

VILLAGE OF BARTLETT
BOARD AGENDA
SEPTEMBER 7, 2021
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- *6. **MINUTES:** Board Minutes – August 17, 2021
- *7. **BILL LIST:** September 7, 2021
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**

- A. Proclamation for Immanuel United Church of Christ 130th Anniversary
- B. Commission Reappointment (John Sias)
- C. Citizen/Community Award Presentation

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. Ordinance Granting a Special Use Permit for 1500 S. Route 59

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- *1. Bartlett High School Homecoming Fireworks Request
- *2. Bartlett High School Homecoming Parade Request

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Granting the U-46 August 16, 2021 Request for Release of School Donations and Authorizing the Release of \$294,561.59 to U-46 from the Developer Deposit Fund

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

- *1. Hanover Township Class D Liquor License Request

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. Resolution Rejecting Single Bid Received, Waiving Further Advertising for Bids, and Approving the Ruzicka Fence Replacement Project Agreement with Fence Connection, Inc.
- *2. Resolution Approving of the Village of Bartlett's 2021 Pavement Marking Project Agreement Between the Village of Bartlett and Precision Pavement Markings, Inc.
- *3. Resolution Approving of the Village of Bartlett's 2021 Crack Sealing and Sealcoating Project Agreement Between the Village of Bartlett and Denler Incorporated
- *4. Resolution Approving of the Village of Bartlett's 2021 Pavement Preservation Project Agreement Between the Village of Bartlett and Corrective Asphalt Materials, LLC

13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
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1. CALL TO ORDER

President Wallace called the regular meeting of August 17, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Cory Shumate, Christ Community Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Gandsey stated that she would like to add item B.1., 2021 Strategic Plan.

Trustee Gunsteen stated that he would like to add item D.1., Ordinance 2021-75, an Ordinance Amending Ordinance 2002-116 to modify the limitations regarding eligibility for Village of Bartlett Advisory Boards, Committees and Commissions.



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President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to Amend the Consent Agenda, and the items designated to be approved by consent therein.

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Deyne moved to Approve the Amended Consent Agenda and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the June 2021 Treasurer's Report. He stated that the Municipal Sales Tax Report through June 2021 totaled \$277,635 and that represents activity in March and was up \$93,837 from the prior year. He stated that it has to do with on-line sales tax being reported as regular sales tax. Motor Fuel Tax distribution through June 2021 totaled \$138,322 which was up \$38,760 from the prior year as it's evening out.

9. PRESIDENT'S REPORT - None



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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne congratulated Management Analyst Joey Dienberg for being a new dad. He also recognized birthdays and anniversaries of village staff and commissioners.

Trustee Gunsteen recognized the men and women of the Bartlett Fire and Police Departments for their contributions to the tragic events that happened in the last couple of weeks.

Trustee Suwanski thanked them as well and also for the wonderful National Night Out events.

11. TOWN HALL

Ovidio Fernandez-Cuervo, 641 Philip Drive

Mr. Fernandez/Cuervo stated that this was his fourth visit. He talked about the Grasslands subdivision as well as the Puckett Reserve subdivision apartments. His concern is the traffic on Naperville Road and the fact that it does not belong there. He spoke about the impact on traffic with 342 homes, along with the growth in the Brewster Creek Business Park. When he spoke at the Plan Commission meeting he felt that they totally ignored his comments as though Naperville Road did not exist. He also spoke to the Village Board about the Grasslands subdivision and nothing has happened. There have been seven times recently where he was not able to get out of his subdivision. He can't believe this is happening. He felt that the Route 59 and West Bartlett Road intersection improvements will not work. He stated that there are 214 homes between the Puckett Reserve and Lake Street. The Grasslands is proposing 111 townhomes and their only egress is Naperville Road. Puckett Reserve is proposing 146 apartments. It doubles the traffic and that is not even counting the rest of the Grasslands with 81 single family, 60 active adult and 90 duplexes that could have access to Naperville Road.

Planning and Development Director Roberta Grill stated that staff was informed on Friday that the project developer, Pulte, has dropped out. They believe that the property owner is going to move forward with the entitlement process (zoning and subdivision) but they are not sure where it will go from there.

President Wallace stated that he appreciated his concern and they have had multiple conversations with Cook County. He asked if he has attended the Cook County meetings and encouraged him to do so.

Mr. Fernandez-Cuervo stated that this goes beyond and to the leadership of the village.



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President Wallace stated that they can't do anything about Naperville Road since it is under the jurisdiction of Cook County. They will continue to have conversations with them to address this area. He told him that the property will eventually be developed.

Mr. Fernandez-Cuervo asked what they are going to do to provide egress and ingress from Naperville Road other than West Bartlett and Route 59. They should be working on a plan with the State and the County to have access to Route 59 directly and to Lake Street.

President Wallace stated that they are working on every option they possible can. He feels for his situation and understands. They have been in multiple meetings with Cook County and every possibility they can to remedy the situation.

Village Administrator Paula Schumacher stated that she spoke with Cook County on Friday afternoon about the status of the truck traffic and signage program the village submitted. Brian Roberts told her that they were very close to having something shortly.

Jay Langfelder, 415 S. Hickory Avenue

Mr. Langfelder stated that his comment is on the consistency of developers in the village. His concern is overnight parking on Berteau Road. The project on Railroad and Berteau has 121 parking spaces that are allotted for this apartment building. If you take 90 units X 2 cars, that is 180 cars and only 121 parking spaces. His concern is allowing this petitionary developer to have access to overnight parking on Berteau Road. If you allot it to one petitioner than you have to allot it to the whole community.

Terry Daniello, 271 E. Railroad Avenue

Ms. Daniello stated that Manny Rafidia wants to build a five-story apartment building in the downtown. They don't object to the apartment building but ask for it to be 4-stories so it is not taller than the adjacent buildings. Mr. Rafidia compares this building to other buildings like Clare Oaks and Victory Center. She feels that it is no comparison since they are senior living facilities and not in the downtown. She reminded the board that overnight street parking would be in violation of the village ordinance. The Examiner quoted a village board member as saying "people are afraid of change" and she thought it was an offensive comment and untrue. They are seeking what they feel would be a building in conformity with the area. A five-story building will stick out like a sore thumb. They continue to ask the board for a 4-story building. The petitioner would argue that this would not make economic sense. Is this an argument in the best interest of the village or the best interest of Mr. Rafidia. It seemed at the last meeting that several of the board members had already made up their mind. That is unfortunate and she is reluctant to say it but she hoped it was not a quid pro quo decision.



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President Wallace stated that her time was up.

Mary Mullozzi, 271 E. Railroad Avenue

Ms. Mullozzi referred to the comment in the Examiner that said that “people are afraid of change”. She found this insulting and dismissive with the people who do not agree with the direction the village is taking. They are not afraid of change and knew that a building would go on that lot. They feel betrayed by the size of the building and the fact that ordinances can easily come and go. They bought their condo after doing their due diligence and believed the controls that are in place as to the type of improvements that would go on that land, like building height and number of units was already determined. She felt that the village has the power to eliminate those ordinances if something lucrative comes along. She spoke about the TOD that states that the proposed building should be designed with such external appearance and design to be architecturally compatible with the appearance and design of the adjacent Town Center buildings or Asbury Place rowhouse buildings. She asked how a building that is six-stories and 90 units meet that criteria. Isn't that why there are ordinances for height and number of units. This is the last piece of empty land and it seems like everyone is counting on 90 new residents to be the towns redemption. She again suggested 4-stories and 2-bedroom units and then they won't be stuck with a monolith at Railroad and Berteau.

Kirsten Erickson, 2000 Woodhaven Drive

Ms. Erickson stated that she is a 23-year resident and moved here because it is a very nice village. The staff and police work very hard and everything in this village is harmonious. Adding additional apartments makes sense because it is just growth – that simple. To say that people are afraid of change is Psychology 101 – its human nature and everyone is afraid of change. If you are not afraid of change – you are not being honest with yourself. That is why we elect leaders and that is why we come to meetings and why we do our due diligence and move to where we want to move. She stated that she is fully in support of the apartments and thinks that it will fit in. Business brings business and attracts new people. She thought it is incredibly important to look forward and keep our sites moving in the right direction of shaping what we want. It is a beautiful proposal and it fits the village.

Michelle Sarwas, 1340 Deerfield Lane

Ms. Sarwas stated that she is a 26-year resident and a 14-year business owner. A business that many people did not want in this village. She has seen so much change in this village – all for the better. Growing pains – yes – but all for the better. She looked at some of the surrounding suburbs that have really booming, thriving downtowns...Wheaton, Glen Ellyn, Arlington Heights, and they all have the things that we have, like good restaurants, great bars, entertainment, shopping – but they have more of those things. They also have something we don't which is apartment buildings, luxury



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rentals (not subsidized rentals), that are close to the Metra station and in/out of the city which provides them walking traffic through the downtown which we don't have and need. This apartment building will attract the younger, professional commuters, single people or couples without children or baby boomers that don't want to own and just want to rent. They may be taking care of their parents who are in assisted living but don't want to go into the retirement years taking care of yards and shoveling snow. We have the opportunity to change the demographic of our village. If you go on any of the Facebook community pages, people complain that there is no Mariano's or Trader Joe's, etc. The unfortunate fact of the matter is that we don't meet the demographic. Companies spend billions of dollars on market research and that is why you never see a Trader Joe's fail. There is a reason for that – they know where they are going and that it will be successful. They know what they want and we are not it – yet. Bring some of these changes into this village and different demographics so we can start to change and attract some of those things.

Bruce Suffern, 316 Oakbrook Court

Mr. Suffern stated that they also own Banbury Fair in beautiful downtown Bartlett since 1983. He thanked the village and board for helping Banbury Fair over the years. His perspective was that there have been a lot of proposed changes since 1983 and he was against many of them - things like the train station or the Town Center. He was wrong and they worked out. There was compromise involved and downtown Bartlett changed. The Clare Oaks building can be seen from his subdivision in the winter. His mom stayed at Clare Oaks three different times and he is glad that they are there. He had to compromise and his business got customers from it. He was glad that someone was investing in the town because there are a lot of properties in downtown Bartlett that are for sale that nobody wants. That is the reality. The commuter parking lot is rarely filled and it seems like the whole downtown is nothing but parking. It seems like the issue of parking should be compromised and resolved to get an investment of this magnitude and the population into our downtown.

John Pikarski, 55 W. Monroe, Chicago, IL

Mr. Pikarski stated that he is an attorney and represents "The Residences at Bartlett Station" and his client is Manny Rafidia. He should be complimented for taking an old shopping center that was underutilized and made it into a vital entity. He was there to ask them to allow them to spend \$5 million dollars which will be added to the tax base with very little drain on public uses. Rental units rarely drain and have a positive effect on the community. He stated that their architect and planning consultant as well as Mr. Rafidia are there to answer any questions.



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Mike Werden 431 S. Main Street

Mr. Werden made a public apology to Jay Langfelder for publicly mentioning his name at the last meeting for a comment about the Zoning Board attempting to overturn the Zoning Ordinance. He could have done that without mentioning his name and he already talked to him and wanted to make it right, publicly. Manny's attorney mentioned that there were two senior members from the Zoning Board that were in favor. He and George Koziol are also private citizens who have donated a combined 60 years of service and they have always been very pro-business in downtown Bartlett. In the beginning, he did not see the benefit of the Overlay District and thanks to Bruce Suffern and Roberta Grill, he understands. This building would not be appropriate anywhere else in town. Because of the TOD, which is business friendly and allows for things that the rest of the zoning underlay would not allow for, it makes it possible to have this high-quality building. He has made many changes to accommodate the board. As Scott Skrycki pointed out – eighteen other petitioners could not make this work. How long is this prime real estate going to sit vacant? We need something like this to increase our awareness and the beauty downtown. Bruce Suffern has been the preeminent business person in the downtown and trying to bring respect and beauty to his lot. Things that will also benefit are restaurants such as JC's, TL's, 120 Live, and the new Banbury Fair wine bar. This would not be possible without the TOD. It keeps us going and promotes the business downtown and we need to see a downtown Bartlett that is not dyeing. Let's try and do something to bring people to the downtown.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2021-74, an Ordinance Approving the Second Amendment to Ordinance 2003-123 and the First Amendment to Ordinance 2005-124, Granting an Amendment to the Special Use Permit for a PUD, Approving the Amended Preliminary/Final PUD Plan, Approving Replacement Exhibits Attached to Ordinance 2003-123 and Ordinance 2005-124 for Certain Property, Approving the Plat of Consolidation and Granting the Major Design Exceptions for the Residences of Bartlett Station.

Trustee Hopkins moved to approve Ordinance 2021-74, an Ordinance Approving the Second Amendment to Ordinance 2003-123 and the First Amendment to Ordinance 2005-124, Granting an Amendment to the Special Use Permit for a PUD, Approving the Amended Preliminary/Final PUD Plan, Approving Replacement Exhibits Attached to Ordinance 2003-123 and Ordinance 2005-124 for Certain Property, Approving the Plat of Consolidation and Granting the Major Design Exceptions for the Residences of Bartlett Station and that motion was seconded by Trustee Deyne.



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Trustee Deyne stated that there were a lot of concerns regarding the parking and asked staff to address this concern.

Ms. Grill stated that the Overlay District requires 1.25 parking spaces per unit and this petition satisfies that requirement by offering 1.34 spaces. The petitioner has offered 21 additional spaces in the Streets of Bartlett. This would be recorded and a condition as part of the ordinance. If those are included, the ratio would raise to 1.57 parking spaces per unit. They satisfy the parking requirement. Parking on Berteau is not part of this petitioner's request. Staff brought the idea to the board as a result of concerns raised at the Committee of the Whole and Plan Commission meetings for a lack of parking by the residents in the condos.

She stated that the petitioner made six revisions to the plans – the parking, aluminum composite material below the windows has been replaced with limestone, the building was shifted two feet eight inches to the west; setback seven feet eight inches at the northeast corner and now satisfies the build to zone requirement and eliminates a major design exception, three bollards have been added to serve as a barrier to any motor vehicles that may jump the curb, each unit would be assigned a numbered parking space in the underground garage or the outside lot and the remaining spaces would be reserved for guests and tenants can request a second parking space if available and at the managements discretion, twenty-one auxiliary spaces located at the northeast corner in the Streets of Bartlett shopping center. They will be for the sole use of the residents and guests of the residents at Bartlett Station. They have also added a dog walk area that is 10 X 60 feet.

Trustee Suwanski stated that the TOD plan was funded with grant money in the sum of \$100,000.

ROLL CALL VOTE TO APPROVE ORDINANCE 2021-74, APPROVING SECOND AMENDMENT TO 2003-123, FIRST AMENDMENT TO 2005-124, AMMENDMENT TO SPECIAL USE, PRELIMINARY/FINAL PUD, REPLACEMENT EXHIBITS TO 2003-123 AND 2005-124 FOR PLAT CONSOLIDATION, MAJOR DESIGN EXCEPTIONS FOR RESIDENCES OF BARTLETT STATION

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Village of Bartlett's 2021 Strategic Plan was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2021-77-R, a Resolution Approving of Disbursement Request for Payout No. 26 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project; Resolution 2021-78-R, a Resolution Approving of Disbursement Request for Payout No. 27 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project; Civic Funding for Pet Adoption and Halloween Parade were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2021-75, Ordinance Amending Ordinance 2002-116 to Modify the Limitations Regarding Eligibility for Village of Bartlett Advisory Boards, Committees and Commissions; Ordinance 2021-79, an Ordinance Approving the Village of Bartlett Whistleblower Report Policy and Codifying it by Amending Title 1 of the Bartlett Municipal Code to Add New Chapter 19 Thereto Entitled "Appendices" and New Section "1-19-1: Appendix A: Whistleblower Report Policy" Thereto; Amendment to November 6, 2018 Board Minutes; Ordinance 2021-80 Ordinance Creating a Class C Extended Liquor License were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Resolution 2021-76-R, a Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for a Part Time Social Worker.

Trustee Suwanski moved to approve Resolution 2021-76-R, a Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for a Part Time Social Worker and that motion was seconded by Trustee Reinke.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2021-76-R, WAIVING BIDS AND APPROVING CONTRACT FOR A PART TIME SOCIAL WORKER

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2021-81, an Ordinance Accepting the Public Improvements for the Stearns & Munger Project at 1560 and 1590 W. Stearns Road was covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that he will issue the Class C Extended Liquor License to True North since there were no objections.

Trustee Reinke suggested that they take a look at the parking ratio for the downtown overlay district to make sure that it still makes sense.

Trustee Suwanski stated that there are three people on the board that were not here when this originally passed.

President Wallace stated that a lot of the recommendations were from people that run the transit-oriented stuff, so they are taking that data from people that live next to a train.

Trustee Gunsteen stated that he did ask staff to perhaps revisit the TOD Plan with the board on a yearly basis based on today's standards, post Covid, Metra commuters and things that have changed 5-10-15 years out.

Trustee Deyne stated that it was just completed one year ago.

President Wallace stated that the directive is to continually update our data on what the experts recommend for building along a train line. Maybe back it up with some actual facts, based on the stories of the building and how many cars to expect, along with the reasons why.

Trustee Reinke stated that this should keep coming up as the board changes.



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Ms. Schumacher stated that they may want to include Metra in that discussion as well. When they had the transportation roundtable at Hanover Park last month, she questioned why they have all this surface parking. Ridership is changing and the face of commuting is different. Metra contended that they need more parking and that commuter riders will go up. It will be interesting to get their perspective.

Trustee Suwanski stated that regarding Naperville Road, it is better to be proactive, instead of reactive with developments.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Gandsey thanked everyone who e-mails ideas because hearing the different ideas has helped her ask the right questions. She believes that it helps create the best scenario for every Bartlett resident. She encouraged people to reach out to the board.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will not be a Committee of the Whole meeting per lack of agenda items.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:52 p.m.

Lorna Gilles
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/7/2021

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAMANTHA BATTAGLIA	TRANSFER TAX REFUND	1,035.00
INVOICES TOTAL:		1,035.00

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE GROUP INC	PLAN REVIEW FEE REFUND/1774 EASTFIELD	415.95
1 PULTE GROUP INC	PLAN REVIEW FEE REFUND/1768 EASTFIELD	174.77
INVOICES TOTAL:		590.72

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YASMINDA FISHER	ADMINISTRATIVE TOW FEE REFUND	500.00
INVOICES TOTAL:		500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - SEPT 2021	290,689.79
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/SEP 2021	904.70
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - SEPT 2021	15,334.34
INVOICES TOTAL:		306,928.83

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	107.88
INVOICES TOTAL:		107.88

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FILE CABINET REPLACEMENT KEYS	13.00
INVOICES TOTAL:		13.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TAX INCREMENT ASSOC	ANNUAL DUES	850.00
INVOICES TOTAL:		850.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 9/7/2021

**	1 BARTLETT LIONS CLUB	LIONS DAY DASH FUNDING	500.00
			INVOICES TOTAL: 500.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 BARTLETT SPORTS	VILLAGE POLO SHIRTS		75.00
1 BARTLETT SPORTS	VILLAGE APPAREL		30.00
1 COMCAST	CABLE SERVICE		31.55
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS		142.78
			INVOICES TOTAL: 279.33

1200-PROFESSIONAL SERVICES

521000-FINANCIAL CONSULTANT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL REPORT		3,536.00
			INVOICES TOTAL: 3,536.00

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ANCEL GLINK P.C.	LEGAL SERVICES		1,828.00
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES		12,384.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES		3,381.25
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES		340.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES		925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES		495.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES		150.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES		675.00
			INVOICES TOTAL: 20,178.25

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE		1,302.00
			INVOICES TOTAL: 1,302.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS JULY		609.74
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS JULY		1,267.43
			INVOICES TOTAL: 1,877.17

1400-FINANCE

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 9/7/2021**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	88.88
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	76.29
	INVOICES TOTAL:	165.17

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/CHAIRMAT	116.37
	INVOICES TOTAL:	116.37

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	592.90
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	46.44
	INVOICES TOTAL:	639.34

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JULY 2021	537.55
	INVOICES TOTAL:	537.55

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN SALE	REMEDIATION SOLUTION	872.75
** 1 LINDA BALFE	REMEDIATION SOLUTION	5,500.00
** 1 JW INSTALLATIONS INC	REMEDIATION SOLUTION	1,100.00
	INVOICES TOTAL:	7,472.75

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	TELSTRAT MAINTENANCE AGREEMENT	1,200.00
1 COMCAST	CABLE SERVICE	144.77
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	115.78
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	75.55
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	292.66
** 1 VERIZON WIRELESS	WIRELESS SERVICES	686.38
1 VERIZON WIRELESS	WIRELESS SERVICES	456.18
	INVOICES TOTAL:	2,971.32

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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**	1 VERIZON WIRELESS	WIRELESS SERVICES	1,221.68
		<u>INVOICES TOTAL:</u>	<u>1,221.68</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDI USA INC	SOFTWARE MAINTENANCE AGREEMENT	354.00
	<u>INVOICES TOTAL:</u>	<u>354.00</u>

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - JUNE 2021	210.00
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - JULY 2021	300.00
	<u>INVOICES TOTAL:</u>	<u>510.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	VEHICLE MAINTENANCE	1,993.43
1 EBY GRAPHICS INC	VEHICLE GRAPHICS MAINTENANCE	275.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	2,345.08
1 SQUEAKY G'S CAR WASH INC	CAR WASHES	78.00
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING FEE/EQUIPMENT REPAIRS	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	704.30
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	170.29
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	197.50
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	277.69
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	22.61
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	36.84
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	652.40
	<u>INVOICES TOTAL:</u>	<u>6,832.94</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	32.96
1 AMAZON CAPITAL SERVICES INC	PRINTING SUPPLIES	341.46
1 CROWN TROPHY	CUSTOM PLAQUES	823.00
1 MICHAEL KMIECIK	LUTHER MEDICINE/BOARDING FEES	642.04
1 ULINE	EVIDENCE SUPPLIES	564.99
1 WAREHOUSE DIRECT	INK CARTRIDGES	156.33
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
	<u>INVOICES TOTAL:</u>	<u>2,823.30</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 CALEA	NAMEPLATE/SERVING SINCE BARS	984.50
1 THE EAGLE UNIFORM CO	VELCRO BACK PATCH	13.00
1 P.F. PETTIBONE & CO	CHEVRONS	41.50
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	245.67
1 RAY O'HERRON CO INC	UNIFORM APPAREL	134.07
1 RAY O'HERRON CO INC	UNIFORM APPAREL	381.66
1 RAY O'HERRON CO INC	UNIFORM APPAREL	141.26
1 RAY O'HERRON CO INC	UNIFORM APPAREL	170.85
1 STREICHER'S INC	CANINE BADGE	98.25
1 STREICHER'S INC	BADGE HOLDER	42.00
	INVOICES TOTAL:	<u>2,252.76</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	LAW BULLETIN SUBSCRIPTION	576.00
	INVOICES TOTAL:	<u>576.00</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION	6,272.00
1 STREICHER'S INC	BALANCE DUE/PISTOL VAULTS	100.00
	INVOICES TOTAL:	<u>6,372.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JULY 2021	9,932.92
	INVOICES TOTAL:	<u>9,932.92</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	214.64
1 WAREHOUSE DIRECT	PLASTIC BINS	26.78
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	361.67
1 WAREHOUSE DIRECT	CALENDARS/OFFICE SUPPLIES	293.76
1 WAREHOUSE DIRECT	INK CARTRIDGE/SCISSORS	84.23
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	277.45
	INVOICES TOTAL:	<u>1,258.53</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	EQUIPMENT REPAIRS	181.88
1 RECON POWER BIKES	POWER BIKE REPAIRS	455.75
	INVOICES TOTAL:	<u>637.63</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JIM DURBIN	PERF SMIP TRAINING EXPENSES	494.14

** Indicates pre-issue check.

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1 ILLINOIS LAW ENFORCEMENT	CONFERENCE REGISTRATION FEES	259.00
1 JESSICA IZAGUIRRE	TRAINING EXPENSES	92.40
1 JESSICA IZAGUIRRE	TRAINING EXPENSES	92.40
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,583.33
1 JOUWON TATE	TRAINING EXPENSES	513.14
1 TREVOR WITTENBRINK	TRAINING EXPENSES	92.40
1 TREVOR WITTENBRINK	TRAINING EXPENSES	92.40
INVOICES TOTAL:		3,219.21

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRITICAL REACH INC	ANNUAL APBNET SUPPORT FEE	650.00
1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP DUES-CAREY & GARCIA	80.00
1 SECRETARY OF STATE	NOTARY APPLICATION FEES	30.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/K THOMPSON	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/C JOHNS	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/V KAEHLER	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/B CAMARATA	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/G MILOS	50.00
INVOICES TOTAL:		1,010.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	37.37
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-77.60
1 CHARLES EQUIPMENT ENERGY SYSTEMS	NNO GENERATOR RENTAL	2,759.50
1 CHARLES EQUIPMENT ENERGY SYSTEMS	NNO GENERATOR RENTAL	904.50
1 GRECO AND SONS INC	FOOD PURCHASE/NNO	3,065.18
1 GRECO AND SONS INC	CREDIT - RETURN/REF INV #2935659	-383.50
1 ANTHONY S PASSARELLA	BALANCE DUE/NNO VIDEOGRAPHER	1,580.00
INVOICES TOTAL:		7,885.45

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	22.00
INVOICES TOTAL:		22.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.09
** 1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
INVOICES TOTAL:		38.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	125.64
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,517.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	530.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,396.52
1 NICOR GAS	GAS BILL	134.80
1 NICOR GAS	GAS BILL	51.54
1 NICOR GAS	GAS BILL	128.12
1 NICOR GAS	GAS BILL	128.12
	INVOICES TOTAL:	7,023.29

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	80.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	728.60
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	389.53
	INVOICES TOTAL:	1,198.13

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	654.00
	INVOICES TOTAL:	654.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,643.95
	INVOICES TOTAL:	4,644.95

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/AUG 2021	8,606.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	789.93
1 KINNEY HEATING & AIR	ROOFTOP UNIT REPAIRS	325.00
	INVOICES TOTAL:	9,720.93

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	638.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	870.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,392.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	270.88
1 ED MORGAN	PUBLIC SIDEWALK REPLACEMENT	290.00
1 RICK PANESI	PUBLIC SIDEWALK REPLACEMENT	759.20
1 KA TANG	PUBLIC SIDEWALK REPLACEMENT	758.80
1 WELCH BROS INC	WOODEN STAKES	144.00

** Indicates pre-issue check.

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INVOICES TOTAL: **5,122.88**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	198.94
1 AMAZON CAPITAL SERVICES INC	GRAFFITI REMOVER	77.98
1 CAROL STREAM LAWN & POWER	MATERIALS & SUPPLIES	9.38
1 FLAGS USA LLC	U.S. FLAG	100.00
1 GRAINGER	MARKING PAINT	130.32
1 GRAINGER	MARKING PAINT	108.60
1 GRAINGER	MARKING PAINT	10.86
1 GRAINGER	MATERIALS & SUPPLIES	301.46
1 GRAINGER	MATERIALS & SUPPLIES	98.18
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	566.70
1 KARA CO	MATERIALS & SUPPLIES	49.86
<u>INVOICES TOTAL:</u>		1,652.28

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	293.81
<u>INVOICES TOTAL:</u>		293.81

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JULY 2021	5,437.62
<u>INVOICES TOTAL:</u>		5,437.62

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	76.21
1 WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	49.20
1 WAREHOUSE DIRECT	COFFEE/CREAMER	32.03
<u>INVOICES TOTAL:</u>		157.44

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	18.19
<u>INVOICES TOTAL:</u>		18.19

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	MAINTENANCE SUPPLIES	165.00
1 AMAZON CAPITAL SERVICES INC	CHAINSAW IGNITION COIL	28.99
1 AUTOZONE INC	MAINTENANCE SUPPLIES	545.81
1 CAROL STREAM LAWN & POWER	AIR FILTERS	13.76
1 CAROL STREAM LAWN & POWER	TIRE REPAIRS	30.01
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	189.00

** Indicates pre-issue check.

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1 GRAINGER	SAW BLADES	203.92
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	137.95
1 INTERSTATE BILLING SERVICE INC	AIR FILTERS	16.42
1 INTERSTATE BILLING SERVICE INC	HYDRAULIC FILTER	27.71
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	17.47
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER REPAIRS	851.27
1 WEST SIDE TRACTOR SALES	FUEL PUMP/SUPPLIES	95.38
INVOICES TOTAL:		2,322.69

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MAKING MATERIALS	785.55
1 3M COMPANY	SIGN MAKING MATERIALS	1,249.42
1 3M COMPANY	SIGN MAKING MATERIALS	2,498.83
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	352.06
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	156.35
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	175.16
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	601.50
1 WELCH BROS INC	HAULED ASPHALT GRINDINGS	100.00
INVOICES TOTAL:		5,918.87

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	365.00
INVOICES TOTAL:		365.00

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	181.54
INVOICES TOTAL:		181.54

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL SERVICES	4,955.00
1 BAXTER & WOODMAN	STREAMBANK STABILIZATION	3,000.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	800.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	638.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	696.00
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	766.50
1 TRACY & ED CONSTRUCTION INC	BIKE PATH REPLACEMENT	107,452.74
1 WELCH BROS INC	GRAVEL PURCHASE	203.00
1 WELCH BROS INC	GRAVEL PURCHASE	609.00
1 WELCH BROS INC	PVC PIPING	997.92
1 WELCH BROS INC	CONCRETE BLOCKS	240.00
INVOICES TOTAL:		120,358.16

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OUTDOOR DUAL-BAND ACCESS POINT	197.00
	INVOICES TOTAL:	197.00

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2017	318.00
	INVOICES TOTAL:	318.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/AUG 2021	1,714.00
1 HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	600.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	150.00
	INVOICES TOTAL:	2,464.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	378.24
	INVOICES TOTAL:	378.24

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2021 BILLING	732.42
	INVOICES TOTAL:	732.42

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	AWIA EMERGENCY RESPONSE PLAN	2,100.00
1 CHRISTOPHER B BURKE ENG LTD	GROUND STORAGE/TANK STORAGE	7,072.00
1 CHRISTOPHER B BURKE ENG LTD	HIGH PRESSURE ZONE MODELING	1,020.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	789.93
	INVOICES TOTAL:	10,981.93

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	48.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	54.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	55.28
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	459.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	118.60

** Indicates pre-issue check.

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1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	392.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,191.19
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,459.74
1 NICOR GAS	GAS BILL	41.15
INVOICES TOTAL:		6,821.15

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	80.74
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	45.03
INVOICES TOTAL:		125.77

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	197.20
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	1,765.00
1 WELCH BROS INC	GRAVEL PURCHASE	765.00
INVOICES TOTAL:		2,727.20

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT DOOR HANGERS	187.50
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	389.92
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	3,141.70
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	789.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	239.45
1 KARA CO	MATERIALS & SUPPLIES	49.86
1 MCGARD	HYDRANT WRENCHES	291.64
1 USA BLUE BOOK	MATERIALS & SUPPLIES	61.33
1 USA BLUE BOOK	MATERIALS & SUPPLIES	254.08
INVOICES TOTAL:		5,404.68

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,091.76
1 HAWKINS INC	CHEMICAL SUPPLIES	723.14
INVOICES TOTAL:		3,814.90

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RALPH HELM INC	MAINTENANCE SUPPLIES	884.00
1 RALPH HELM INC	PORTABLE WATER TANK	98.95
INVOICES TOTAL:		982.95

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	RAIN SUIT/SAFETY GEAR	79.40

** Indicates pre-issue check.

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1 MOBILEAR INCORPORATED	SOUND LEVEL MONITORING	1,600.00
	INVOICES TOTAL:	1,679.40

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	469.71
** 1 WEX BANK	FUEL PURCHASES - JULY 2021	978.77
	INVOICES TOTAL:	1,448.48

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/OFFICE SUPPLIES	20.95
1 WAREHOUSE DIRECT	COFFEE/CREAMER	32.03
	INVOICES TOTAL:	52.98

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	17.47
	INVOICES TOTAL:	17.47

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	365.00
	INVOICES TOTAL:	365.00

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	JUNK METER CREDITS	-81.00
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	525.75
	INVOICES TOTAL:	444.75

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOM/DENEEN BUTLER	REFUND/WATER BILL OVERPAYMENT	63.40
	INVOICES TOTAL:	63.40

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIAN FRANK	SANITARY SEWER CLEAN-UP COSTS	1,950.00
1 GERARDI SEWER & WATER CO	WATER MAIN REPLACEMENT PROJECT	125,928.04
	INVOICES TOTAL:	127,878.04

** Indicates pre-issue check.

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581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	438.52
	INVOICES TOTAL:	438.52

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/AUG 2021	1,028.00
	INVOICES TOTAL:	1,028.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2021 BILLING	732.42
	INVOICES TOTAL:	732.42

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	250.00
	INVOICES TOTAL:	250.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	789.94
	INVOICES TOTAL:	789.94

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	47.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	57.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	45.04
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	81.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	74.55
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	49.32
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	109.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	102.18
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	223.92
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	157.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	362.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	279.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	205.69
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	28,848.28
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	74.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	71.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	212.49
1 NICOR GAS	GAS BILL	44.13

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1 NICOR GAS	GAS BILL	131.09
1 NICOR GAS	GAS BILL	41.30
1 NICOR GAS	GAS BILL	128.12
1 NICOR GAS	GAS BILL	46.16
1 NICOR GAS	GAS BILL	41.90
1 NICOR GAS	GAS BILL	43.81
INVOICES TOTAL:		<u>31,543.81</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	DEWATERING SERVICES	102,131.52
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,617.00
INVOICES TOTAL:		<u>108,748.52</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	175.16
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	185.02
INVOICES TOTAL:		<u>360.18</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	198.95
1 CALCO LTD	DEMINERALIZER	117.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	54.71
1 KARA CO	MATERIALS & SUPPLIES	49.86
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	122.28
1 THERMO FISHER SCIENTIFIC	MATERIALS & SUPPLIES	382.23
INVOICES TOTAL:		<u>925.03</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARUS LLC	CHEMICAL SUPPLIES	5,788.00
1 HAWKINS INC	CHEMICAL SUPPLIES	1,707.88
1 HAWKINS INC	CHEMICAL SUPPLIES	5,550.56
1 SOLENIS LLC	CHEMICAL SUPPLIES	14,014.80
INVOICES TOTAL:		<u>27,061.24</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	57.97
INVOICES TOTAL:		<u>57.97</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	GLOVES	95.40
1 FIVE STAR SAFETY EQUIPMENT INC	RAIN SUIT/BOOTS	76.95

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1 PRO CHEM INC	NITRILE GLOVES/SUPPLIES	594.00
	<u>INVOICES TOTAL:</u>	<u>766.35</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	1,025.26
1 NAPA AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	183.66
** 1 WEX BANK	FUEL PURCHASES - JULY 2021	2,243.17
	<u>INVOICES TOTAL:</u>	<u>3,452.09</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER	32.04
	<u>INVOICES TOTAL:</u>	<u>32.04</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	553.65
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	140.36
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	634.70
1 GRAINGER	VALVE REBUILD KIT	302.89
1 JOSEPH J HENDERSON & SON INC	EQUIPMENT REPAIRS	16,400.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	17.47
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	1,179.55
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
	<u>INVOICES TOTAL:</u>	<u>19,378.62</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/AUG 21	880.44
	<u>INVOICES TOTAL:</u>	<u>880.44</u>

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB/DESIGN	6,433.25
	<u>INVOICES TOTAL:</u>	<u>6,433.25</u>

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	FIELD EXPLORATION/REPORTS	1,750.00
1 DUPAGE COUNTY	STORMWATER CERTIFICATION FEE	960.00
1 STRAND ASSOCIATES INC	WRF/BIDDING-RELATED	28,060.00

** Indicates pre-issue check.

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INVOICES TOTAL: 30,770.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
<u>INVOICES TOTAL:</u>		<u>400.00</u>

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/MAY-JULY 2021	531.24
<u>INVOICES TOTAL:</u>		<u>531.24</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	128.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	121.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.25
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	603.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	50.20
** 1 VERIZON WIRELESS	WIRELESS SERVICES	42.25
<u>INVOICES TOTAL:</u>		<u>986.02</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION COIN BAG REPAIRS	420.00
<u>INVOICES TOTAL:</u>		<u>420.00</u>

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	27.38
<u>INVOICES TOTAL:</u>		<u>27.38</u>

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMBER KONIGSFELD	WEDDING DEPOSIT REFUND	500.00
<u>INVOICES TOTAL:</u>		<u>500.00</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50

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1 COLLEY ELEVATOR COMPANY	ELEVATOR INSPECTION	240.00
1 DIGITAL GOLF TECHNOLOGIES INC	DAILY PLAY FEES	925.00
1 DIGITAL GOLF TECHNOLOGIES INC	DAILY PLAY FEES	955.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	320.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	57.99
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	326.29
1 ROSCOE CO	MATS	244.36
INVOICES TOTAL:		3,186.14

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	REPLACED BROKEN DOOR CLOSER	243.00
1 JENSEN'S PLUMBING & HEATING INC	THERMOSTAT REPAIRS	315.00
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT REPAIRS	479.50
INVOICES TOTAL:		1,037.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	389.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,566.32
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	33.97
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	37.75
1 NICOR GAS	GAS BILL	410.13
INVOICES TOTAL:		3,437.83

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF PENCILS	662.38
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/SUPPLIES	77.78
1 EDWARD DON & COMPANY	HAND TOWELS/TRASH BAGS	259.34
1 P & W GOLF SUPPLY LLC	TOKENS	114.65
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	44.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	38.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	29.69
INVOICES TOTAL:		1,226.61

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF APPAREL	88.09
INVOICES TOTAL:		88.09

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,031.12
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,282.11
INVOICES TOTAL:		2,313.23

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534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	81.76
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	844.66
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	3,438.50
1 NADLER GOLF CAR SALES INC	CREDIT - RETURN	-3,375.00
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	900.00
	INVOICES TOTAL:	1,889.92

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF BAGS	883.50
	INVOICES TOTAL:	883.50

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF SHOES	1,409.55
1 ADIDAS AMERICA INC	GOLF SHOES	109.33
1 ADIDAS AMERICA INC	GOLF SHOES	578.11
1 ADIDAS AMERICA INC	CREDIT ON ACCT	-93.73
1 ADIDAS AMERICA INC	CREDIT - RETURN	-683.40
	INVOICES TOTAL:	1,319.86

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	918.22
	INVOICES TOTAL:	918.22

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF GLOVES	275.54
1 MIZUNO USA INC - NDC	GOLF GLOVES	408.33
1 MIZUNO USA INC - NDC	GOLF GLOVES	66.15
1 MIZUNO USA INC - NDC	GOLF GLOVES	38.04
	INVOICES TOTAL:	788.06

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	168.30
1 ADIDAS AMERICA INC	GOLF APPAREL	420.42
1 ADIDAS AMERICA INC	GOLF APPAREL	3,482.56
1 ADIDAS AMERICA INC	GOLF APPAREL	217.42
1 ADIDAS AMERICA INC	GOLF APPAREL	224.14
1 ADIDAS AMERICA INC	GOLF APPAREL	120.99
1 ADIDAS AMERICA INC	GOLF APPAREL	102.24
1 ADIDAS AMERICA INC	GOLF APPAREL	58.09
1 ADIDAS AMERICA INC	GOLF APPAREL	218.18
1 ADIDAS AMERICA INC	GOLF APPAREL	810.91

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1 ADIDAS AMERICA INC	GOLF APPAREL	39.59
1 ADIDAS AMERICA INC	GOLF APPAREL	963.18
1 ADIDAS AMERICA INC	GOLF APPAREL	258.94
1 ADIDAS AMERICA INC	GOLF APPAREL	45.63
1 ADIDAS AMERICA INC	GOLF APPAREL	333.18
1 ADIDAS AMERICA INC	CREDIT - RETURN	-2,477.36
1 ADIDAS AMERICA INC	GOLF APPAREL	693.00
1 ALL STAR PRO GOLF	GOLF TEES	218.68
INVOICES TOTAL:		5,898.09

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING MATERIALS	105.94
INVOICES TOTAL:		105.94

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	855.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	11.32
1 NICOR GAS	GAS BILL	52.28
1 NICOR GAS	GAS BILL	136.72
INVOICES TOTAL:		1,055.76

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	FAIRWAY/BENTGRASS BLEND	384.72
1 ADVANCED TURF SOLUTIONS	INSECTICIDE	1,900.00
1 BTSI	MAINTENANCE SUPPLIES	2,880.00
1 HARRELL'S LLC	MATERIALS & SUPPLIES	693.40
1 HARRELL'S LLC	MATERIALS & SUPPLIES	850.00
INVOICES TOTAL:		6,708.12

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,031.12
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,282.12
INVOICES TOTAL:		2,313.24

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	351.10
1 REINDERS INC	MAINTENANCE SUPPLIES	38.60
INVOICES TOTAL:		389.70

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534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	SOIL MOISTURE METER	1,299.79
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	79.60
1 ADVANCED TURF SOLUTIONS	FAIRWAY/BENTGRASS BLEND	487.00
1 BTSI	MAINTENANCE SUPPLIES	389.64
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	58.73
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	79.43
1 FAULKS BROS CONSTRUCTION INC	SAND PURCHASE	1,271.94
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	254.93
INVOICES TOTAL:		3,921.06

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	100.00
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	52.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	52.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	216.67
INVOICES TOTAL:		520.17

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	427.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.66
1 NICOR GAS	GAS BILL	68.36
INVOICES TOTAL:		501.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/SUPPLIES	43.59
1 EDWARD DON & COMPANY	HAND TOWELS/TRASH BAGS	40.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	152.07
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	64.19
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.93
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	46.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	37.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	21.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	18.23
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	9.86
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	11.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	77.09
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	126.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	61.97

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	114.68
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	22.59
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	363.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	400.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	138.00
INVOICES TOTAL:		1,843.29

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	390.08
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	973.22
1 ELGIN BEVERAGE CO	BEER PURCHASE	61.20
1 ELGIN BEVERAGE CO	BEER PURCHASE	294.26
1 ELGIN BEVERAGE CO	BEER PURCHASE	6.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	531.27
1 EUCLID BEVERAGE LLC	BEER PURCHASE	400.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	327.04
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	349.27
1 GRECO AND SONS INC	FOOD PURCHASE	117.00
1 GRECO AND SONS INC	FOOD PURCHASE	380.04
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.72
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	128.28
1 GRECO AND SONS INC	FOOD PURCHASE	389.46
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	44.94
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	123.12
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	115.39
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	79.98
1 LAKESHORE BEVERAGE	BEER PURCHASE	82.29
1 LAKESHORE BEVERAGE	BEER PURCHASE	73.67
1 LAKESHORE BEVERAGE	BEER PURCHASE	66.00
1 MIDWEST FOODS	FOOD PURCHASE	85.00
1 MIDWEST FOODS	FOOD PURCHASE	50.00
1 MIDWEST FOODS	FOOD PURCHASE	75.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	53.73
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	71.66
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	123.89
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	172.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	392.02
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	174.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	617.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	72.57
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	447.72
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	49.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	450.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	442.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	453.55
1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.36
INVOICES TOTAL:		8,920.09

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 INVOICES DUE ON/BEFORE 9/7/2021

5570-GOLF BANQUET EXPENSES

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SURESTAFF LLC	TEMPORARY STAFFING	210.00
1 SURESTAFF LLC	TEMPORARY STAFFING	314.00
INVOICES TOTAL:		524.00

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 ALSCO	LINEN SERVICES	264.10
1 ALSCO	LINEN SERVICES	117.86
1 ALSCO	LINEN SERVICES	301.31
1 ALSCO	LINEN SERVICES	335.81
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	270.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	225.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	270.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	292.50
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	247.50
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
INVOICES TOTAL:		2,442.58

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	427.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.66
1 NICOR GAS	GAS BILL	68.36
INVOICES TOTAL:		501.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/SUPPLIES	43.60
1 EDWARD DON & COMPANY	HAND TOWELS/TRASH BAGS	40.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	72.07
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	108.00
1 MLA WHOLESALE INC	FLOWERS	112.80
1 MLA WHOLESALE INC	FLOWERS	52.90
1 MLA WHOLESALE INC	FLOWERS	105.45
1 MLA WHOLESALE INC	FLOWERS	117.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	37.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	18.23
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	77.09
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	13.54
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/7/2021

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	114.68
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	22.59
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	363.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	279.14
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	138.00
<u>INVOICES TOTAL:</u>		<u>1,855.56</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	250.57
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	245.00
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	84.96
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	245.80
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	225.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	390.09
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,216.55
1 ELGIN BEVERAGE CO	BEER PURCHASE	251.75
1 EUCLID BEVERAGE LLC	BEER PURCHASE	270.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	273.35
1 EUCLID BEVERAGE LLC	BEER PURCHASE	242.20
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	296.06
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	275.07
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	206.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	337.94
1 GRECO AND SONS INC	FOOD PURCHASE	252.57
1 GRECO AND SONS INC	FOOD PURCHASE	224.54
1 GRECO AND SONS INC	FOOD PURCHASE	195.45
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	232.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	128.29
1 GRECO AND SONS INC	FOOD PURCHASE	184.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	123.48
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	197.04
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	50.00
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	97.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	82.29
1 LAKESHORE BEVERAGE	BEER PURCHASE	73.67
1 LAKESHORE BEVERAGE	BEER PURCHASE	19.90
1 MIDWEST FOODS	FOOD PURCHASE	276.86
1 MIDWEST FOODS	FOOD PURCHASE	328.17
1 MIDWEST FOODS	FOOD PURCHASE	333.03
1 MIDWEST FOODS	CREDIT - RETURN	-24.33
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	71.67
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	123.90
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	77.47
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	174.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	3,485.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,576.51
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,039.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	376.97

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	456.72
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,542.02
1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.37
INVOICES TOTAL:		17,564.88

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	70.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	114.68
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	60.00
INVOICES TOTAL:		284.67

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	441.02
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	547.54
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	618.00
1 CIGAR WERKS INC	CIGAR PURCHASE	238.30
1 ELGIN BEVERAGE CO	BEER PURCHASE	77.35
1 ELGIN BEVERAGE CO	BEER PURCHASE	198.40
1 ELGIN BEVERAGE CO	BEER PURCHASE	93.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	259.15
1 EUCLID BEVERAGE LLC	BEER PURCHASE	440.35
1 EUCLID BEVERAGE LLC	BEER PURCHASE	650.85
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	59.22
1 GRECO AND SONS INC	FOOD PURCHASE	366.40
1 GRECO AND SONS INC	FOOD PURCHASE	28.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	363.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	12.50
1 GRECO AND SONS INC	FOOD PURCHASE	40.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	20.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	40.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	114.60
1 LAKESHORE BEVERAGE	BEER PURCHASE	148.70
1 LAKESHORE BEVERAGE	BEER PURCHASE	117.67
1 LAKESHORE BEVERAGE	BEER PURCHASE	83.21
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	152.76
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	178.22
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	175.22
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	127.30
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	262.47
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	22.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	115.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	83.88
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	327.06

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/7/2021

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	128.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	152.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	330.82
1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.37
INVOICES TOTAL:		7,068.57

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,168.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	384.25
INVOICES TOTAL:		3,808.80

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	AUGUST/SEPTEMBER BARTLETTER	4,196.65
INVOICES TOTAL:		4,196.65

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	316.00
INVOICES TOTAL:		316.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 CORNERSTONE LAND & LAWN INC	WEED ABATEMENT	135.00
1 CORNERSTONE LAND & LAWN INC	WEED ABATEMENT	40.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	1,310.89
1 MIDWEST MECHANICAL	FAN POWER BOX MAINTENANCE	570.89
1 MIDWEST MECHANICAL	EXHAUST FAN REPAIRS	474.00
1 SECURITAS ELECTRONIC SECURITY INC	EQUIPMENT REPAIRS	175.00
INVOICES TOTAL:		2,945.38

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	324.42
1 COMCAST	TELEPHONE BILL	4,209.93
1 COMCAST	INTERNET SERVICE	188.40
INVOICES TOTAL:		4,722.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	111.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38.36

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/7/2021

1 NICOR GAS	GAS BILL	131.60
	<u>INVOICES TOTAL:</u>	<u>281.49</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT CAKE	79.47
1 AMAZON CAPITAL SERVICES INC	APC UPS BATTERY REPLACEMENT	35.16
1 CLIFFORD-WALD	PLOTTER PAPER	81.16
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	255.24
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	214.50
1 WAREHOUSE DIRECT	DISINFECTANT WIPES	31.99
1 WAREHOUSE DIRECT	PAPER	598.50
1 WAREHOUSE DIRECT	PAPER TOWELS	50.85
1 WAREHOUSE DIRECT	PAPER TOWELS/CHAIRMAT	352.93
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	95.49
	<u>INVOICES TOTAL:</u>	<u>1,795.29</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	WORKSHOP REGISTRATION FEES	590.00
	<u>INVOICES TOTAL:</u>	<u>590.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	REPLACEMENT COPIER FOR PDS	12,300.00
	<u>INVOICES TOTAL:</u>	<u>12,300.00</u>

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL REPORT	3,536.00
	<u>INVOICES TOTAL:</u>	<u>3,536.00</u>

GRAND TOTAL: 1,077,028.32

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 9/7/2021

GENERAL FUND	559,813.98
DEBT SERVICE FUND	318.00
WATER FUND	166,821.28
SEWER FUND	233,209.90
PARKING FUND	2,364.64
GOLF FUND	80,008.16
CENTRAL SERVICES FUND	30,956.36
POLICE PENSION FUND	3,536.00
GRAND TOTAL	1,077,028.32

** Indicates pre-issue check.

**A PROCLAMATION CELEBRATING THE 130th ANNIVERSARY OF
IMMANUEL UNITED CHURCH OF CHRIST**

WHEREAS, Immanuel United Church of Christ is Bartlett's oldest continuing congregation, celebrating its 130th anniversary this year; and

WHEREAS, in the late 1800s, no longer wanting to travel to Ontarioville or Hoosier Grove to worship, families in and around Bartlett met on August 15, 1891 and approved plans for their own church; and

WHEREAS, soon thereafter, two lots at the corner of North and Western Avenues were purchased for \$150 from August Schick; the church was incorporated on September 21; the cornerstone was laid on October 1; and the 32-foot by 50-foot clapboard structure was built for \$1,825 and dedicated, debt free, on March 13, 1892; and

WHEREAS, the church has always made the education of our children a priority, organizing a Sunday School and constructing a parochial school in 1892; confirming its first class of young people, including George Struckman's daughter Ida and future Bartlett police magistrate Henry Hoth, on June 5, 1892; and more recently, serving Bartlett's families with All God's Children Preschool from 1995 until 2016; and

WHEREAS, by 1916, records show that 91 marriages had taken place at Immanuel thus far, including the union of Bartlett families whose surnames, such Schick, Tatge, Krumpfuss, Humbracht and Harmening, show how closely this village church's history is intertwined with Bartlett's own; and

WHEREAS, as stated on its website, this congregation continues to be a "united and uniting church," sponsoring Boy Scout Troop 26, extending its facilities to other local groups, like AA and celebrating its anniversary five years ago with a special worship service and an outdoor, community welcoming "old fashioned picnic;"

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim a very, very happy milestone birthday to Immanuel United Church of Christ. May the church with the red door and its community of fellowship and faith forever be a part of our village.

Dated the 7th day of September, 2021.



Kevin Wallace, Village President

COMMISSION REAPPOINTMENT

SEPTEMBER 7, 2021

With the advice and consent of the Village Board, I reappoint the following individual to the term indicated beginning September 7, 2021 and expiring on September 7, 2023.

Police Pension Fund Trustee
2-Year Term

John Sias



Agenda Item Executive Summary

Item Name 7-Eleven (1500 S. Route 59) Special Use for Package Committee
Liquor Sales or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A
List what fund N/A

EXECUTIVE SUMMARY

The Petitioner is requesting a **Special Use Permit** to sell package liquor (beer, wine, and liquor) at the existing 7-Eleven gas station/convenience store.

The **Plan Commission** reviewed the petitioner's request and conducted the required public hearing at their meeting on August 12, 2021. The Plan Commission recommended **approval** of the request subject to the conditions and findings of fact outlined in the staff report.

As directed, this case is being forwarded to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance and exhibit, Plan Commission minutes, applicant cover letter, application, location map, and floor plan

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to Approve Ordinance #21-_____ An Ordinance Granting A Special Use Permit For 1500 S. Route 59
- Motion

Staff: Roberta Grill, Planning and Development Services
Director

Date: 8/19/2021

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

21-86

DATE: August 19, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director

RBG

RE: **(#21-7) 7-Eleven (1500 S. Route 59)**

PETITIONER

Manoj Solanki

SUBJECT SITE

7-Eleven, 1500 S. Route 59 (Southwest corner of Route 59 and Schick Rd.)

REQUEST

Special Use Permit to sell package liquor (beer, wine, and liquor)

As directed, this case is being forwarded to the Village Board for a final vote.

UPDATE

Before the **July 1, 2021** Special Meeting of the Plan Commission and public hearing, Staff was informed that the Petitioner had not mailed the required public hearing notice to the surrounding property owners. The Plan Commission opened and continued the public hearing to their August 12, 2021 meeting. On July 28, 2021, the public hearing notice was updated, signs were reposted on the property and the Petitioner completed the mailing as required.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Gas Station	Commercial	PD
North	Vacant	Commercial	B-3 PUD
South	Vacant	Commercial	PD
East	Single-Family	Estate Residential	ER-3 PUD
West	Office	Commercial	PD

ZONING HISTORY

This property was annexed into the village in 1988 as part of the Woodland Hills subdivision by Ordinance #1988-13 and subsequently zoned PD by Ordinance #1988-14. The property is lot 1 of the Illini Partners Subdivision established by Ordinance #1999-52. Ordinance #1999-52 also approved a Special Use for an Automobile Service Station for the 7-Eleven.

DISCUSSION

1. The Petitioner is requesting a **Special Use Permit** to sell package liquor (beer, wine, and liquor) at the existing 7-Eleven gas station/convenience store.
2. Beer will be kept in three (3) out of ten (10) coolers toward the rear of the store. Wine will be displayed on a 3-foot end cap with 5 shelves opposite the beer coolers. Liquor will be kept behind the counter near the cigarettes in a 3-foot endcap which will display 7 shelves of liquor.
3. The total customer area is approximately 1,860 sq. ft. The total area taken up by package liquor sales would be approximately 30 sq. ft., roughly 2% of the total customer floor area.

RECOMMENDATION

1. The Staff recommends **approval** of the Petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class C Extended liquor license;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 Midnight Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed special use is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Plan Commission reviewed the petitioner's request and conducted the requisite public hearing on August 12, 2021. **The Plan Commission**

recommended approval of the special use permit subject to the conditions and findings of fact recommended above by the staff.

3. The Ordinance approving the Special Use Permit request, the Plan Commission Minutes, application and other background information are attached for your review and consideration.

djk/attachments
x:\comdev\mem2021\074_7eleven_1500 route 59_pc2.docx

ORDINANCE 2021 - _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR 1500 S. ROUTE 59

WHEREAS, JRL Bartlett, LLC. is the owner of 1500 S. Route 59, Bartlett, Illinois, zoned PD (Planned Development District), located at the southwest corner of S. Route 59 and Schick Rd. in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

WHEREAS, Manoj Solanki (the “Petitioner”), has filed a petition (the “Petition”) for a special use permit to allow package liquor sales (the “Special Use Permit”), on the Subject Property; and

WHEREAS, the owner of the Subject Property, JRL Bartlett, LLC. has consented to the Petition of Manoj Solanki; and

WHEREAS, the Bartlett Plan Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on August 12, 2021 (Case #2021-07) and has recommended to the Corporate Authorities that the Special Use Permit to allow package liquor sales be granted, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One and Three of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Corporate Authorities”) as follows:

SECTION ONE: That based in part on the conditions set forth in Section Three of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit on the Subject Property:

- A. The proposed special use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or the community;
- B. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

SECTION TWO: That the Special Use Permit to allow package liquor sales is hereby granted, subject to the findings of fact and the conditions set forth in Sections One and Three of this Ordinance.

SECTION THREE: The Special Use Permit granted in Section Two of this Ordinance, is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. The creation of an additional Class C Extended liquor license by the Village of Bartlett corporate authorities, and the issuance of the newly created Class C Extended liquor license to the Petitioner or a newly created corporation, limited liability company or partnership that has entered a written lease with the Petitioner and in which tenant entity Manoj Solanki is a shareholder, director, officer, member, manager or partner, by the Bartlett Local Liquor Commissioner;
- B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 Midnight, Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the Class C Extended liquor license classification.

SECTION FOUR: The violation of any of the above conditions shall be cause for the revocation of the granting of the Special Use Permit approved by this Ordinance.

SECTION FIVE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION SIX: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 7th day of September, 2021

APPROVED this 7th day of September, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021- _____ enacted on September 7, 2021 and approved on September 7, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Legal Description of the Property

THAT PART OF LOT 6 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SCHICK ROAD AS DEDICATED PER DOCUMENT NO. R89-145749 (SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 59 AS ESTABLISHED JUNE 12, 1931 AS DOCUMENT NO. 313646); THENCE NORTH 35 DEGREES 49 MINUTES 27 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SCHICK ROAD, 38.57 FEET TO A POINT ON A NON-TANGENT CURVE (RECORD NORTH 35 DEGREES 47 MINUTES 35 SECONDS WEST, 38.53 FEET); THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SCHICK ROAD ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 570.87 FEET, A CHORD BEARING NORTH 82 DEGREES 06 MINUTES 55 SECONDS WEST, 194.42 FEET; THENCE SOUTH 20 DEGREES 21 MINUTES 14 SECONDS WEST, 208.18 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST, 214.00 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 AS MONUMENTED PER DOCUMENT R94-044792 RECORDED FEBRUARY 22, 1994; THE FOLLOWING TWO (2) CALLS BEING ON THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT R94-044792; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST, 7.92 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT NO. 313646 AND WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT NO. 313646 AND R94-044792; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, 212.67 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.



Village of Bartlett
Plan Commission Minutes
August 12, 2021

(#21-07) 7-Eleven (1500 S. Route 59)

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

PUBLIC HEARING (CONTINUED FROM JULY 1, 2021 MEETING)

D. Kamperschroer this property was annexed into the village in 1988 as part of the Woodland Hills subdivision by Ordinance #1988-13 and subsequently zoned PD by Ordinance #1988-14. The property is lot 1 of the Illini Partners Subdivision established by Ordinance #1999-52. Ordinance #1999-52 also approved a Special Use for an Automobile Service Station for the 7-Eleven. The Petitioner is requesting a Special Use Permit to sell package liquor (beer, wine, and liquor) at the existing 7-Eleven gas station/convenience store. Beer will be kept in 3 out of 10 coolers toward the rear of the store. Wine will be displayed on a 3-foot end cap with 5 shelves opposite the beer coolers, and liquor will be kept behind the counter near the cigarettes in a 3-foot endcap which will display 7 shelves of liquor. The total customer area is approximately 1,860 sq. ft. The total area taken up by package liquor sales would be approximately 30 sq. ft., roughly 2% of the total customer floor area. The staff recommends approval of the petitioner's request for a special use permit subject to the conditions and findings of fact outlined in the staff report.

The petitioner, **Manoj Solanki** and **Dan Kubo** representing corporate 7-Eleven came forward and were sworn in by **J. Lemberg**. **D. Kubo** stated that they have been getting special permission to get packaged liquor into a lot of their stores lately in a lot of cities and townships. Our hopes are that we will be able to do this here. It helps you as well as us. I would like to make sure that you are aware that we have programs in place for packaged liquor. The cooler doors do lock during non-selling hours so that nobody can purchase or try to get at the product. We also have a program where once a month, we audit for compliance and if they are not checking IDs there are consequences for the franchisees.

J. Lemberg opened the public hearing portion of the meeting. No one came forward.

J. Lemberg closed the public hearing portion of the meeting.

J. Lemberg are there questions or comments from the Plan Commission? **T. Ridenour** is that a corporate program checking for underaged sales? **D. Kubo** yes, it is a program through 7-Eleven. We do that in all of our stores for alcohol and tobacco. There are consequences for the franchisees. They could lose their license with 7-Eleven. **A. Hopkins** with this type of liquor license would they be eligible to have gaming devices? **K. Stone** no, it is not classified as a truck stop. We had a text amendment to allow truck stop establishments to have video gaming. This would not qualify as a truck stop under the current Village ordinance.



Village of Bartlett
Plan Commission Minutes
August 12, 2021

J. Miaso made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#21-07) 7-Eleven 1500 S. Route 59** for a special use permit to sell package liquor subject to the conditions and findings of fact outlined in the staff report.

Motioned by: J. Miaso
Seconded by: J. Kallas

Roll Call

Ayes: A. Hopkins, M. Hopkins, J. Miaso, J. Kallas, T. Ridenour, J. Lemberg
Nays: None

The motion carried.



7-Eleven, Inc.

March 25, 2021

President and Board of Trustees
Village of Bartlett
Bartlett, IL

RE: 7-Eleven Store No. 2708-32818C Special Use Permit

Dear President and Board of Trustees:

This letter is to notify you of my intent of requesting a Special Use Permit required to receive a packaged liquor license for the 7-Eleven location at 1500 South Route 59, Bartlett, Illinois 60103-1704.

This request is in response to many of my frequent customers asking for us to stock and sell alcoholic beverages in addition to our current product assortment of fresh foods, coffee and fountain drinks, snacks, bottles and canned drinks, lottery, tobacco products, and gasoline.

We would like to become a "one stop shop" for all of our customer's everyday needs and wants related to convenience store products.

Thank you for considering my application and I look forward to working with you to become a more relevant part of my community.

Sincerely,

A handwritten signature in black ink that reads "Manoj Solanki".

Manoj Solanki
Franchisee



VILLAGE OF BARTLETT SPECIAL USE PERMIT APPLICATION

For Office Use Only
 Case # 2021-07
 RECEIVED
 PLANNING & DEVELOPMENT
(Village Stamp)
 JAN 25 2021
 VILLAGE OF
 BARTLETT

PROJECT NAME 7-Eleven 32818 Liquor License

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Manoj Solanki

Street Address: 780 Randi Lane

City, State: Hoffman Estates, Illinois

Zip Code: 60169

Email Address: solanki711@yahoo.com

Phone Number: (847)809-8827

Preferred Method to be contacted Email

PROPERTY OWNER INFORMATION

Name: JRL Bartlett, LLC.

Street Address: 1500 S. Lakeside

City, State: Bannockburn, Illinois

Zip Code: 60015

Phone Number: (847)444-1085

OWNER'S SIGNATURE *James Jerome Harrison* **Date:** 01/22/2021

(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)

Liquor, wine, and beer license for packaged goods

PROPERTY INFORMATION

Common Address/General Location of Property: 1500 South Route 59

Property Index Number ("Tax PIN"/"Parcel ID"): 01-16-411-020

Acreage: 1.147

Zoning: Commercial
(Refer to Official Zoning Map)

Land Use: See Dropdown

Comprehensive Plan Designation for this Property: Commercial
(Refer to Future Land Use Map)

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney _____

Engineer _____

Other _____

FINDINGS OF FACT FOR SPECIAL USES

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

We would like to expand our product assortment offerings to include packaged liquor, wine and beer based upon requests from our customers. This would allow us to become more of a one stop shop for the needs and wants of our customers that are more time-starved than ever before.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

We would follow all Village, County, State, and Federal laws that pertain to the sales and display of the alcoholic products. We would train all of our staff in the proper sales of alcohol prior to selling alcoholic products and complete retraining every year after that.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

We would follow all Village, County, State, and Federal laws that pertain to the sales and display of the alcoholic products. We will only sell the approved package sizes allowed within the Village.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Manoj Solanki

PRINT NAME: Manoj Solanki

DATE: 03/25/2021

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Manoj Solanki

ADDRESS: 780 Randi Lane

Hoffman Estates, Illinois 60169

PHONE NUMBER: (847)809-8827

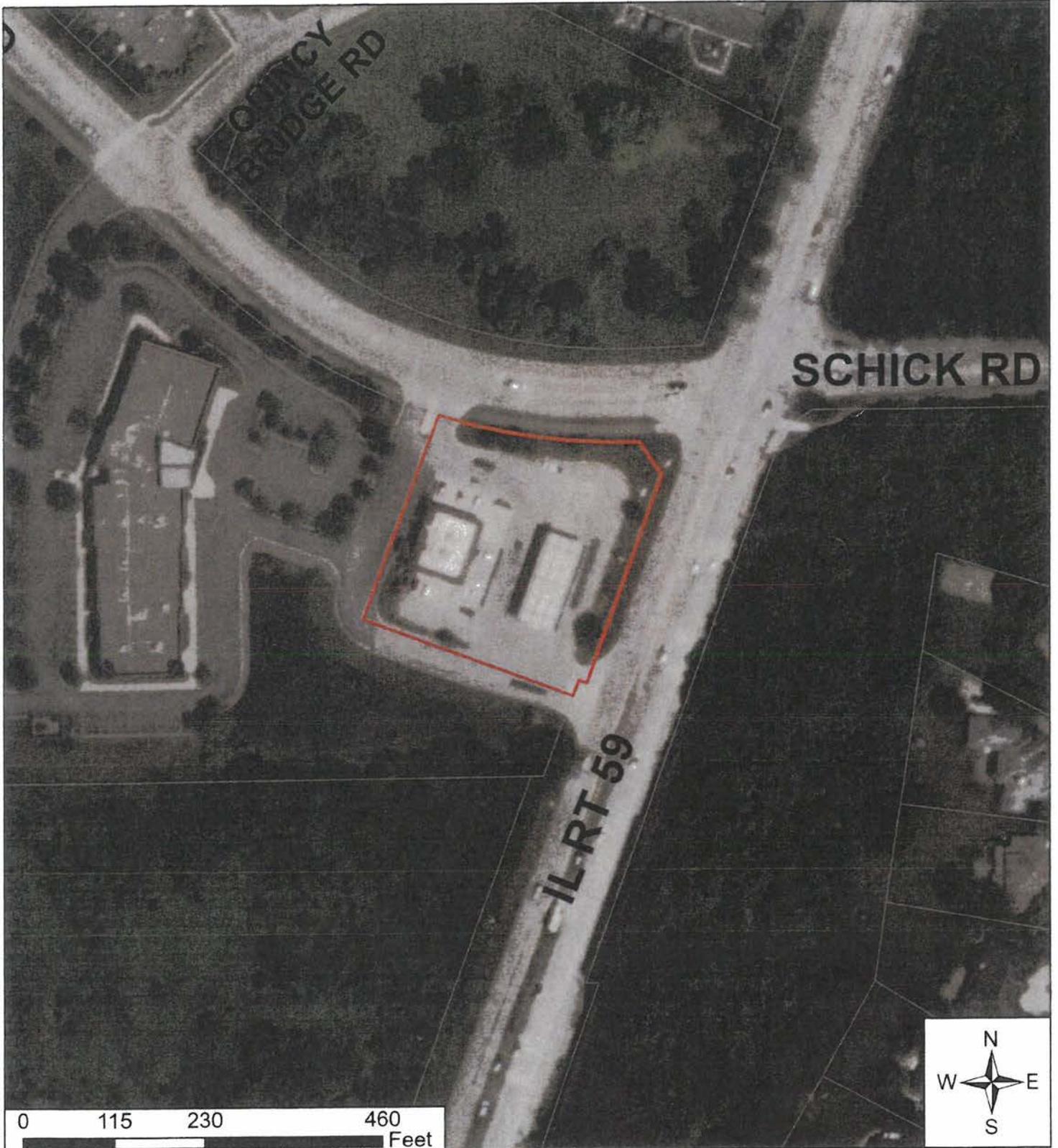
EMAIL: solanki711@yahoo.com

SIGNATURE: Manoj Solanki

DATE: 03/25/2021

LOCATION MAP

7-Eleven
1500 S. IL. Rt. 59
PIN: 01-16-411-020



Memorandum

To: Sam Hughes, Senior Management Analyst
From: Joey Dienberg, Management Analyst
Date: August 31, 2021
Re: Bartlett High School Fireworks Request

Bartlett High School is requesting to hold a fireworks display on Monday, September 20th at Bartlett High School, with racks set up away from the northeast corner of the football field.

The appropriate certificate of insurance has been submitted by School District U-46 and is pending approval by the village attorney. Also, a copy of the pyrotechnic operator's license, the Federal Explosives License/Permit, as well as a map outlining where the fireworks will be shot off have been submitted. BHS has also received permission from the Bartlett Fire Department, that permit is attached.

Motion

I move to approve Bartlett High School's request to hold a fireworks display on Monday, September 20th at Bartlett High School.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 21-070

Date Issued: August 31, 2021 Expires: September 20, 2021 — 11:59 p.m.
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [X] Bon Fire [] Controlled Burn [] Other []

Owner: Bartlett High School
Address: 701 W. Schick Road
City: Bartlett, IL 60103

Applicant: Mark Loewe - Mad Bomber Fireworks Productions - License #IL06-O-00029
Address: 411 Windermere Way
City: Lake in the Hills, IL 60156

Additional Crew: Kevin Murphy

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:  Michael Heimbecker
Fire Marshal

MAD BOMBER

FIREWORKS PRODUCTIONS, INC.

State of Illinois license number: IL06-O-00029

411 Windermere Way
Lake in the Hills, IL 60156-5803
Office (847) 669-8060
Mobile (847) 354-5105
bigpyro@sbcglobal.net

FIRE DEPARTMENT DISPLAY INFORMATION FORM

Sponsor: Bartlett High School

Display: Outdoor Aerial

Date of display: 20th September 2021

Rain date: TBD

Time of display: 2000 Hrs

Duration of display: 10 minutes

Location of display: Open field area north of football field (See diagram)

Program: Boxed barrage product and up to 3 inch shells

The largest diameter shell size will be 3 inch in diameter.

Minimum set-back: 210 feet

Approximate time of arrival: 1700 Hrs

Crew Chief: Mark Loewe State of Illinois licensed Lead Shooter

Additional crew: 1

State of Illinois listed Assistant(s)

Kevin Murphy

Insurance: Ten Million Dollars (certificate attached)

EMERGENCY TELEPHONE NUMBER: (877) 623-2662



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION
1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OP-00029

License #

05/15/2024

ISSUE DATE

A handwritten signature in blue ink, appearing to read "Matt Perez".

Matt Perez

STATE FIRE MARSHAL

OP

EXPIRATION DATE

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-IN-091-51-3L-00872
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	November 1, 2023

Name
PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
LA PORTE, IN 46350-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above and engaged in the business or operations specified above under "Type of License or Permit."	Mailing Address (Changes? Notify the FELC of any changes.) MIAND INC PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISP/SKY MAJ 3999 E HUPP RD MIDWEST WAREHOUSING BLDG LA PORTE, IN 46350-
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Licensee/Permittee Responsible Person Signature
Specimen

Position/Title

Printed Name _____ Date _____
ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Previous Edition is Obsolete MIAND INC 3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1 46350-0000 4-IN-091-51-3L-00872 November 1, 2023 51-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information
Federal Explosives Licensing Center (FELC) Toll-free Telephone Number: (877) 283-3352 ATF Homepage: www.atf.gov
244 Needy Road Fax Number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **MIAND INC**

Business Name: **PLANET PROD/MAD BOMB FWKS/NIGHT MAG
DISP/SKY MAJ**

License/Permit Number: **4-IN-091-51-3L-00872**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **November 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C No): 216-658-7101															
INSURED Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Co</td> <td>25035</td> </tr> <tr> <td>INSURER E : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Liberty Mutual Insurance Co		INSURER D : Liberty Mutual Insurance Co	25035	INSURER E : Axis Surplus Ins Company	26620	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 1765693342

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SIBGL01460-211	2/4/2021	2/4/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SIBCA00186-211	2/4/2021	2/4/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000243083-02	2/4/2021	2/4/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC539S-714654-011 WC5-34S-524913-030 WC5-34S-311836-051	2/4/2021 2/4/2021 2/4/2021	2/4/2022 2/4/2022 2/4/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Liability #2			SIBEX01319-211	2/4/2021	2/4/2022	Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

OPERATIONS: FIREWORKS DISPLAY

ADDITIONAL INSURED: VILLAGE OF BARTLETT; BARTLETT FIRE PROTECTION DISTRICT; BARTLETT HIGH SCHOOL CCDS U46; BARTLETT HIGH SCHOOL BOOSTERS

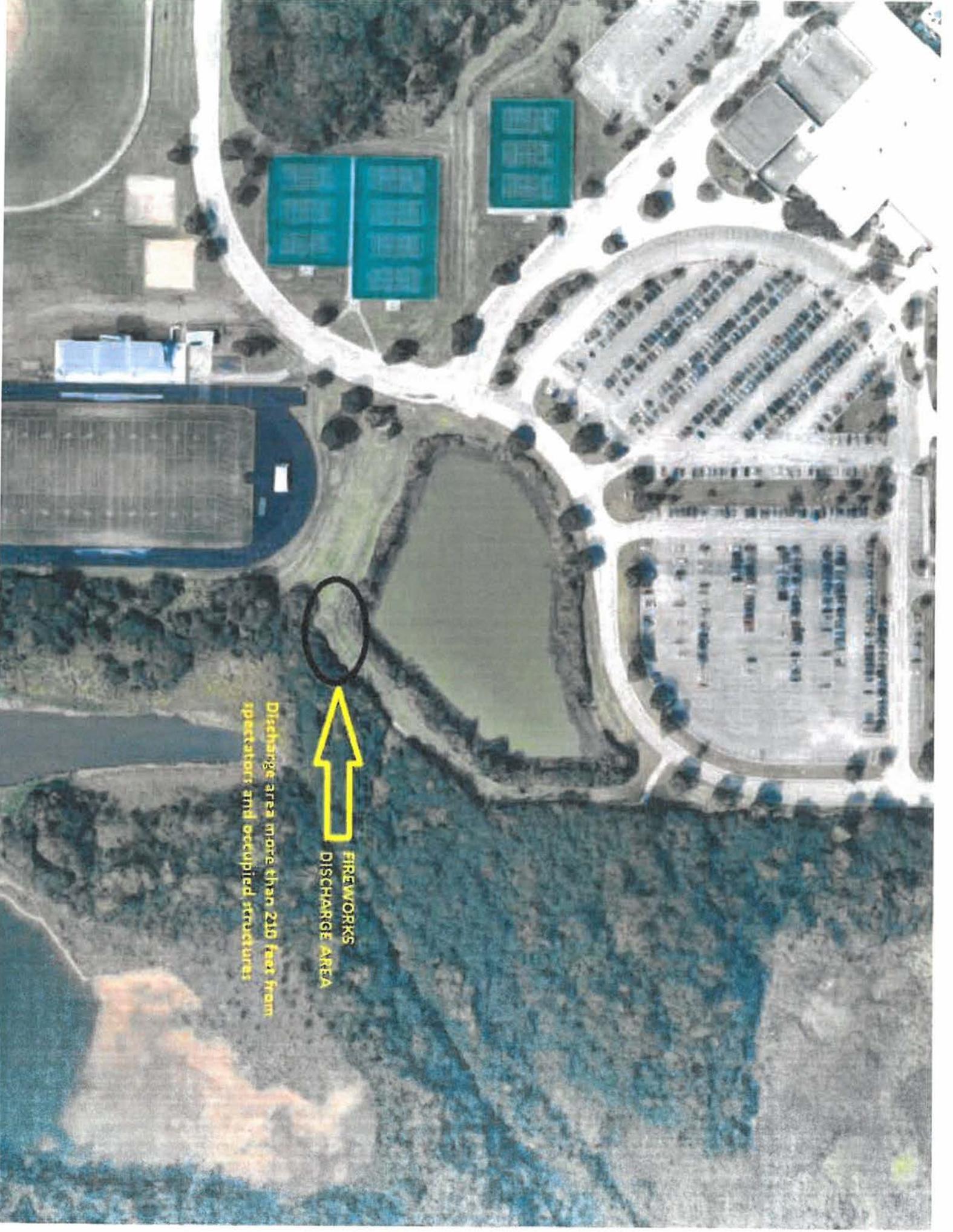
CERTIFICATE HOLDER**CANCELLATION**

BARTLETT HIGH SCHOOL CCDS U-46
 71 SCHICK ROAD
 BARTLETT IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**FIREWORKS
DISCHARGE AREA**

**Discharge area more than 210 feet from
spectators and occupied structures**



Agenda Item Executive Summary

Item Name Bartlett High School Homecoming Parade Committee
Request Request or Board Village Board

BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

The Bartlett High School student council is requesting a parade permit for a 1:00 p.m. start Sunday, September 19, 2021 starting at Oak Glen Drive, traveling south on South Bartlett and ending at Stearns Road and Sycamore Lane.

ATTACHMENTS (PLEASE LIST)

Memorandum, Request, Letter, Certificate of Insurance

ACTION REQUESTED

For Discussion Only _____
Resolution _____
Ordinance _____
Motion: __x__

MOTION: I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on September 19th, 2021.

Staff: Joseph Dienberg, Management Analyst

Date: September 2, 2021

Memorandum

To: Sam Hughes, Senior Management Analyst
From: Joey Dienberg, Management Analyst
Date: September 2, 2021
Re: Bartlett High School Homecoming Parade Request

The Bartlett High School Student Council is requesting a parade permit for the Homecoming Parade on Sunday, September 19th 2021. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glen Drive, traveling south on South Bartlett Road, and ending at Stearns Road and Sycamore Lane in the Apple Orchard West lot. Step off for the parade is at 1:00 p.m. and will last less than one hour. Pending construction in the area of Tennyson and E. Oak Glenn Rd, staging may be moved to the west side of S. Bartlett Road to W. Oak Glenn Dr. (Green on map)

The appropriate certificate of insurance has been submitted by School District U-46 and is pending approval by the Village Attorney. A map of the route is also attached.

Motion

I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on September 19th, 2021.


Bartlett High School

701 Schick Road
 Bartlett, Illinois 60103
 (630) 372-4680
 Fax (630) 372-4682

Michael Demovsky, Principal

August 16, 2021

Village President Kevin Wallace
 Village of Bartlett
 228 S. Main Street
 Bartlett, IL 60103

RE: Bartlett High School Homecoming Parade & Hawk Fest Carnival,
 September 19 and 20, 2021

Dear Village President Wallace,

On behalf of the Bartlett High School Student Council, I am requesting approval for the Bartlett High School Homecoming parade and amplifier permit for the Hawkfest Carnival. The parade is scheduled for Sunday, September 19 at 1:00 pm. The carnival will be Monday, September 20 from 5pm-8pm. We are requesting an amplification permit for DJ music that will be played during the Hawk Fest.

In addition to permission for the parade, we are requesting barricades and police officers to assist with traffic control. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glenn Lane, traveling south on South Bartlett Road, and ending at South Bartlett & Stearns Roads. We expect the parade will last less than one hour.

Attached to this letter is a certificate of self-insurance from School District U-46, holding harmless the Village, naming The Village as an additional insured in the amount of \$1,000,000.

Thank you for your consideration, and please accept the Student Council's invitation to help celebrate Bartlett High School's Homecoming.

Sincerely,

Kristen Gac

Bartlett High School
 Social Studies Teacher/Student Council Supervisor

CERTIFICATE OF SELF-INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

ISSUED BY:
Board of Education
School District U-46
355 East Chicago Street
Elgin, IL 60123

The Board of Education of School District U-46, Kane, Cook, DuPage Counties, Illinois, has undertaken to pay all judgments and claims against it as a result of the action of any officer, employee or agent through self-insurance, in accordance with the powers and duties conferred upon the Board by the Local Governmental and Governmental Employees Tort Immunity Act, Ill. Rev. Stat., Ch. 85, par. 1-101 Et. Seq. 1987).

INCEPTION DATE: July 1, 1987.

SCOPE OF PROGRAM: General Liability and Automobile Liability including but not limited to property loss and damage claims, claims for bodily injury or death, and all other civil actions, claims, on suits, including the defenses thereof, which may be made against the School District. The Board's Resolution for Self-Insurance is not intended to, nor does it modify, amend or in any other way remove the immunities of public employees and local governmental entities granted in the Local Governmental and Governmental Employees Tort Immunity Act.

SELF-INSURANCE RESERVE FOR ALL SUCH CLAIMS: \$1,000,000.

DESCRIPTION - BARTLETT HIGH SCHOOL HOMECOMING PARADE AND HAWK FEST

With respect to School District U-46 and the Village of Bartlett, The County of DuPage, as an additional insured with respect to Homecoming Parade held on *September 19, 2021* with in the right of way of DuPage County and with respect to the fireworks display and in connection with Hawkfest held on *September 20, 2021* should the Village of Bartlett be named in a complaint or claim as a result of property damage, personal injury and loss or damage as a result of the event(s) listed below. School District U-46 will defend and pay in accordance with the respective contract permit(s) granted for said activities.

EVENT INFORMATION: This document is valid for:
September 20, 2021 from 5:00 PM to 9:00 PM - Hawkfest
September 19, 2021 from 1:00 PM to 2:00 PM - Homecoming Parade

All risk coverage for the above.

ISSUED TO:
Village of Bartlett
228 S. Main St
Bartlett, Il. 60103

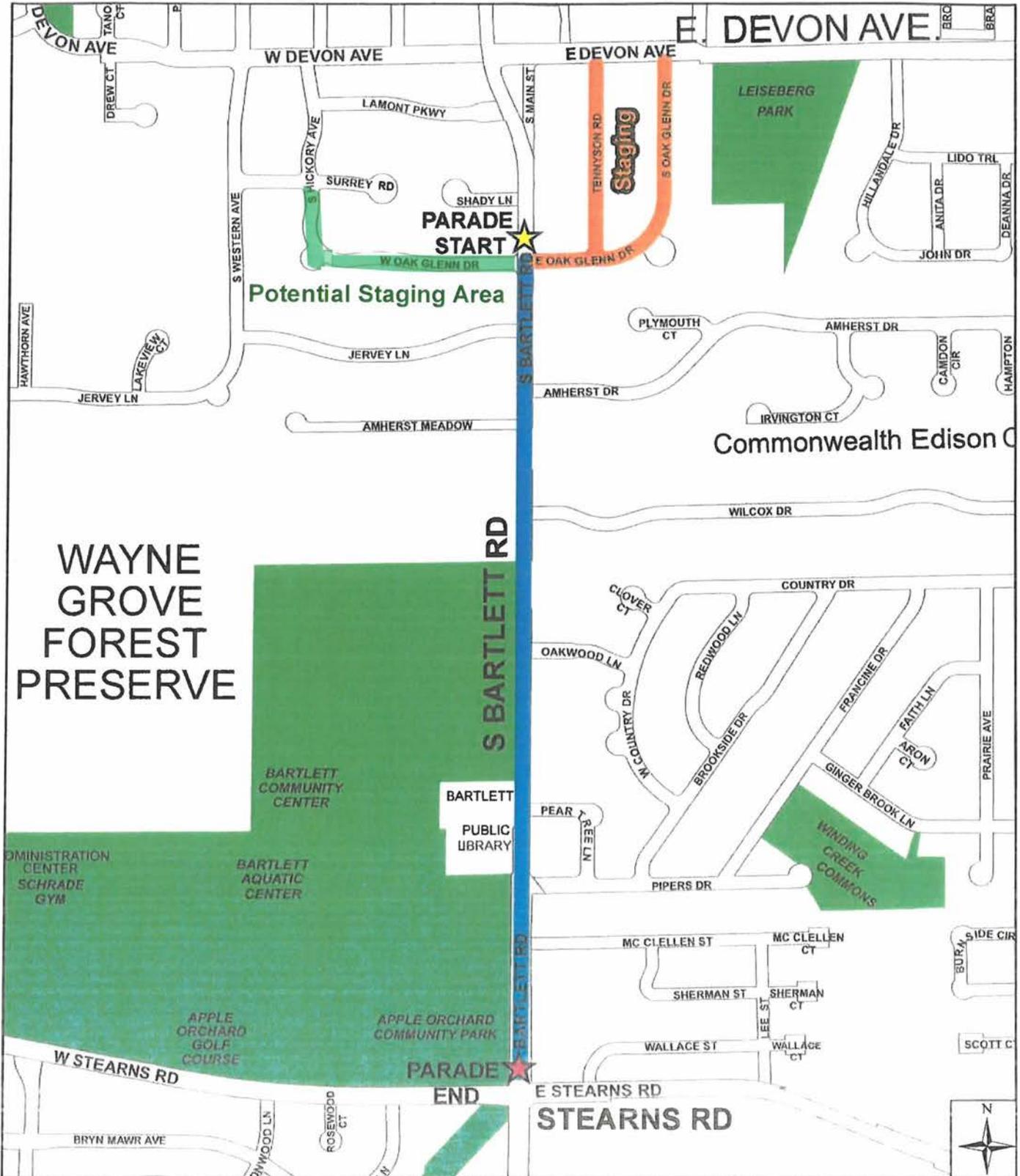
Issued: September 2, 2021

Bruce J. Phelps

Bruce Phelps
Director of Business Services
School District U-46

BARTLETT HOMECOMING PARADE

Sunday 9/19 1:00PM



BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: August 27, 2021

RE: U-46 2021 Developer Donation Request

The Village received a Request of Release of Developer Contributions to School District U-46 dated August 16, 2021 (the "2021 U-46 Donation Release Request"). Under the Bartlett Donation Ordinance, the Village collects money from developers for the impacts of their developments on the Village and other taxing bodies, including School District U-46, which is held in the Village's Developer Deposit Fund. The balance in that fund as of July 21, 2021 is \$294,561.59. The attached Resolution authorizes the payment of that amount to School District U-46 to reimburse it for certain school improvements that are "Qualified Expenditures" as defined in the Bartlett Donation Ordinance.

As U-46 is the second largest unit school district in the State of Illinois and encompasses several municipalities and unincorporated areas in two counties, it builds new schools and improves existing schools throughout the entire School District. The Village collects donation monies from developers of residential homes in Bartlett, or owners of lots upon which homes are built, at the time a building permit is applied for pursuant to the Bartlett Donation Ordinance, for school, park district, library and Village purposes, and pays money out to the different taxing districts in accordance with the restrictions in that ordinance. Any extraction or required donation that the Village imposes on a developer or owner must be "specifically and uniquely attributable" to the development, or it is subject to legal challenge by the developer or owner. Thus, donations collected from a Bartlett developer are not validly collected and paid to U-46 for a new school or capital improvement of a school, for example, on the west side of Elgin that no Bartlett children attend. Accordingly, the Donation Ordinance requires that all funds collected under the Bartlett Donation Ordinance be used solely for construction of new schools or capital improvements to schools in Bartlett ("Qualified Expenditures"). Years ago, before the

Bartlett High School, and the Liberty and Hawk Hollow Elementary Schools were built in Bartlett, there was much debate and conflict between the Village and U-46 about the purposes that U-46 was requesting and spending donation monies collected by the Village of Bartlett and paid or not paid by it to U-46. However, once the aforementioned elementary schools were built in Bartlett, that quelled the debate, as the construction of those two elementary schools alone were clearly Qualified Expenditures as defined in the Bartlett Donation Ordinance, and the cost to construct them far exceeded the amount of donations that have been collected and held by the Village.

The Village Board previously determined that the purposes for which U-46 has requested reimbursement, specifically the construction of the Hawk Hollow and Liberty Elementary Schools in 2003, bus loading improvements at Centennial School and acquisition of land adjacent to Liberty School in 2005, which in 2005 totaled \$15,568,456.84, were Qualified Expenditures as defined in the Bartlett Donation Ordinance. The Village Board previously released \$8,940,344.63 of donation monies that the Village collected under the Bartlett Donation Ordinance to U-46 based on these same Qualified Expenditures pursuant to U-46 requests made between 2003 and 2019. Since the last request from U-46 for the release of donation monies held by the Village in July of 2019, U-46 has paid for the following capital improvements to U-46 schools located in Bartlett: \$3,544,344.63 on HVAC replacement at Centennial Elementary in August of 2019; \$872,000 on an HVAC replacement unit for Bartlett High School in July 2020; and \$1,016,269.60 on a roof replacement at Bartlett Elementary School in August of 2020, bringing the total U-46 Qualified Expenditures to \$23,753,879.07. There remains a balance of unreimbursed Qualified Expenditures of \$14,813,648.41, or "Remaining Uncredited District U-46 Expenditures" as U-46 calls it in its attached "Developer Contribution Summary".

Accordingly, I have prepared the attached "Resolution Granting the August 16, 2021 U-46 Request for Release of School Donations and Authorizing the Release of \$294,561.59 to U-46 from the Developer Deposit Fund" for the Board's consideration and approval.

RESOLUTION 2021 - _____

**A RESOLUTION GRANTING THE U-46 AUGUST 16, 2021 REQUEST FOR
RELEASE OF SCHOOL DONATIONS AND AUTHORIZING THE RELEASE
OF \$294,561.59 TO U-46 FROM THE DEVELOPER DEPOSIT FUND**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The request dated August 16, 2021, from School District U-46 for the release of developer donations for reimbursement to U-46 toward the construction and capital improvement costs for Liberty Elementary School, Hawk Hollow Elementary School, Centennial Elementary School, land acquisition in Bartlett, Nature Ridge Elementary School, Prairieview Elementary School and Sycamore Trail Elementary School in Bartlett, which request is supported by the SCHOOL DISTRICT U-46 Developer Contribution Summary for the Village of Bartlett, which is attached hereto as Exhibit A, is hereby approved as the expenses shown therein are qualified expenditures under the Bartlett Donation Ordinance, and the Village Treasurer/Finance Director is hereby authorized and directed to release the sum of \$294,561.59 from the Developer Donation Fund, which was the balance in said Fund as of August 16, 2021, to School District U-46.

SECTION TWO: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 7, 2021

APPROVED: September 7, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021-_____ enacted on September 7, 2021 and approved on September 7, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



EXHIBIT A

School District U-46

Education Service Center
355 E. Chicago St., Elgin, IL 60120-6543
Tel: 847.888.5000 x5007
Fax: 847.608.4173

Tony Sanders, Superintendent

www.u-46.org

August 16, 2021

By Email: lgiless@bartlett.il.gov

Ms. Lorna Giles
Village Clerk
Village of Bartlett
228 South Main Street
Bartlett, IL 60103

Re: Release of Bartlett Developer Contributions to School District U-46

Dear Ms. Giles:

In accordance with the Village of Bartlett's developer donation ordinance, School District U-46 requests that the Village release funds collected, approximately \$294,561.59, on the District's behalf to offset qualified site acquisition and construction expenditures made by the District.

Attached for your information is a chart, which summarizes the District's submitted expenditure requests, the developer contributions that the Village has released, and the remaining uncredited expenditures.

If you have any questions, please contact me at daleburnidge@u-46.org or 847-888-5000, ext. 5804. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Dale Burnidge'.

Dale Burnidge
Director of Financial Operations

DB:sl

SCHOOL DISTRICT U-46
Developer Contribution Summary
Village of Bartlett

Description	Date	School District U-46 Expenditures	Village of Bartlett Released Developer Contributions	Remaining Uncredited District U-46 Expenditures
Hawk Hollow Elementary 235 Jacaranda Drive, Bartlett	Request 6/18/2003	8,120,272.00		8,120,272.00
Liberty Elementary 121 Naperville Rd., Bartlett	Request 6/18/2003	6,743,920.50		14,864,192.50
Bartlett - Release of Funds	09/02/03		2,049,442.04	12,814,750.46
Centennial Elementary - Bus Loading Project completed by Village on behalf of SD U-46	06/21/05	47,254.00		12,862,004.46
District Approved Transfer of Funds to Village of Bartlett for Centennial - Bus Loading	06/21/05		47,254.00	12,814,750.46
Schuler Property Purchase 8N231 Naperville Road, Bartlett	Request 7/29/2005	657,010.34		13,471,760.80
Bartlett - Release of Funds	10/24/05		4,405,597.46	9,066,163.34
U-46 - Request on Unpaid Balance	03/22/06			9,066,163.34
Bartlett - Release of Funds	05/26/06		810,359.06	8,255,804.28
U-46 - Request on Unpaid Balance	12/11/06			8,255,804.28
Bartlett - Release of Funds	02/09/07		474,897.04	7,780,907.24
U-46 - Request on Unpaid Balance	11/20/07			7,780,907.24
Bartlett - Release of Funds	07/21/08		291,790.46	7,489,116.78
U-46 - Request on Unpaid Balance	06/03/09			7,489,116.78
Bartlett - Release of Funds	03/03/10		117,948.00	7,371,168.78
U-46 - Request on Unpaid Balance	01/31/12			7,371,168.78
Bartlett - Release of Funds	04/03/12		24,913.44	7,346,255.34
U-46 - Request on Unpaid Balance	05/06/15			7,346,255.34
Bartlett - Release of Funds	05/20/15		192,789.47	7,153,465.87
U-46 - Request on Unpaid Balance	02/01/17			7,153,465.87

Description	Date	School District U-46 Expenditures	Village of Bartlett Released Developer Contributions	Remaining Uncredited District U-46 Expenditures
Bartlett - Release of Funds	04/24/17		98,869.44	7,054,596.43
Nature Ridge Elementary, 1899 Westridge Blvd. Pave parking lots and drives	08/05/19	839,239.00		7,893,835.43
Prairieview Elementary, 285 Mayflower Ln. Pave parking lots, drives, asphalt play areas	08/05/19	889,299.00		8,783,134.43
Sycamore Trails Elementary, 1025 Sycamore Ln. Pave parking lots, drives, asphalt play areas	08/05/19	1,024,270.00		9,807,404.43
Bartlett - Release of Funds	09/16/19		426,370.25	9,381,034.18
Centennial Elementary, 234 E. Stearns Rd., HVAC Replacement	August 2019	3,544,344.63		12,925,378.81
Bartlett High School, 701 Schick Rd., Dectron Unit Replacement/HVAC System	07/24/20	872,000.00		13,797,378.81
Bartlett Elementary School, 111 North Ave., Roof Replacement	August 2020	1,016,269.60		14,813,648.41
				14,813,648.41
				14,813,648.41
TOTALS		23,753,879.07	8,940,230.66	14,813,648.41

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: August 10, 2021
FEE: \$5.00 Per Application
cash

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: Hanover Township

Mailing Address of Organization: 240 S. IL Route 59, Bartlett, IL 60103

Contact Name: Megan Conway Telephone Number: 630-483-5600

Date License is requested for: Thursday, September 16, 2021

Location of sponsored event: Hanover Township Senior Center

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance MUST be attached.



Agenda Item Executive Summary

Item Name A Resolution Waiving Advertising For Bids And
Awarding Of The Ruzicka Fence Replacement Committee Board
Project to Fence Connection, Inc. or Board

BUDGET IMPACT

Amount:	\$22,000	Budgeted	\$25,000
List what fund	General Fund (Streets Capital Outlay)		

EXECUTIVE SUMMARY

The village sought out proposals from fence contractors for the fence along Ruzicka Park. Three (3) proposals were returned, with Fence Connection, Inc. providing the lowest proposal at \$22,000. The FY 21/22 budget provides for \$25,000 for this replacement fence. However, because the lowest proposal was over \$20,000, staff advertised the Ruzicka Park fence project for bid, but only one bid in the amount of \$31,330 was received. Because the lowest bid received is \$9,220 more than the original proposal submitted by Fence Connection, Inc., staff recommends that the Village Board reject the bid of Northern Illinois Fence for the project, and enter the attached Village of Bartlett Ruzicka Fence Replacement Project Agreement with Fence Connection, Inc. for the contract sum of \$22,000. A Resolution rejecting the single bid received, waiving further advising for bids, and approving the Agreement is attached for Board approval. Copies of the proposals are attached for review.

RECOMMENDATION

Staff recommends awarding the project and entering into an agreement with Fence Connection, Inc. for the Ruzicka Fence Replacement

ATTACHMENTS (PLEASE LIST)

Memo
Proposals
Resolution
Agreement

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2021- ___-R, A RESOLUTION REJECTING SINGLE BID RECEIVED, WAIVING FURTHER ADVERTISING FOR BIDS, AND APPROVING THE RUZICKA FENCE REPLACEMENT PROJECT AGREEMENT WITH FENCE CONNECTION, INC.

Staff: Dan Dinges, Director of Public Works

Date: 8/30/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Ruzicka Fence Replacement Waiving of Bids and Award**
Date: August 30, 2021

The Village sought out proposals from fence contractors for the fence along Ruzicka Park. Three (3) proposals were returned, with Fence Connection, Inc. providing the lowest proposal at \$22,000. The FY 21/22 budget provides for \$25,000 for this replacement fence. However, because the lowest proposal was over \$20,000, staff advertised the Ruzicka Park fence project for bid, but only one bid in the amount of \$31,330 was received. Because the lowest bid received is \$9,220 more than the original proposal submitted by Fence Connection, Inc., staff recommends that the Village Board reject the bid of Northern Illinois Fence for the project, and enter the attached Village of Bartlett Ruzicka Fence Replacement Project Agreement with Fence Connection, Inc. for the contract sum of \$22,000. A Resolution rejecting the single bid received, waiving further advertising for bids, and approving the Agreement is attached for Board approval. A copy of the proposals are attached for review.

RECOMMENDATION

Staff recommends awarding the project and entering into an agreement with Fence Connection, Inc. for the Ruzicka Fence Replacement

MOTION

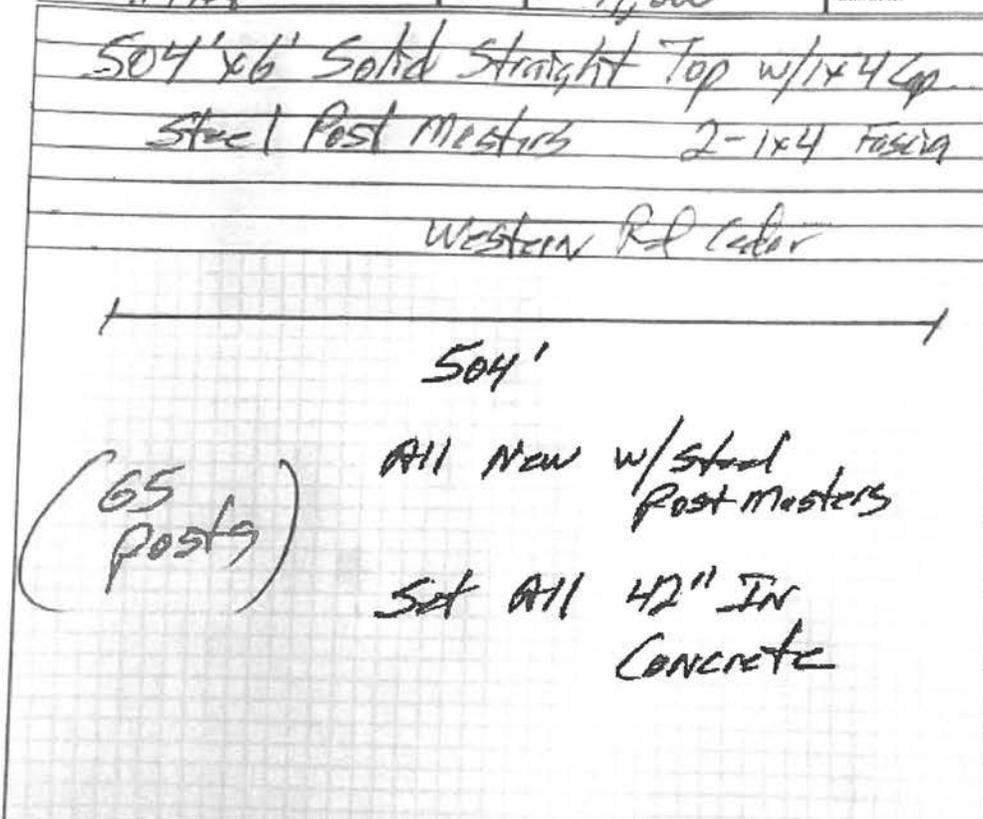
MOVE TO APPROVE RESOLUTION #2021- ___ -R, A RESOLUTION REJECTING SINGLE BID RECEIVED, WAIVING FURTHER ADVERTISING FOR BIDS, AND APPROVING THE RUZICKA FENCE REPLACEMENT PROJECT AGREEMENT WITH FENCE CONNECTION, INC.



Proposal & Contract

970 Villa Street
 Elgin, IL 60120
 Phone: 847.622.8800
 Fax: 847.622.0479
 www.FenceConnectionInc.com

COUNTY	CROSS STREET	PHONE #	DATE
TOWNSHIP (IF INCORPORATED)	SUBDIVISION NAME	824) 206-0082	5.25.21
COMPANY	HOME PHONE #	FAX #	REPORTED BY
Village of Bartlett	()	()	Bob
NAME	JOB AMOUNT	WORK PHONE #	
Mike Warmus	\$ 22,000	630 837-0811	
STREET ADDRESS	DEPOSIT	JOB SITE NAME	
850 Coral Fair	\$ 11,000	m.warmus@ybaertlett.org	
CITY STATE ZIP CODE	BALANCE DUE	ADDRESS	
Bartlett	\$ 11,000		
		CITY	
		CONTACT NAME	
		PHONE #	



FT.	EGT	GA/COLOR
TERMINALS	LINE POSTS	TOP RAIL
FENT WIRE	BUILDING	MID RAIL
TOP <input type="checkbox"/>	YES <input type="checkbox"/>	BOTTOM RAIL
BOTTOM <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
SINGLE	GATES	POSTS
DOUBLE		POSTS
DART/LEVEL/ROLLING		POSTS
LEVEL ON TOP <input type="checkbox"/>	SPREAD DIRT	
FOLLOW GRADE <input type="checkbox"/>	HAIR DIRT <input checked="" type="checkbox"/>	
TAKE DOWN	504'	
HAIR AWAY		
CONCRETE/ASPHALT BREAKS #		
ROCK DRILL <input type="checkbox"/>	WELDER <input type="checkbox"/>	
CORE DRILL <input type="checkbox"/>	GENPRO 6500 <input type="checkbox"/>	
PERMIT		
PLAT OF SURVEY		
WOOD TYPE/STYLE		
BOARD SIZE		
POST SIZE		
IN FT	POST OUT <input type="checkbox"/>	TUB-MAIL <input type="checkbox"/>
	Hard way dirt	
	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
	OFFICE USE	
	AMOUNT	CHK #
DEPOSIT		
FINAL CHK		
EXP. DATE		
FINANCED		
<input type="checkbox"/> 90 DAYS	<input type="checkbox"/> 6 MONTHS	<input type="checkbox"/> 12 MONTHS

- Customer to read following to place order:
- 1) Fence Connection to call J.U.L.I.E.
 - 2) Customer to obtain all needed permits and approvals.
 - 3) Fence Connection will need a signed contract, plat of survey, and appropriate deposit (as outlined above) before work will be scheduled.
 - 4) Installation dates are always weather permitting.
 - 5) I hereby accept the terms and conditions on both sides of this contract.

OPTIONS

TO MAIL AWAY DIRT ADD \$

CUSTOMERS TO CALL PERMIT # INTO OFFICE (IF APPLICABLE).

APPROVED & ACCEPTED:

Customer's Signature _____ Date _____

Customer's Signature _____ Date _____

FENCE CONNECTION INC.

General Representative

This Proposal May Be Withdrawn and voided if not accepted within _____ days.



**NORTHERN
ILLINOIS
FENCE**

PROPOSAL

320 W Lincoln Highway, Cortland, IL 60112

Prepared For:

Village of Bartlett

Submitted By: Jeremy Schultz

Phone: 847-721-7279

Project:

Mike Warmus
Coral ave and Newport blvd, Bartlett, IL

Email: jschultz@cnifence.com

Date: 5/12/2021

Quote #: 65366

Northern Illinois Fence agrees to provide labor and material for the following.

DESCRIPTION	EXTENDED
Wood Fencing: Approx. 510' of 6'H Board on Board Fence with 3 Horizontal Rails and 1 by 6 by Vertical Picket. Postmaster Steel Posts with Coverboard- 1 by 6 by 6	27,880.00
Take down/haul of existing Wood Fence by others.	
Linear Feet: 510' Line Post footing: 36" concrete footings Gate(s): none Material: Cedar Take Down & Haul Away: yes Take Down: no	6' Terminal Post footing: 36" concrete footings Style: Board on Board Specs: 1 x 6 pickets, 2 x 4 pickets, Postmasters posts Haul Spoils: yes
Base Bid Total: 27,880.00	

Exclusions:

Project is bid for one mobilization and assumed normal digging conditions. Price is good for 14 days. Any core drilling, Vacuum drilling, son- a-tubes or digging through stone may incur extra charges. Customer to submit plat of survey and permit/permit number. Price excludes dirt haul away, permit and any tree or shrub removal. Price excludes tax and uses prevailing wage labor.

Sales Rep: Jeremy Schultz
 Signature: Jeremy Schultz
 Date: 5/12/2021

Approved By: _____
 Signature: _____
 Date: _____

Thank you for your business!



THE VILLAGE OF
BARTLETT

PUBLIC WORKS
Michael Warmus
STREETS SUPERVISOR



NOTES
PREVAILING WAGE.

Proposal & Contract

0 BITTERSWEET DR
LETT, ILLINOIS 60103

PHONE: 630.837.0811

at (Route 25) • Batavia, Illinois 60510
M.ParamountFence.com
• 847.628.5502 • 815.455.8050
Fax 630.406.8423

Date	01-02-2020
Referred By	INTERNET
Salesperson	MAURICIO

E-MAIL: mwarmus@vbartlett.org

VILLAGE OF BARTLETT
Street Address
228 S. MAIN STREET
City **BARTLETT** State **IL** Zip Code **60103**
E-mail **MWARMUS@VBARTLETT.ORG**

JOB AMOUNT	\$ 28,580
DEPOSIT	\$ 1/2
BALANCE DUE	\$ 1/2

CIRCLE PAYMENT	Job Site Name: RUZICKA PARK
CHECK CREDIT CARD	Address
CHECK CREDIT CARD FINANCED	City BARTLETT
	Contact Name: MIKE WARMUS
	Phone #

Mobile () Home () Work () CELL FAX (630) 837-0811

CIRCLE ALL THAT APPLY

PLAT OF SURVEY: NEEDED NOT NEEDED

PERMIT: NEEDED NOT NEEDED

CUSTOMER TO OBTAIN WE OBTAIN, CUSTOMER PAYS

HOMEOWNERS ASSOCIATION APPROVAL: CUSTOMER TO OBTAIN NOT NEEDED

TO FURNISH & INSTALL APPROX 905' OF 6' TALL SHADOWBOX DEE EAF WITH FULL 6" BOARDS, 3 RAILS, ALL WESTERN RED CEDAR AND STEEL POSTS "POSTMASTER POSTS"

ALL CUSTOM BUILT ON SITE

5 YEAR WORKMANSHIP WARRANTY

TAKE DOWN AND HAUL AWAY OLD WOOD FENCE & SPOILS

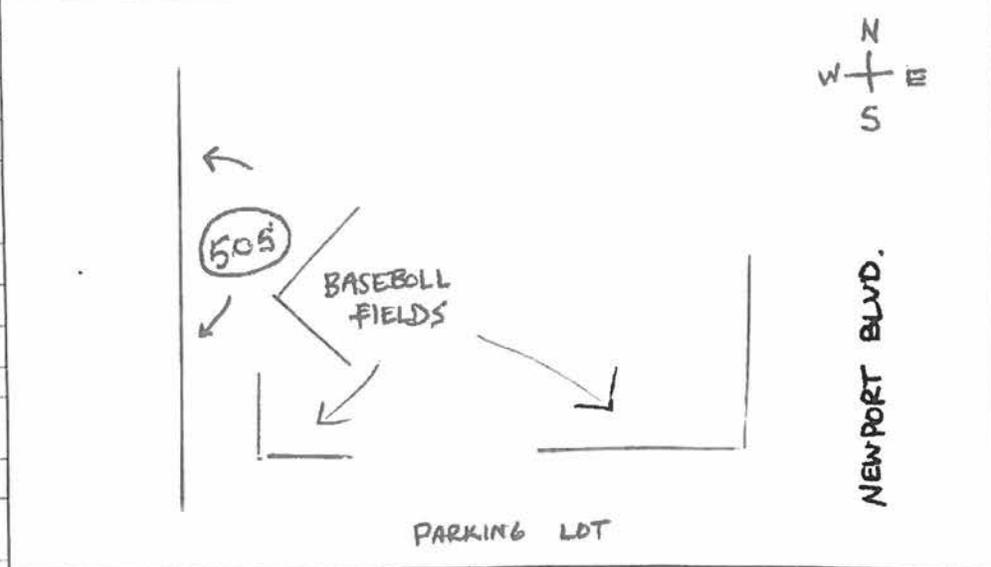
All Posts set in 36" deep holes with wet concrete

CARD# _____

EXPIRATION DATE _____

CVC2 # _____

FINANCED			
6 MOS	9 MOS	12 MOS	18 MOS
FT.	HGT.	GAVCOLOR	
TERMINALS	LINE POSTS	TOP RAIL	
TENS WIRE:	BRACING:	MID RAIL:	
TOP	YES	YES NO	
BOTTOM	YES	BOTTOM RAIL:	
SINGLE	GATES	YES NO	
DOUBLE	POSTS		
CANTILEVER / ROLLING	POSTS		
LEVEL ON TOP	FOLLOW GRADE		
TAKE DOWN 505 FT			
HAUL AWAY 505 FT			
CONCRETE / ASPHALT BREAKS #			
GENERATOR	CHAIN SAW		
ROCK DRILL	WELDER		
CORE DRILL	COMPRESSOR		
BOARD SIZE	6"		
POST SIZE	STEEL POSTS		
FACE NAIL	TOE-NAIL		
HAUL AWAY	DIRT: <input checked="" type="checkbox"/> LEAVE IN PILES <input type="checkbox"/> SPREAD <input type="checkbox"/>		



APPROVED & ACCEPTED

Customer's Signature _____ Date _____

Customer's Signature _____ Date _____

OPTIONS	Customer to read following to place order:
	<ol style="list-style-type: none"> 1) Paramount Fence to call J.U.L.I.E. 2) Customer to obtain all needed MUNICIPAL PERMITS & ASSOCIATION APPROVALS 3) Paramount Fence will need a signed contract, plat of survey, permit # (if applicable), and appropriate deposit (as outlined above) before work will be scheduled. 4) Installation dates are always weather permitting. 5) I hereby accept the terms and conditions on both sides of this contract. 6) Customers sometimes have to follow up with dirt or sod after installation. <p>CUSTOMERS TO CALL PERMIT # INTO OFFICE (IF APPLICABLE)</p> <p>7) Changes initiated, by the customer, after "Approved & Accepted" date, could result in a \$100 Contract Change Fee - Re-stock Fee.</p>

Dirt Removal	Add \$	Incl
Take Down and Haul Away Old Fence	Add \$	
	Add \$	

Mauricio Paw 01/02/2020
Company Representative Date
Paramount Fence, Inc.

Initial Paramount Fence Inc. is not responsible, UNDER ANY CIRCUMSTANCES, for damages to private utilities and/or any other buried lines or objects not professionally located by J.U.L.I.E. or Digger, including but not limited to, sprinkler systems, drain tiles, private gas, private electric, pool equipment lines, invisible pet fence, landscape lighting, private water, septic system, etc. Please read back of contract for further details

This proposal may be withdrawn and voided if not accepted within 20 days

RESOLUTION 2021-_____

**A RESOLUTION REJECTING SINGLE BID RECEIVED, WAIVING FURTHER
ADVERTISING FOR BIDS, AND APPROVING THE RUZICKA FENCE
REPLACEMENT PROJECT AGREEMENT WITH FENCE CONNECTION, INC.**

WHEREAS, Title 1, Chapter 8, Article, A, Section 1-8A-3 of the Bartlett Municipal Code provides in relevant part that:

“All contracts for work or public improvements in excess of twenty thousand dollars (\$20,000.00) shall be let to the lowest responsible bidder after advertising for bids, provided, however, that any such contract may be entered into without advertising for bids if authorized by a vote of two-thirds (2/3) of the Trustees then holding office;”

and

WHEREAS, the Village of Bartlett’s FY 21/22 budget provides for the replacement of the fence at Ruzicka Park in the amount of \$25,000; and

WHEREAS, the Bartlett Public Works Department solicited proposals from qualified and reputable fencing contractors to construct the replacement fence, but since the proposals exceeded \$20,000 (the lowest proposal being \$22,000), the project was advertised for bid; and

WHEREAS, a single bid was received from Northern Illinois Fence in the amount of \$31,220, which staff has recommended be rejected, and instead the Village enter the attached Ruzicka Fence Replacement Project Agreement with the lowest proposer, Fence Connection, Inc. in the amount of \$22,000, thereby resulting in a \$9,220 savings in cost to the Village;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The bid of Northern Illinois Fence in the amount of \$31,220 is hereby rejected.

SECTION TWO: Based on the matters set forth in the Recitals, upon the passage of this Resolution by two-thirds of the Village Trustees now holding office, the Board of Trustees hereby award the Contract for the Ruzicka Fence Replacement Project to Fence Connection, Inc. without further advertising for bids.

SECTION THREE: The Ruzicka Fence Replacement Project Agreement between the Village of Bartlett and Fence Connection, Inc. dated September 7, 2021 (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein, is hereby approved.

SECTION FOUR: The Village President and Village Clerk are hereby authorized to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION FIVE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION SIX: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SEVEN: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 7, 2021

APPROVED: September 7, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021-____ enacted on September 7, 2021 and approved on September 7, 2021 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**VILLAGE OF BARTLETT RUZICKA FENCE REPLACEMENT
PROJECT AGREEMENT**

This Village of Bartlett Ruzicka Fence Replacement Project Agreement (the "Agreement") is entered this 7th day of September, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Fence Connection, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

The proposed work includes, but is not limited to; furnishing and installation of approximately 504 linear feet of solid, six foot (6') tall western red wood board fence with steel postmaster posts at Ruzicka Park, 920 Newport Boulevard, Bartlett IL, 60103. Included within the scope of the project is the removal and disposal of the existing fence encompassing the park. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda ___ attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before November 15, 2021.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including

but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of

all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit

of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to

therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its

subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law

during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified payrolls to the Village in accordance with the Act and as required herein. Copies of the current prevailing wages rates for Cook, DuPage and Kane Counties, Illinois are located at the link provided. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the

federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village,

and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett

and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and

Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its 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, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising 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 Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) 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 contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) 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 a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any 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.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all

expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

FENCE CONNECTION, INC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name 2021 Pavement Marking Project Committee or Board Board

BUDGET IMPACT

<i>Amount:</i>	\$25,000.00 (not to exceed)	<i>Budgeted</i>	\$25,000.00
<i>List what fund</i>	MFT Fund		

EXECUTIVE SUMMARY

On February 23, 2020, the DuPage County Division of Transportation held a bid opening for 2021 Pavement Marking Maintenance. Precision Pavement Markings Incorporated was awarded the contract and agreed to extend their unit prices (as shown on the attached bid tabs) to the village of Bartlett for our 2021 Pavement Marking Project. Prices were compared with the Suburban Purchasing Cooperative's contract winner for pavement marking maintenance and Precision Pavement Markings Incorporated was found to be the cheapest.

Precision Pavement Markings Inc. is a well-known pavement marking contractor in the Chicagoland area and in my dealings with them in the past, I have found their work to be satisfactory.

I recommend using Precision Pavement Markings Inc. for the 2021 Pavement Marking Project in the not-to-exceed amount of \$25,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PRECISION PAVEMENT MARKINGS INCORPORATED.

Staff: Nick Talarico, Civil Engineer

Date: 8/30/2021

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: 2021 Pavement Marking Project
Date: August 30th, 2021

On February 23, 2020, the DuPage County Division of Transportation held a bid opening for 2021 Pavement Marking Maintenance. Precision Pavement Markings Incorporated was awarded the contract and agreed to extend their unit prices (as shown on the attached bid tabs) to the village of Bartlett for our 2021 Pavement Marking Project. Prices were compared with the Suburban Purchasing Cooperative's contract winner for pavement marking maintenance and Precision Pavement Markings Incorporated was found to be the cheapest.

Precision Pavement Markings Inc. is a well-known pavement marking contractor in the Chicagoland area and in my dealings with them in the past, I have found their work to be satisfactory.

I recommend using Precision Pavement Markings Inc. for the 2021 Pavement Marking Project in the not-to-exceed amount of \$25,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION: MOVE TO APPROVE RESOLUTION # 2021-___-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PRECISION PAVEMENT MARKING INCORPORATED.

DuPage County Division of Transportation
 Project: 2021 Pavement Marking Maint. - Sec. No: 21-PVMKG-09-GM
 Date of Letting: February 23, 2020 2:00 P.M.

Item No.	Items	Unit	Quantity	Engineer's Estimate		Precision Pavement Marking Pingree Grove, IL 60140		Superior Road Striping, Inc. 1980 N. Hawthorne Ave. Melrose Park, IL 60160		RoadSafe Traffic System, Inc. 12225 Disk Dr. Romeoville, IL 60446		Maintenance Coating Co. 543 Woodbur Street South Elgin, IL 60177		STF LLC dbA Traffic Control 3019 East End Ave. South Chicago Heights, IL 6	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ.FT	20000	\$3.85	77,000.00	\$3.69	73,800.00	\$3.75	75,000.00	\$3.80	76,000.00	\$4.50	90,000.00	\$4.80	96,000.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	40000	\$0.55	22,000.00	\$0.50	20,000.00	\$0.50	20,000.00	\$0.75	30,000.00	\$0.50	20,000.00	\$0.55	22,000.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	71300	\$0.83	59,179.00	\$0.75	53,475.00	\$0.75	53,475.00	\$0.80	57,040.00	\$0.85	60,605.00	\$1.20	85,560.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	11600	\$1.15	13,340.00	\$1.00	11,600.00	\$1.00	11,600.00	\$1.75	20,300.00	\$1.20	13,920.00	\$1.60	18,560.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	46000	\$1.60	73,600.00	\$1.50	69,000.00	\$1.50	69,000.00	\$1.90	87,400.00	\$1.50	69,000.00	\$2.40	110,400.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	8500	\$3.90	33,150.00	\$3.69	31,365.00	\$3.75	31,875.00	\$3.80	32,300.00	\$4.75	40,375.00	\$4.80	40,800.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	490000	\$0.29	142,100.00	\$0.19	93,100.00	\$0.20	98,000.00	\$0.25	122,500.00	\$0.30	147,000.00	\$0.25	122,500.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ.FT	360	\$5.50	1,980.00	\$5.00	1,800.00	\$5.00	1,800.00	\$10.00	3,600.00	\$5.00	1,800.00	\$9.87	3,553.20
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	6000	\$0.60	3,600.00	\$0.50	3,000.00	\$0.50	3,000.00	\$1.50	9,000.00	\$0.72	4,320.00	\$1.50	9,000.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2600	\$1.00	2,600.00	\$0.75	1,950.00	\$1.00	2,600.00	\$2.50	6,500.00	\$1.25	3,250.00	\$2.47	6,422.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	100	\$1.35	135.00	\$1.00	100.00	\$1.25	125.00	\$5.00	500.00	\$1.60	160.00	\$3.29	329.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1100	\$2.20	2,420.00	\$1.50	1,650.00	\$2.00	2,200.00	\$5.00	5,500.00	\$2.25	2,475.00	\$4.94	5,434.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	300	\$5.70	1,710.00	\$5.00	1,500.00	\$5.00	1,500.00	\$10.00	3,000.00	\$5.00	1,500.00	\$9.87	2,961.00
14	PAVEMENT MARKING REMOVAL - GRINDING MARKER	SQ.FT	124600	\$0.43	53,578.00	\$0.30	37,380.00	\$0.30	37,380.00	\$0.25	31,150.00	\$0.73	90,958.00	\$0.50	62,300.00
15	RECESSED REFLECTIVE PAVEMENT	EACH	500	\$24.00	12,000.00	\$18.00	9,000.00	\$30.00	15,000.00	\$40.00	20,000.00	\$25.00	12,500.00	\$45.00	22,500.00
16	REPLACEMENT REFLECTOR	EACH	500	\$11.00	5,500.00	\$9.00	4,500.00	\$10.00	5,000.00	\$10.00	5,000.00	\$12.00	6,000.00	\$14.50	7,250.00
17	TRAFFIC CONTROL AND PROTECTION	L.SUM	1	\$5,000.00	5,000.00	\$1.00	1.00	\$1.00	1.00	\$25,000.00	25,000.00	\$20,000.00	20,000.00	\$92,300.00	92,300.00
18	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ.FT	3,000	\$4.80	14,400.00	\$2.89	8,670.00	\$3.00	9,000.00	\$5.00	15,000.00	\$3.75	11,250.00	\$10.00	30,000.00
Bidder's Proposal for making Entire Improvements				\$523,292.00		\$421,891.00		\$436,556.00		\$549,790.00		\$595,113.00		\$737,869.20	

RESOLUTION 2021 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PRECISION PAVEMENT MARKINGS, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: 2021 Pavement Marking Project Agreement dated September 7, 2021, between the Village of Bartlett and Precision Pavement Markings, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 7, 2021

APPROVED: September 7, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on September 7, 2021, and approved on September 7, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract



Contractor's Name
Precision Pavement Markings, Inc.

Contractor's Address City State Zip Code
1220 Bell Court Pingree Grove IL 60140

STATE OF ILLINOIS
Local Public Agency County Section Number
Village of Bartlett DuPage 21-00000-04-GM

Street Name/Road Name Type of Funds
Various MFT

CONTRACT BOND (when required)

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature Date
Submitted/Approved
County Engineer/Superintendent of Highways Date

For a Municipal Project
Submitted/Approved/Passed
Signature Date
Official Title

Department of Transportation
 Concurrence in approval of award
Regional Engineer Signature Date

Local Public Agency Village of Bartlett	Local Street/Road Name Various	County DuPage	Section Number 21-00000-04-GM
---------------------------------------------------	------------------------------------------	-------------------------	-----------------------------------------

1. THIS AGREEMENT, made and concluded the 7th day of September 2021 between the Village of Bartlett, known as the party of the first part, and Precision Pavement Markings, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-04-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett

Clerk	Date

(SEAL)

Party of the First Part	Date
By: 	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By: 	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

(SEAL)

Partner	Date

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date



Agenda Item Executive Summary

Item Name: 2021 Crack Sealing and Sealcoating Project Committee or Board: Board

BUDGET IMPACT

<i>Amount:</i>	\$105,000.00 (not to exceed)	<i>Budgeted</i>	\$105,000.00
<i>List what fund</i>	MFT Fund		

EXECUTIVE SUMMARY

On March 21, 2019, the village of Woodridge held a joint bid opening for crack sealing and sealcoating services for multiple municipalities in the Chicagoland area. Denler Incorporated was awarded the contract and agreed to extend their unit prices (as shown in the attached bid document for year 3) to the Village of Bartlett for our 2021 Crack Sealing and Sealcoating Project. This project will include crack sealing of asphalt pavement and sealcoating bike paths in various locations to help extend the life of these pavements.

Denler Inc. has worked for the village in the past and we have been satisfied with the results.

I recommend using Denler Inc. for the 2021 Crack Sealing and Sealcoating Project in the not-to-exceed amount of \$105,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo
Denler Bid Package
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: MOVE TO APPROVE RESOLUTION # 2021-___-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 CRACK SEALING AND SEALCOATING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER INCORPORATED.

Staff: Nick Talarico, Civil Engineer

Date: 8/30/2021

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: 2021 Crack Sealing and Sealcoating Project
Date: August 30th, 2021

On March 21, 2019, the village of Woodridge held a joint bid opening for crack sealing and sealcoating services for multiple municipalities in the Chicagoland area. Denler Incorporated was awarded the contract and agreed to extend their unit prices (as shown in the attached bid document) to the village of Bartlett for our 2021 Crack Sealing and Sealcoating Project. This project will include crack sealing of asphalt pavement and sealcoating bike paths in various locations to help extend the life of these pavements.

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I recommend using Denler Inc. for the 2021 Crack Sealing and Sealcoating Project in the not-to-exceed amount of \$105,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION: MOVE TO APPROVE RESOLUTION # 2021-___-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 CRACK SEALING AND SEALCOATING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER INCORPORATED.

CALL FOR BIDS

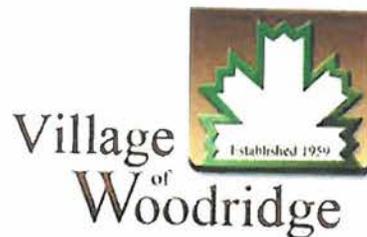
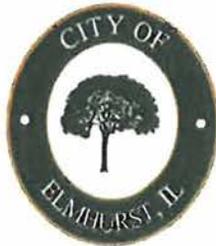
2019-07

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE LOCAL PUBLIC AGENCIES OF:

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST,
LOMBARD, VILLA PARK, WEST CHICAGO, WHEATON, AND WOODRIDGE**



**VILLAGE OF WOODRIDGE
PUBLIC WORKS DEPARTMENT
ONE PLAZA DRIVE
WOODRIDGE, IL 60517
(630) 719-4753**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Woodridge Village Hall, Five Plaza Drive, Woodridge, IL 60517 until 10:00 a.m. local time on March 21, 2019, and then at said office publicly opened and read aloud for the following:

**BID NO: 2019-07
BID ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE LOCAL PUBLIC AGENCIES OF:**

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, LOMBARD, VILLA PARK,
WEST CHICAGO, WHEATON, AND WOODRIDGE**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Local Public Agencies' boundaries.

Plans, specifications and bid forms may be obtained at WOODRIDGE PUBLIC WORKS DEPARTMENT, ONE PLAZA DRIVE, WOODRIDGE, IL 60517, or by calling (630) 719-4753.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Woodridge for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Board.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Woodridge reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Local Public Agencies.

Dated: March 7, 2019

SUBMISSION INFORMATION

Village of Woodridge Public Works Department
 One Plaza Drive
 Woodridge, IL 60517

INVITATION # 2019-07
 BID OPENING DATE: March 21, 2019
 TIME: 10:00 A.M. Local Time
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denier, Inc.
 Address: 20502 S. Cherry Hill Rd.
 City, State, Zip Code: Joliet, IL 60433

**Crack Sealing and Seal Coating Services
 per the specifications identified herein**

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644.-</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871.-</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400.-</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925.-</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

E. SEAL COAT PARKING LOT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4"

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2 Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3 Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2 Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3 Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

I. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking – Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ <u>5.00</u>

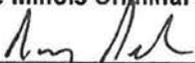
*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Denler, Inc.
Typed/Printed Name: David J. Denler Date: 3/19/19
Title: President Telephone Number: 708 479 5005
E-mail: djdenler@denlerinc.com

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of West Chicago (WEST CHICAGO), the City of Wheaton (WHEATON), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the LPAs are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the LPAs via lower pricing. The Village of Woodridge is conducting the bidding process on behalf of the LPAs. Each LPA's municipal/county manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. BID PRICE

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the LPAs request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, seal coating bike paths and parking lots, and parking lot pavement markings.

The Contractor shall identify the discount for each LPA if equipment staging is allowed at LPA facilities.

The LPAs reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the LPA.

3. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Woodridge to serve as a guarantee that the bidders shall enter into a contract with the LPAs to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Woodridge will return the bonds of all except the three lowest responsible and responsive 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.

Any bid not complying with the Security requirement will be rejected as non-responsive.

4. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The LPAs do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the LPA's requirements whether for more or less than the estimated amount.

The LPAs reserve the right to increase and/or decrease quantities, add or delete locations or LPAs during the term of the Agreement, whatever is deemed to be in the best interest of the LPAs.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each LPA on a total lump sum for its portion of the base bid. The LPAs reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the LPAs. The Village of Woodridge further reserves the right to reject any or all bids.

Each year, the individual LPAs shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual LPA per its scheduling with the Contractor regardless of whether all of the LPAs' corporate authorities have approved their awards to the Contractor for their respective work by the individual LPA's scheduled start date.

6. TERM

The Agreement shall be in effect for one (1) year from date of award. The LPA reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the LPA reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each LPA shall begin in spring/summer 2019, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the LPAs per the schedule that each LPA coordinates with the Contractor.

The Contractor will begin services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for an LPA upon mutual written consent by the LPA and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of an LPA to appropriate funds in future contract years.

7. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA as security for the faithful performance of the LPA's contract; and
- 8.2 A payment bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA.
- 8.3 Documents required by this section must be received and approved by the LPA before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

8. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the LPA's Corporate Authorities.

9. CONTACT WITH LPA PERSONNEL

All bidders are prohibited from making any contact with the respective LPAs' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the LPAs (collectively, "LPAs Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village/County Manager or Administrator reserves the right to disqualify any bidder found to have contacted LPA Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with LPA Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. 11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each LPA's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the LPAs require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any LPA, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the LPA official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the LPA to take appropriate measures to ensure the fairness of the bidding process.

The Village of Woodridge requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any LPA discovers an undisclosed potential or actual conflict of interest, that LPA may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

11. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Woodridge is the only official source for bid packages and supporting materials. Registration with the Village of Woodridge is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Woodridge cannot ensure that bidders who obtain bid packages from sources other than the Village of Woodridge will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the LPAs' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Woodridge will NOT re-release the project absent extraordinary circumstances.

12. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the

construction, maintenance and extension of LPA streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the LPA will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

13. 14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the LPA no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE LPA. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The LPA reserves the right to check the pay stubs of the workers on the job. The LPA further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

14. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the LPA.

15. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or LPA corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

16. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- Bid pricing
- Compliance with specifications
- Previous LPA Experience
- Submittal compliance
- References
- Not currently suspended from participation in any Local, State or Federal Projects

18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

For DuPage County, an affidavit must be executed and submitted upon the completion of the project before final payment is processed.

19. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the LPA is required.

Notwithstanding written consent to subcontract approved by the LPAs, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

20. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Woodridge will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the LPAs.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the LPAs for the base bid (year one), years two (2) and/or three (3), the LPAs reserve the right to reject such bid at the discretion of the LPA.

22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the LPAs, even though not specifically detailed or mentioned.

23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Brandon Tonarelli btanarelli@vil.woodridge.il.us. Questions must be submitted **no later than 4:00 p.m. on March 15, 2019.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

24. CAMPAIGN DISCLOSURE –Please note this Section on Campaign Disclosures shall be specific to and shall only apply to the Village of Downers Grove.

- 24.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 24.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 24.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 24.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

25. RESERVATION OF RIGHTS

Each LPA reserves the right to accept the Bidder's Proposal that is, in their judgement, the best and most favorable to the interests of the LPA and the public; to reject the low price proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in LPA's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the LPAs shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Woodridge of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the LPAs, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each LPA and the successful bidder. The bidder agrees that the Village of Woodridge shall not be responsible in any way for purchase orders or payments made by the other LPAs. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other LPAs during the extended term of this Agreement.

Bidder and the other LPAs may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other LPA.

The bidder shall provide the other LPAs with all documentation as required in the bid, and as otherwise required by the LPA, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other LPAs
- Certificate of insurance naming each additional LPA as an additional insured
- Certified payrolls to each additional LPA for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each LPA** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each LPA** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each LPA** has been endorsed as an "additional insured" by the Contractor's insurance carrier. **Specifically, this Certificate must include the following language:**
"The (LPA's name inserted), and their respective elected and appointed officials, employees, agents,

consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, each LPA may purchase such insurance coverages and charge the expense thereof to the Contractor.

30. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the City of Darien, the Village of Downers Grove, the County of DuPage, the Village of Lombard, the Village of Villa Park, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of LPAs, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. **CHANGE IN STATUS**

The Contractor shall notify each LPA immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The LPAs shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. **CHANGE ORDERS**

The LPAs believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the LPA prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the LPA's Representative on the form provided by the LPA. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected LPA's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected LPA's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. **INVOICES, PAYMENTS, AND QUANTITIES**

The Contractor shall submit invoices for each LPA detailing the services provided directly to the respective LPA. All services shall be invoiced based on unit pricing and quantities used. The LPAs shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the LPAs. Payment shall be made in accordance with the Local Government Prompt Payment Act.

The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the LPA, nor shall an LPA pay the Contractor's subcontractors directly.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Burr Ridge
David Preissig, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

City of Darien
Dan Gombac
1702 Plainfield Rd
Darien, IL 60561

Village of Downers Grove
John Welch
5101 Walnut Ave
Downers Grove, IL 60515

County of DuPage
Division of Transportation
Christopher C. Snyder, P.E.
Director of Transportation
Attn: Steven Mlynarczyk
421 N County Farm Rd.
Wheaton, IL 60187

City of Elmhurst
Kim McGrew, P.E.
209 North York Street
Elmhurst, IL 60126

Village of Lombard
Tom Dixon
1051 S. Hammerschmidt Ave
Lombard, IL 60148

Village of Villa Park
Public Works Department
Attn: Kevin Mantels
20 South Ardmore Ave
Villa Park, IL 60181

City of West Chicago
Robert E. Flatter, P.E.
Director of Public Works
475 Main Street
West Chicago, IL 60185

City of Wheaton
Attn: Mike Wakefield
303 West Wesley
PO Box 727
Wheaton, IL 60187

Village of Woodridge
Brandon Tonarelli, P.E.
Public Works Department
1 Plaza Drive
Woodridge, IL 60517

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Woodridge Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE LPAS

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the LPA, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the LPA.

38. TERMINATION

Each LPA reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the LPAs for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the LPAs shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. NON APPROPRIATIONS

The LPA reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board of the affected LPA.

40. LPA CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the LPA in which the work is performed.

41. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. 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 this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the LPA. The LPA or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000. For Village of Lombard, in excess of \$20,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will 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 will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 (Village of Lombard \$20,000) 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) This 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.

42. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the LPA.

43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The LPA is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the LPA to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the LPA copies of any and all such documents when directed to do so by the LPA. All such documents shall be delivered to the LPA Clerk's Office no later than five (5) working days after the date of the LPA's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the LPA to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the LPA.

44. COMPETENCY OF BIDDER

If requested in writing by a Government Agency, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

45. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the LPA and the issuance of LPA purchase order. For DuPage County, a Notice to Proceed is required.

46. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the ENGINEER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the ENGINEER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the ENGINEER if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the LPA must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. PERMITS

The Contractor is responsible for obtaining all permits needed for working in the municipality, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the contract.

50. VENDOR ETHICS DISCLOSURE STATEMENT—Please note this Section on Vendor Ethics Disclosure Statement shall be specific to and shall only apply to DuPage County.

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to DuPage County shall be required to submit with its bid submission, an executed Required Vendor Ethics Disclosure Statement, attached hereto.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1. **SCOPE OF WORK**

The Village of Woodridge requests bids for roadway crack sealing and bike path and parking lot seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths and parking lots, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)"). The successful bidder ("Contractor") will provide seal coating per the Illinois Department of Transportation (IDOT) specifications offered in section 403 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached **Appendix A**, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached **Appendix A**.

2. **PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the LPAs per the specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019)." On the request of the LPAs, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the LPAs may be fewer or greater than those listed depending on the conditions of the LPAs' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2019. The number of locations for the years 2020 and 2021 may differ from the number of locations for the year 2019. The number of locations for the years 2020 and 2021 should be similar to those listed for 2019, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2019.

A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2019	17	43,500	Pounds of sealant
	2020	N/A	41,500	Pounds of sealant
	2021	N/A	39,500	Pounds of sealant
City of Darien	2019	50	106,400	Pounds of sealant
	2020	N/A	106,400	Pounds of sealant
	2021	N/A	106,400	Pounds of sealant
Village of Downers Grove	2019	35	90,000	Pounds of sealant
	2020	N/A	90,000	Pounds of sealant
	2021	N/A	90,000	Pounds of sealant
City of Elmhurst	2019	6	25,000	Pounds of sealant
	2020	N/A	20,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant

Village of Lombard	2019	25	15,000	Pounds of sealant
	2020	N/A	15,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant
City of West Chicago	2019	8	39,370	Pounds of sealant
	2020	0	0	Pounds of sealant
	2021	8	39,370	Pounds of sealant
City of Wheaton	2019	20	55,000	Pounds of sealant
	2020	N/A	56,200	Pounds of sealant
	2021	N/A	57,400	Pounds of sealant
Village of Woodridge	2019	40	70,000	Pounds of sealant
	2020	N/A	69,000	Pounds of sealant
	2021	N/A	68,000	Pounds of sealant
2019 TOTAL			444,270	Pounds of sealant
2020 TOTAL			398,100	Pounds of sealant
2021 TOTAL			430,670	Pounds of sealant

B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Lombard	2019	3	1,500	Pounds of sealant
	2020	N/A	1,500	Pounds of sealant
	2021	N/A	1,500	Pounds of sealant
Village of Villa Park	2019	4	2,000	Pounds of sealant
	2020	N/A	2,000	Pounds of sealant
	2021	N/A	2,000	Pounds of sealant
City of West Chicago	2019	0	0	Pounds of sealant
	2020	1	19,157	Pounds of sealant
	2021	0	0	Pounds of sealant
2019 TOTAL			3,500	Pounds of sealant
2020TOTAL			22,657	Pounds of sealant
2021 TOTAL			3,500	Pounds of sealant

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	5	9,880	Pounds of sealant
	2020	N/A	9,880	Pounds of sealant
	2021	N/A	9,880	Pounds of sealant
Village of Downers Grove	2019	35	45,000	Pounds of sealant
	2020	N/A	45,000	Pounds of sealant
	2021	N/A	45,000	Pounds of sealant
DuPage County	2019	8	17,000	Pounds of sealant
	2020	N/A	40,000	Pounds of sealant
	2021	N/A	16,000	Pounds of sealant
Village of Lombard	2019	45	50,000	Pounds of sealant
	2020	N/A	50,000	Pounds of sealant
	2021	N/A	50,000	Pounds of sealant
Village of Villa Park	2019	15	30,000	Pounds of sealant
	2020	N/A	30,000	Pounds of sealant
	2021	N/A	30,000	Pounds of sealant
Village of Woodridge	2019	10	11,000	Pounds of sealant
	2020	N/A	11,000	Pounds of sealant
	2021	N/A	11,000	Pounds of sealant
2019 TOTAL			162,880	Pounds of sealant
2020 TOTAL			185,880	Pounds of sealant
2021 TOTAL			161,880	Pounds of sealant

D. SEAL COAT BIKE PATH QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Woodridge	2019	0	0	Square Yards
	2020	4	15,100	Square Yards
	2021	2	12,500	Square Yards
2019 TOTAL			0	Square Yards
2020 TOTAL			15,100	Square Yards
2021 TOTAL			12,500	Square Yards

E. SEAL COAT PARKING LOT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	5,648	Square Yards
	2020	0	0	Square Yards
	2021	0	0	Square Yards
City of Elmhurst	2019	0	0	Square Yards
	2020	N/A	7,200	Square Yards
	2021	N/A	19,100	Square Yards
City of Wheaton	2019	2	2,000	Square Yards
	2020	N/A	276,812	Square Yards
	2021	N/A	2,000	Square Yards
2019 TOTAL			7,648	Square Yards
2020 TOTAL			284,012	Square Yards
2021 TOTAL			21,100	Square Yards

F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4” QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	1,600	Foot
	2020	N/A	0	Foot
	2021	N/A	0	Foot
City of Elmhurst	2019	0	0	Foot
	2020	N/A	3,000	Foot
	2021	N/A	3,000	Foot
City of Wheaton	2019	2	396	Foot
	2020	N/A	7,636	Foot
	2021	N/A	396	Foot
2019 TOTAL			1,996	Foot
2020 TOTAL			10,636	Foot
2021 TOTAL			3,396	Foot

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	100	Square Foot
	2020	N/A	0	Square Foot
	2021	N/A	0	Square Foot
City of Elmhurst	2019	0	0	Square Foot
	2020	N/A	500	Square Foot
	2021	N/A	200	Square Foot
2019 TOTAL			100	Square Foot
2020 TOTAL			500	Square Foot
2021 TOTAL			200	Square Foot

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Local Public Agency	Year	Number of locations	Quantity	Unit
DuPage County	2019	N/A	1	Lump Sum
	2020	N/A	1	Lump Sum
	2021	N/A	1	Lump Sum
2019 TOTAL			1	Lump Sum
2020 TOTAL			1	Lump Sum
2021 TOTAL			1	Lump Sum

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE LPA

For each year of the contract, each LPA will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each LPA will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the LPAs shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each LPA; however, it shall complete the total volume of crack sealing services required by each LPA within the term specified herein.

The Contractor shall provide crack sealing services for the LPAs within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The LPAs may prohibit the Contractor from working on weekends or holidays. For DuPage County, the local ordinance will be the municipality where the work is being performed.

6. CONTRACTOR'S PERSONNEL

While working for the LPAs, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each LPA may provide the Contractor space at its Public Works or other LPA facility to store equipment while the Contractor is providing the LPA crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each LPA if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the LPAs. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the LPAs, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers and traffic control devices used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be

restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each LPA on the map and list of locations that the LPA provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each LPA per the schedule that each LPA coordinates with the Contractor. The Contractor will begin providing services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a LPA if the extension is mutually agreed by the LPA and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the LPAs) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the LPAs. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The LPAs, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

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

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

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

- Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard
Address: 1051 S. Hammerschmidt
City, State, Zip Code: Lombard, IL
Contact Person/
Telephone Number: Tom Dixon
630 620 5740
Dates of Service/Award
Amount: 2018 - 100 K

Agency: Village of Romeoville
Address: 13 Montrose Dr-
City, State, Zip Code: Romeoville, IL
Contact Person/Telephone
Number: Eric Bjork
815 886 1870
Dates of Service/Award
Amount: 300 K - 2018

Agency: Village of Buffalo Grove
Address: 51 Ravpp Blvd
City, State, Zip Code: Buffalo Grove, IL
Contact Person/
Telephone Number: Kyle Johnson
847 459 2523
Dates of Service/Award
Amount: 2018 - 75 K

Agency: City of Naperville
Address: 400 S. Eagle St.
City, State, Zip Code: Naperville, IL
Contact Person/
Telephone Number: Omar Santos
630 - 305 - 5204
Dates of Service/Award
Amount: 2018 - 350 K

Agency: IPOT
Address: 2300 S. Dirksen Pkwy
City, State, Zip Code: Springfield, IL
Contact Person/
Telephone Number: Pat Forniak
309 573 8777
Dates of Service/Award
Amount: 2017 - 300 K

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

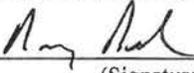
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



 (Signature of Bidder if the Bidder is an Individual)
 (Signature of Partner if the Bidder is a Partnership)
 (Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019





Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

David J. Nenter, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of Nenter, Inc.
(Contractor)

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

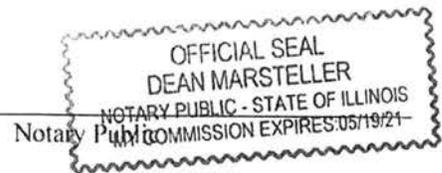
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

David J. Nenter

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 14 day of March, 2019

Dean Marsteller



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

David J. Nealer

, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

[Signature]

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 1st day of March, 2019

[Signature]
Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/19/21

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

David J. Denler, being first duly sworn, deposes and says that (s)he is
President of Denler, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

David J. Denler
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

D. Marsteller
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED) - *None*

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

David J. Nealer, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of Nealer, Inc. (Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Nealer
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/19/19

Bid/Contract/PO #: 2019-07

Company Name: <u>Denler, Inc.</u>	Company Contact: <u>David J. Denler</u>
Contact Phone: <u>708 479 5005</u>	Contact Email: <u>denler@denlerinc.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature:

Printed Name: David J. Denler

Title: President

Date: 3/19/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page | of | (total number of pages)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: _____

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Amy Bl
Signature

David J. Nenter
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2019-07
CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Local Public Agency name*] ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: *Am M*
Title: *President*

CRACK SEALING ASPHALT PAVEMENT

Description: This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. Unless otherwise directed by the Engineer, crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in “band aid” effect.

Method of Measurement. Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contact unit price per **POUND** for **CRACK SEALING ASPHALT PAVEMENT**.

CRACK AND JOINT SEALING PCC PAVEMENT

Description: This work shall be done in accordance with Section 452 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

Work shall be to seal or reseal only those joints or cracks as marked by the Engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8”, or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc. shall be removed by hand or mechanical methods as approved by the Engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

Method of Measurement. Joint or Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered INCIDENTAL.

FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Description: This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

Materials: Materials shall conform to the following:
Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

- a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.
1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
 2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
 4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).
- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment: Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle

shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

Construction Requirements: The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or Portland cement to dust the filler at no additional cost to the LPA.

Method of Measurement: Crack filling will be measured for payment in pounds of fiber-asphalt used.

Basis of Payment: This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**. Cleaning of cracks will not be paid for separately.

SEAL COAT

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

Preparation of Pavement:

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

Materials:

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Basis of Payment: This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT BIKE PATH** or **SEAL COAT PARKING LOT**, which price shall be payment in full for all work specified herein.

PARKING LOT PAINT PAVEMENT MARKING

Description: This work shall be done in accordance with Section 780 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. The parking lot paint pavement markings are to be completed after the parking lots have been seal coated. The pavement markings shall be completed as soon as possible after completing the seal coating, per manufacturer's specifications, to keep parking lot closure and disruptions to a minimum, unless directed otherwise by the Engineer.

Basis of Payment: This work shall be paid for at the contact unit price per **FOOT** for **PARKING LOT PAINT PAVEMENT MARKING – LINE 4"** or per **SQUARE FOOT** for **PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS**.

TRAFFIC CONTROL AND PROTECTION – DUPAGE COUNTY -Please note this Special Provision shall be specific to and shall only apply to DuPage County.

In addition to Section 8 of the Technical Terms and Conditions, "Lane/Roadways Closure", Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, notes, and Highway Standards contained in the plans, and the Special Provisions contained herein. This special provision shall only apply for work performed on DuPage County Highways.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Division of Transportation at least 72 hours in advance of beginning work.

STANDARDS:

- 000001 Standard Symbols, Abbreviations, and Patterns
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701306 Lane Closure, 2L, 2W, Slow Moving Operation, Day Only, for speeds ≥ 45 MPH
- 701311 Lane Closure. 2L, 2W, Moving Operations, Day Only
- 701426 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≥ 45 MPH
- 701427 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≤ 40 MPH
- 701901 Traffic Control Devices

Method of Measurement. Traffic control will not be measured by location or per Standard.

Basis of Payment. The cost of Traffic Control and Protection will be paid for at the **CONTRACT LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION-DUPAGE COUNTY** which price shall include all equipment, labor and materials necessary to complete the work as specified.

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)

Denler, Inc.
20502 S. Cherry Hill Road, Joliet, IL 60433

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)

Village of Woodridge
One Plaza Drive
Woodridge, IL 60517

BOND AMOUNT:

5% of Bid Amount

PROJECT:

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

Bid # 2019-07 Cracksealing & Seal Coating Services for Local Public agencies, Various Municipalities.

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

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

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

Signed and sealed this 14th day of March 2019.



(Witness)

Denler, Inc.

(Principal)  (Seal)

(Title) **President**

Hudson Insurance Company



(Witness)

(Surety)  (Seal)

(Title) **Attorney-In-Fact Dawn-Denise Szpisjak**



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock,
Dawn-Denise Szpisjak and Maureen Rott

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)
Attest: *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 14th day of March, 20 19.

(Corporate seal)

By: *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

RESOLUTION 2021 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 CRACK SEALING AND SEALCOATING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER INCORPORATED.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: 2021 Crack Sealing and Seal Coating Project Agreement dated September 7, 2021, between the Village of Bartlett and Denler Incorporated (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 7, 2021

APPROVED: September 7, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on September 7, 2021, and approved on September 7, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract



Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Street Name/Road Name

Type of Funds

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature Date

--	--

Official Title

--

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature Date

--	--

Local Public Agency Village of Bartlett	Local Street/Road Name Various	County DuPage	Section Number 21-00000-02-GM
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1. THIS AGREEMENT, made and concluded the 7th day of September 2021 between the Village of Bartlett, known as the party of the first part, and Denler Incorporated, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-02-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By: 	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By: 	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Partner	Date

Attest: Secretary	Date

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date



Agenda Item Executive Summary

Item Name	2021 Pavement Preservation Project	Committee or Board	Board
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BUDGET IMPACT

<i>Amount:</i>	\$100,000.00 (not to exceed)	<i>Budgeted</i>	\$100,000.00
<i>List what fund</i>	MFT Fund		

EXECUTIVE SUMMARY

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

This product will be applied to all the streets to be resurfaced in the 2021 Various Streets Project. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of \$0.94 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2021 Pavement Preservation Project be awarded to CAM, LLC in the not-to-exceed amount of \$100,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo

Schedule of Values

Resolution

Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC (CAM).

Staff: Nick Talarico, Civil Engineer

Date: 8/30/21

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: 2021 Pavement Preservation Project
Date: August 30th, 2021

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

This product will be applied to all the streets to be resurfaced in the 2021 Various Streets Project. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of \$0.94 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2021 Pavement Preservation Project be awarded to CAM, LLC in the not-to-exceed amount of \$100,000.00.

MOTION: MOVE TO APPROVE RESOLUTION # 2021-___-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC (CAM).

Superintendent of the Customer shall inspect the worksite to determine the exiting conditions. This will include pavement marking and signs that may have to be removed and replaced by Contractor.

RESIDENT NOTIFICATION:

If contractor distributes Resident notification, the agency requesting the notification shall supply specific requirements.

Alternate #1 – Resident Notification. \$ _____ per square yard.

STREET SWEEPING:

The Governmental Agency shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Governmental Agency, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All sand/limestone screenings used during the treatment must be removed no later than five days after treatment of the street or as approved by the Governmental Agency. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de- sacs, etc. must be cleaned of any material to the satisfaction of the Contractor.

The Contractor shall supply a pricing for one Alternate related to sweeping:

Alternate #2 – Completion of sweeping both prior to and after treatment. \$ _____ per square yard

If, the Governmental Agency chooses Alternate #2 and after sand is swept and in the opinion of the Governmental Agency a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep same no later than five days following reapplication. No additional compensation will be allowed for reapplications and removal of sand/limestone screenings.

WORK COMPLETION DATE:

All Reclamite work shall be completed by October 15, 2021. All CRF work shall be completed by October 31, 2021.

BID TABULATION SHEET

Bid Form for Surface Application of Reclamite and or CRF Rejuvenating Agents

For: McHenry Township

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 46,000 square yards-applied \$ _____ Total

CRF, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 500 square yards-applied \$ _____ Total

For: Bloomingdale Township

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 58,033 square yards-applied \$ _____ Total

For: Flagg Township

Reclamite, Alt. 2: \$ _____ per square yard.

Approximately 15,635 square yards-applied \$ _____ Total

For: Grafton Township

Reclamite, Alt. 1: \$ _____ per square yard.

Approximately 17,820 square yards-applied \$ _____ Total

For: Lisle Township

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 35,000 square yards-applied \$ _____ Total

For: Seneca Township

Reclamite (No Alternates) \$ _____ per square yard.

Approximately 11,000 square yards-applied \$ _____ Total

For: Wheatland Township

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 20,000 square yards-applied \$ _____ Total

For: Winfield Township

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 24,487 square yards-applied \$ _____ Total

For: Village of Bartlett

Reclamite, Alt. 1, Alt. 2: \$ _____ per square yard.

Approximately 65,266 square yards-applied \$ _____ Total

BID TABULATION SHEET (continued)

For: City of Elmhurst

Reclamite, Alt. 1: \$ _____ per square yard.

Approximately 232,000 square yards-applied \$ _____ Total

CRF Contract Price \$ _____ per square yard.

Assumed 10,000 Square yards-applied \$ _____ Total

Date: _____

Bidders Name: _____

Company: _____

Address: _____

Authorized signature: _____

Accepted by: _____

Customer reserves the right to reject any and all bids or to waive informalities and to select and accept that Bid considered to be most advantageous to the Customer.

RESOLUTION 2021 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2021 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: 2021 Pavement Preservation Project Agreement dated September 7, 2021, between the Village of Bartlett and Corrective Asphalt Materials, LLC. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 7, 2021

APPROVED: September 7, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on September 7, 2021, and approved on September 7, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Contractor's Name

Corrective Asphalt Materials, LLC

Contractor's Address

43W630 Wheeler Road

City

Sugar Grove

State

IL

Zip Code

60554

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

DuPage

Section Number

21-00000-03-GM

Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

[Signature Box]

[Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways

Date

[Signature Box]

[Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

[Signature Box]

[Date Box]

Official Title

[Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

[Signature Box]

[Date Box]

Local Public Agency Village of Bartlett	Local Street/Road Name Various	County DuPage	Section Number 21-00000-03-GM
---------------------------------------------------	------------------------------------------	-------------------------	-----------------------------------------

1. THIS AGREEMENT, made and concluded the 7th day of September 2021 between the Village of Bartlett, known as the party of the first part, and Corrective Asphalt Materials, LLC, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-03-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett
Local Public Agency Type Name of Local Public Agency

Clerk	Date
<input type="text"/>	<input type="text"/>

Party of the First Part	Date
By: <input type="text"/>	<input type="text"/>

(If a Corporation)

Corporate Name	
<input type="text"/>	
President, Party of the Second Part	Date
By: <input type="text"/>	<input type="text"/>

(If a Limited Liability Corporation)

LLC Name	
<input type="text"/>	
Manager or Authorized Member, Party of the Second Part	
By: <input type="text"/>	

(If a Partnership)

Partner	Date
<input type="text"/>	<input type="text"/>
Partner	Date
<input type="text"/>	<input type="text"/>

Partners doing Business under the firm name of
 Party of the Second Part

<input type="text"/>

(If an individual)

Party of the Second Part	Date
<input type="text"/>	<input type="text"/>

Attest:
 Secretary

<input type="text"/>	Date
----------------------	------

(SEAL)