIAL)	SQ YD	250		
76	STONE RIPRAP, CLASS A5	SQ YD	150		
77	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	7800		
78	SEEDING, SPECIAL	SQ YD	7700		
79	SEEDING, CLASS 4B (MODIFIED)	SQ YD	350		
80	TEMPORARY EROSION CONTROL BLANKET	SQ YD	350		
81	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3		
82	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4		
83	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4		
84	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2		
85	SHRUB, SAMBUCUS CANADENSIS (AMERICAN ELDER), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4		
86	SHRUB, ARONIA MELANOCARPA (BLACK CHOKE BERRY), 2' HEIGHT, BALLED AND BURLAPPED	EACH	4		
87	DEWATERING OF EXCAVATION AND SYSTEMS	CAL DA	120		
88	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1500		

Item No.	Items	Unit	Quantity	Unit Price	Total
89	NON-SPECIAL WASTE DISPOSAL	CU YD	500		
90	NON-HAZARDOUS GROUNDWATER DISPOSAL	GALLON	5000		
91	GUARANTEE & MAINTENANCE BOND	L SUM	1		
Bidder's Proposal for making Entire Improvements:					

TOTAL OF BID.....

LUMP SUM PRICE (if applicable).....

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes No

Respectfully submitted:

 Signature

 Address

 Title

 Date

 Telephone #

 E-mail Address

 Attest

(SEAL - if BID is by a corporation)



Municipal Expertise. Community Commitment.

Jacob C. Wellbank, P.E.
Direct Line: (815) 412-2723
Email: jwellbank@reltd.com

April 1, 2021

Project #15-R0651D

CITY OF WOOD DALE
WARD 2 & 3 STORM SEWER AND UNDERGROUND DETENTION
CONTRACT D – WESTVIEW ELEMENTARY SCHOOL, LINCOLN COURT, AND SQUAW CREEK

ADDENDUM #3

The following items shall be added to and/or supersede relevant provisions in the original bidding documents:

- Incorporation of the enclosed Illinois Works Jobs Program Act, Apprenticeship Initiative, representing pages 67 through 70, and the Contractor Certification.
- Inclusion of the enclosed Project Plan Approval Letter from the IEPA, dated March 24, 2021, and accompanying US Army Corps of Engineers (USACE) Regional Permit #5 and Regional Permit Program #5 letters dated January 2, 2019, and December 14, 2018, respectively, containing general and special conditions which shall apply to the project.
- Revisions below in **bold** to the WORK PROGRESS & COMPLETION SCHEDULE Special Provision:

...

- ~~All construction activities within the Westview Elementary School property, including restoration of all parking lot pavement and lighting, sidewalks, curbs, curb and gutter, landscaping/seeding, and demobilization from the premises, shall be completed before August 24, 2021.~~
- The parking lot and adjacent parkway northwest of Westview Elementary School, including sidewalks, detectable warnings, wiring and foundations for site lighting, curbs, curb and gutter, and asphalt pavement to binder course, shall be completed **no later than August 18, 2021.**
- Work within the Westview Elementary School property occurring on or after **August 19, 2021,** shall be performed outside of school staff work hours and with written approval from the City/Engineer and Westview Elementary School.
- The surface course for the parking lot at Westview Elementary School and complete demobilization from the school property shall be completed **no later than August 23, 2021.**

- Installation of pavement striping, and signage within the Westview Elementary School property, including adjacent parkway, shall be completed no later than September 25, 2021.
- The proposed light poles and luminaires at Westview Elementary School shall be installed, tested, and fully operational no later than October 31, 2021.
- All landscaping and seeding shall be completed no later than October 31, 2021.
- All other paved surfaces outside of the Westview Elementary School property and adjacent parkway shall be restored no later than October 31, 2021.
- ~~All final surface/vegetative restoration (SEEDING, SPECIAL) outside of the Westview Elementary School property shall be restored no later than November 1, 2021.~~

...

- The City of Wood Dale intends to formally award this contract to the low responsive, responsible bidder (Contractor) during its May 6th City Council meeting but plans to provide a commitment letter by April 9, 2021, to allow the Contractor to move forward with the fabrication of the precast concrete box culverts in advance of the planned construction schedule. The Contractor shall direct his box culvert fabricator to begin the fabrication processes following the City's commitment.
- The pay item for REMOVAL OF UNSUITABLE MATERIAL shall include the cost of replacement bedding material, CA-6 or CA-7, as approved by the Engineer, compaction, and any required labor, equipment, or appurtenances to complete the work.

Each Contractor must sign the acknowledgement below as proof of receipt of this Addendum #3 and email a signed copy to Robinson Engineering, Ltd., at REAdministrative@reltd.com The Contractor must include this entire signed Addendum #3 letter with the submitted bid package.

Very truly yours,

ROBINSON ENGINEERING, LTD.



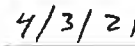
Jacob C. Wellbank, PE
Project Engineer

ADDENDUM #3 - Acknowledgement of Receipt

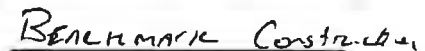
Received by:



Date:



Company:



Encl. Illinois Works Jobs Program Act, Apprenticeship Initiative
Project Plan Approval Letter from the IEPA and accompanying USACE letters



REQUEST FOR COUNCIL ACTION

Referred to Council: May 20, 2021
Subject: List of Bills
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: List of Bills – 05/20/2021

RECOMMENDATION:

The Finance Department recommends that the City Council approve bills for the 05/20/2021 City Council meeting in the amount of \$818,767.45.

BACKGROUND:

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 360,616.44
Road & Bridge Fund	\$ 336.94
Motor Fuel Tax Fund	\$ 3,025.76
Tourism Fund	\$ 20,850.00
Narcotics Fund	\$ 848.72
TIF District #1	\$ -
TIF District #2	\$ -
Capital Projects Fund	\$ 133,260.68
Land Acquisition Fund	\$ 126.92
Commuter Parking Lot Fund	\$ 3,916.31
Sanitation Fund	\$ 136.55
Water & Sewer Fund	\$ 285,999.92
CERF	\$ 9,174.21
Special Service Area Fund	\$ 475.00
Total of all Funds	\$ 818,767.45

Total Number of Checks: 106

Check number range 13046 - 13151

Purchases are made in accordance with the City's purchasing policies and procedures manual.

Items of interest:

Wood Dale Dollar payments – We are issuing these check every Friday, per Council direction. The checks cut on “off weeks” are being included in the LOB for formal approval. The last day for restaurants to accept the vouchers was March 31st, and they are due to Finance by April 30th. As such, this will be the last batch of checks for this program.

IPBC – You will notice 2 payments on this LOB. One is for last fiscal year, the other is for the current fiscal year. Also, you notice the for this fiscal is significantly longer than the before. This was mentioned during the budget process, and breaks out the health insurance costs by department/division versus simply by fund. You will likely notice that the Administration one is higher than it “should be”. This is due to the retirees running through this department, and the monthly invoices we send out are booked to this account offsetting the charges.

Vehicle Purchases:

There were no vehicle purchases on this list of bills.

DOCUMENTS ATTACHED

✓ List of Bills

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13046	Chirag Pacikh	WD Dollars Reimbursement	780.00	1	4/30/2021	10016000 49075 CS	WD Dollars
			<u>780.00</u>				
13047	IPBC - Intergovernmental Personnel	Monthly Insurance Premium- April 2021	141,818.10	Apr-21	3/31/2021	10011014 42061 HR	Health Insurance
		Monthly Insurance Premium- April 2021	12,396.00	Apr-21	3/31/2021	63005081 40111 Utilities	Health Care
		Monthly Insurance Premium- April 2021	20,799.73	Apr-21	3/31/2021	63005082 40111 Sewer	Health Care
			<u>175,013.83</u>				
13048	La Michoacana Supreme	WD Dollars Reimbursement	580.00	1	4/30/2021	10016000 49075 CS	WD Dollars
			<u>580.00</u>				
13049	MARIA OSTEN	Court Mileage Reimbursement	18.48	137apr21	4/22/2021	10024041 49001 PD	Court Mileage Reimbursement
			<u>18.48</u>				
13050	Marino Pizzeria & Italian Cafe	WD Dollars Reimbursement	20.00	5	4/30/2021	10016000 49075 CS	WD Dollars
			<u>20.00</u>				
13051	Nicor Gas	412 Park	144.22	55400900001may21	4/22/2021	63005081 44052 Utilities	Natural Gas Utilities
			<u>144.22</u>				
13052	The Pizza Kitchen	WD Dollars Reimbursement	1,460.00	1	4/30/2021	10016000 49075 CS	WD Dollars
			<u>1,460.00</u>				
13053	Woody's Sports Bar	WD Dollars Reimbursement	20.00	7	4/30/2021	10016000 49075 CS	WD Dollars
			<u>20.00</u>				
13054	Agency360	Annual Subscription- PD	1,197.00	INV-2686	1/25/2021	10024041 42019 PD	Maintenance Agreements
			<u>1,197.00</u>				
13055	Al Warren Oil Co Inc	898.7 Gals of Unleaded Gas	2,353.80	W1386753	4/29/2021	10 13001 GF	Gasoline Inventory
			<u>2,353.80</u>				
13056	Allscape Inc.	Contracted Landscape Maintenance	1,050.00	21-0216	4/25/2021	10035052 42106 Streets	Landscaping - City Property
			<u>1,050.00</u>				
13057	Anderson Pest Control	Termite Monitoring Baiting Service	400.00	7839330	4/26/2021	10012061 42011 CS	Maintenance - Building/Grounds
			<u>400.00</u>				

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13058	Aramark	City Mat Service	931.18	602000107176	4/28/2021	10012061 42011	CS Maintenance - Building/Grounds
		City Mat Service	931.18	602000095754	3/31/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>1,862.36</u>				
13059	Baxter and Woodman Inc	FY21/22 Road Project	13,910.00	0222506	4/22/2021	50030000 46031	CIP Street Improvement Program
					<u>13,910.00</u>		
13060	Blue Line	Police Officer Recruitment Listing	645.00	41515	4/30/2021	10024047 49044	PD Brd Testing Program
					<u>645.00</u>		
13061	Chiappetta	CDC 04/19/2021	82.50	2021-2	4/19/2021	10012021 42086	CD Publish Legal Notice
					<u>82.50</u>		
13062	Christopher Burke Engineering Ltd	Traffic Warrant Study- IL Route 83	331.50	165669	4/29/2021	10012021 42034	CD Professional Services
		On-Call Engineering Services	147.50	165646	4/29/2021	10012021 42034	CD Professional Services
		20170821, 170 W Irving Park Rd	345.31	165649	4/29/2021	10 22001	GF Escrow Account
		20190555, 392 Preserve Lane	797.25	165650	4/29/2021	10 22001	GF Escrow Account
		20200249, 140 Florina Ct	381.50	165652	4/29/2021	10 22001	GF Escrow Account
		20210065, 850-950 Edgewood	638.75	165662	4/29/2021	10 22001	GF Escrow Account
		20210194, 711 Edgewood	520.75	165661	4/29/2021	10 22001	GF Escrow Account
		20210123, 414-412 E IP Rd	95.50	165659	4/29/2021	10 22001	GF Escrow Account
		20200736, 436 Arbor Lane	676.22	165657	4/29/2021	10 22001	GF Escrow Account
		20200752, 158 N Edgewood Ave	95.50	165656	4/29/2021	10 22001	GF Escrow Account
		20200753, 154 N Edgewood Ave	143.25	165655	4/29/2021	10 22001	GF Escrow Account
		20200474, 1051 N Prospect Ave	327.00	165653	4/29/2021	10 22001	GF Escrow Account
		20210027, 548 Clayton	995.89	165658	4/29/2021	10 22001	GF Escrow Account
		AT&T- 765 Dillon	241.50	165665	4/29/2021	10012021 42034	CD Professional Services
		ComEd- Salt Creek	281.75	165668	4/29/2021	10012021 42034	CD Professional Services
		20200691, 213 Harvey Ave	1,090.50	165660	4/29/2021	10 22001	GF Escrow Account
		ComEd-Ref 6937	201.25	165667	4/29/2021	10015051 42050	PW Admin Engineering Services
Vinakom- Mittel Blvd	885.50	165666	4/29/2021	10012021 42034	CD Professional Services		
			<u>8,196.42</u>				
13063	Cirincione	Plumbing Plan Reviews/Inspections- April 2021	2,905.00	April2021	4/30/2021	10012021 42034	CD Professional Services
					<u>2,905.00</u>		
13064	ClientFirst Consulting Group, LLC	ERP Implementation	7,250.00	12487	3/31/2021	50010000 46056	CIP Strategic Plan
		ERP Implementation	9,481.25	12480	2/28/2021	50010000 46056	CIP Strategic Plan
			<u>16,731.25</u>				

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13065	Commonwealth Edison	372 Wood Dale	791.43	6102069032may21	4/27/2021	21035059	44051 MFT Electric Utilities
		Sign Devon Ave	26.61	3683007037may21	4/27/2021	21035059	44051 MFT Electric Utilities
		SS Irving	270.39	5850739020may21	4/27/2021	60	44051 Metra Electric Utilities
		144 Commercial	106.30	6018658025may21	4/27/2021	63005081	44051 Utilities Electric Utilities
		152 Janis	49.69	1977013032may21	4/28/2021	63005081	44051 Utilities Electric Utilities
		387 Preserve	68.38	1935098099may21	4/28/2021	63005082	44051 Sewer Electric Utilities
		WD & Irv Lights	42.31	1615028013may21	4/30/2021	21035059	44051 MFT Electric Utilities
		269 Irving	10.70	3531026055may21	4/23/2021	21035059	44051 MFT Electric Utilities
		411 Irving	36.51	4578064010may21	4/26/2021	21035059	44051 MFT Electric Utilities
		948 Edgewood	13.18	1091045118may21	4/27/2021	21035059	44051 MFT Electric Utilities
		121 E Irving Lights	1,072.23	2720145042may21	4/27/2021	21035059	44051 MFT Electric Utilities
		970 Lively	5.43	1891117124may21	4/27/2021	21035059	44051 MFT Electric Utilities
		Street Lights	230.37	2003164030may21	4/28/2021	21035059	44051 MFT Electric Utilities
		L/S Street Lights	203.55	2811168048may21	4/30/2021	21035059	44051 MFT Electric Utilities
		475 Arbor	61.91	931132071may21	4/30/2021	63005081	44051 Utilities Electric Utilities
				<u>2,988.99</u>			
13066	Constellation New Energy	401 Crestwood Rd	219.94	20047767701	4/30/2021	21035059	44051 MFT Electric Utilities
		Street Lights	373.50	20012901201	4/26/2021	21035059	44051 MFT Electric Utilities
		<u>593.44</u>					
13067	Dahm Enterprises, Inc	980 Cubic Yards of Sludge Removed	18,816.00	1085	4/20/2021	63005082	42054 Sewer Dump Fees
		<u>18,816.00</u>					
13068	Daily Herald	Public Hearing and Notices	21.00	174376	3/28/2021	10024047	42095 PD Brd Employee Recruitment
		<u>21.00</u>					
13069	WEX Health, Inc	FSA/COBRA Monthly- April 2021	137.33	0001332772-IN	4/30/2021	10016000	42034 CS Professional Services
		<u>137.33</u>					
13070	DuPage Animal Hospital	Stray Charges- March 2021	40.00	418207	4/23/2021	10024041	42048 PD Animal Control
		<u>40.00</u>					
13071	DuPage Water Commission	City Water Purchase- April 2021	154,079.94	01-2300-00apr21	4/30/2021	63005081	44053 Utilities DPWC Water Purchase
		<u>154,079.94</u>					
13072	Dynergy Energy Services	Wastewater/Water Dept Electric Services- Apr 2021	3,013.62	274486821041	4/29/2021	63005081	44051 Utilities Electric Utilities
		Wastewater/Water Dept Electric Services- Apr 2021	13,635.04	274486821041	4/29/2021	63005082	44051 Sewer Electric Utilities
		<u>16,648.66</u>					

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13073	EBM, Inc	Monthly Window Cleaning- Metra, April 2021	140.00	106829	4/30/2021	60 42034	Metra Professional Services
			<u>140.00</u>				
13074	Fisher Commercial Construction, Inc.	PD Covered Parking Project	57,839.81	1103643	4/30/2021	50010000 46037	CIP City Hall Improvements
			<u>57,839.81</u>				
13075	Flood Brothers	15.23 Tons of 10YD Rolloff	1,497.65	5467763	4/20/2021	10035052 42054	Streets Dump Fees
			<u>1,497.65</u>				
13076	Forest Awards & Engraving	2 New Alderman Nameplates	42.90	11269	4/26/2021	10011011 49099	Admin Miscellaneous
		2 Alderman Perpetual Plaques	67.00	11270	4/26/2021	10011011 49099	Admin Miscellaneous
		2 New Alderman Name Badges	22.50	11248	4/20/2021	10011011 49099	Admin Miscellaneous
			<u>132.40</u>				
13077	Galls	Uniform Allowance	629.47	OR18156959	4/30/2021	10024041 44021	PD Uniforms
		Uniform Allowance	1,421.92	OR18132189	4/27/2021	10024041 44021	PD Uniforms
			<u>2,051.39</u>				
13078	Gerard Printing Company	1000 Business Cards for 2 New Alderman	177.60	116685	4/22/2021	10011011 49099	Admin Miscellaneous
			<u>177.60</u>				
13079	Heartland Business Systems, LLC	CSP Direct Monthly	3,637.40	435837-H	4/12/2021	10011015 42105	IT IT - Software Licenses & M/As
			<u>3,637.40</u>				
13080	HR Green	Design for Veterans Park Landscaping	30,000.00	143103	4/28/2021	50010000 46056	CIP Strategic Plan
			<u>30,000.00</u>				
13081	Huff & Huff, Inc	Squaw Creek MM&M	285.00	0813628	4/29/2021	50010000 46034	CIP Storm Sewer
			<u>285.00</u>				
13082	iTouch Biometrics, LLC	Warranty/Technical Software Support for Scanner- PD	1,980.00	4618	4/5/2021	10011015 42105	IT IT - Software Licenses & M/As
			<u>1,980.00</u>				
13083	Marquardt & Belmonte PC	City Prosecutions- April 2021	1,431.00	11340	4/30/2021	10011013 42064	Legal Legal - Prosecution
		Administrative Hearings- April 2021	270.00	11341	4/30/2021	10024041 42034	PD Professional Services
		DUI Prosecutions- April 2021	3,263.00	11343	4/30/2021	10011013 42064	Legal Legal - Prosecution
		Admin Building Hearings- April 2021	135.00	11342	4/30/2021	10012021 42034	CD Professional Services
			<u>5,099.00</u>				

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13084	Mid-States Organized Crime Info Center	Covert Video Surveillance Platform	4,500.00	282	4/28/2021	10024041 46466	PD Police Operating Equipment
			<u>4,500.00</u>				
13085	Nicor Gas	144 Commercial	175.30	6863454192may21	4/26/2021	63005081 44052	Utilities Natural Gas Utilities
		256 Mittel	45.35	69653763057may21	4/26/2021	63005082 44052	Sewer Natural Gas Utilities
		180 Brookhurst	146.19	59430900007may21	4/26/2021	63005082 44052	Sewer Natural Gas Utilities
		890 Lively	39.96	61032393516may21	4/23/2021	63005081 44052	Utilities Natural Gas Utilities
		429 Knollwood	39.96	99560406466may21	4/23/2021	63005081 44052	Utilities Natural Gas Utilities
		331 Edgewood	47.62	77616386478may21	4/26/2021	63005081 44052	Utilities Natural Gas Utilities
		277 Edgebrook	39.20	63335878946may21	4/23/2021	63005081 44052	Utilities Natural Gas Utilities
		475 Arbor	46.83	3000235840may21	4/26/2021	63005081 44052	Utilities Natural Gas Utilities
		387 Preserve	47.55	5465097177may21	4/26/2021	63005081 44052	Utilities Natural Gas Utilities
		Royal Oaks	336.94	2888290005apr21	4/30/2021	20035058 44052	RB Natural Gas Utilities
		150 Janis	39.88	38546902156may21	4/23/2021	63005081 44052	Utilities Natural Gas Utilities
		388 Irving	39.88	46617400000may21	4/23/2021	63005081 44052	Utilities Natural Gas Utilities
		269 Irving-A	1,884.84	21347800001may21	4/23/2021	63005082 44052	Sewer Natural Gas Utilities
		269 Irving	112.65	44347800003may21	4/23/2021	63005082 44052	Sewer Natural Gas Utilities
			<u>3,042.15</u>				
13086	PACE SUBURBAN BUS	City Bus Services- March 2021	100.00	590164	4/26/2021	22010000 42038	Tourism Public Transportation
			<u>100.00</u>				
13087	Partners & Paws Veterinary Services	K9 Annual Exams	848.72	90267	4/30/2021	23024046 44049	Narcotics Canine Unit
			<u>848.72</u>				
13088	Public Safety Direct, Inc.	Installed New Printer, Dock Antenna, Body Cam	900.00	97803	4/29/2021	10 36090	GF DUI Tech Fund Fees
			<u>900.00</u>				
13089	R.C. Topsoil Inc	1 Load of Semi Pulverized Dirt	499.25	2100115	4/28/2021	63005081 44013	Utilities Maintenance - Water Mains
			<u>499.25</u>				
13090	Robbins Schwartz	2018 Wiegel Tool Works PTAB	4.80	885297	3/31/2021	10011013 42062	Legal Legal - General Fund
		2018 HJK Enterprises PTAB	4.80	885304	3/31/2021	10011013 42062	Legal Legal - General Fund
		2020 BOR	176.31	885317	3/31/2021	10011013 42062	Legal Legal - General Fund
		2019 Albertsons PTAB	16.50	885323	3/31/2021	10011013 42062	Legal Legal - General Fund
			<u>202.41</u>				

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13091	Robinson Engineering, Ltd	2021 CRS Recertification	1,943.50	21040313	4/28/2021	10015051	42050 PW Admin Engineering Services
		City Hall and PD Parking Lot Construction	1,988.75	21040314	4/28/2021	50010000	46037 CIP City Hall Improvements
		Risk and Resiliency Assessment	14,920.00	21040009	4/5/2021	63005081	42034 Utilities Professional Services
		Pretreatment Noncompliance	281.50	21040011	4/5/2021	63005085	46047 Water CIP Wastewater
		Pretreatment Survey Assistance	213.50	21040008	4/5/2021	63005085	46047 Water CIP Wastewater
		Pretreatment Program	7,652.50	21040010	4/5/2021	63005085	46047 Water CIP Wastewater
		<u>26,999.75</u>					
13092	SAFE built	Building Inspections- April 2021	4,407.93	0077653-IN	4/30/2021	10012021	42034 CD Professional Services
			<u>4,407.93</u>				
13093	Schumann Printers, I	Community Newsletter May/June 2021	4,442.93	136791	4/28/2021	10016000	42005 CS Printing
			<u>4,442.93</u>				
13094	Third Millennium Assoc Inc	Green Pay Server Fee- April 2021	799.80	26205	4/30/2021	63005081	42032 Utilities Data Processing Service
			<u>799.80</u>				
13095	Toscas Law Group	Building Code/Ordinance Violations- 04/27/21	500.00	0427213	4/28/2021	10012021	42034 CD Professional Services
		Traffic Control Railroad Violations- 04/30/21	175.00	043021	4/30/2021	10024041	42034 PD Professional Services
		Railroad Crossing Violations- 04/27/21	400.00	0427212	4/28/2021	10024041	42034 PD Professional Services
		Traffic Control Railroad Violations- 04/21/21	175.00	042121	4/26/2021	10024041	42034 PD Professional Services
		Tow/Seizure/Truancy Violations- 04/27/21	575.00	042721	4/28/2021	10024041	42034 PD Professional Services
			<u>1,825.00</u>				
13096	TransUnion Risk	Person Search- April 21	75.90	427957-202104-1	4/30/2021	10024041	44039 PD Detective's Expense
			<u>75.90</u>				
13097	V.I.P. Express Car Wash	31 #2 Super Washes- March 2021	201.50	150	4/20/2021	10024041	42017 PD Maintenance - Vehicles
			<u>201.50</u>				
13098	Vasquez	Uniform Allowance Reimbursement	200.32	5783	4/13/2021	10015051	44021 PW Admin Uniforms
			<u>200.32</u>				
13099	Verizon Wireless	Monthly M2M Charges- April 2021	422.75	9878309258	4/23/2021	63005082	42001 Sewer Telephone/Alarm Line
			<u>422.75</u>				
13100	Wood Dale Fire Protection Dist	Fire Alarm/Sprinkler Inspections- April 2021	1,200.00	April2021	4/30/2021	10	33002 GF Building Permits
		COC Inspections- April 2021	840.00	COI2021-04	4/30/2021	10	33015 GF Commercial Activity
			<u>2,040.00</u>				

List of Bills - May 20, 2021

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13101	Amalgamated Bank of Chicago	General Obligation Bonds FY22 Admin Fee	475.00	1857242000	5/1/2021	81 47001	SSA Escrow Agent Fees
			<u>475.00</u>				
13102	American English	June 18th Concert	4,000.00	1	5/3/2021	22040000 49036	Tourism Community Events
			<u>4,000.00</u>				
13103	BGV Motorsports	Cruise Night Payment- July 2021	750.00	1	5/3/2021	22040000 49036	Tourism Community Events
			<u>750.00</u>				
13104	Conway Data Inc	Full Page in Site Selection May 2021	4,500.00	01021774	5/1/2021	22050000 49055	Tourism Economic Development
			<u>4,500.00</u>				
13105	Diamond Graphics	200 Refuse Reminders	176.01	15301	5/3/2021	10016000 42034	CS Professional Services
			<u>176.01</u>				
13106	DuPage County Treasurer	Property Taxes- 800 N Edgewood	126.92	03-03-402-008	5/13/2021	51010000 42101	Land Acq Real Estate Taxes
			<u>126.92</u>				
13107	DuPage Optical	Medical/Retinal Exam- PD	254.00	60480	5/4/2021	10024047 49044	PD Brd Testing Program
			<u>254.00</u>				
13108	Forest Awards & Engraving	15 Magnet Lapel Pins	30.00	11303	5/4/2021	10011011 49099	Admin Miscellaneous
			<u>30.00</u>				
13109	GHC Mechanical, Inc.	Professional Maintenance	2,546.25	C006294	5/1/2021	10012061 42011	CS Maintenance - Building/Grounds
			<u>2,546.25</u>				
13110	Hahn and Associates Ltd	City Social Services Program- May 2021	1,185.00	may2021	5/1/2021	10024041 42037	PD Township Social Services
			<u>1,185.00</u>				
13111	IPBC - Intergovernmental Personnel	Monthly Insurance Premium- May 2021	32,084.60	May-21	4/30/2021	10011011 42061	Admin Health Insurance
		Monthly Insurance Premium- May 2021	2,657.39	May-21	4/30/2021	10012021 42061	CD Health Insurance
		Monthly Insurance Premium- May 2021	5,320.01	May-21	4/30/2021	10012022 42061	CD Health Insurance
		Monthly Insurance Premium- May 2021	11.87	May-21	4/30/2021	10012023 42061	CD Health Insurance
		Monthly Insurance Premium- May 2021	987.74	May-21	4/30/2021	10012024 42061	CD Health Insurance
		Monthly Insurance Premium- May 2021	7,857.13	May-21	4/30/2021	10013000 42061	Finance Health Insurance
		Monthly Insurance Premium- May 2021	12,156.64	May-21	4/30/2021	10024041 42061	PD Health Insurance
		Monthly Insurance Premium- May 2021	42,169.68	May-21	4/30/2021	10024042 42061	PD Health Insurance
		Monthly Insurance Premium- May 2021	6,481.63	May-21	4/30/2021	10024043 42061	PD Health Insurance

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
		Monthly Insurance Premium- May 2021	5,670.80	May-21	4/30/2021	10024044	42061 PD Health Insurance
		Monthly Insurance Premium- May 2021	4,472.87	May-21	4/30/2021	10024045	42061 PD Health Insurance
		Monthly Insurance Premium- May 2021	6,868.22	May-21	4/30/2021	10015051	42061 PW Admin Health Insurance
		Monthly Insurance Premium- May 2021	14,180.98	May-21	4/30/2021	10035052	42061 Streets Health Insurance
		Monthly Insurance Premium- May 2021	3,098.39	May-21	4/30/2021	10015053	42061 VGM Health Insurance
		Monthly Insurance Premium- May 2021	14,129.66	May-21	4/30/2021	63005081	42061 Utilities Health Insurance
		Monthly Insurance Premium- May 2021	18,938.74	May-21	4/30/2021	63005082	42061 Sewer Health Insurance
			<u>177,086.35</u>				
13112	Itasca Bank & Trust	04/19/21 LOC Interest Payment	12,505.87	106379150may21	5/13/2021	50010000	46056 CIP Strategic Plan
			<u>12,505.87</u>				
13113	Kathleen W Bono Csr Ltd	Fiscal Budget Public Hearing	298.00	8680	5/3/2021	10013000	42034 Finance Professional Services
			<u>298.00</u>				
13114	LeadsOnline LLC	PowerPlus Investigation System Service Package	2,578.00	317492	3/15/2021	10024041	42019 PD Maintenance Agreements
			<u>2,578.00</u>				
13115	MERIT	2021/2022 Dues	4,000.00	2021/22	5/3/2021	10024041	42089 PD Education And Training
			<u>4,000.00</u>				
13116	North East Multi Regional Trai	Annual Membership Fees	3,325.00	281761	3/22/2021	10024041	42089 PD Education And Training
			<u>3,325.00</u>				
13117	Northern Illinois Police Alarm	Membership Assessment FY22	400.00	13883	5/1/2021	10024041	42089 PD Education And Training
		Mobile Field Force Assessment FY22	1,005.00	13884	5/1/2021	10024041	42089 PD Education And Training
			<u>1,405.00</u>				
13118	Northwest Building Officials & Code Admin	2021 Annual Membership Renewal	50.00	4.30.21	5/1/2021	10012021	42090 CD Dues And Subscriptions
			<u>50.00</u>				
13119	Public Safety Direct, Inc.	Upfitting of Emergency Vehicle	9,174.21	97829	5/4/2021	70010000	46011 CERF Vehicles - Governmental
			<u>9,174.21</u>				
13120	SMG Security Holdings,LLC	Fire System-Metra, 05/01/21-07/31/21	85.92	101504	4/12/2021	60	42011 Metra Maintenance - Building/Grounds
			<u>85.92</u>				
13121	Spirit Art, LLC	Four C Notes Concert	4,500.00	1	5/3/2021	22040000	49036 Tourism Community Events
			<u>4,500.00</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13122	Suburban Building Officials Conf	2021 Annual Membership Renewal	75.00	4.30.21	5/1/2021	10012021 42090 CD	Dues And Subscriptions
			<u>75.00</u>				
13123	Superior Ground Service, Inc	Maintenance Package- May 2021	1,536.81	4091	5/3/2021	10035052 42106 Streets	Landscaping - City Property
			<u>1,536.81</u>				
13124	Total Parking Solutions, Inc.	Preventative Maintenance for 2 Parking Terminals	3,420.00	105217	2/24/2021	60 42011 Metra	Maintenance - Building/Grounds
			<u>3,420.00</u>				
13125	Vadeshwar, Inc.	CDC-2021-03 Application Refund	237.50	1	5/5/2021	10012021 42086 CD	Publish Legal Notice
			<u>237.50</u>				
13126	Wood Dale Historical Society	Annual Donation	7,000.00	3	5/1/2021	22010000 49032 Tourism	Wood Dale Historical Society
			<u>7,000.00</u>				
13127	Alston/MVP Plumbing Corp	UB 100282 800 Rt 83	900.62	8431	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>900.62</u>				
13128	Bokhari, Zafar	UB 104110 317 Central	92.50	8452	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>92.50</u>				
13129	Bomo Inc	UB 100832 228 Fishing	117.88	8442	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>117.88</u>				
13130	BTC III Wood Dale DC LLC	UB 100272 640 Central	95.72	8441	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>95.72</u>				
13131	Cangelosi, Matthew	UB 100890 230 Frederick	124.02	8443	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>124.02</u>				
13132	Detvo, Kathryn	UB 100044 107 Driscoll Unit 4	102.61	8439	5/4/2021	63 14063 Water	Water/Sewer Accts Receivable
			<u>102.61</u>				
13133	Galloway, Angela & Chris	UB 103033 357 Hiawatha	65.26	8433	5/4/2021	61 14061 Sanitation	Sanitation Accts Receivable
			<u>65.26</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13134	Gantaram, Raj	UB 100072 143 Bristol Unit 5	102.16	8440	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>102.16</u>				
13135	Hitt, Michael	UB 102275 159 Louise	35.07	8448	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>35.07</u>				
13136	Hyper Micro Systems	UB 105117 1501 Michael	29.88	8455	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>29.88</u>				
13137	Makhnovets, Igor	UB 101221 114 Jason	108.14	8446	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>108.14</u>				
13138	Moon, Hyunsoo	UB 100033 100 Driscoll Unit 1	52.57	8438	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>52.57</u>				
13139	Olson, Kim & Stephen	UB 102186 318 St Andrews	0.99	8432	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>0.99</u>				
13140	Olson, Kim & Stephen	UB 102186 318 St Andrews	9.76	8447	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>9.76</u>				
13141	Ova Properties LLC	UB 102533 128 Walnut	97.06	8449	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>97.06</u>				
13142	Patel, Dimple	UB 104587 464 Itasca	100.80	8453	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>100.80</u>				
13143	Perricone, Antoinette	UB 101068 260 Station	63.57	8445	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>63.57</u>				
13144	Roosevelt, Jody	UB 103961 291 Maple	65.19	8451	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>65.19</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
13145	Smith, Terry	UB 103297 138 Hiawatha	1.58	8434	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>1.58</u>	<u>1.58</u>			
13146	Smith, Terry	UB 103297 138 Hiawatha	21.31	8435	5/4/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>21.31</u>	<u>21.31</u>			
13147	Smith, Terry	UB 103297 138 Hiawatha	82.77	8450	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>82.77</u>	<u>82.77</u>			
13148	Udchik, David	UB 104590 483 Itasca	49.98	8436	5/4/2021	61 14061	Sanitation Sanitation Accts Receivable
			<u>49.98</u>	<u>49.98</u>			
13149	Villarreal, Kristian	UB 100924 218 Lafayette	42.93	8444	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>42.93</u>	<u>42.93</u>			
13150	WMI Chicago II LLC	UB 104950 856 Lively	37.11	8454	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>37.11</u>	<u>37.11</u>			
13151	Yoon, Hak	UB 100020 1453 Blackhawk Unit 1	3.25	8437	5/4/2021	63 14063	Water Water/Sewer Accts Receivable
			<u>3.25</u>	<u>3.25</u>			
Grand Total			<u><u>818,767.45</u></u>				
Total number of checks - 106							