

Village of Carol Stream

BOARD MEETING

AGENDA

MAY 2, 2022

6:00 P.M.

Village Board meeting is being held virtually to the public until further notice due to the pandemic.

All matters on the Agenda may be discussed, amended and acted upon

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the April 18, 2022 Village Board Meeting.

C. LISTENING POST:

1. Proclamation Designating May 20th Bike to Work Day.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing – 4N210 Old Gary Avenue. *This Public Hearing is noticed to receive comments from the public regarding the proposed Annexation Agreement for the property at 4N210 Old Gary Avenue owned by LiUNA Chicagoland Laborers' District Council Fund.*

E. SELECTION OF CONSENT AGENDA:

If you are here for an item, which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. 21-0026 – LiUNA, 4N210 Old Gary Avenue
Rezoning to I Industrial District upon Annexation
Recommended Approval 4-0

Special use Permit for Union Hall and Training Facility
Front Yard Building Setback Variation
Recommended Approval Subject to Conditions 4-0

NO VILLAGE BOARD ACTION REQUESTED UNTIL MAY 16, 2022 MEETING

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- b. 22-0014 – Village of Carol Stream, 500 N. Gary Avenue
*Zoning Text Amendment, Unified Development Ordinance (UDO) –
Miscellaneous Modifications*
Recommended Approval 4-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Presentation on Grant-funded Tree Inventory, Urban Forest Management Plan and Tree Preservation and Protection Ordinance.
2. Motion to approve an Agreement with StudioGC for planning, design, cost-estimating and bidding services for the Public Works Facilities Improvements Project up to an amount of \$57,350.
3. Award of Contract for Fireworks Show on July 2, 2022. *Staff recommends approval of a contract in the amount of \$28,000.00 with Pyrotecnico Fireworks, Inc. subject to Chapter 5, Article 8, Sections 5-8-14(A) and (B) of the Carol Stream Code of Ordinances.*
4. Alcohol Concession Agreement – 2022 Taste of Carol Stream. *Staff recommends approval of the Taste of Carol Stream Agreement between the Village of Carol Stream, Carol Stream Chamber of Commerce and Carol Stream Rotary for the sale of beer, wine, hard seltzer and hard cranberry lemonade for the Taste of Carol Stream at Town Center on June 11, 2022.*
5. Award of Contract for Janitorial Services. *Staff recommends the contract for janitorial service for the Municipal Center be awarded to Crystal Maintenance Services in the amounts specified in their bid packet-\$49,860 with the option to renew the contract up to three (3) additional years subject to satisfactory performance during the initial term of the contract.*
6. Native Plant Management for FY22/23. *Staff recommends that the FY22/23 Pond and Stream Maintenance-Native Plant Management Contract be awarded to Bedrock Earthscapes, LLC for \$24,465.00 pursuant to the provisions of Section 5-8-14(B) of the Carol Stream Code of Ordinances.*

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7. Klein Creek Streambank Stabilization – Section 1 Project. *Staff recommends awarding a construction contract to Earthwerks Land Improvement & Development Corp. at the contract unit prices with an estimated total price of \$3,488,664.00.*

I. ORDINANCES:

1. Ordinance No. 2022-05-____ Amending Chapter 16 of the Carol Stream Code of Ordinances (Unified Development Ordinance-Miscellaneous Modifications). *See F.1.b.*
2. Ordinance No. 2022-05-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class F Liquor Licenses from 9 to 10 for Bellas Pizza, LLC d/b/a Bella's Pizza located at 1045 Fountain View Drive.
3. Ordinance No. 2022-05-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Licenses from 17 to 18 for Masters Pancake House, Inc. d/b/a Mapleberry Pancake House located at 1276 Kuhn Road.

J. RESOLUTIONS:

1. Resolution No. ____ Committing Local Funds for Construction and Construction Engineering for the Kuhn Road Bike Path Project (Section Number: 15-000-60-00-BT) Lies Road to Army Trail Road.
2. Resolution No. ____ Authorizing the Execution of an Illinois Department of Transportation Engineering Services Agreement for Federal Participation with regard to Kuhn Road Bike Trail Extension from Lies Road to Army Trail Road.

K. NEW BUSINESS:

1. Reappointment of Anthony Simonetta to the Police Pension Fund Board.

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L. PAYMENT OF BILLS:

1. Regular Bills: April 19, 2022 through May 2, 2022.
2. Addendum Warrants: April 19, 2022 through May 2, 2022.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2022-04-20	LAST RESOLUTION	3245
NEXT ORDINANCE	2022-05-21	NEXT RESOLUTION	3246

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

April 18, 2022

Mayor Pro Tem Matt McCarthy called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Village Clerk Julia Schwarze call the roll.

Present: Trustees Tom Garvey, John Zalak, Rick Gieser and Matt McCarthy, and Village Clerk Julia Schwarze

Absent: Mayor Frank Saverino, Sr. and Trustees Jeff Berger and Mary Frusolone

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Public Works Director Phil Modaff, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Engineer Rakesh Patel, and Village Attorney Jim Rhodes

MINUTES:

Trustee Gieser moved and Trustee Zalak made the second to approve the Minutes of the April 4, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

Trustee Garvey moved and Trustee Zalak made the second to approve but not release the Executive Session Minutes of the April 4, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

LISTENING POST:

1. Carol Stream Cool Cities Activist – *Jan Smith provided a brief overview of climate change and what individuals and communities can do about it.*
2. Arbor Day Proclamation - *read by Trustee Zalak*
3. Addresses from Audience: *None.*

PUBLIC HEARINGS:

1. Public Hearing: Annual Budget for the 2022-2023 Fiscal Year beginning May 1, 2022.

Trustee Garvey moved and Trustee Gieser made the second to open the Public Hearing. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

After no public comments were received, Trustee Zalak moved and Trustee Gieser made the second to close the Public Hearing. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

CONSENT AGENDA:

Trustee Gieser moved and Trustee Zalak made the second to establish a Consent Agenda for this meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

Trustee Garvey moved and Trustee Zalak made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

Trustee Gieser moved and Trustee Garvey made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

Write-Off of Uncollectible Receivables:

The Village Board approved an annual write-off of uncollectible receivables in the amount of \$659.00.

Klein Creek Stream Bank Stabilization – Section I:

The Village Board approved amending the Professional Services Agreement with Engineering Resource Associates, Inc. for the pedestrian bridge design (#3) in the not-to-exceed, cost plus fixed fee amount of \$2,200.00.

Klein Creek Stream Bank Stabilization – Section III:

The Village Board approved amending the Professional Services Agreement with Engineering Resource Associates, Inc. for the retaining wall (#1) and sled hill (#2) designs in the not-to-exceed, cost plus fixed fee amount of \$3,333.00 and \$4,200.00 respectively, and an extension of 31 calendar days revising the completion date to May 31, 2022.

Resolution No. 3242 Adopting Statements of Goals, Direction and Guidance for Village Government Decisions:

The Village Board adopted the 2022-2024 Strategic Plan as the foundation for work in future years.

Resolution No. 3243 Adopting the 2022-23 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved a general wage adjustment of 3% and funding this year's performance based non-union compensation program at a set 2.75% adjustment.

Resolution No. 3244 Authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Klein Creek Streambank Stabilization Project:

The Village Board approved an Intergovernmental Agreement with DuPage County regarding the Klein Creek Streambank Stabilization Project.

Resolution No. 3245 Accepting Public Improvements and Reduction of Security for the Public Improvements located at the Vequity Fuel Station, 425 E. Geneva Road and 521 S. Schmale Road:

The Village Board approved the public improvements and reduction of security for the public improvements located at the Vequity Fuel Station, 425 E. Geneva Road and 521 S. Schmale Road.

Ordinance No. 2022-04-18, an Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2022:

The Village Board amended the previously approved fiscal year 2021-22 budget to provide expenditure authority for items that were not previously anticipated or incorporated within the originally approved budget.

Ordinance No. 2022-04-19, an Ordinance Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$68,423,151 for the FY22/23 Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023:

The Village Board approved the Annual Budget of the Village of Carol Stream for the new Fiscal Year which begins May 1, 2022 and ends April 30, 2023 in the amount of \$68,423,151.

Ordinance No. 2022-04-20 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor Licenses from 10 to 9 with regards to JIN28 CS Inc. d/b/a JIN 28 located at 604 E. North Avenue:

The Village Board decreased the number of Class F Liquor Licenses due to JIN 28 located at 604 E. North Avenue relinquishing their liquor license.

Klein, Thorpe and Jenkins, Ltd. – Rate Increase Request:

The Village Board approved a rate increase, requested by Klein, Thorpe and Jenkins, Ltd. for Village Attorney and associated legal fees of approximately 3.25% effective May 1, 2022.

Amplification Permit – Outreach Community Ministries:

The Village Board approved an amplification permit with an exception for an 8:00 a.m. start time and waiver of the fee for their 5K Run, Walk & Wheel to be held on May 14, 2022 from 8:00 a.m. to Noon at Armstrong Park.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated April 18, 2022 in the amount of \$1,281,397.95. The Village Board approved the payment of Addendum Warrant of Bills from April 5, 2022 thru April 18, 2022 in the amount of \$640,602.11.

Treasurer’s Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the month ended March 31, 2022.

REPORT OF OFFICERS:

Trustee Garvey had no report.

Trustee Zalak thanked Jan Smith for coming in and everything she does to advocate for our planet; thanked staff for their hard work in putting together the budget; announced the second week of April as National Public Safety Telecommunications Week and thanked all dispatchers who have the toughest job in public safety; reported today as National Stress Awareness Day with a reminder to look out for each other; and asked that everyone keep the military and first responders in their thoughts and prayers.

Trustee Gieser thanked Jan Smith for her constant vigilance in fighting for our environment; mentioned the upcoming Rain Barrel webinar on Wednesday the 20th; commended Carol Stream for being a SolSmart Gold community; gave a brief history of Carol Stream’s connection to Arbor Day; announced a fundraiser for the Independence Day parade at Culver’s on Wednesday May 19th with 10% of proceeds going to the parade fund; and reported the passing of former Carol Stream Deputy Village Clerk Wynne Progar.

Village Clerk Schwarze thanked Jan Smith for coming in to speak today about how we can all make a positive impact on our environment; gave a reminder of the bike trails cleanup this Saturday the 23rd and Carol Stream library blood drive April 28th; reported the status of liquor and gaming license applications approaching the April 30th deadline; announced that as of June 1st she’ll be representing Carol Stream as Vice President of the Municipal Clerks of DuPage County; and reminded everyone to shop and dine in Carol Stream.

Assistant to the Village Manager Messino gave up update on upcoming Carol Stream events such as the Rain Barrel webinar and sale on April 20th, the Pond and Stream Sweep and Geek Fest on May 21st and the Concert Series.

Village Attorney Rhodes reported the end of the General Assembly spring legislative session, with the TIF legislation not having passed at this time, and the LGDF share being increased from 6.06% to 6.16%. He also reminded everyone that the Economic Interest Statements are due May 1st, and that there are penalties for failure to file on time.

Village Manager Mellor thanked the Board for working collaboratively with staff on getting a budget approved with no debt and no property tax increase.

Mayor Pro Tem McCarthy thanked Jan Smith for coming in to speak tonight and invited other members of the public to come in to voice their questions and concerns as well; thanked staff for their hard work putting together a budget that aligns with the goals of Carol Stream residents; reminded residents to clean up their storm drains and be prepared for street construction starting; and reported on the Bags Tournament donations handed out at a three-hour event at Chrissy's last week.

At 6:33 p.m., Trustee Garvey moved and Trustee Zalak made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, Gieser and McCarthy

Nays: 0

Abstain: 0

Absent: 2 Trustees Berger and Frusolone

The motion passed.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
April 25, 2022.***

Mr. Farace stated since Chairman Parisi is unable to attend this meeting, an acting chairman needs to be appointed. Commissioner Meneghini nominated Commissioner Tucek and Commissioner Morris seconded the motion.

Acting Chairman Tucek called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Patty Battaglia, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

Present: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek
Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi
Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia, Planning and Permitting Assistant; a representative from County Court Reporters

MINUTES:

Commissioner Meneghini moved and Commissioner Morris seconded the motion to approve the minutes of the Regular Meeting held on February 28, 2022.

The results of the roll call vote were:

Ayes: 3 Commissioners Meneghini, Morris, and Acting Chairman Tucek
Nays: 0
Abstain: 1 Commissioner Petella
Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by a majority vote.

PUBLIC HEARING:

Acting Chairman Tucek asked for a motion to open the Public Hearing. Commissioner Meneghini moved and Commissioner Morris seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek
Nays: 0
Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

Case #21-0026 – LiUNA – 4N210 Old Gary Avenue

Rezoning upon Annexation
Special Use Permit for a Union Hall and Training Facility
Front Yard Building Setback Variation

Acting Chairman Tucek swore in Mr. Steven Edwards and Mr. Keith Vitale and asked them to give their presentation.

Mr. Edwards stated we are proposing three items: the zoning map amendment, the Special Use Permit for the union hall facility, and a variation for a reduction in the front yard setback.

Acting Chairman Tucek asked for questions or comments from the audience and there was none.

Acting Chairman Tucek asked Mr. Farace to provide a Staff Report.

Mr. Farace stated LiUNA is seeking approval to rezone the property on Old Gary Avenue once it is annexed into the Industrial District, along with a Special Use Permit and a front yard building setback variation request. The main facility LiUNA has is just north of the subject property, was annexed into the Village in the mid 1990s and was granted a Special Use Permit for a training center and union hall. About two years ago LiUNA purchased the property just directly south of their main facility. This building has been utilized for some additional training opportunities and they would like to annex this property into town. Whenever there is an annexation request there is an annexation agreement prepared and will be reviewed by our Village Board at a later date. Being reviewed tonight is rezoning the property to Industrial which matches the zoning designation of their main property to the north. Staff is supportive of rezoning this property for consistency purposes. They are also requesting a Special Use Permit for a union hall and training facility which is consistent with the main facility. On the subject property they are proposing some modifications to the front of the property along Old Gary Avenue. There are some parking spaces located in the Old Gary Avenue right-of-way due to Old Gary Avenue being widened in the past. This will be modified so the parking setback will be maintained with Village codes along with some landscaping along the property frontage. There will also be some hard surfaced, additional parking in the back of the property and the two driveways, or curb cuts, that are along Old Gary will be reconfigured so they still have access to the property as well as the rear of the property where the new parking lot is located. There will also be a shared access point with their main property to the north to have inner connectivity between the two properties. The main building will continue to be used as a training facility and the landscaping proposed will include additional trees, shrubs and groundcover that will provide the beautification and the screening you normally see along property frontages. Staff is supportive of the Special Use Permit and the modifications that support our current code and ordinances. There is a Variation being requested for a front yard building setback. In the Industrial District a building has to be setback either 40 or 60 feet depending on the width of the roadway itself. In the case of Old Gary Avenue, it is 60 feet. However, the right-of-way extends to only about 17 feet from the property line to the building which was an existing condition under DuPage County regulations at the time. There is a hardship because you couldn't pick up the building and shift it back 60 feet from Old Gary Avenue so staff feels comfortable supporting the setback variation. There is also some additional landscaping being proposed and some of the parking lot is being removed to meet those provisions for property frontages. Therefore, we are supportive of the rezoning, Special Use and the front yard variation requests.

Acting Chairman Tucek asked if there were any comments or questions from the Commission.

Commissioner Meneghini asked Mr. Vitale if he was aware of Staff's conditions.

Mr. Vitale replied yes.

Commissioner Morris asked if the open site on the property will be used for outdoor training.

Mr. Vitale stated it would not be used for training but would probably be grassed and used as a patio area.

Commissioner Morris asked if they were thinking about putting another building on the site.

Mr. Vitale responded no.

Commissioner Petella asked what improvements will be made on or near the grass area.

Mr. Vitale stated they will remove asphalt and use concrete and generally beautify the property.

Commissioner Morris asked if the house located to the south of this property was owned by anybody.

Mr. Farace stated he believes it is not vacant and owned by somebody.

Mr. Vitale stated the house is owned by Mr. Donald Stark. The property has a 1,000 square foot house and a 15 car garage used to store elite cars.

Commissioner Morris asked if Mr. Vitale was going to purchase the Stark property.

Mr. Vitale responded no, not right now.

Acting Chairmain Tucek asked if LiUNA purchased this property.

Mr. Farace responded yes, they purchased the property.

Commissioner Meneghini moved and Commissioner Petella seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, May 16, 2022, at 6:00 PM for review.

Case #22-0014 – Village of Carol Stream – 500 N. Gary Avenue
Zoning Text Amendment – Unified Development Ordinance (UDO)-Miscellaneous Modifications

Acting Chairman Tucek swore in Mr. Tom Farace and asked him to give his presentation.

Mr. Farace stated this is another round of some modifications to the UDO. The following tweaks need to be made:

- Article 3 needs to have the word 'Crematory' added as a Special Use in the Industrial District
- Under Use Specific Standards in Article 4 there is a provision in 16-4-15 where we have to cross out the word 'Shadow Box' for allowable fences at certain properties because it is dependent on where the property is located and the criteria in the code.
- In Section 16-4-18 there is one strike out because it has the wrong citation for this section. It will be changed from 16-5-9 to 16-5-8.
- Article 5, Development Standards, under the parking requirements the word 'crematory' needs to be added.
- Under the Landscape Section, 16-5-6, the current wording for right-of-way landscaped areas will be changing. Rather than have a specific section, the Village is about to approve an Urban Forestry Management Plan and this will be cited in the UDO. This plan is being spearheaded by our Public Works and Administration Departments.
- The section 16-5-8 in the Fence Code has to do with the fencing and criteria we had for properties that are through lots (a lot with a street in front of the property and a street abuts the rear of the property) and having a certain type of fence style of wood or composite wood, shadow box style fence. Since a corner lot was not referenced as a through lot, we want to include these corner lots along roadways for consistency purposes. We also found two streets (not major streets) Birchbark Trail where no houses have driveways from this roadway, and Woodhill Drive, which did not meet the code for this section because under the current code, they could have any kind of fence. This would not show consistency so we are adding these two streets to follow the code as a shadow box style fence.
- In Section 16-5-8 we have certain stipulations for exemptions for fencing and wherever you have a single family residential property that's adjacent to a 'public' recreational use. So if it's adjacent to a park or just a publicly owned open space we allow someone to have a 6 foot fence versus just a 5 foot tall, standard fence. Since we do have some privately owned recreational properties (for example a homeowner's association has a green or garden space which is not owned by the Village or the Park District) we felt it makes sense for them to have a 6 foot tall fence as well. We propose the wording to state 'public' or 'private' uses.

We are hoping to modify the above provisions.

Acting Chairman Tucek asked for questions or comments from the audience and there were none.

Commissioner Morris asked if a person does not want a fence at all, are they required to have one.

Mr. Farace stated they are not.

Commissioner Morris asked if I'm located on Birchbark Trail, I do not have to put up a fence if I don't want to.

Mr. Farace replied that is correct.

Acting Chairman Tucek asked if all the fences need to be shadow box style.

Mr. Farace stated it depends on where the property is located and if your parcel is considered a through lot. So section 16-4-15 refers to any property in town so we need to remove the wording 'shadow box style'.

Commissioners Meneghini and Petella had no questions.

Commissioner Petella moved and Commissioner Morris seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, May 2, 2022, at 6:00 PM for review.

Acting Chairman Tucek asked for a motion to close the Public Hearing. Commissioner Morris moved and Commissioner Petella seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

NEW BUSINESS:

OLD BUSINESS:

OTHER BUSINESS: Cancel May 9, 2022, PC/ZBA Meeting

Commissioner Petella moved and Commissioner Morris seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

ADJOURNMENT:

At 6:29 p.m. Commissioner Meneghini moved and Commissioner Morris seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 4 Commissioners Meneghini, Morris, Petella and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Battisto, Christopher and Chairman Parisi

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Patty Battaglia
Planning and Permitting Assistant

Minutes approved by Plan Commission on this ____ day of _____, 20____.

Chairman

PROCLAMATION

Designating May 20th Bike to Work Day

WHEREAS, for more than a century the bicycle has been a utilitarian, economical, and environmentally sound means of personal transportation, recreation and fitness; and

WHEREAS, the Village encourages biking as a recreational activity and an alternate means of transportation through over 23 miles of paths and trails that connect with parks, points of interest, and transportation hubs; and

WHEREAS, the Village is extending the Kuhn Road trail this year, the Lies Road trail next year, and intends to construct the Southeast trail the following year with the assistance of State and Federal funding; and

WHEREAS, the Village recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of Village roadway and pedestrian paths; and

WHEREAS, the Village encourages the increased use of the bicycle, benefiting all residents by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering physical fitness; and

WHEREAS, the Village recognizes the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the development of bicycle facilities in its overall land use plan; and

WHEREAS, May is National Bicycle Month.

NOW, THEREFORE BE IT RESOLVED THAT, I, Mayor Pro Tem Matt McCarthy & Carol Stream Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim

May 20th Bike to Work Day

in Carol Stream and encourages all residents to ride their bicycles to work, the store, to the park, around their neighborhoods and with friends and family and also challenge local employers to incentivize their employees that have safe means of bike travel to their workplace to do so as well.

PROCLAIMED THIS 2nd DAY OF MAY 2022

Matt McCarthy, Mayor Pro Tem

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director *DB*

DATE: April 28, 2022

RE: **Agenda Item for the May 2, 2022 Village Board Meeting – Public Hearing for an Annexation Agreement for 4N210 Old Gary Avenue (LiUNA Chicagoland Laborers’ District Council Fund)**

This memorandum is intended to coordinate a public hearing regarding an Annexation Agreement for property recently purchased by LiUNA Chicagoland Laborers’ District Council Fund at 4N210 Old Gary Avenue.

Background

LiUNA Chicagoland Laborers’ District Council Fund, located at 1200 Old Gary Avenue in Carol Stream, recently purchased the unincorporated one-acre parcel at 4N210 Old Gary Avenue, which is immediately adjacent to and south of its main property. LiUNA wishes to annex this parcel and continue using it for its laborers’ training programs. For the Village Board’s information, at the April 25, 2022 Plan Commission meeting, the Commission recommended approval of rezoning the property to the I Industrial District, a special use permit for a union hall and training facility, and a front yard building setback variation, upon annexation, by a 4-0 vote.

The attached notice of public hearing was published in *The Examiner* on April 13, 2022, enabling the Village Board to hold a public hearing on the Annexation Agreement at its May 2, 2022 meeting.

Discussion

As noted, LiUNA Chicagoland Laborers’ District Council Fund proposes to continue using the buildings and property at 4N210 Old Gary Avenue for its training programs for laborers and construction workers. Highlights of the attached Annexation Agreement include:

- Within one year of the execution of the Annexation Agreement, LiUNA must obtain building permits and connect the building on the property to the Village’s public water system and public sanitary sewer system.
- Within one year of the execution of the Annexation Agreement, LiUNA must remove all pavement between the building and the front property line, other than the approved driveways, and plant landscape materials in accordance with the approved landscape plan.
- Within 21 days following the execution of the Annexation Agreement, LiUNA shall pay the Village \$29,347.56, which is cost of public improvements to Old Gary Avenue.

- Within six months of the execution of the Annexation Agreement, LiUNA shall file an application for a Plat of Consolidation, consolidating the 4N210 Old Gary Avenue parcel with the larger parcel at 1200 Old Gary Avenue.

The aerial photo below shows the parcel that is the subject of the Annexation Agreement outlined in blue. In addition to the removal of asphalt and installation of landscape materials in front of the building, LiUNA also plans to install a 22-space parking lot behind the building, with a driveway connection to the main parking lot to the north.



RECOMMENDATION

Staff recommends that the Village Board open the public hearing as noticed at the May 2 meeting. If there are no questions, the Board should close the public hearing. If there are questions that require further coordination with the applicant, the Board should continue the public hearing to the May 16 Village Board meeting. The applicant is currently working on revisions to the Plat of Annexation, so ordinances approving the Annexation, Annexation Agreement, Rezoning upon Annexation, Special Use Permit and front yard setback Variation will be placed on the May 16 agenda for Board action.

DTB:db

Certificate of the Publisher

Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Carol Stream. The Examiner of Carol Stream is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Carol Stream, township of Bloomingdale, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Examiner of Carol Stream, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on April 13, 2022 and the last publication of the notice was made in the newspaper dated and published on April 13, 2022. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Carol Stream, Illinois, on April 13, 2022.

Examiner Publications, Inc.

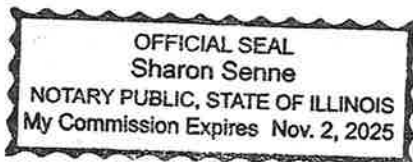
By: Publisher



Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this 13 day of April, A.D. 2022.

Notary Public



and twelve hundredths (132.12) feet of the east three hundred and thirty (330) feet of the east half of the northeast quarter of the southwest quarter of Section twenty (20), Township forty (40) north, Range ten (10) east of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 02-20-300-005

Parcel Address: 4N210 Old Gary Avenue, Hanover Park, Illinois 60133

The parcel of property comprises approximately 1.0 acre and is located on the west side of Old Gary Avenue, approximately 575 feet south of Stark Drive (the Subject Property). It is proposed that upon annexation the Subject Property will be zoned I Industrial District and that special use approval will be granted to allow for the property to be used as a union hall and training facility. A variation to reduce the front yard building setback for the existing building from 60 feet to 37 feet is also proposed to be granted.

A copy of the annexation agreement and an accurate map of the Subject Property are on file with the Community Development Department and available for inspection. The proposed annexation agreement may be changed, altered, modified, or amended after the public hearing. All interested parties will be given an opportunity to be heard. Written comments with respect to the proposed annexation agreement may be submitted to the Village Clerk by 4:00 p.m. on May 2, 2022.

By order of the Village Board, Village of Carol Stream, Illinois. Published in The Examiner, Wednesday, April 13, 2022.

The Village of Carol Stream, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, requiring accommodations to allow observance of and/or participation in this meeting or who have questions about the accessibility of meeting facilities, contact the Village's ADA Coordinator, the Assistant Village Manager at (630) 871-6252 or call TDD (630) 668-5785, at least 24 hours before the meeting.

/s/ Julia Schwarze
Village Clerk
Village of Carol Stream

As published in *The Examiner* April 13, 2022. 0413

NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BY THE VILLAGE OF CAROL STREAM 4N210 OLD GARY AVENUE

Notice is hereby given that on Monday, May 2, 2022, at 6:00 pm, the Mayor and Board of Trustees of the Village of Carol Stream will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, pursuant to 65 ILCS 5/11-15.1-1 et seq., for the purpose of considering and hearing testimony regarding a proposed annexation agreement with LIUNA Chicagoland Laborers' District Council Fund, and the annexation of a parcel of property located on the west side of Old Gary Avenue, approximately 575 feet south of Stark Drive, and legally described as follows:
The south one hundred and thirty-two

1 **ANNEXATION AGREEMENT**

2
3 **4N210 Old Gary Avenue**
4 **HANOVER PARK, ILLINOIS 60133**

5
6 This Agreement made and entered into this ____ day of _____, 2022, by
7 and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter
8 referred to as the "Village") and LiUNA Chicagoland Laborers' District Council Fund
9 (hereinafter referred to as the Owner).

10 **W I T N E S S E T H:**

11 **WHEREAS**, the Owner constitutes all of the owners of record of certain real
12 estate, described as follows:

13 THE SOUTH ONE HUNDRED AND THIRTY-TWO AND TWELVE HUNDREDTHS
14 (132.12) FEET OF THE EAST THREE HUNDRED AND THIRTY (330) FEET OF
15 THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST
16 QUARTER OF SECTION TWENTY (20), TOWNSHIP 40 NORTH, RANGE 10 EAST
17 OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

18 **PIN: 02-20-300-005**

19 (hereinafter referred to as the "Property"); and

20 **WHEREAS**, the Property consists of approximately 1.001 acres and is located at
21 4N210 Old Gary Avenue in unincorporated Bloomingdale Township, DuPage County,
22 Illinois; and

23 **WHEREAS**, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS
24 5/7-1-8, the Owner has submitted to the Village a petition for annexation, requesting
25 that the President and Board of Trustees (hereinafter collectively referred to as the
26 "Corporate Authorities") annex the Property to the Village; and

27 **WHEREAS**, the Owner has submitted to the Village a petition for zoning upon
28 annexation, requesting the zoning of the Property upon its annexation to the Village as

29 I Industrial District pursuant to Section 16-3-6 (C) of the Village's Unified Development
30 Ordinance; and

31 **WHEREAS**, the Village has caused the issuance of proper notice with respect to
32 all hearings necessary in order to effectuate the annexation, rezoning, and such other
33 hearings as may be necessary to effectuate the plan of development as set forth herein;
34 and

35 **WHEREAS**, a public hearing was held by the Plan Commission / Zoning Board
36 of Appeals on said rezoning as required by the Unified Development Ordinance of the
37 Village and the Plan Commission / Zoning Board of Appeals has submitted to the
38 Corporate Authorities of the Village (hereinafter referred to as the "Corporate
39 Authorities") their findings of fact and recommendation with respect to said rezoning;
40 and

41 **WHEREAS**, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois
42 Municipal Code, 65 ILCS 5/11-15.1-1 et seq., a proposed Annexation Agreement, in
43 substance and in form the same as this Agreement, was submitted to the Village for
44 public hearing and a public hearing was held thereon by the Corporate Authorities
45 pursuant to notice duly published in a newspaper of general circulation, and as provided
46 by law; and

47 **WHEREAS**, the Property is contiguous to the Village, and none of the Property is
48 presently within the corporate limits of any other municipality; and

49 **WHEREAS**, there are currently no electors residing upon the Property; and

50 **WHEREAS**, the parties hereto desire that the Property be annexed to the Village
51 on the terms and under the conditions hereafter set forth; and

52 **WHEREAS**, notice has heretofore been served on all public bodies pursuant to
53 the provisions of Section 7-1-1 of the Illinois Municipal Code; and

54 **WHEREAS**, the Property is not within a library district and, no roads adjacent to
55 or on the Property are under the jurisdiction of a township and the Village does not
56 provide any fire protection services and therefore no notice is required to be given to any
57 such agencies or entities; and

58 **WHEREAS**, the Property is within the Kane-DuPage Soil and Water Conservation
59 District and notice has been given to the agency; and

60 **WHEREAS**, the Village Board has determined that the annexation of the Property
61 and the implementation of this Agreement are in the best interests of the Village, and
62 will further the orderly growth of the Village and promote the general welfare of the
63 Village; and

64 **WHEREAS**, the Village is a Home Rule Unit pursuant to the provisions of the
65 Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the
66 Village under this Agreement are entered into and performed pursuant to the Home Rule
67 powers of the Village and the statutes in such cases made and provided.

68 **NOW, THEREFORE**, in consideration of the mutual covenants, agreements,
69 terms and conditions herein set forth, the Owner and the Village agree as follows:

70 1. The provisions of the recitals hereinabove set forth are hereby restated and
71 incorporated herein by reference.

72 2. The Owner has filed with the Village Clerk a duly executed petition to
73 annex the Property which constitutes territory contiguous to the Village pursuant to
74 and in accordance with the provisions of Illinois Compiled Statutes 5/7-1-1, and subject
75 to the provisions of Paragraph 3 below, the Village will annex the Property. The Village
76 may record any Petition for Annexation submitted and this Agreement in the Office of
77 the Recorder of Deeds of DuPage County.

78 3. Within 21 days of the execution and adoption of this Agreement, the
79 Village, through the action of its Corporate Authorities, shall annex the Property to the
80 Village upon the terms and conditions of this Agreement, and do all things necessary or
81 appropriate to cause the Property to be validly annexed to the Village, including, the
82 enactment of an ordinance annexing the Property to the Village. The Village shall notify,
83 as required by law, all entities or persons of such annexation and promptly record all
84 ordinances, plats and affidavits necessary to said annexation, in accordance with any
85 and all statutory and ordinance requirements.

86 4. Upon annexation and subject to the terms and conditions of this
87 Agreement, the Property shall be zoned as I Industrial District under the Village's Unified
88 Development Ordinance. The Corporate Authorities shall also enact an ordinance
89 granting a special use permit for a union hall and training facility and also granting a
90 front yard building setback variation. The Owner shall develop, use and maintain the
91 Property in accordance with the approved site plan and landscape plan. All uses of the
92 Property existing while the Property was within unincorporated DuPage County will be
93 discontinued upon annexation to the Village. Only the use authorized by the special use
94 permit granted by the Corporate Authorities shall be allowed upon the Property.

95 5. The Village shall have the authority to revise the address of the annexed
96 property to coincide with the Village's grid system.

97 6. The annexation fee payable to the Village by the owner is \$600.00, which
98 must be paid within 21 days following the date of the execution of the Annexation
99 Agreement by the Village.

100 7. In order to service the Property with water service, the Owner shall be
101 required, as a condition of receiving an occupancy permit for the building, to connect to

102 the existing water main and water system of the Village at the Owner's sole cost and
103 expense, in accordance with the provisions set forth in Section 22A of this Agreement.

104 8. In order to service the Property with sanitary sewer service, the Owner
105 shall be required, as a condition of receiving an occupancy permit for the building, to
106 connect to existing sanitary sewer and sewer system of the Village at the Owner's sole
107 cost and expense, in accordance with the provisions set forth in Section 22A of this
108 Agreement.

109 9. As a condition of receiving an occupancy permit for the building upon the
110 Property, all existing septic systems contained on the Property shall be removed and
111 any wells on the same shall be capped in accordance with the requirements of the
112 DuPage County Department of Public Health, and in accordance with Section 22B of
113 this Agreement. Further, the Owner shall file a copy of the affidavit of compliance
114 required by the DuPage County Health Department with the Director of Public Works
115 for the Village of Carol Stream.

116 10. The Owner shall pay the Water and Sewer Expansion Connection Fee, the
117 water meter fee, the sewer and water tap-on fees and the user fees relating to sewer and
118 water installations and services shall be those charges generally applicable in the Village
119 for similar installations or services at the time that the fees or charges are due.

120 11. The Owner shall not be otherwise required by the Village to donate any
121 land or money to the Village or any other governmental body, except as provided in this
122 Agreement.

123 12. If the Property is not annexed to any fire protection district or park district,
124 the Owner shall promptly, upon the annexation of the Property to the Village, petition
125 for annexation to the Carol Stream Park District and the Carol Stream Fire Protection
126 District. If the Property is then part of a park district or fire protection district other

127 than the Carol Stream Park District or the Carol Stream Fire Protection District, the
128 Owner shall, at the written request of the Village, actively endeavor to disconnect from
129 such district and annex to the Carol Stream Park District and the Carol Stream Fire
130 Protection District.

131 13. The Village and the Owner agree that to the extent permitted by law, the
132 time for performance of any obligation herein contained may be extended by the mutual
133 agreement of the parties without the necessity of amending this Annexation Agreement.
134 The Village and the Owner shall be excused from any obligations under this Agreement
135 to the extent to which either is prohibited from fulfilling such obligation, or required to
136 take an action inconsistent with a provision of this Agreement because of a lawful order
137 or other action by a superior governmental authority. The Village and Owner shall give
138 notice to the other if either receives notice or has knowledge of the taking or proposed
139 taking of such action by a superior governmental authority. Upon the request of the
140 other party, either party may agree to contest such order or other action by judicial or
141 other proceedings, provided the other party equitably participated in the reasonable
142 expenses of such interest.

143 14. The Parties or their successors or assigns, may, in equity, by suit, action,
144 mandamus, injunction, or other proceedings in court, enforce and compel the
145 performance of this Agreement, including suits for specific performance, but they may
146 not seek monetary damages.

147 15. This Agreement shall be binding upon the Owner, as well as its respective
148 successors, assigns and heirs, and upon any successor Corporate Authorities of the
149 Village and successor municipalities for a period of twenty (20) years from the date of
150 execution hereof. It is agreed that, to the extent permitted by law, in the event the
151 annexation of the Property or this Agreement or zoning of any part of the Property is

152 challenged in any court proceeding which shall reasonably delay the development of the
153 Property, the period of time during which such litigation is pending shall not be included
154 in calculating the said twenty (20) year term.

155 16. If any portion of this Agreement or ordinance enacted pursuant hereto
156 shall be declared invalid, the same shall not affect the validity of this Agreement as a
157 whole other than the part so declared invalid. The parties shall then negotiate in good
158 faith to seek to reestablish the powers and duties found to be invalid. The Owner or the
159 Village shall be obligated to execute any document or take any additional action which
160 may be required to correct any defect which has resulted or could result in the
161 invalidation of this Agreement in whole or in part.

162 17. The Owner represents and warrants to the Village as follows:

163 A. That the Owner identified on page 1 hereof is the legal titleholder
164 and the Owner of record of the Property.

165 B. That other than the Owner no other entity or person has any
166 ownership interest in the Property.

167 C. That the Owner has provided the legal description of the Property
168 set forth in this Agreement and that said legal description is accurate and correct.

169 18. All notices, requests and demands shall be in writing and shall be
170 personally delivered to or mailed by United States Certified mail, postage prepaid and
171 return receipt requested, as follows:

172
173 For the Village:
174 Village of Carol Stream
175 Attn: Village Manager's Office
176 500 N. Gary Avenue
177 Carol Stream, IL 60188
178 Phone: 630-871-6250
179 Email: manager@carolstream.org; clerk@carolstream.org
180
181

182 For the Owner:
183 LiUNA Chicagoland Laborers' District Council Fund
184 Attn: Keith Vitale
185 Office: 630-653-0006
186 Email: keith.vitale@chicagolaborers.org
187

188 Any Party hereto shall have the right at any time, and from time to time, to
189 notify each of the other Parties hereto, of a change of address and/or designee for the
190 purpose of receiving any notices hereunder.

191 19. Notwithstanding any provision of this Agreement to the contrary, including
192 but not limited to the sale and/or conveyance of all or any part of the Property by the
193 Owner, the Owner shall at all times during the term of this Agreement remain liable to
194 Village for the faithful performance of all obligations imposed upon them by this
195 Agreement until such obligations have been fully performed or until Village, at its sole
196 option, has otherwise released such Owner from any or all of such obligations.

197 20. Any and all representations, warranties, indemnifications, covenants,
198 undertakings, and agreements contained herein shall survive the annexation of the
199 Property and shall not be merged or extinguished by the annexation of the Property or
200 any part thereof to the Village.

201 21. Failure of any Party to this Agreement to insist upon the strict and prompt
202 performance of the terms covenants, agreements, and conditions herein contained, or
203 any of them, upon any other party imposed, shall not constitute or be construed as a
204 waiver or relinquishment of any party's right thereafter to enforce any such term,
205 covenant, agreement or condition, but the same shall continue in full force and effect.

206 22. Special Terms and Conditions: As a condition of the Owner's obligations
207 under this Agreement, the Village and the Owner agree that:

208 A. All required permits must be obtained and connections to the Village's
209 public water system and public sanitary sewer system must be made
210 within one year of the date of the execution of the Annexation Agreement
211 by the Village.

212 B. All required property improvements, including removal of pavement and
213 installation of landscaping along the property frontage, and the removal of
214 septic system(s) and the capping of well(s) must also be completed within
215 one year of the date of execution of the Annexation Agreement by the
216 Village.

217 C. Payment for the estimated cost for public improvements to Old Gary
218 Avenue, in the amount of \$29,347.56, must be made within 21 days
219 following the date of the execution of the Annexation Agreement by the
220 Village.

221 D. The owner will file an application for a Plat of Consolidation with the Village
222 within six months of the date of the execution of the Annexation Agreement
223 by the Village.

224 23. This Agreement may be executed in multiple counterparts of duplicate
225 originals or with multiple signature pages each of which shall constitute and be deemed
226 one and the same document.

227 24. The undersigned Owner warrants that all of the individuals or entities
228 listed herein constitute all owners of the Property and that they have full authority and
229 power to sign the Agreement and any petitions submitted hereunder and that they have
230 not and will not take any action to change ownership in the Property until after this
231 Agreement is recorded.

232 25. The Mayor and Clerk of the Village hereby warrant that they have been law-
233 fully authorized by the Village Council of the Village to execute this Agreement. The
234 Owner and the Village shall, upon request, deliver to each other at the respective time
235 such entities cause their authorized agents to affix their signatures hereto copies of all
236 bylaws, resolutions, ordinances, partnership agreements, letters of direction or other
237 documents required to legally evidence the authority to so execute this Agreement on
238 behalf of the respective parties.

239 26. The Parties acknowledge and agree that the individuals who are members of
240 the group constituting the corporate authorities of the Village are entering into this

241 Agreement in their corporate capacities as members of such group and shall have no
242 personal liability in their individual capacities.

243 27. This Agreement sets forth all the promises, inducements, agreements,
244 conditions and understandings between the parties hereto relative to the subject matter
245 thereof, and there are no promises, agreements, conditions or understandings, either
246 oral or written, express or implied, between them, other than are herein set
247 forth. Except as herein otherwise provided, no subsequent alteration, amendment,
248 change or addition to this Agreement shall be binding upon the parties hereto unless
249 authorized in accordance with law and reduced in writing and signed by them.

250 28. A copy of this Agreement and any amendments thereto shall be recorded
251 by the Village at the expense of the Owner.

252 IN WITNESS WHEREOF this Agreement has been duly executed by whose
253 names are subscribed below or on the signature pages attached hereto from time to
254 time, and which pages are specifically incorporated herein.

255	OWNER	VILLAGE OF CAROL STREAM
256		
257	By: <u>Keith Vitale</u>	By: _____
258		
259	<u>Keith Vitale</u>	_____
260	(print name)	(print name)

261

262 Attest: _____


263 Village Clerk

264
265
266
267

268 STATE OF ILLINOIS)
269) SS
270 COUNTY OF DUPAGE)

271 I, the undersigned, a Notary Public, in and for the County and State aforesaid,
272 DO HEREBY CERTIFY that Keith Vitale, as the Executive Director of LiUNA Chicagoland
273 Laborers' District Council Fund, and personally known to me to be the same person
274 whose name is subscribed to the foregoing Petition to Annex, appeared before me this
275 day in person and severally acknowledged that he signed and delivered the said Petition
276 to Annex pursuant to authority given by said Corporation, as his free and voluntary act,
277 and as the free and voluntary act and deed of said Corporation, for the uses and
278 purposes therein set forth.

279
280 GIVEN under my hand and official seal, this 14th day of April, 2022.

281
282 
283 _____
284 Notary Public
285



286 STATE OF ILLINOIS)
287) SS.
288 COUNTY OF DUPAGE)
289

290 I, the undersigned, a Notary Public, in and for the County and State aforesaid,
291 DO HEREBY CERTIFY that _____, personally known to me to be the Mayor
292 of the Village of Carol Stream, and _____, personally known to me to be the Village
293 Clerk of said municipal corporation, and personally known to me to be the same persons
294 whose names are subscribed to the foregoing instrument, appeared before me this day
295 in person and severally acknowledged that as such Mayor and Village Clerk, they signed
296 and delivered the said instrument and caused the corporate seal of said municipal
297 corporation to be affixed thereto, pursuant to authority given by the Board of Trustees
298 of said municipal corporation, as their free and voluntary act, and as the free and
299 voluntary act and deed of said municipal corporation, for the uses and purposes therein
300 set forth.

301
302 GIVEN under my hand and official seal, this ____ day of _____, 20__.

303
304 Commission expires _____

305
306 _____
307 Notary Public
308

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: April 26, 2022

RE: **Agenda Item for the Village Board Meeting of May 2, 2022**
PC/ZBA Case 22-0014, Text Amendment for the Miscellaneous Modifications to the Unified Development Ordinance (UDO)

This is the fifth round of “fine tuning” for the Unified Development Ordinance (UDO) now that staff has been utilizing the Code since its adoption in July 2021. Staff reviewed the UDO and presented modifications in Article 3 (District Specific Standards), Article 4 (Use Specific Standards), and Article 5 (Development Standards) of the UDO at a public hearing before the PC/ZBA on April 25, 2022. Highlights of the proposed text amendments include provisions for exterior side yard fences along Birchbark Trail and Woodhill Drive (west of Kuhn Road), updated fencing provisions for single-unit residential properties adjacent to recreational uses, and the inclusion of crematories in the list of permitted and special uses and parking requirements for said use, which were inadvertently left out in last year’s UDO project. The PC/ZBA recommended approval of the proposed text amendments by a vote of 4-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the text amendments associated with Unified Development Ordinance, they should approve the amendments and adopt the necessary Ordinance.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works
Tia Messino, Assistant to the Village Manager

DATE: April 28, 2022

RE: Progress Report on Grant-funded Tree Inventory, Urban Forest Management Plan and Tree Preservation and Protection Ordinance Update

In February 2021 the Village entered into a grant agreement administered by the Morton Arboretum to conduct a parkway tree inventory, develop an Urban Forest Management Plan (UFMP) and update the Village Code with regard to the protection and preservation of trees on public property. A consultant, selected through a competitive process conducted by the Morton Arboretum, was brought on board to conduct the inventory and assist staff with the UFMP and Ordinance updates. That work is nearly complete and staff is preparing final documents for Village Board review later in May or early June.

At the May 2 Village Board meeting staff would like to update the Board on progress to date and present highlights of the inventory, UFMP and Ordinance updates. We are finalizing our work with the consultation, Arboretum and Village Attorney (with respect to the Code revisions). Staff will provide the Village Board with a final draft of the UFMP once completed so there will be plenty of time to review the full document.

Please include the attached Power Point presentation on the regular Board meeting agenda for May 2, 2022. Tia Messino and I will present the materials and address any questions the Board may have at this point.

Attachment



Grant Funding

- Urban and Community Forestry Grant -- \$20,000 (February 2021)
- Total Project Cost -- \$30,450
- Partners: Morton Arboretum and Great Lakes Urban Forestry Mgmt.

Goals of Grant

- Complete a tree inventory
- Develop an Urban Forest Management Plan (UFMP)
- Tree Protection/Preservation Ordinance - UPDATE
- All work must be completed by July 1, 2022

Tree Inventory

Data Collected in Summer/Fall 2021

Interesting Inventory Data

Total # of trees = **8,237**

Tree Cover = **56.42 acres**

% of trees under 6" DBH = **43%**

Oxygen Production = **142 tons/yr**

Pollution Removed = **1.49 tons/yr**

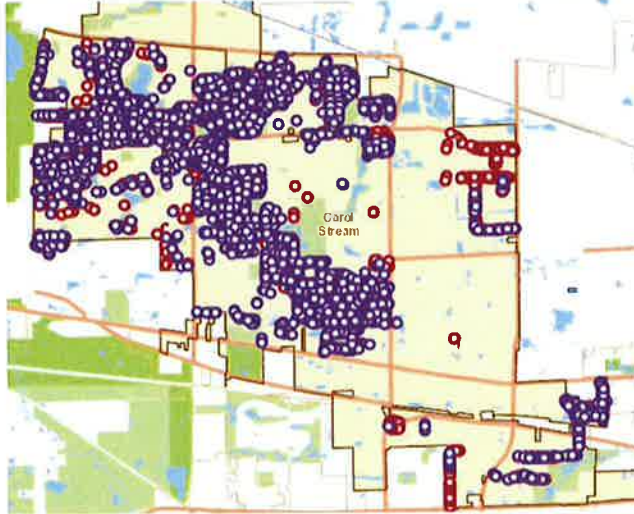
Benefits to residents = **\$1.1 mil/yr**

Commodity Value = **\$6,210,087**



Tree Inventory

Inventory integrated into Mapping and Asset Mgmt.



Prior records indicated there were 7,414 parkway trees.

Inventory revealed there are 8,237 trees parkway trees.

There are 758 open planting spaces in areas where parkway trees have been allowed.

*Also another 2,000 spaces where parkway trees not currently allowed.

Urban Forest Management Plan (UFMP)

Features of the UFMP

- Establish Goals
 - Managed tree removals, BMP's and enhance tree-preservation
- Increase Tree Diversity
 - Increase tree canopy, public education, maintain inventory
 - Consider impact of climate change
- Establish guidance for short and long-term budget planning
 - Planting, pruning, removals, tree risk assessments

Urban Forest Management Plan

MISSION STATEMENT

It shall be the mission of this Urban Forest Management Plan to outline goals and arboricultural Best Management Practices for the management of the urban forest to increase canopy cover, maximize the benefits of trees while minimizing cost, mitigate against climate change, and create a program to manage the urban forest in a manner that is both sustainable and flexible.



Urban Forest Management Plan (UFMP)

10- year Goals

Increase Average Tree Diameter



Ordinance

Best Management Practices Update

- Minimum space between trees now 30 feet
- Details pruning standards
- Tree preservation measures during construction
 - Staff can recommend best practices
 - Preservation Plan only required if affecting public trees



Ordinance

Establishes Tree Commission

Representatives serve 3 years

- Administration
- Public Works
- Engineering Services OR
- Community Development

Meets twice a year to:

- Update UFMP
- Provide Recommendations
- Administer VMO Projects
- Submit Annual Report

Ordinance

Violations, Fees, and Penalties

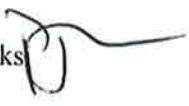
- Tree Removal Application
 - PW Director can waive \$50-\$500 fee
 - Applicant NOT responsible for restoration cost
- Ban on planting or harming public trees without approval
 - Fine \$50-\$500 depending on size
 - Also responsible for restoration and/or new tree costs
 - PW Director can waive fine



Questions?

Next Steps...

Village of Carol Stream
Interoffice Memorandum

MEMO TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 27, 2022
RE: Motion to Approve an Agreement for Architectural Services with StudioGC for PWC Improvements

In July 2021 the Village Board approved an architectural services agreement with StudioGC¹ for the purpose of completing a Space Optimization Study. That work was completed in December 2021 and served as the basis for developing a three-year improvement program for Public Works facilities beginning in FY2023.

The FY23 Capital Project Fund includes \$1,000,000 for completion of improvements at the Public Works Center (PWC), including: replacement of window and doors, replacement of the floor drain in the south garage, miscellaneous minor HVAC, electrical and plumbing improvements, replacement of vehicle exhaust systems in garages and installation of gear lockers².

The attached proposal for Architectural Services provides a detailed scope of services, compensation and schedule at a cost of \$56,700. There may also be some incidental costs related to plotting and printing, which should be limited to no more than \$650.

Staff has worked with StudioGC to prepare the attached services agreement to include planning, design, cost estimating and bidding assistance. The Village Attorney has also reviewed the attached documents. Once work under this agreement is completed and construction costs are known, staff will present an agreement for construction oversight services to the Village Board for consideration.

Staff recommends a Motion to approve an Agreement with StudioGC for planning, design, cost-estimating and bidding services for the Public Works Facilities Improvements Project up to the amount of \$57,350.

Attachment

¹ StudioGC was selected following a qualification-based selection process which included submittals from five firms.

² Staff is working on a separate agreement with an engineering consultant for replacement of the large generator that serves the PWC water pumping station and some of the buildings.

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of May in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

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

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
Telephone Number: 630-665-7050

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

StudioGC, Inc.
223 W. Jackson Blvd., Suite 1200
Chicago, IL 60606
Telephone Number: 312-253-3400

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

Village of Carol Stream
This agreement is to cover planning, design, project cost estimating and bidding services.
See attached proposal (Exhibit B).

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Int.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Village of Carol Stream, also referred to as Owner, intends to replace a number of outdated building elements. Please see attached document for intended scope of work.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

None, StudioGC owns no vehicles.

.3 Workers' Compensation

At statutory limits

.4 Professional Liability

Covers negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in aggregate.

§ 2.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers

§ 2.4 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the

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schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site as required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

None known

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

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§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5.
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement and only for their relative percentage degree of fault. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. As a condition of Architect's obligation to indemnify, Owner shall provide prompt written notice of the claim for which indemnification is sought and afford Architect the option to assume defense of the Owner, which Architect may elect or decline in its sole discretion..

§ 8.2 Mediation

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

§ 8.2.2 Prior to instituting mediation, on written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute within such ten (10) days, the parties may proceed to mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

.3 Other
(Describe the method of compensation)

Per attached proposal (Exhibit B)

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

At an hourly rate, or lump sum, as approved by the Owner

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At an hourly rate, or lump sum, as approved by the Owner

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

At an hourly rate, or lump sum, as approved by the Owner

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Per attached proposal (Exhibit B).

(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Per hourly rate schedule attached and incorporated herein as Exhibit C.

§ 11.8 Compensation for Reimbursable Expenses

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

Init.

- .1 Authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

In accordance with the Illinois Local Government Prompt Payment Act

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

Init.

.2

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Rider to B104

Exhibit B – Project Proposal

Exhibit C – Hourly Rate Schedule

.4 Other documents:

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

None

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

OWNER (Signature)

Robert Mellor, Village Manager
(Printed name and title)



ARCHITECT (Signature)

Craig Meadows, Principal
(Printed name, title, and license number, if required)

EXHIBIT "A"

RIDER TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AIA DOCUMENT B104-2017 EDITION, BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND STUDIOGC, INC. FOR ARCHITECTURAL SERVICES IN REGARD TO PUBLIC WORKS CENTER RENOVATION OF OUTDATED BUILDING ELEMENTS PROJECT

This Rider is attached to, and is incorporated into, the Standard Form of Agreement Between Owner and Architect, AIA Document B104-2017 Edition and its Exhibit "A" (this Rider), Exhibit "B" (Project Proposal) and Exhibit "C" (Hourly Rates) –(collectively "the Agreement") made and entered into by and between the Village of Carol Stream, 500 Gary Avenue, Carol Stream, Illinois 60188 ("Owner") and StudioGC, Inc., 223 W. Jackson Blvd., Suite 1200, Chicago, Illinois 60606 (the "Architect") for the purpose of supplementing and modifying certain terms and conditions of the Agreement. In the event of a conflict between the Agreement and its Exhibits "A", "B", and "C", the provisions set forth in this Rider shall govern and control. Where any provision of the Agreement is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

1. Add the following subsections to Article 10 (Miscellaneous Provisions):

Section 10.9: Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Owner to any FOIA request, the Architect agrees to provide all requested public records within five (5) business days of a request being made by the Owner. The Architect agrees to defend, indemnify and hold harmless the Owner and Owner's Affiliates and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Owner to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Architect's actual or alleged violation of the FOIA or the Architect's failure to furnish all public records as requested by the Owner. Furthermore, should the Architect request that the Owner utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, the Architect agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates, and agrees to pay all costs incurred by the Owner and the Owner's Affiliates connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines and any other expenses) to defend any denial of a FOIA request pursuant to the Architect's request to utilize a lawful exemption.

Section 10.10: Notice to Proceed with Services. The Architect shall commence the Services immediately upon receipt of a written notice to proceed from the Owner ("Commencement Date"). The Architect shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than each completion date designated by the Owner for each of the phases of the Services that are set forth in the Agreement and Exhibit "A". The Parties may mutually agree, in writing, to modify the completion date for each phase of Services. Delays caused

by the Owner shall extend any completion date in equal proportion to the delay caused by the Owner. In the event that the Architect performs any Services and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Owner in regard to the Project, the Services are performed and the expenses are incurred at the Architect's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Owner. Those actual, documented Services performed prior to the issuance of the Owner notice to proceed shall be paid by the Owner as part of the "not to exceed" Fee provided by this Agreement.

- A. Suspension of Services. The Owner, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Architect. The Architect must stop the performance of all Services within the scope of the suspension notice until the Owner directs the Architect in writing to resume performance of the Services.
- B. Phasing of Scope of Work. The Architect shall not commence performance of the Services on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Owner Representative, who shall be designated by the Owner (**The initial Owner's Representative shall be: Robert Mellor, Village Manager**). In the event that the Owner decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Architect, issued by the Owner, advising of the termination of this Agreement. In such case, the Owner shall be liable to the Architect only for payment of all actual, completed, documented Services through the date of termination, and the out-of-pocket expenses set forth in the Agreement. The Architect agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Agreement by the Owner based on the Owner's decision not to proceed with the Project or any phase of the Scope of Work.
- C. Reporting; Delivery Date of Final Report. The Architect shall regularly, and upon request of the Owner's Representative, provide both written, electronic (email) and verbal reports to the Owner Representative and to any other Owner staff or officials upon request regarding the progress of the Services. Upon final completion of the Services, the Architect shall deliver a final written report addressed to the Village Manager that confirms the completion of the Services (the "Final Report"). The Final Report shall be completed and delivered to the Owner on or before the Completion Date.
- D. Electronic Reporting. In addition to providing the Owner with paper copies of all reports, data or results and the Final Report, the Architect shall, to the extent possible, submit documentation regarding the Services to the Owner electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.

Section 10.11: Records; Audit. The Architect shall maintain records showing the Services performed and a record of additional services performed, and shall permit the Owner to inspect and audit all data and records of the Architect for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by the Owner, the records shall promptly be made available to the Owner or its auditors during normal business hours during the term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Architect to the Owner at a reasonable per-page photocopy expense or in an electronic or digital format at no charge.

Section 10.12: Compliance With Laws.

- A. **Compliance with Laws.** The Architect and its employees shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The Architect also must comply with applicable conditions of any Federal, State or local grant received by the Owner with respect to this Agreement. The Architect will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Architect's improper performance of, or failure to properly perform, any Services. In the event that the Architect or its employees, in performing the Services, are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Architect shall indemnify and hold the Owner harmless, and pay all amounts determined to be due from the Owner for such non-compliance by the Architect, including, but not limited to, fines, costs, attorneys' fees and penalties.
- B. **Employment of Illinois Workers on Public Works Act Compliance.** To the extent required by law, the Architect agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
- C. **Preference To Veterans Act Compliance.** To the extent required by law, the Architect will comply with the Preference to Veterans Act (330 ILCS 55).
- D. **Patriot Act Compliance.** The Architect represents and warrants to the Owner 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 Architect further represents and warrants to the Owner that the Architect 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Architect agrees to defend, indemnify and hold harmless the Owner and the Owner's Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- E. **Certifications by Parties.** The Parties to this Agreement shall further comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
 - (1) **Certification.** Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its

liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of State or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

Section 10.13: The Architect Representations.

- A. No Collusion. The Architect represents and certifies that the Architect is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Owner, unless the Architect is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Architect represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Owner prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Architect has, in procuring

this Agreement, colluded with any other person, firm or corporation, then the Architect shall be liable to the Owner for any loss or damage that the Owner may suffer, and this Agreement shall, at the Owner's option, be null and void.

B. Conflict of Interest. The Architect represents and certifies that, to the best of its knowledge: (1) no employee or agent of the Owner is interested in the business of the Architect or this Agreement; (2) as of the date of this Agreement, neither the Architect nor any person employed or associated with the Architect has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Architect nor any person employed by or associated with the Architect shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Section 10.14: Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Owner and the Architect shall be addressed to, and delivered at, the following addresses:

StudioGC, Inc.
223 W. Jackson Blvd, Suite 1200
Chicago, Illinois 60606
Attention: Craig Meadows
Email Address: c.meadows@studiogc.com

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attention: Village Manager
Email Address: bmellor@carolstream.org

This Rider entered into on the day and date first shown above.

FOR THE OWNER:

FOR THE ARCHITECT:

VILLAGE OF CAROL STREAMS

STUDIOGC, INC.



ATTEST:

ATTEST:

Village Clerk

By: Vicki Luczynski
Its: Accounting Director



223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

EXHIBIT B

Architectural Services Proposal

DATE: April 14, 2022
TO: Mr. Phil Modaff
Email: pmodaff@carolstream.org
FROM: Craig S. Meadows, AIA
RE: Public Works 2022 Improvements

Scope of Architectural Services:

StudioGC shall provide the following project specific scope of services, in accordance with the executed AIA B014-2017 for the Village of Carol Stream Public Works Department at the Public Works Building located at 124 Gerzevske Lane, Carol Stream IL.

Scope of work includes:

- Kick-off meeting and detailed building investigation.
- Design Development Review meeting to confirm scope and solutions.
- Creation of Construction Documents with reviews at 30% 60% and 100% for Owner comment.
- Issuance of Bid Documents with Owner review and approval.
- See attached matrix document for specific scopes of work to be incorporated into the scope of work.
- Cost Estimates to be provided at the conclusion of Design Development and at 100% Construction Documents.

Please note Construction Administration is not included within this scope of work. It is anticipated that StudioGC will be hired later to provide this service.

ITEMS PROVIDED BY OTHERS:

None.

Compensation

Compensation will be based on a lump sum fee of \$ 56,700 per the following:

Reimbursable expenses, not listed above, will be invoiced at one and one-tenth (1.10) the cost billed to the Architect and shall be limited to plotting and printing costs.



Schedule

We can proceed with these assignments as soon as authorized to do so. If these terms are generally acceptable, please sign below and we will prepare the contracts. If you wish to discuss the scope of services in more detail, we are available to do so at your convenience.

If acceptable, please sign and forward one fully executed original of this document to our office. Retain a copy for your contract file.

FOR THE OWNER:

FOR THE ARCHITECT:

VILLAGE OF CAROL STREAM

STUDIOGC, INC.



ATTEST:

ATTEST:

Village Clerk

By:



Its: Accounting Director

cc: Vicki Luczynski, StudioGC



223 West Jackson Boulevard
Suite 1200
Chicago, IL 60606
Phone: 312 253 3400

EXHIBIT C

HOURLY RATE SCHEDULE

Principal	\$ 250.00
Associate Principal	\$ 170.00
Associate Senior Manager	\$ 134.00
Architect III	\$ 113.00
Architect II	\$ 98.00
Architect I	\$ 87.00
Intern	\$ 59.00
Administrative Support Services	\$ 54.00

Note: Rates are subject to yearly adjustment

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Tia Messino, Assistant to the Village Manager
DATE: April 21, 2022
RE: Independence Day Fireworks – 2022

Attached for your consideration is a \$28,000 proposal for a fireworks show on Saturday, July 2nd, 2022. Pyrotecnico Fireworks Inc. recently acquired Melrose Pyrotechnics who reliably provided these services in the past, we expect the same service from this newly merged company.

The Village has also secured a \$10,000 sponsorship from Jacobs Engineering to go towards these fireworks. We are grateful for this show of community support. In addition, the Carol Stream Park District will allow the Village the use of Hampe Park and will provide site security.

Staff recommends approval of a contract in the amount of \$28,000.00 with Pyrotecnico subject to Chapter 5, Article 8, Sections 5-8-14 (A) and (B) of the Village of Carol Stream Code of Ordinances. Staff further requests authorization to execute the contract and commit Pyrotecnico for our July 2nd show.

Attachment

PYROTECNICO FIREWORKS, INC.
AGREEMENT

This contract entered into this 10th Day of March, 2022 by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and Village of Carol Stream (CUSTOMER) of City Carol Stream State Illinois.

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer. Said display to be given on the evening of July 2, 2022 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of \$28,000.00 (Twenty eight thousand and 00/100 dollars). A 50% deposit is due May 23, 2022. A service fee of 1 ½% per month shall be added if account is not paid in full within 30 days of the show date.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back distance of 350 feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the fireworks event.
- (c) Protection of the display area by roping-off or similar facility.
- (d) Adequate police protection to prevent spectators from entering display area.
- (e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico Fireworks, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECNICO FIREWORKS, INC.

By 

Date Signed: March 10, 2022

P.O. Box 149
New Castle, PA 16103
724-923-6601

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____
(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Tia Messino, Assistant to the Village Manager
DATE: April 22, 2022
RE: Alcohol Concession Agreement-2022 Taste of Carol Stream

Attached for your review and consideration is an agreement between the Village, Carol Stream Chamber and Carol Stream Rotary Club for the sale of beer, wine, hard seltzer, and hard cranberry lemonade at the upcoming 2022 Taste of Carol Stream at the Town Center on June 11th. The Rotary Club has been licensed to sell alcohol at the Summer Concert Series for the last six years excluding concerts affected by Pandemic Mitigations. The Rotary Club has sold alcohol without incident during this time period and this agreement is largely based on the language used for the 2022 Summer Concert Series.

The Rotary Club raised over \$8,100 at the 2019 Summer Concert Series. This money has been allocated for local community projects, such as Christmas Sharing, local food pantries, Glenbard North Post Prom, college scholarships for Carol Stream residents, the Humanitarian Service Project, and the like. The agreement for 2022 contemplates continued community support from proceeds.

Staff recommends approval of the agreement.

Attachment

**VILLAGE OF CAROL STREAM, CAROL STREAM CHAMBER OF COMMERCE, AND
CAROL STREAM ROTARY CLUB
TASTE OF CAROL STREAM AGREEMENT**

This agreement is by and between the Village of Carol Stream (the Village), the Carol Stream Chamber of Commerce (the Chamber) and the Carol Stream Rotary Club (Rotary).

A. The Chamber intends to host an event known as the "Taste of Carol Stream" on June 11, 2022 at the Ross Ferraro Town Center. The Village desires to allow the sale of alcoholic beverages in the form of Beer, Wine, Hard Cranberry Lemonade, and Hard Seltzer for the Taste of Carol Stream.

B. Rotary has provided volunteer services dispensing beer, wine and alcohol coolers capably for the past six Village summer concert series excluding those affected by Pandemic Mitigations. Further, Rotary donates proceeds of beverage sales to charitable causes in the Village.

C. Rotary desires to provide volunteer services for the Chamber in connection with its 2022 Taste of Carol Stream and the Chamber desires that Rotary provide its volunteer services to purchase, sell and dispense beer, wine, and hard lemonade for the Chamber's event.

D. The parties wish to document in writing their respective duties and obligations in connection with alcoholic beverage sales for the 2022 Taste of Carol Stream.

NOW, THEREFORE, in consideration of the Terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference and made a part of this Agreement.
2. Patrons will not be allowed to leave the Town Center Concert area with beer, wine, hard cranberry lemonade, or hard seltzer including areas outside of the concert music area, in the parking lot, in vehicles or on any street within the Village of Carol Stream.
3. Rotary shall apply for and obtain a local liquor license for alcoholic beverage sales. This is required for Rotary to obtain its license from the State for serving beer, wine, hard lemonade, and hard seltzer at the event. Rotary needs the local liquor license at least one month in advance of the event in order to obtain the State license.
4. Rotary shall contract for and obtain the products to be sold at the event. The products shall be beer, wine, hard seltzer, and hard cranberry lemonade. All products shall be dispensed to patrons in aluminum bottles/cans and sold to patrons for \$5.00 each for a 16 oz. beer, 6 oz. plastic bottles of wine, or a 12 oz. - 14 oz. hard cranberry lemonade. In lieu of a per person drink limit, Rotary Club Members assigned to serve will be required to diligently look for signs of intoxication and to deny service to those patrons.

5. Rotary shall obtain liquor liability insurance in the amount of \$1,000,000 insuring the Village, the Chamber, and Rotary for alcoholic beverage sales. The Village, its officers, agents and employees shall be listed as an insured on a primary and non-contributory basis. Rotary shall provide the Village with a copy of the certificate of insurance, additional insured endorsement and State of Illinois Liquor Control Commission Special Event License prior to the 2022 event.

6. The Chamber shall obtain general liability insurance in the amount of \$1,000,000 insuring the Village, the Chamber, and Rotary. The Village, its officers, agents and employees shall be listed as an insured on a primary and non-contributory basis. The Chamber shall provide the Village with a copy of the certificate of insurance and additional insured endorsement.

7. The hours for the Beer Garden determined by the Chamber, with approval from the Village for sale of alcoholic beverages shall be from 11:30 a.m. to 2:30 p.m. at the June 11th event.

8. The Chamber shall ensure there are at least two event food vendors selling food, before alcohol sales may begin.

9. The Village shall provide security for the Town Center area where alcoholic beverages are sold and stored during the events. This shall specifically include a secure storage location for alcoholic beverages used at the Town Center. The Village shall provide ice and/or refrigerated storage for Rotary use to cool alcoholic beverage products.

10. Rotary shall be responsible for selling alcoholic beverages only as described above, for complying with all State of Illinois and Village of Carol Stream regulations regarding the sale of alcoholic beverages and the posting of regulatory signage and for checking the identification and dispensing the products to patrons of legal drinking age. All Rotary volunteers selling or serving alcoholic beverages shall be Basset trained per Village regulations and shall not consume intoxicating substances while working this event. The Rotary Club shall be responsible for checking the ages of patrons seeking to be served products to determine that they are of legal age and affixing wristbands to those of legal age. Rotary shall sell and serve products only to those patrons wearing wristbands.

11. The Chamber shall provide tables and chairs for Rotary use while selling and dispensing alcoholic beverages. The Village and Chamber shall be responsible for clean-up of the Town Center concert area, including cleaning tables, restrooms and removing trash. Rotary shall be responsible for maintaining/cleaning their alcoholic beverage sales area and removal/storage of coolers, tables, chairs and beverages used for the sale of their product.

12. Rotary shall be responsible for providing sufficient and appropriate staffing to dispense the products to the patrons during the hours specified above.

13. Rotary agrees to use proceeds from the sale of alcoholic beverages at this event to support charitable endeavors within the Village of Carol Stream.

14. Any party may terminate this agreement upon 14 days written notice.

AGREED:

THE VILLAGE OF CAROL STREAM

By: _____
Signature

By: _____
Name & Title (Printed)

Dated: _____

THE CAROL STREAM ROTARY CLUB

By: _____
Signature

By: _____
Name & Title (Printed)

Dated: _____

THE CAROL STREAM CHAMBER OF COMMERCE

By: _____
Signature

By: _____
Name & Title (Printed)

Dated: _____

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Robert Mellor, Village Manager
 FROM: Joseph Carey, Assistant Village Manager
 DATE: April 27, 2022
 RE: Award of Contract – Janitorial Services

The Village utilizes various outside contractors to perform ongoing facility maintenance and upkeep such as janitorial cleaning services. The existing janitorial contract with Multisystems Management expires on May 30 resulting in the need to go out to bid.

Bid specifications were prepared and a notice to bid was also placed in the Carol Stream Examiner. A mandatory pre-bid inspection was conducted to allow janitorial companies to view the locations to be cleaned and to ask questions regarding the bid. On Monday, April 25, 2022, sealed bids from 7 companies were opened and publicly read aloud. The results of the bid opening were as follows:

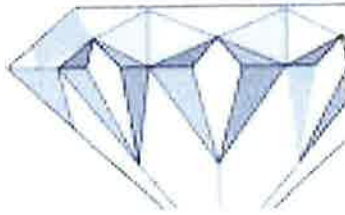
Janitorial Services Contractor	Monthly Costs	Misc. 1x Costs	Total Annual Bid	1 x	Total 1 st Year Costs	Avg.
				Initial Cleanup		Daily Hrs.
Eco Clean Maintenance, Inc. Elmhurst, IL	\$4,640	\$4,255	\$59,935	\$1,650	\$61,585	8-10
Uni-Max Management Corp. Crest Hill, IL	\$3,600	\$2,700	\$45,900	\$1,800	\$47,700	6-8
Crystal Maintenance Services Mount Prospect, IL	\$3,765	\$4,680	\$49,860	\$22/hour	\$49,860	10
Vega Building Maintenance Inc. Romeoville, IL	\$4,505	\$7,800	\$61,854	\$475	\$62,329	6
Multisystem Management Company Chicago, IL	\$4,480	\$2,980	\$56,740	\$350	\$57,090	8
Chi-Town Cleaning Services Chicago, IL	\$4,290	\$2,960	\$54,440	\$400	\$54,840	8
Bravo Services Inc. Chicago, IL	\$5,245	\$10,775	\$73,715	\$860	\$74,575	8-10

- Miscellaneous 1x costs include intermittent cleaning of carpets, floors, windows and upholstery.

Staff Recommendation

The most responsible and responsive bid was received from Crystal Maintenance Services Corp. in the amount of \$49,860 for the first 12 months of cleaning services. Crystal's proposed monthly cost (\$3,765) and number of hours provided to the Village (10) provided the lowest cost proposal. Positive reference checks confirmed that Crystal Maintenance has provided cleaning services to Mount Prospect, Elk Grove, and Oak Brook Terrace.

Staff recommends the contract for janitorial service for the Municipal Center be awarded to the most responsible and responsive bidder, Crystal Maintenance Services in the amounts specified in their bid packet (\$49,860) with the option for the Village Board to renew the contract up to three additional years subject to satisfactory performance during the initial term of the contract. There are sufficient funds available in the current FY 2022/2023 budget to pay for these expenditures.



CRYSTAL MAINTENANCE PLUS, CORP.

"We Do It Crystal Clean"

**Village of Carol Stream
Janitorial Services Proposal**

500 North Gary Avenue
Carol Stream, IL 60188

Monika Talar
(847) 228 - 6555
(847) 228 - 6588 Fax
service@crystalmsc.com

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WELCOME TO CRYSTAL MAINTENANCE PLUS, CORP.

Crystal Maintenance Plus, Corp., is a full service cleaning contractor, serving Chicagoland area. We specialize in providing professional cleaning services to commercial building owners and managers.

Crystal Maintenance Plus, Corp., will provide you with the standards of cleanliness that your building requires, at a price that makes sense. And price, while important, is only one of the factors that must be considered when choosing your cleaning contractor.

What can Crystal Maintenance Plus, Corp., do for you?

1. Provide you with a clean, safe, and healthy environment for your customers and employees.
 - Clean buildings project a first class image.
 - Clean buildings improve the longevity of the building.
 - Healthy buildings ensure a working environment free from contaminants.
 - Healthy buildings provide a safer workplace and decrease the number of workers comp claims due to slip/fall accidents and the spread of viruses.
 - Healthy buildings reduce the amount of sick time taken by employees working in the building.

2. Improve employee morale.
 - Clean buildings are proven to increase employee productivity.
 - Employees who work in a clean building are happier – and happy employees means reduced turnover.

3. Reduce costs and increase revenue.
 - Clean buildings are less expensive to maintain.
 - Clean buildings help to increase tenant satisfaction and reduce tenant turnover.
 - Clean buildings ensure that property values will remain high because having a clean building improves the longevity of the building.

4. Offer you a full-service partnership for all your building maintenance needs.

- With our service, you'll no longer have to worry about restroom and cleaning supplies and equipment, because we manage it all for you and provide our own supplies and equipment.
- We provide quick response to your needs and offer specialized cleaning services such as carpet spotting, carpet cleaning, hard floor care, window washing, and construction clean-up.
- Our operation is fully automated. We track sales and costs of each building in order to measure productivity and efficiency. We use a computerized Telephone Timekeeping System that allows us to accurately track each employee's time and location and ensure proper coverage for each building. Our accounting system is also automated, ensuring accurate and timely billing.
- We believe our most important asset is our people – the success of our business depends on them. Our people are well-trained and well-supervised. New employees are thoroughly screened, including criminal history checks.

We believe that in order to achieve results for our customers, we need to keep our employees motivated to provide the best service available. Our employees are paid highly competitive wages; they participate in various incentive programs, and are rewarded for a job well done.



**CRYSTAL
MAINTENANCE PLUS, CORP.**

1699 Wall St., Suite 112 – Mt. Prospect, IL 60056 – (847) 228 – 6555 – (847) 228 – 6588 fax

April 12, 2022

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Thank you for the opportunity to provide you with a proposal for cleaning your building. Your desire to find the best-qualified contractor to partner with was most apparent in our initial meeting. I believe that you have before you a proposal that will exceed your high expectations.

At Crystal Maintenance Plus, Corp. we are proud to say that we do our job well and safely. We believe in achieving excellence in all that we do. We also believe in providing our customers with professional service so they can rest assured that their building is in good hands. At Crystal Maintenance Plus, Corp. we guarantee that through efficient administration we will not only be competitive in terms of cost, but also will most certainly be the best-qualified contractor for the task at hand.

Thank you for the opportunity to bid on your cleaning needs. If you have any questions, please don't hesitate to ask.

Sincerely,



Monika Talar
General Manager
Crystal Maintenance Plus, Corp.

COMPANY HIGHLIGHTS

Cystal Maintenance Plus, Corp. was established in 2011, State of Illinois incorporation and resides at: 1699 Wall Street, Suite 112, Lake Center Plaza, Mount Prospect, IL 60056

- ◆ Crystal's employees total number 105, they are all legally certified to work in the United States
- ◆ Our Crew are thoroughly trained, uniformed, display a company I.D. badge & are able to communicate in English.
- ◆ Crew's illnesses, vacation and no shows are thoroughly monitored by Crystal's Management and back filled by "special tasks group" that is always available for extra services. Each crew member is supposed to report to Crystal's Supervisor any situation that makes them unable to work.
- ◆ Our New Equipment and Brand Name supplies will serve your facility and will remain in the designated area.
- ◆ Floor & carpet refinishing services will be performed as specified, by "floor service crew" so the regular cleaning people are not disturbed.
- ◆ Crystal's Account Representative will be always available to attend quality control inspections.
- ◆ Bonding and public Insurance of \$ 5,000,000.00 is carried to cover all of our operations for your protection.
- ◆ List of references is submitted, we encourage you to check them.
- ◆ Our telecommunication system is designed with Emergency Paging feature, available 24 hours a day, and 7 days a week to serve both: Customer & Contractor in a professional manner.

ENVIRONMENTAL STATEMENT

As a company with experience in the janitorial business we at CRYSTAL MAINTENANCE PLUS CORPORATION believe in respecting and protecting the environment.

Each of our employees is a proud family member on his/her own and we also consider CRYSTAL as our second family. You spend a lot of time at work and especially here at Crystal we appreciate good working environment with the same employees working for years.

For us, the idea of protecting world environment derives directly from the basic principles that have guided us from the beginning. Our objectives have always extended beyond financial growth to include broader social goals. Foremost among these is promoting the health and well-being of families - not only the families of today, but also the families of tomorrow - our children and children of our children.

As a company, we will apply our belief in respecting and protecting the environment to all phases of our business. It is our goal to develop our services, so they are compatible with the environment and, beneficial as you use them.

One of the greatest challenges we face today is making those vital decisions that will determine the quality of life ensuing generations. We will display leadership in pursuit of this by bringing to all of our services, supplies and manufacturing the technological innovations that promote clean air, clean water and clean earth....a better environment for us all.

CRYSTAL MAINTENANCE PLUS CORPORATION dedicates itself and its employees to act, knowing that we are part of a larger community.

REFERENCES

Village of Mount Prospect
50 S Emerson
Mount Prospect, IL 60056
Contact: Paul Fahey
Phone: (847) 875-0886

Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
Contact: John Ramaker
Phone: (847) 853-7624

City of West Chicago
475 Main St
West Chicago, IL 60185
Contact: Mark Ruddick
Phone: (630) 768-8871

Village of Elk Grove Village
901 Wellington Ave
Elk Grove Village, IL
Contact: Brian Misiak
Phone; (847) 357-4098

Lake Villa District Library
140 N Munn Road
Lindenhurst, IL 60046
Contact: Kevin Knodel
Phone: (847) 245-5108

LIST OF EQUIPMENT

Equipment	Will be Left on Site	Will be Removed from Site
Upright Vacuum Cleaner – Tornado HEPA Filter	V	
Backpack Vacuum Cleaner HEPA Filter	V	
Mop Buckets	V	
Brooms, Mops, Dust Pans	V	
Dusters	V	
Flat Dust Mops	V	
Rider floor sweeper gas engine		V
Auto -Scrubber Machine		V
Power Wash Machine		V
Stripper Machine		V
Extractor		V
Rotary Machine		V
Buffer		V

LIST OF TRADITIONAL CLEANING SUPPLIES AND METHOD SUPPLIES

Name of Cleaning Product	Product Usage & Method of Usage
Glass Cleaner	clean mirrors, glass doors
Toilet bowl cleaner	Clean toilets, urinals
Floors cleaner	Clean floors
Stainless steel cleaner	Clean stainless steel surfaces
Comet cleanser	Clean sinks
All-purpose cleaner	Clean countertops, sinks
Pledge wood cleaner	Clean wood surfaces
Pro- force bathroom cleaner	Clean showers, tile walls
Hand Dishwashing Liquid	Wash dishes
Carpet & Upholstery cleaner	Clean carpet & upholstery chairs, couches
Bioesque solution	Disinfection
Bleach	Disinfection
Method antibacterial bathroom cleaner	Clean bathrooms
Method kitchen cleaner	Clean kitchen & lunchrooms
Method antibacterial toilet bowl cleaner	Clean toilets
Method daily shower cleaner	Clean showers
Method glass cleaner	Clean mirrors & glass doors
Method all- purpose cleaner	Clean counter tops
Method steel for real stainless steel polish	Clean stainless steel surfaces

EMPLOYEE TRAINING PROGRAM

CRYSTAL'S employees at all times shall be courteous and present a neat and clean appearance and shall wear identifiable work garments and identification to indicate that they are employed by Crystal Maintenance Plus, Corp.

CRYSTAL'S employees have knowledge of Material Safety Data Sheets, of all chemicals used for cleaning.

CRYSTAL'S employees shall always do their work during the hours described by Crystal's supervisors accordingly to facility requirements.

CRYSTAL'S employees shall keep all equipment being used for cleaning, in proper working order and let know area managers and supervisors about any problems regarding those.

CRYSTAL'S supervisors shall run periodic checks on equipment and replace any if those are not in proper working order.

Crystal's Staff rules

1. Personal calls on office telephones are prohibited.
2. Breaks and meals are to be taken in designated areas only.
3. No smoking is allowed in any facility.
4. All doors should be secured and locked at all times. Do not allow the public to enter through any of the door.
5. Report breakage immediately.
6. When leaving facility, make sure proper lights are left on.
7. Do not go into cabinets, closets, desks, drawers, or any storage areas if you haven't been authorized to do so.
8. Report lost or stolen keys within 24 hours. No keys are to be duplicated.
9. When leaving a building, check every exterior door.
10. Set building security alarms as required

TRAINING PROGRAM AND FREQUENCY

Training	Frequency
Orientation Program	1 week training for new employees
Safety Policy/ Chemicals Safety	2 week training - yearly
Material Safety Data Sheet	2 week training- yearly
Accidents & Emergencies	2 week training- yearly
Bollodborne Pathogens	1 day training - yearly

QUALITY CONTROL STATEMENT

We have found that communication between the **Customer** and **CRYSTAL MAINTENANCE** is the vehicle to ensure customer satisfaction. By securing a good communication network between the property management and Crystal's operating/supervision departments, our company can better meet your everyday needs.

- Our Account Executives are invariably available to handle any concerns you may have
- All of our Account Executives, as well as our field supervisors, are equipped with cell phones

We believe that communication is multi-pronged and goes both ways. Therefore **CRYSTAL MAINTENANCE** is continuously researching new methods of exchanging views and different opinions between Customers and our management

- Our Quality Assurance Program the key link between Customer and Operation Personnel. We implement a program of face to face contact with real people to ensure that all services are provided to a complete satisfaction
- Formal monthly or quarterly meetings and walk-through inspections are scheduled according to your availability.
- "Project Work" is pre-scheduled on our master calendar, this way ensuring that all tasks are performed in accordance with your cleaning specification.

CRYSTAL MAINTENANCE prides itself on long term relationships achieved through **Quality Service, Personnel Supervision, Great Communication and Client Satisfaction.**
We look forward to include your Company among our Valued Clients.

Building Inspection

Inspections of building locations, trucks, and equipment and janitor closets will be conducted on regular basis , as often as once per month if warranted. During each review period any inspection completed for an employee will be considered for the next review. There may be several inspections considered for an employee during each review period. Truck, equipment and janitor closet inspections will be applied to the organization, care and cleanliness of equipment portion of the review. Building inspections will be applied to the “Performing Basic Skills” and “Detail Cleaning “portions of the review.

Ratings:

P = Poor

Performance is unacceptable

F= Fair, Below Standard

Performance is below the Crystal Maintenance Plus, Corp. standards for specifications at this location.

G= Good, To Standard

Performance meets Crystal Maintenance Plus, Corp. standards for specifications at this location.

E= Excellent

Performance exceeds and never falls short of Crystal Maintenance Plus, Corp. standards For specifications at this location.

CRYSTAL MAINTENANCE PLUS CORP.
QUALITY CONTROL SHEET

Classifications

P = Poor

D = Fair

G = Good

E = Excellent

COMPANY NAME

ADDRESS

Inspected by:

Date:

LOBBIES

P F G E Corners
P F G E Dusting
P F G E Floor Appearance
P F G E Glass & Metal
P F G E Spot Cleaning

RESTROOMS/ LOCKER ROOMS

P F G E Dispensers
P F G E Floor Appearance
P F G E Fronts, Tops of Lockers
P F G E High/ Low Dusting
P F G E Mirrors

OTHER AREAS

P F G E Ash Trays
P F G E Corners
P F G E Floor Appearance
P F G E Furniture/ Counters
P F G E Phones
P F G E Sinks
P F G E Sweeping & Vacuuming
P F G E Waste Baskets

OFFICE AREAS / CONFERENCE ROOMS

P F G E Corners
P F G E Floor Appearance
P F G E Furniture/ Counters
P F G E High/ Low Dusting
P F G E Phones

P F G E Sweeping & Vacuuming
P F G E Waste Baskets

EATING AREAS/ LUNCH ROOMS

P F G E Chairs
P F G E Counter Tops
P F G E Floor Appearance
P F G E Kitchen Appliances

P F G E Kitchen Cabinets
P F G E Tables
P F G E Walls
P F G E Waste Baskets

COMMENTS:

TOTALS

1

2

3

4

Areas	Poor	Fair (Below Standard)	Good (To Standard)	Excellent
Entrance				
Lobby				
Trash				
Elevators				
Stairwells				
Dusting				
Detail Dusting				
Breakrooms / Coffee Centers				
Restrooms				
Restrooms Detailing				
Other Floors				
Vacuuming				
Detail Vacuuming				
Miscellaneous Detail Cleaning				
Closing Checklist				
Equipment / Janitor Closet				
Vehicle Inspection				
Total # of Checks				

1 = Poor (0 – 1.4)

(1.5 – 2.4)

2 = Fair, (Below Standards)

(2.5 – 3.4)

3 = Good (To Standards)

(3.5 – 4)

4 = Excellent (Exceeds Standards)

Comments:

CRYSTAL'S COMPLAINT PROCEDURES

Crystal's Procedure includes the following steps:

1. Listen to complaint

We thank our customers for bringing the matter to our attention.

2. Record details of the complaint

We go through the complaint in detail so we can understand exactly what the problem is. We keep records of all complaints in one register. This help us identify any trends or issues.

3. Get all the facts

We check that we have understood and recorded the details of the complaint correctly. We ask questions if necessary.

4. Discuss options for fixing the problem

We ask the customer what response they are seeking.

5. Act quickly

We aim to resolve the complaint quickly.

6. Keep our promises

We keep the customer informed if there are any delays in resolving their request.

7. Follow up

We contact the customer to find out if they were satisfied with how their complaint was handled.

We encourage our customers to provide feedback and complaints so that they let us know when there is a problem and give us the opportunity to resolve it.



*Is your
business
ready
to go green?*

*Crystal
Maintenance
Plus, Corp.,*

*has a green
cleaning
program for
your
business!*



What is Green Cleaning?

Green cleaning is the use of effective cleaning practices and products that protect human health and the environment.

Why Green Cleaning Products?

- **Reduces Illness**
Less exposure to harsh chemicals means improved indoor air quality and lower illness rates in the workplace.
- **Improved Cleaning Efficiency**
Green cleaning products work just as well, if not better, than traditional industrial products.
- **Environmentally Friendly**
Green products and methods reduce the negative impact of cleaning on the environment, such as indoor air quality. Many also have less packaging than traditional cleaning chemicals, which means less waste.
- **Cost control**
Use of green products keeps costs down because they are concentrated, which means a small amount of chemical can go a long way.

What is Crystal Maintenance Plus Corp. Green Program?

- We use microfiber cloths to keep dust from becoming airborne in your building.
- We use microfiber mops and color-coded cloths that use less water and chemicals, and help prevent cross-contamination.
- We use vacuums that have HEPA filters to prevent dust and other contaminants from re-entering the air.

Want more information? Call us at (847) 228-6555



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2022

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

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

PRODUCER Biz Broker Inc 5051 N Harlem Ave Chicago IL 60656		CONTACT NAME: Biz Broker Inc PHONE (A/C, No, Ext): (773) 777-1040 E-MAIL ADDRESS: certs@biz1040.com		FAX (A/C, No): (773) 777-4443	
INSURED Crystal Maintenance Plus Corp 749 Prestwick Ln Wheeling IL 60090-6234		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Ohio Security Insurance Co			24082
		INSURER B: Ohio Casualty Insurance Co			24074
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: CL2233101707

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			BLS60469536	11/25/2021	11/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Expense Mod Factor 1 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO60469536	11/25/2021	11/25/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS60469536	11/25/2021	11/25/2022	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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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ProBloodborne
By ProTrainings

ProTrainings hereby certifies that

Crystal Maintenance Services, Corp.

has successfully completed the education in

Workplace Bloodborne Pathogens

This course includes the following objectives and is consistent with OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030

- How Bloodborne Pathogens are Spread
- Hepatitis B Virus
- Hepatitis C Virus
- HIV and AIDS
- Skin Diseases
- How to Reduce Your Risk
- Work Practice and Engineering Controls

- Universal Precautions
- Regulated Waste
- Body Fluid Cleanup
- Personal Protective Equipment
- Handwashing
- Exposure Incident and Reporting
- Course is 1 contact hour

INSTRUCTOR
ROY W. SHAW #100

CERTIFICATE NUMBER
164822622014719

DATE ISSUED RENEW BY
25 Mar 2022 25 Mar 2023



GCI Silver Certified



GCI Silver Certification

Green Clean Institute awards Crystal Maintenance Plus, Corp. as a GCI Silver Certified firm, based upon the diligent completion of the educational requirements of the frontline workers and management. As such, this firm will have the ability to deliver environmentally sound services that will convey value to all facilities being served. With this GCI Silver service, this firm may now provide the resources to meet the Green and Healthy Building award.

This certificate is awarded to:

Crystal Maintenance Plus, Corp.

Candace L. Richmond

Candace Richmond, President

Issued:9/30/2021 Expires:10/01/2022

Certification # 98272573

SUBMITTED BY:

CRYSTAL MAINTENANCE PLUS CORP
CONTRACTOR

1699 WALL ST. SUITE 112
STREET ADDRESS

MOUNT PROSPECT IL. 60056
CITY AND STATE

(847) 228-6555
TELEPHONE NUMBER

**SPECIFICATIONS & CONTRACT PROPOSAL
FOR
JANITORIAL SERVICES FOR THE
VILLAGE OF CAROL STREAM, ILLINOIS**

**OWNER:
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188**

**Village of Carol Stream
Specifications for
Janitorial Services**

Bid Notice:

The Office of the Village Manager will receive sealed bids for Janitorial Services at the Carol Stream Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois 60188 until 10:00 a.m., Monday, April 25 in the Village Board room. Bid proposals will be publicly opened and read aloud immediately thereafter. All bids must be sealed and properly identified as "**SEALED BID-JANITORIAL SERVICES**" on the outside of the envelope. The Village reserves the right to reject any or all bids and to waive any informalities or irregularities in bids.

General:

These specifications are for the custodial care of the Carol Stream Gregory J. Bielawski Municipal Center at 500 North Gary Avenue total approximately 59,690 sq. ft. Of that number is: 28,800 sq. ft. carpet, 3,600 sq. ft. of ceramic tile floor, 2,500 sq. ft. of rubber flooring, and 12,700 sq.ft. LVT along with 1,875 sq. ft. of epoxy floor in the detention area. Also there are 17 restrooms and 6 shower stalls. Janitorial services are to be performed in all areas of the buildings in general daily use by the Village.

Bid Deposit:

A cashier's or certified check shall accompany each bid, payable to the Village of Carol Stream or a bid bond equal to five (5%) percent of the annual cost of service as proposed by the bidder. Bid deposits will be returned upon execution of contract documents with successful bidder.

Contract Period:

The contract will be in effect from June 1, 2022 through May 30, 2023 for a Twelve (12) month period from the date at which the Village issues the notice to commence work and renewable for an additional subsequent three (3) year period subject to satisfactory performance reviews by the Village.

Contract Form:

The successful bidder will be issued a twelve (12) month purchase order with three one (1) year renewable contracts at the sole discretion of the Village, based on performance and completion of the initial contract period, and will be required to enter into a contract for service with the Village of Carol Stream. A copy of the Village of Carol Stream's contract form is included for reference.

Site Inspection:

Bidders are required to attend a **Mandatory pre bid inspection and walk-through** April 11 at 9:00 a.m. Location Gregory J. Bielawski Municipal Building at 500 N. Gary Av. Please contact Mr. Chris Larson at 630-871-6249 if you have any questions.

Exceptions to Specifications:

All deviations from these specifications shall be so stated on the returned bid. Unless so stated by the bidder, the Village shall assume that all requirements have been met.

Proposal Form:

The Village has included in the bid package a Bid Proposal Form. Bidders shall use this form when submitting a bid. The bidder shall complete this form in its entirety. Bid may be awarded in its entirety or in parts thereof.

Locations to be cleaned:

Gregory J. Bielawski Municipal Center, 500 North Gary Avenue
Carol Stream, Illinois

Hours and Days for Performing Services:

All services are to be performed between the hours of 5:00 p.m. to 10:00 p.m. Services shall be performed Five (5) days per week (Monday-Tuesday-Wednesday-Thursday-Friday) at the municipal center and (7) days per week at the Police station. On the following holidays, cleaning will only be required in the Police Station portion of the Gregory J. Bielawski Municipal Center.

New Year Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day & Day after
Christmas Eve & Christmas Day

Additional Conditions Personnel:

The Contractor will be expected to supply a sufficient number of custodians to be able to complete all cleaning and workmanship standards as set forth in the specifications. Failure to include an adequate number of personnel hours to provide custodial care to meet the terms of this contract may result in non-renewal or termination of this contract. Also, finger printing and pictures for background checks are required for all cleaning personnel along with a list of all Contractors employcees' names and back-up crew members that will be on site at all Village properties. The costs related to completing the first five (5) background checks will be covered by the Village. Any additional background check costs of custodial contract workers above the initial five (5) custodial employees will be paid by the custodial contractor at the Village's cost to perform the checks. Only workers that have passed their background checks will be allowed to perform work. Workers must sign their names/date/time in a log book of their start time and finished time when completed with their work at each location.

The successful bidder shall have on-site at all times at least one crewmember fluent in both written and spoken conversational English. This is particularly important in the Police Department where written or verbal directions to the cleaning crew regarding safety or security issues must be followed explicitly. No exceptions. A copy of the contract must be kept on site at each location for reference of responsibilities.

Subcontractors:

No subcontracting will be permitted for regular and nightly service. Subcontracting will only be permitted for specialty services and must be pre-approved by the Village.

Uniforms and Identification:

All Contractor employees will display Village approved photo identification badges while working on Villages premises. No employees will be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which will consist of a shirt/blouse or apron, featuring a company identification patch. Contractor employees shall not be admitted without a uniform and proper identification.

Monthly Review:

The Contractors Supervisor, Manager or President shall meet with a representative of the Village once a month to review contract performance. Performance issues shall be submitted in writing or via e-mail for resolution in a timely manner.

Safety Data Sheets:

All products supplied shall meet all applicable federal, state and local laws for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety toxicity and other standards. Safety Data Sheets (SDS) shall be supplied for all products at all sites and is the contractor's responsibility to keep all SDS sheets current.

Green Products and Recycling:

The Village of Carol Stream advocates the use of green cleaning products throughout its buildings. Only when absolutely necessary shall acid and other caustic products be used. The Village also actively recycles paper and plastic products. Blue recycle bins are placed in various locations in the buildings, and when emptied shall not be mixed with regular rubbish. There are separate "Green Containers" for recycled products next to the regular dumpsters for garbage outside. Successful bidder shall provide a list of green products used to clean the Village of Carol Stream and SDS documentation for required chemical or hazardous products.

Notice of Award:

Official notice of award of this bid shall be in the form of a Purchase Order.

Method of Payment:

Payment will be made monthly, within 30 days of receipt of invoice and satisfactory completion of the terms herein.

References:

Reference from five (5) clients, two (2) of the five shall be of past or current Municipalities for whom the bidder has provided contractual custodial service for a minimum of two (2) years.

Basis of Award:

The contract shall be awarded to the most responsible and responsive bidder. While price is the major consideration, the Village reserves the right to consider other aspects including:

The ability, capacity and skill of the Bidder to perform the service or provide the goods required. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

The quality of performance of previous contracts or services.

The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.

The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

The quality, availability and adaptability of the supplies, or services to the particular use required.

The ability of the Bidder to provide future service of the type specified in the contract.

Whether the Bidder is in arrears to the Village on a debt or contracts or is a defaulter on surety to the Village or whether the Bidder's taxes or assessments are delinquent.

Such other information as may be secured having a bearing on the decisions to make the award.

Award by item or part thereof, groups of items, or parts thereof, or all items of the bid.

Village to Furnish:

Consumable supplies, such as hand soap, tissue, paper towels and waste receptacles for same as may be required; entrance mats, electrical power for equipment; storage area for equipment and hot and cold water.

Contractor to Furnish:

All labor, supervision, cleaning materials, waste receptacle liners and equipment to perform satisfactorily the custodial service specified herein at the frequencies and during the times shown. It is intended that the services include all functions normally considered a part of workmanlike, satisfactory janitorial work, whether or not specifically listed herein.

Conformance with the Law:

All vendors or contractors who sell goods or perform services to the Village of Carol Stream shall conform with the requirements of those provisions of State law as shall govern the furnishing of goods and service to municipalities. Work under this contract is not subject to Prevailing Wage.

Certification of Compliance with Public Act 85-1295:

All vendors providing goods and/or services to the Village of Carol Stream shall complete the attached Certification of Compliance form as part of the agreement to provide said goods/services.

**WORK ACTIVITY BREAKDOWN
FOR THE CAROL STREAM
GREGORY J. BIELAWSKI MUNICIPAL CENTER
AND POLICE DEPARTMENT
500 N. GARY AVENUE**

A. General Offices, Hallways, Board Room and Lobbies – Carpeted and Non-Carpeted Areas – Frequency Five (5) Times Per Week in Municipal Center and Seven (7) Times Per Week in Police Department.

1. Furniture, Files, Lockers and Wall Mounted Fixtures:

- Dust with chemically treated dust cloth daily.
- Cleaned as per manufacturer's instructions.
- Steam cleaning of office chairs one (1) per year.
- Clean and sanitize all table tops and desks daily. (do not disturb personal items).
- Window sills are to be dusted daily.
- All cloth furniture is to be steam cleaned one (1) time per year and should be scheduled through the Maintenance Department.

2. Wastebaskets:

- Empty recyclable and non-recyclable containers and wipe clean. Dispose of recyclable and non-recyclable materials in designated containers outside.
- Replace plastic can liners when needed or weekly, whichever comes first.

3. Walls:

- Spot clean weekly.

4. Carpet:

- Vacuum daily.
- Spot clean stains as needed.
- Shampoo carpets and remove traffic pattern dirt twice (2) per year. To be scheduled in spring and fall with Maintenance Dept.

5. Interior Glass, Door Glass and Partition Glass:

- Spot clean daily.

6. Exterior Glass:

- Spot clean daily on interior of glass.
- Clean inside and outside twice (2) a year. To be scheduled in spring and fall with Maintenance Dept.

7. Ceiling:

- Remove any cobwebs from ceiling and corner walled areas daily.
- Clean and dust HVAC vents monthly.

8. Hard Surface Flooring (Tile, Rubber, LVT, Epoxy):

- Vacuum daily.
- Wet mop daily.

B. Detention and Lock-Up Areas – Frequency seven (7) times per week.

1. Same as applicable items of Section F. - Restrooms.

C. Elevators: Quantity two (2) – Frequency: five (5) times per week.

1. Walls:
 - Clean and sanitize laminate wall panels daily.
 - Clean and sanitize stainless steel surfaces daily.
2. Floors:
 - Vacuum daily.
 - Wet mop daily.

D. Stairways: Quantity four (4) – Frequency: five (5) times per week.

- Spot clean walls weekly.
- Vacuum daily.
- Wet mop daily.

E. Restrooms – Frequency five (5) times per week in Municipal Center and seven (7) times per week in the Police Department of the building.

1. Floors:
 - Vacuum daily.
 - Wet mop daily.
2. Walls:
 - Spot clean weekly.
3. Ceilings:
 - Remove any cobwebs from ceiling and corner walled areas.
 - Dust ceiling vents monthly.
4. Fixtures:
 - Clean and sanitize daily.
5. Mirrors:
 - Clean daily.
6. Fittings and Supply Pipes:
 - Clean monthly.
7. Sanitary Napkin Receptacle:
 - Clean and sanitize daily. Refill liner with contractor provided product.
8. Stall Partitions and Tile Walls:
 - Clean and sanitize daily.

9. Waste Receptacle:

- Empty daily. Emptied and resulting debris placed in designated area. Replace plastic liner when needed. Receptacles kept clean.

10. Towel and Tissue Receptacles:

- Clean and sanitize daily.
- Refill paper products with Village supplied materials.

11. Hand Soap Receptacles:

- Clean and sanitize daily.
- Refill soap with Village supplied materials.

12. Shower Stalls:

- Walls, base and curtains clean and sanitize daily.

F. Drinking Fountains – Frequency five (5) times per week.

- Sanitize and clean daily with stainless steel cleaner.

G. Waste Removal.

- Remove all recyclable and non-recyclable waste materials generated in contract areas into designated recyclable and non-recyclable dumpsters located outside.

H. Cooling and Heating and Return Air Ceiling Vents – Frequency one (1) per month.

I. Miscellaneous Services.

- Observe and report any irregularities such as: unlocked doors, broken windows, office machines running, lights left on, defective plumbing, etc.
- Turn off all lights except security lights when leaving.
- Keep doors locked as required to maintain proper security at all times.
- Admit no one into the building, secured offices or rooms at any time.

J. Additional Service and/or Emergency Conditions.

The bidder shall be capable of temporarily providing additional service and/or increased frequency of service if necessary, due to emergency conditions or special use of the building; such as special public meetings on a weekend. Except for emergency conditions, the Village shall provide a twenty-four (24) hour notice that increased service will be required. No additional charges shall be made for temporary additional services, which can be completed within the normal working hours and days of the contract, unless additional help is required. Additional services outside of normal working hours shall be paid at the hourly rate indicated in the proposal.

Periodic Cleaning Schedule

Fully wash inside and outside of windows two (2) times a year (once in the spring and once in the fall).
Carpets are to be shampooed and cleaned two (2) times a year (once in the spring and once in the fall).
Office Upholstery are to be shampooed and cleaned one (1) time per year.

GENERAL GUIDELINES FOR CLEANING

A. ROOM AND/OR OFFICE CLEANING

The job of room and/or office cleaning consists of emptying waste receptacles, sweeping and/or dust mopping and/or vacuuming and/or wet mopping and rinsing office floors, rugs, carpeting and dusting all parts of rooms and corridor spaces, washing and damp wiping furniture, walls, doors, and other specified surfaces as instructed. Persons assigned to this job shall turn out lights after completing cleaning operations if offices are unoccupied.

EQUIPMENT AND SUPPLIES:

The custodial contractor, to facilitate cleaning of designated areas shall provide the following equipment and supplies:

1. Utility cart to be used to transport equipment and supplies.
2. Waste cart to be used to collect wastepaper, trash, and recyclable container for recyclables.
3. Plastic liners to be used to replace worn or dirty liners. Liners are only to be replaced if necessary.
4. Putty knife to be used to remove gum and similar substances.
5. Broom and dust pan to be used for policing and picking up sweepings and dirt.
6. Wiping cloths to be used to damp wipe and dry surfaces.
7. Sponge to be used to clean uneven surfaces.
8. Bucket to be used to hold neutral detergent solution used for damp wiping.
9. Degreaser and/or germicidal cleaner deodorant in a bottle with nozzle and/or spray to be used to clean metal desks, file cabinets and other specified surfaces.
10. Abrasive cleaner to be used to remove stubborn stains.
11. Glass cleaner in a bottle with nozzle and/or spray to be used to clean glass surfaces only.
12. Furniture polishes to be used to clean and protect wood surfaces only.
13. Hand duster to be used for general dusting.
14. Wall duster to be used to dust walls and high surfaces.
15. Treated dust mops to be used to sweep smooth surface floors.
16. Hand brush and back- pack vacuum to be used to remove accumulated dirt from, grilles and similar surfaces.
17. Vacuum cleaner to be used to clean carpeted floors and rugs.
18. Steam vacuum shampooers to be used for cleaning carpeting.

19. Cotton mop to be used to wet and/or to damp mop or spot mop smooth surface floors.

PROCEDURE FOR ROOM CLEANING:

1. Starting at one end of the work area, empty each waste receptacle into waste cart and replace them in their original location.
2. If high dusting is to be performed, it shall be performed first. With wall duster, dust ceiling and walls by starting with the ceiling. After ceiling has been dusted, start at the ceiling in a corner, sweeping downward making sure each stroke slightly overlaps previous stroke to dust the walls uniformly. To general dust, start dusting at the entrance of the room. With hand duster, dust doors, door frames, window ledges, sills and other furniture. Dust under letter trays, telephone, etc. CAUTION: Do not disturb papers or other materials on desks, tables, or file cabinets, dust only the areas that can be dusted without disturbing materials. Do not dust pot plants, artificial flowers or similar objects.
3. Use hand brush to dust grilles and similar surfaces.
4. Office furniture such as: metal file cabinets, desks, tables and chair legs shall be cleaned periodically with a degreaser and/or germicidal cleaner deodorant to prevent an accumulation of oil and dirt.
5. Use a damp wiping cloth to wipe windowsills, doors, doorsills and similar surfaces.
6. Spot clean walls and wall fixtures to remove fingerprints and stains.
7. Use clean wiping cloth to polish wood surfaces only.
8. Use dust mop to sweep smooth surface floors. Use the toy broom and dust pan to clean corners and pick up the sweeping. Use putty knife to remove gum and similar substances in the sweeping operation.
9. Use cotton mop to damp and/or wet mop or spot mop smooth surface floors.
10. Buff smooth surface floor when it is required. Use vacuum cleaner to clean carpet floor and rugs, also spot clean carpets with spot cleaner.
11. Use vacuum cleaner to clean carpet floor and rugs, also spot clean carpets with spot cleaner.

B. ELEVATOR CLEANING

Elevator cleaning includes all cleaning inside the elevator, such as the threshold plates, metal and wood surfaces or plastic surfaces, sweeping, vacuuming, removing gum and similar substances, dusting floors, lights, and walls. Persons assigned to this job shall notice defects in flooring, loose railing and similar service defects and report to the supervisor. Spot clean and vacuum carpets daily and shampoo twice (2) a year.

EQUIPMENT AND SUPPLIES:

All cleaning equipment and supplies provided by winning bidder must be in proper working condition and be of sufficient quantity and quality to ensure proper cleaning of all facilities throughout the term of this contract.

1. Utility cart to be used to transport equipment and supplies.
2. Vacuum cleaner to be used to clean carpet floor, also spot clean carpet with cleaner.
3. Putty knife to be used to remove gum and/or similar substances.
4. Toy broom and dustpan to be used to pick up the sweeping and policing.
5. Hand duster to be used for general cleaning.
6. Wall duster to be used for dusting walls and high surfaces.
7. Wiping cloths to be used to damp wipe and dry surfaces.
8. Furniture polish to be used to clean and protect wood surfaces.
9. Glass cleaner in bottle with nozzle attached to be used to clean glass.

PROCEDURE FOR CLEANING ELEVATOR:

1. Use dusters to dust ceilings, walls, doors. Use wiping cloths to damp wipe and dry surfaces when required and necessary.
2. Spot clean and vacuum carpets.
3. Use the toy broom and dustpan to clean corners. Use putty knife to remove gum and similar substances.
4. Spot clean walls with damp cloth to remove fingerprints.
5. Use clean wiping cloth to polish wood or plastic surfaces.
6. Damp wipe and dry to a shine all metal surfaces.
7. Damp wipe with solution from bucket.

CAUTION: Be careful not to splash or scar walls, carpet or other surfaces with equipment or cleaning solutions. Custodial contractor shall provide copies of all OSHA required safety data sheets (SDS) to the Village upon execution of contract and whenever there is a change in the types and quantities of cleaning materials being used.

C. STAIRWAY CLEANING

Stairway cleaning includes sweeping stair landings and steps, removal of gum and similar substances, dusting stair railings, fire apparatus, doors, ledges and grills; cleaning handrails glass, metal or wood surfaces. Person assigned to this job shall notice loose railings and similar service defects and report to the supervisor who shall immediately notify the Village of Carol Stream Municipal Buildings and Grounds Maintenance Supervisor at 630-774-0554.

EQUIPMENT AND SUPPLIES:

1. Utility cart is used to transport equipment and supplies.
2. Toy broom and dustpan are used for sweeping and cleaning landings, stairs and corners.
3. Putty knife is used to remove gum and similar substances.
4. Wiping cloths are used for damp wiping and drying surfaces.
5. Hand duster is used for general cleaning.
6. Cotton mop, bucket, and wringer with clean water using detergent is used to wet mop and/or damp mopping landings and stairs.
7. Furniture polish is used to clean and protect wood surfaces only.
8. Glass cleaner in a bottle with nozzle attached and/or spray can is used to clean glass surfaces.
9. Doodlebug and/or the like with scouring pad is used to remove built up soil on stairs.
10. Portable vacuum cleaner is to be used to sweep stairs.

PROCEDURE FOR CLEANING STAIRWAYS:

1. Using the toy broom and dustpan, start at the top of the stairways and sweep all landings and stairs. Collect the sweepings at each landing and step. Use putty knife to remove gum or similar substances, making sure that all loose dirt and lint is removed from the corners while sweeping.
2. Using hand duster, start at top and dust railings, fire apparatus, doors, ledges and other items up to the bottom landing.
3. Damp wipe and dry to shine metal surfaces.
4. Use clean wiping clothes and polish to clean wood surfaces only.
5. Clean glass surfaces using glass cleaner and wipe dry.
6. Use a clean wiping cloth that has been dampened in detergent solution to spot clean walls to a height that can be reached while standing on the steps.
7. Wet and/or damp mop with solution from bucket, start at the top landings and move downward and rinse.

CAUTION: Avoid using an excessive amount of solutions. Be careful not to splash or scar walls, baseboards or stair risers with equipment or cleaning solutions. Suitable warning shall be given to the occupants against danger of slipping. Janitorial services contractor shall use appropriate signs for warning pedestrians and occupants of potential hazards associated with cleaning operations.

D. CARPET SHAMPOOING

Because dirt contains natural oils and moisture, which makes it difficult to remove, it is necessary to periodically give the carpet a more thorough cleaning. This is the reason for shampooing. Using steam vacuum shampooer, which sprays the solution into the carpeting and then vacuums it back up, requires some judgement and skill. Every step shall be followed carefully. With steam vacuum shampooer, you can get into corners and along walls and fixtures that cannot be moved.

EQUIPMENT AND SUPPLIES:

1. Steam vacuum shampooer to be used for shampooing.
2. Dry vacuum cleaner to be used for vacuuming carpet before shampooing.
3. Solution can be mixed in machine.
4. Janitorial services contractor shall post appropriate signs notifying pedestrians and occupants to keep off freshly shampooed carpet until it dries.
5. Putty knife to remove gum and other substances.

PROCEDURE FOR SHAMPOOING:

1. Clear the area of moveable furniture.
2. Vacuum carpet thoroughly with dry vacuum to remove loose dirt and paper and other substances.
3. Remove gum and other substances with putty knife.
4. Mix solution in machine, which is on a plastic drop cloth when doing this.
5. Select a starting point, usually a dead corner, work out from there to cover the whole room and finish at the door.
6. The carpet shall be left to dry with minimum disturbance. The drying time varies with moisture in the air. Carpet shall dry in about four hours.
7. Avoid walking on or replacement of furniture on wet carpet. If it is necessary, protect pathways with plastic sheets. Place furniture on pieces or square of aluminum foil to prevent metal on furniture legs from rusting and rust staining on carpets. **CAUTION:** Use proper solution. Proper and uniform spraying with solution is important in removing deep down dirt from carpet. Remember you are spraying down the hot solution and picking it up with the built-in vacuum all done with one machine.
8. Spot cleaning after initial shampooing is very important. It is important that spot cleaning become a part of the regular routine care of carpet. Areas that are subjected to more traffic and wear shall be given extra attention. As for spots that are caused by spills, it is possible that trying to clean some foreign substance from carpet will spread it or make it worse, if the right spot remover is not used. Spot cleaning is generally based on the assumption that the substance is either oil or water soluble. A dilute neutral synthetic detergent solution shall be tried first. If the spot comes off, it is water soluble. If the detergent fails, a dry cleaning

solvent shall be tried. When attempting to remove the spot itself, start at the edges of the spot working towards the center to be sure that you are going to be removing the spot instead of spreading it.

E. RESTROOM CLEANING

Restroom cleaning is very important. Restrooms are called the sensitive areas because of the sanitation aspect. The word sanitation, of course, implies freedom from the presence of living organisms such as viruses, bacteria, fungi, etc. which can cause infections or diseases. Cross infection is the term used to describe the spread or transference of those living organisms from one person to another. Restrooms are the single most common location where these living organisms leave the body. For the conditions of light, temperature and moisture are right, these organisms thrive and multiply and can be spread to the next person who comes in contact with them. Also, there are other sensitive areas in buildings where living organisms, if given a chance, can thrive and multiply such as: custodial closets, eating areas, and water fountains, etc. It is that a special effort is made to sanitize; to hold down the growth of germ in the restrooms and other sensitive areas. The presence of germs can cause bad odors. A foul smelling restroom indicates the presence of dirt and potentially unhealthy conditions. Odors are not a problem in a properly maintained and cleaned restroom. Properly cleaned areas contained within the contract shall never have an odor problem indicative of unhealthy conditions.

CLEANING AGENTS GREEN PRODUCTS:

The primary cleaning agents used for these problem areas is a good germicide detergent combined and germicidal cleaner deodorant spray and wipe, which cleans and at the same time kills germs. These agents are called disinfectants. Disinfectants have to be spread over the surfaces and allowed to remain in wet form for a short period of time and then wiped dry with a clean dry cloth or clean mop.

Another cleaning aid used in **restrooms only** is an acid cleaner. Acid cleaners are designed to clean and sanitize sanitary fixtures and make the job easier. They also attack lime encrustation and rust stains and other staining. Great care shall be used when working with acid cleaners as they are very caustic, can burn surfaces and become chemically reactive with other substances. Also, a good stainless steel metal cleaner shall be used on stainless steel drinking fountains. They shall also be sanitized and disinfected daily.

Potential problem areas such as washrooms, locker rooms and showers can be maintained with proper sanitation. The quality of care these areas receive depends on the kind of cleaning agents used, the frequency of cleaning, and how well the cleaning job is done. If the best cleaning agents are used and work is done properly, there should be no problem keeping these areas clean and odor free.

EQUIPMENT:

1. Utility cart to be used to transport equipment and supplies.
2. Rubber gloves shall be used for restroom cleaning.
3. Mop, bucket and wringer with a disinfectant solution to be used.
4. Dust mop properly treated to first sweep up dust, dirt and papers on floor.
5. Clean wiping towels to be used to damp wipe and dry fixtures and other surfaces.
6. Scouring pads to be used for removing stubborn stains on floors, built-up stains on baseboards, around floor-mounted commodes, partition legs or other similar areas when it is possible to use this equipment.

7. Toy broom and dustpan to be used for picking up loose litter on floor and in corners.
8. Sponge to be used to clean uneven surfaces.
9. Toilet bowl brush (Johnny mop) along with an appropriate cleaner to be used to swab the insides of commodes and urinals and in and around all porcelain fixtures to prevent odor and build-up of residue and grime.
10. Putty knife is used to scrape gum or similar substances from floor, hard to remove dirt (soil from corners, behind commodes and around legs of partitions and stalls).
11. Wall duster to be used for high dusting such areas as walls above hand reach, ceilings, air vents, etc.
12. Appropriate warning signs to be used to deny the use of the facilities while cleaning in progress.
13. Keys to be used for serving dispensers.
14. Inspection mirror with an offset swivel handle to be used for inspection of the underside of rims on toilet fixtures.

SUPPLIES FOR SERVICING:

1. Hand soap liquid or other (supplied by Village).
2. Toilet tissue rolls (supplied by Village).
3. Proper paper towels to be used for each dispenser (supplied by Village).
4. Plastic bags to be used for waste containers and changed only when necessary (supplied by contractor).
5. Disposable bags to be used for trash container liners for sanitary purposes (supplied by Village).

SUPPLIES FOR CLEANING RESTROOMS:

1. Non-corrosive cleaner to be used to clean commodes and urinals (not to be used on metal of any kind).
2. Disinfectant, which is also germicide cleaner for killing germs to be used for cleaning plumbing and under sinks.
3. Glass cleaner for cleaning glass.
4. A good detergent and germicide for cleaning floors.
5. Cleaning equipment used in restroom shall not be used anywhere else in the building.

PROCEDURES FOR CLEANING RESTROOMS:

This operation includes all the cleaning work inside public restrooms, which the cleaner can perform while standing on the floors, except washing walls, ceiling, and air vents (clean plumbing, under sinks and urinals).

The restroom cleaning operation is performed daily; usually at night, and includes emptying waste receptacles, dusting, sweeping floors, damp wiping towel dispensers, sanitary napkin dispensers, towel waste receptacles, mirrors, shelves, walls, stall surfaces and doors, thoroughly cleaning every surface on and immediately surrounding wash basins, water commodes and urinals, and mopping floors. It also includes one servicing operation, which involves checking and replenishing paper towels, toilet tissue sanitary napkins and soap dispensers. Wall surfaces and partitions are spot wiped daily and damp wiped once every two weeks (clean plumbing under sinks and urinals).

PROCEDURES FOR CLEANING WATER FOUNTAINS:

1. Water fountains shall be cleaned daily with an appropriate non-abrasive stainless steel or porcelain cleaner.
2. Litter, such as chewing gum or bits of paper shall first be removed.
3. Spray with a disinfectant and go over surfaces with a clean sponge to remove solution and dirt.
4. Spray with metal cleaner and use a dry, clean cloth to wipe sides and polish chrome or stainless steel to a good shine. When job is completed, fountain shall be completely clean. Chrome or stainless steel shall be bright with no water spots or haze. Water fountains with an air grills shall be cleaned at least one a week with a brush and/or vacuum cleaner. This will prevent dust build-up. The wall and floor around the drinking fountain shall be free of spots and water. All other surfaces of the fountain shall be free of spots, stains and streaks. Orifices shall be free of encrustation. **CAUTION AND REMINDER:** Items for cleaning restroom fixtures must not be used elsewhere.

F. LUXURY VINYL TILE - CLEANING AND MAINTENANCE

The job of resilient floor (tile) maintenance consists of scheduled periodic work on tile floor surfaces such as sweeping; dust mopping; moving of furniture in the area to be finished and remove gum, dirt, and old finish; damp mopping and separate work as required or prescribed by the floor manufacturer. Cleaning shall not result in any streaking of floor surfaces.

EQUIPMENT FOR STRIPPING AND MAINTENANCE OF TILE FLOORS: (EXCEPT LOBBY FLOOR)

1. Wet and dry vacuum
2. Mops and mop bucket
3. Dust mop or broom
4. Wet Floor signs

G. WINDOW CLEANING

The purpose of window washing is to allow the maximum amount of light to enter the buildings. Before washing the glass on the inside or outside of the windows, the sash and sills shall be brushed or wiped with a damp cloth. Inside of the windows shall be washed with a sponge with clear water or glass cleaner in a spray bottle and/or spray can and dried with a wiping cloth. Outside of windows shall be washed with a soft bristle brush attached to a long handle and dried with a squeegee attached to a long handle. Squeegees reduce drying time. When washing windows, the following rules shall be applied:

1. Clean windows at a time that will cause minimum interruptions.
2. When washing windows inside, replace furniture or articles moved in the process of cleaning.
3. A glass cleaner specified for this purpose shall be used, which cuts grease and leaves no deposit on glass.
4. After windows have been cleaned, there shall be no streaks, scratches or unwashed areas on glass.

H. LOBBY AND ENTRANCE CLEANING

Lobby and entrance cleaning includes glass cleaning, lobbies, entrances and doors. The job of lobby and entrance cleaning consists of sweeping, dusting, polishing chrome and/or stainless steel, cleaning glass surfaces, wall spotting and floor cleaning.

PROCEDURE FOR CLEANING: LOBBIES AND ENTRANCES:

1. If grills are located in assigned area, remove built-up dirt with hard nylon or bristle brush.
2. Use a nylon or rayon mop head to sweep lobby and entrance floors collecting the sweepings from the area into a dustpan with a broom and disposing of it properly.
3. While sweeping operation is being performed, use putty knife to remove any gum, tar or similar substances from the floor. Make sure all loose dirt is removed from baseboards and corners before sweeping. Also, be careful with putty knife as not to damage floor surfaces.
4. Use wall duster to dust walls and high surfaces.
5. Use hand duster to dust doorframes, moldings, ledges and all other surfaces that are to be dusted.
6. With bucket and neutral detergent solution and wiping cloths, damp wipe doorknobs, push bars, kickplates, etc. and wipe dry. All chrome and/or stainless steel shall be dried and polished to a shine.
7. Use glass-cleaning solution to clean and dry to a shine all glass surfaces in the lobby.
8. Walk-off mats at all entrances shall be vacuumed and cleaned.
9. Buff tile.
10. Wet mop floor with a flax soap.

I. WALL CLEANING

Walls, doors, switch plates; ceiling and lighting fixtures are termed as periodic cleaning because these functions are not performed every day. But if you ignore them and never get round to cleaning them, the results of neglect will eventually begin to show, and the longer the dirt is allowed to stay, the more difficult it becomes to remove. The frequency of cleaning depends entirely upon local conditions. Some areas require more frequent cleaning than others, which requires that the contractor exercise good judgment. Do not neglect them entirely until the build-up becomes obvious. Cleaning then will require an all out effort. These functions shall be performed often enough that the cleaning remains a simple routine.

PROCEDURES FOR CEILINGS AND DOORS:

Ceilings shall be periodically dusted. Particular attention shall be paid to surfaces parallel to the floor where dust might settle such as: pipes, conducts, light fixtures, and ledges no matter how narrow. One problem area is the air conditioning and heating outlets. These areas shall be dusted often and periodically wiped down with detergent solution to prevent build-up being deposited on the ceiling.

Doors shall be damp-wiped with detergent solution and dried periodically to prevent a dirt build-up. Glass doors shall be given special attention at entrances. Glass shall be cleaned and fingerprints removed daily and the entire doors cleaned periodically as needed. This includes doorknobs, push bars, kick plates and other surfaces surrounding the doors.

J. CLEARANCE OF PERSONNEL

The Village of Carol Stream shall exercise full and complete control over granting, denying, withholding or terminating clearances for contractor's employees. Employees, whom the Village deems careless, discourteous or otherwise objectionable or who do not meet standards required for security or other reasons, will be prohibited from entering the buildings to perform work. All cleaning personnel will be required to submit to a background check. Background check costs of custodial contract workers above the initial five (5) custodial employees will be paid by the custodial contractor at the Village's cost to perform the checks.

K. CANCELLATION OF CONTRACT

The Village may cancel this contract upon 30 days written notice if it is determined that the contractor has not properly cleaned and maintained the municipal building as outlined in these specifications. The Village may cancel this contract without prior notice upon any impropriety on the part of contractor or its employees.

BID PROPOSAL

Mayor and Board of Trustees
Village of Carol Stream

1. Following is the Proposal of: CRYSTAL MAINTENANCE PLUS CORP

For the work, which is described as: **Janitorial Services for the Municipal Center and Police Building**

- 2. The specifications for the proposed work are those prepared by the Village of Carol Stream Administration Department attached hereto.
- 3. When submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those names herein; and that the proposal is not made with collusion with any other person, firm or corporation.
- 4. The undersigned further declares that he/she has carefully examined the Notice to Bid, Specifications and Addendum(s) and that he/she has inspected in detail the site of the Proposed Work; and that he/she has familiarized him/herself with all of the local conditions affecting the contract and detailed requirements and understands that in making this proposal he/she waives all rights to plead any misunderstanding regarding the same.
- 5. The undersigned further agrees to execute a contract for this work and present the same to the Owner within ten (10) calendar days after the date of notice of the award of the contract to him/her.

PERFORMANCE BOND

- 6. The undersigned further agrees that he/she and his/her surety will execute and present within ten (10) calendar days after the date of notice of award of contract, a labor and materials performance bond satisfactory to and in the form prescribed by the owner in the penal sum of the full amount of the contract guaranteeing the faithful performance and completion of all work in accordance with the terms of the Specifications and Special Provisions of the contract.

BID BOND

- 7. Accompanying this Proposal is a bid deposit in the form of a Bond, Cash Deposit Certified Check or a Bank Cashier's Check for not less than five (5) percent of the annual cost of service as bid, or highest alternate if alternates are bid, whichever amount is largest. The bid deposit shall be made payable to:

Village of Carol Stream

TYPE OF BID DEPOSIT: CASHIER'S CHECK

CHECK AMOUNT: 2,493.00

AMOUNT OF BID DEPOSIT: Two thousand four hundred ninety three and 00/100 -

If this proposal is accepted and the undersigned fails to execute a contract as prescribed herein, it is hereby mutually agreed that the amount of the bid deposit shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the owner because of failure to execute the contract and performance bond. If the requirements of the contract and performance bond are met, the bid deposit shall be returned to the undersigned.

8. PAYMENT WITHHELD

Notwithstanding any other provision of this contract, the Contractor agrees that if any person files with the Owner a notice of mechanic's lien, a notice of lien against public funds, or any other notice of claim which may reasonably be construed by the Owner to be a notice of lien against public funds, the owner shall withhold from the Contractor an amount equal to the amount claimed in such notice. This withholding shall be without regard to the merits of such claim, together with such additional amount the owner deems necessary, in the sole discretion of the Owner to pay the costs and expenses, including attorney's fees, of defending any action brought to foreclose such lien or enforce such claim, or incurred in connection therewith or by reason thereof, until such time as the Contractor presents to the Owner a complete release of such claim in form satisfactory to the owner.

Funds withheld in accordance with this paragraph shall be from the next funds due and payable to the Contractor. All such funds deducted by the Owner and on hand at the time of any default of the Contractor by the Owner as provided for in this contract may be applied by the owner toward the cost of completion of the work by others and shall not be available to the Contractor or its Surety.

If at any time any notice of lien or claim which is construed by the Owner to be a notice of lien against public funds is filed with the Owner, the Contractor shall, at its own cost and expense, promptly discharge or otherwise dispose of the claim made therein and shall present to the Owner a complete release of such claim in form satisfactory to the Owner.

9. INSURANCE

The insurance shall be with a company or companies licensed to do business in the State of Illinois. A copy of Certificates shall be filed with the Village. The Contractor shall cause to have an endorsement naming the Village, its officials, employees and agents as additional insured. Insurance required by this Article shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition. During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with these General Conditions as follows:

1. Workers Compensation – Statutory limits
 - a. Employer's Liability - \$500,000 per accident
 - b. Contractors having office of places of hire outside the State of Illinois shall attach or otherwise show an "All States" endorsement.
2. Comprehensive General Liability
 - a. Minimum limits:
 - Body Injury 1,000,000 each occurrence
2,000,000 aggregate
 - Property Damage 1,000,000 each occurrence
2,000,000 aggregate
 - Personal Injury 1,000,000 per occurrence
 - b. Included Coverage
 - Premises and Operations
 - Independent Contractors Contractual

- Completed Operations (Continue coverage in force for one year after completion or work)
3. Automobile Liability
- a. Minimum limits:
 - Bodily Injury \$1,000,000 combined single limit per accident
 - b. Included Coverage
 - Owner vehicles
 - Non-owned vehicles
 - Hired vehicles
4. The Contractor shall also purchase and maintain such insurance as will protect the Owner and their agents and their employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whole acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this subparagraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

BID TALLY SHEET

For all responsibilities covered by the specifications, the total monthly cost is:
 \$ 3,765.00 for the Municipal Center facility.

(Below not to be included in the monthly charge)

Separate line items

\$ ~~INCLUDING IN COST~~ for cleaning of upholstered chairs 1 time/year.

\$ 2,800 for carpet cleanings 2 times/year.

\$ 1,880 for outside window cleanings 2 times/year.

Grand Total for facility including line items.

\$ 49,860.00 *per year*

The total average daily cleaning hours proposed for all two facilities is:

10 or as needed

For additional and/or emergency service required the hourly rate per person is:

\$ 24.00

\$ 22 per hour one-time initial cleanup cost at start of new contract (if required)

The undersigned agrees that if awarded the contract, he/she will comply with all requirements as herein set forth.

IF INDIVIDUAL BUSINESS:

(Signature of Bidder)

(Business Address)

IF A CO-PARTNERSHIP:

(Firm Name)

(Business Address)

Names and address of all Firm Members:

IF A CORPORATION

(Corporate Seal)

CRYSTAL MAINTENANCE PLUS CORP

(Corporate Name)

1699 WALL ST. SUITE 112 MOUNT PROSPECT IL 60056

(Business Address)

Monika Talar

(Signature of Officer)

Names of officers

MONIKA TALAR

(President)

DIANA STYPULA

(Secretary)

HALINA WIKAR

(Treasurer)

Diana Stypula

(Secretary)

ATTEST:

IF A JOINT VENTURE:

(Corporate Seal)

(Name of Joint Venture)

(Signature of Joint Venture Owner)

(Signature of Joint Venture Owner)

(Business Address)

ATTEST:

(Secretary)

QUALIFICATIONS SHEET

LIST OF FIVE (5) LOCATIONS TWO (2) OF WHICH ARE MUNICIPALITIES YOU HAVE PROVIDED JANITORIAL CLEANING SERVICES FOR AT LEAST TWO YEARS OF SIMILAR MAGNITUDE OF WORK AS PROPOSED UNDER THIS CONTRACT

Name of Site	Address	Contact Person	Contact Person's Phone Number
1. Village of Mount Prospect	505. EMERSON MT. PROSPECT IL 60056	Paul Fahey	(847) 875-0886
2. Vill of Elk Grove Village	901 Wellington ELK GROVE VILLAGE ILLINOIS	BRIAN MISIAK	(847) 357-4098
3. City of West Chicago	475 MAIN ST WEST CHICAGO IL	MARK RUDDICK (630) 768-8871	630/768-8871
4. City of Oak Brook Terrace	17W 275 BUTTERFIELD OAK BROOK TERRACE	GREG WORD	(630) 330-3325
5. LAKEVILLA DIST. LIBRARY	140 N. MUNN RD Lindenhurst IL	KEVIN KNODEL	847) 245-5108

a CORPORATION, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial seal this _____ day of _____, AD 20_____

Notary Public

State of _____

SS

County of _____

I, _____, a Notary Public in and for said

County, in the State aforesaid, does hereby certify that _____

who is personally known to be the same person who signed the above and foregoing

instrument as the ATTORNEY IN FACT for _____

appeared before me this day in person and acknowledged that he signed the name of

_____ thereto, as his Principal, and his own

name as ATTORNEY IN FACT, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the term of said contract, and shall pay all sums of money due or to become due for any labor, materials apparatus, fixture or machinery furnished to him for the purpose of performing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or his agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to the void; otherwise to remain in full force and effect.

Approved this _____ day of _____
_____, AD 20__.

Mayor and Board of Trustees
(Governing Body or Owner)

By _____
(Officer's Name)

ATTEST:

For Village of Carol Stream
(Owner's Name)

(Clerk or Notary Public)

IN WITNESS WHEREOF, We have duly
executed the foregoing obligation this

_____ day of _____ AD 20__.

Corporate Name _____

By _____
(President)

ATTEST _____
(Secretary)

(Seal)

By _____
(Attorney in Fact) (Seal)

MUNICIPAL OR CORPORATE SEAL

By _____
(Attorney in Fact) (Seal)

**FOR THE CONTRACTOR
PARTY OF THE SECOND PART**

If A Corporation:

CRUSTAR MAINTENANCE PLUS CORP ATTEST:
(Corporate Name)

By MONIKA TALAR Monika Talar DIANA STYPLA
(Officer's Name) (Secretary)

PRESIDENT
(Title) CORPORATE SEAL:

If A Co-Partnership:

(SEAL)

(SEAL)

(SEAL)

Partners Doing Business under the Firm Name Of:

(Party of the Second Part) (SEAL)

If an Individual:

(SEAL)

(SEAL)
(Party of the Second Part)

If a Joint Venture:

(Contractor's Name) ATTEST: _____
(Secretary)

By _____ CORPORATE SEAL
(Signature)

(Officer's Name)

(Title)

AND

(Contractor's Name) ATTEST: _____
(Secretary)

By _____
(Signature)

(Officer's Name)

(Title)

DOING BUSINESS AS JOINT VENIURE

Given Under my Hand and Notarial Seal, this ____ day of ____ AD 20_.

(Notary Public)

**VENDOR CERTIFICATION OF COMPLIANCE
WITH PUBLIC ACT 85-1295**

All Vendors providing goods and/or services to the Village of Carol Stream shall complete this form as part of the agreement to provide said goods/services.

I, MONIKA TALAR certify that CRYSTAL MAINTENANCE PLUS CORP.
Name of Business

749 PRESTWICK LN WHEELING IL 60060 (708) 3078090
(Business address and telephone number)

is not barred from bidding on the contract as a result of a violation of either Section 33E-3 prohibiting bid-rigging or 33E-4 prohibiting bid rotating, or any other provision of Public Act 85-1295.

ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5)

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or 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 municipal 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 regulations.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1. et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

TOXIC SUBSTANCE DISCLOSURES

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

MATERIAL SAFETY DATA SHEETS

All products supplied shall meet all applicable federal, state and local standards for product safety. **Products and containers shall be properly labeled** to meet all applicable standards and regulations regarding safety, toxicity and other standards. Safety Data Sheets (SDS) shall be supplied as required for all affected products at all sites and the Contractor is responsible to keep all SDS sheets current.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Engineering Services Director *WB*
Gregory R. Ulreich, Civil/Stormwater Engineer

DATE: April 27, 2022

RE: Native Plant Management for FY 2022/23,
Award Contract to Bedrock Earthscapes, LLC pursuant to
Municipal Code 5-8-14(B) Contracts without Bid

In 2011, the Village hired Bedrock Earthscapes, LLC (BEDROCK) to maintain the native vegetation along its pond shorelines and wetlands. BEDROCK evaluated the condition of the vegetation, made maintenance recommendations, and has done excellent work in maintaining and improving the ecological health of the project areas for the past eleven years.

The selection, and continued use, of BEDROCK has been largely based on the experience and expertise of its owner, Bill Bedrossian. Bill performs as the Project Foreman for the crews with each visit, while also serving as the onsite qualified ecologist. This helps ensure that the staff doing the work is knowledgeable of the native species desired, and the invasive and substitute species that may present challenges to the project. The extent of participation from management is rare in the industry and instrumental in providing the Village's expected level of service.

Section 5-8-14(B) of the Municipal Code allows for "contracts for services with individuals possessing a high degree of skill where the ability or fitness of the person is an important requirement, such as construction manager". According to the Chicago Wilderness publication "Native Landscape & Ecological Restoration Guide" dated September 2016, "consultant and landscaping firms without experience and expertise in native systems can often mislead organizations seeking to implement native landscaping and restoration projects which can lead to project failure and [sic] loss of investment. Successful installation and care of native landscapes and ecological restoration requires a wholly different skill set, tools and considerations than those used in traditional manicured landscape design, installation, and maintenance."

In addition, Public Works has successfully used BEDROCK for their own projects, including the WRC Pollinator Meadow and to re-establish the floodplain buyout properties that failed under a previous contractor. BEDROCK also did a successful job as the prime contractor for the Village's "Park Unit 1"

detention basin retrofit (at Munson Dr & Kuhn Rd), whose native vegetation was found to be fully established as of fall 2021.

When Bedrock Earthscapes, LLC was selected in 2011, their prices were compared to previously bid pond shoreline maintenance projects and offered a substantial savings over preceding contractors. Aside from a 5% inflation increase, the current price for FY2022/23 has increased due to additional scope of work in the Carol Stream Venture East Wetland (\$930), the Tubeway Drive Basin (\$800), and the inclusion of the aforementioned The Park Unit 1 (\$850):

FY2022/23	\$24,465.00
FY2021/22	\$20,730.00
FY2020/21	\$20,775.00
FY2019/20*	\$26,500.00
FY2018/19	\$15,925.00
FY2017/18	\$18,940.00
FY2016/17	\$19,900.00

(*) Includes \$7,400 in enhancement work.

The budgeted amount within the FY2022/23 Pond and Stream Maintenance Account (01620600-52272) for Native Plant Management is \$30,000 and \$20,000 for Prescribed Burning. The BEDROCK proposal does not include an assumed \$19,640 in prescribed burning (by others), so there is sufficient dollars available for contingency and possible enhancement projects within the Pond and Stream Maintenance Account. There are no other encumbrances at this time.

Therefore, Engineering Staff recommends that the enclosed FY 2022/23 Pond and Stream Maintenance – Native Plant Management Contract be awarded to Bedrock Earthscapes, LLC for \$24,465.00 pursuant to the provisions of Section 5-8-14(B) of the Carol Stream Code of Ordinances.

cc: Jon Batek, Finance Director
Phil Modaff, Public Works Director

Enclosure



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • ROBERT MELLOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

I. MAINTENANCE SERVICES AGREEMENT

POND AND STREAM MAINTENANCE (52358) FY2022-2023 NATIVE PLANT MANAGEMENT”

THIS CONTRACT (“Contract”) is made and entered into by and between the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation and home rule unit of government, (hereinafter referred to as the "Village") and **BEDROCK EARTHSCAPES, LLC** hereinafter to as (the "Contractor") and its successors.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract shall embrace and include all of the Contract Documents listed below and shall be incorporated herein by reference:
 - I MAINTENANCE SERVICES AGREEMENT
 - II GENERAL TERMS & CONDITIONS
 - III SPECIAL PROVISIONS
 - IV EXHIBITS
 - V SCHEDULE OF PRICES
 - VI GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS
 - VII CERTIFICATE OF INSURANCE

2. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.

3. This Contract and the Contract Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

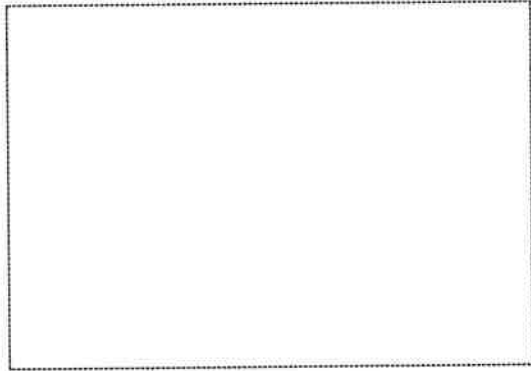
VILLAGE OF CAROL STREAM

IN WITNESS WHEREOF, the Contractor has hereunto set their hands this 27th day of April, 2022.

WILLIAM BEDROSSIAN
(Printed Name)

OWNER / MANAGING MEMBER
(Printed Title)

[Handwritten Signature]
(Signature)



(Corporate Seal)

NOTARY PUBLIC – STATE OF ILLINOIS

Subscribed and Sworn to before me this 27th day of April, 2022

Minakshiben M. Patel
(Signature)



(Notary Seal)

THE VILLAGE OF CAROL STREAM, ILLINOIS

IN WITNESS WHEREOF, the Village has hereunto set their hands this _____ day of _____, 20____.

_____, Director of Engineering Services
By

II. GENERAL TERMS & CONDITIONS

1. SCOPE OF SERVICES.

1.1 ENGAGEMENT OF CONTRACTOR.

The Village hereby engages the Contractor, and the Contractor hereby agrees to perform and/or provide all Work, labor, materials, equipment and services and do all else required to complete the Project in accordance with and as set forth within this Contract and the Contract Documents identified herein.

1.2 CONTRACT AND CONTRACT DOCUMENTS.

The Contract Documents represent the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall consist of this Contract between the Village and Contractor and any written modifications issued after execution of the Contract signed by both the Village and Contractor.

1.3 WORK.

The term "Work" means all of the services required by the Contract Documents, and includes all labor, materials, equipment, tools, and other facilities and services provided or to be provided by the Contractor in order to fulfill the Contractor's obligations under the Contract. The Contractor shall provide an adequate number of competently trained and skilled personnel with sufficient supervision to provide the services as set forth in the Contract Documents. The Contractor shall schedule and perform the Work to meet the requirements of the Village. All services shall be provided in compliance with the Contract Documents shall be performed in a good and workmanlike manner. The Contractor shall supervise and direct the Work using Contractor's best skill and judgment. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

1.4 MEETING BEFORE WORK COMMENCES.

It is mandatory that the Contractor meet with the Director of Engineering Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

1.5 CONTROL OF MATERIALS AND INSPECTIONS BY VILLAGE.

1.5.1 MATERIAL QUALITY & INCORPORATION INTO THE WORK

THIS STANDARD CLAUSE HAS BEEN PURPOSEFULLY OMITTED.

1.5.2 DEFECTIVE MATERIALS

THIS STANDARD CLAUSE HAS BEEN PURPOSEFULLY OMITTED.

1.5.3 INSPECTION OF COMPLETED WORK

The Village shall have the right to inspect any services or completed work specified herein. Upon a determination that such work has not been completed in accordance with the Contract, the Village may order that such corrective action be taken as necessary to complete the Work.

1.6 PUBLIC SAFETY AND CONVENIENCE.

The Contractor is solely responsible for ensuring that all work performed under this agreement is conducted in a safe manner and that all employees performing work for the contractor have received safety training on a regular and consistent basis and is in compliance with OSHA and other regulatory provisions.

1.7 DAMAGES TO PUBLIC OR PRIVATE PROPERTY.

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

1.8 SUBLETTING.

Contractor shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or any or all of his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the prior written consent of an authorized representative of the Village of Carol Stream. In no case shall consent relieve the Contractor from his obligations under this Contract or change the terms of this Contract.

1.9 ALTERATIONS, CANCELLATIONS, EXTENSIONS AND DEDUCTIONS.

The Village reserves the right to alter the program, add such work as may be necessary, and delete such work that might not be necessary to accomplish such changes that the Village staff feels appropriate in order to develop a program that is within available funding capabilities.

1.10 REPRESENTATION OF THE CONTRACTOR.

The Contractor represents that it is financially solvent, has the necessary resources, is sufficiently experienced and competent to perform and complete the execution of the Work necessary to complete the Project.

1.11 WORK HOURS

Normal work activity shall adhere to the Village's Code addressing noise pollution under §14-2-16(G)(4), which permits work between 6:00 A.M. to 8:00 P.M. Monday through Friday and Saturdays between 8:00 A.M. and 8:00 P.M. No work shall occur on Sundays or federally recognized holidays.

1.12 PERMITS.

The Contractor is responsible for obtaining all local, state and federal permits necessary.

1.13 USE OF FIRE HYDRANTS

Under no circumstances shall water for construction purposes be drawn from any public or private fire hydrant. Water for construction purposes is only available to the Contractor from the Public Works Facility, 124 Gerzevske Lane, Carol Stream, IL 60188. Access to the Facility is

restricted, so the Contractor shall coordinate with the Director of Public Works ahead of time. The water is available at no additional cost when used in conjunction with this Work.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed within ten (10) feet of a fire hydrant.

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 CONTRACT AMOUNT - PAYMENTS.

The Village agrees to pay the Contractor for the performance of the Work of this Contract for the completion of the Project, subject to additions and deductions as provided in the Contract Documents, the Total Contract Price as shown on the SCHEDULE OF PRICES.

Contractor may invoice the Village for Work completed at intervals not to exceed a monthly basis. Such progress payments will be made by the Village for all Work completed in a satisfactory manner and in accordance with the specifications stated herein, in accordance with the Illinois Prompt Payment Act. Ten per cent (10%) of each progress payment will be withheld by the Village until Substantial Completion.

2.2 SUBSTANTIAL COMPLETION.

Substantial Completion shall mean the stage in the progress of the Work when the Work is sufficiently complete so that the Village can utilize the Work for its intended use.

2.3 APPLICATION FOR PAYMENTS AND LIEN WAIVERS.

The Contractor shall submit an application for payment in an approved format ("Application for Payment") to the Village for payments under this Contract. The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by the Village or its designated representative without such lien waiver and Contractor's sworn statements unless they are conditioned upon such waivers and statements. Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all Work performed under the Contract relative to the Project including all work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors. The Village may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the Village. Final payment will be made by the Village only upon inspection of the Work, completion of any punch list items and after receipt of final release and waiver of liens from all Subcontractors and material suppliers for the Work.

2.4 AUTHORITY TO WITHHOLD PAYMENT.

The Village may decline to pay an invoice, in whole or in part, to the extent Village decides it is necessary to protect it from loss due to any of the following:

- (i) Breach by Contractor of any of its obligations under the Contract (including the costs to Village of remedying the breach (whether by replacing or repairing the Work or

- otherwise) and all other costs directly attributable to other services that are required to be performed in connection with remedying such breach);
- (ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims;
 - (iii) Contractor's failure to properly pay Subcontractors or to properly pay for equipment, materials or labor;
 - (iv) Damage to Village's or another's project where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of Contractor and Subcontractors or their agents, employees or any other person to whom, directly or indirectly, Contractor or any Subcontractor may be liable;
 - (v) Reasonable evidence that the Work will not be completed within the time requirements specified in the Contract or for the balance of the Contract Sum or Contract Price then unpaid;
 - (vi) Unsatisfactory Work performed; or
 - (vii) Incomplete, inaccurate, or unauthorized billing.

2.5 RECORDS.

The Contractor shall maintain records showing actual time devoted, type of Work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Contractor for Work done pursuant to this Contract.

2.6 CHANGE ORDERS.

- (i) Changes in the Work may only be accomplished by a Change Order signed by the Village Manager to change the Work, Contract sum or Contract time.
- (ii) Where a Change Order or a series of Change Orders authorize or necessitate an increase or decrease in either the cost of the Project totaling \$10,000 or more or the time of completion of the Project by 30 days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the Contract was signed; or the change is germane to the original Contract as signed; or the Change Order is in the best interest of the and authorized by law in accordance with 720 ILCS 5/33E 9. In addition, any Change Order on the Project that authorizes or necessitates any increase in the total amount of the Contract that is 50% or more of the original Contract Sum or Contract Price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is 50% or more of the original subcontract price, then the portion of the Contract that is covered by the Change Order must be resubmitted for bidding in accordance with the Public Works Contract Change Order Act (50 ILCS 525/1 et seq.).

2.7 TAXES.

Contractor acknowledges that the Village is a tax exempt entity under the laws of the State of Illinois and that the Village shall, as part of its undertakings under this Contract, provide to the Contractor all certificates of exemptions and tax exempt numbers needed to entitle Contractor to purchase material and other items to be used on the Work or incorporated into the Work on a tax-exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax-exempt status, and

Contractor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall be entitled to a credit against the Contract Sum or Contract Price for any sales tax paid by Contractor or any subcontractor of any tier which is shown to have been charged to the Village as part of the Contract Sum or Contract Price, as a component of the schedule of values, as a unit price, or otherwise.

2.8 ADDITIONAL SERVICES.

The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Contract (“Additional Services”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written approval of the Village.

2.9 PROMPT PAYMENT ACT.

All payments made under this Contract shall be made in conformance with the provisions of the Local Government Prompt Payment Act. 50 ILCS 505/1 et seq.

3. COMMENCEMENT OF CONTRACT.

3.1 COMMENCEMENT; TIME OF PERFORMANCE.

The Work on this Contract shall commence upon the issuance of a written notice to proceed and continue expeditiously from that date until substantial completion on **April 30, 2023** or as otherwise set forth in the notice to proceed.

Time is of the essence with regard to the performance of the Work related to this Contract. Failure to meet the time frame of the Contract shall be considered an occasion of default under the Contract. The Contract time shall not be increased without the express written consent of the Village.

4. INSURANCE, INDEMNIFICATION, BONDS AND WARRANTY.

4.1 INSURANCE.

The Contractor shall carry workers’ compensation and commercial general liability insurance in the amounts set forth below and provide the Village with certificates of insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and be rated at least A VI by A.M. Best Company.

4.1.1 WORKERS’ COMPENSATION COVERAGE

STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the Work under this Contract.

4.1.2 EMPLOYER’S LIABILITY:

\$1,000,000 minimum liability.

4.1.3 COMMERCIAL GENERAL LIABILITY COVERAGE

Bodily injury and property damage (including Premises-Operations; Independent Contractor’s; Products and Completed Operations: Broad Form Property Damage). The Village

and its officers, agents and employees shall be named as an additional insured.

Limits:	Each Occurrence – Combined Single Limit	\$1,000,000
	Aggregate – Completed Operations	\$1,000,000
	Each Occurrence – Blanket Contractual Liability	\$1,000,000

4.1.4 COMMERCIAL AUTOMOBILE LIABILITY COVERAGE

The Contractor shall maintain, until the completion and acceptance of the Work under this Contract, insurance to protect from claims for bodily injury and property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. The Village shall be named as an additional insured.

Limits:	Bodily Injury and Property	\$1,000,000
	Damage combined single limit	

4.1.5 UMBRELLA EXCESS LIABILITY

The Village and its officers, agents and employees shall be named as an additional insured.

Limits:	Liability Insurance:	\$1,000,000
		Over Primary Commercial General
		\$10,000 Retention

4.1.6 PROFESSIONAL LIABILITY COVERAGE

Professional services contract only.

Limits:	Each Occurrence:	\$1,000,000
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The Contractor shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- (i) All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All certificates of insurance shall name the Village, its officers, Agents and employees as additional insureds on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- (ii) All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- (iii) The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor’s insurance in the Contract Documents.
- (iv) Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing Work by Contractor or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. Failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
- (v) The Contractor agrees that the obligation to provide insurance is solely the Contractor’s

- responsibility and cannot be waived by any act or omission of the Village.
- (vi) The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
 - (vii) The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the Work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - (viii) The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the certificates of insurance shall include as named additional insured the Village and its officers, agents and employees.

4.2 INDEMNIFICATION.

To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend and hold harmless the Village of Carol Stream and Hey and Associates, Inc., and its officers, employees and agents (collectively "Indemnitee"), from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the Work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law of the Contractor or anyone or entity directly or indirectly employed by Contractor for whose acts Contractor may be liable. Under no circumstance shall Contractor's indemnification apply to Damages caused by the sole negligence of the Indemnitee. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. Contractor shall protect, indemnify, and hold and save harmless the Village from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any obligations under or Contractor's default of any provision of the Contract Documents.

4.3 PERFORMANCE AND LABOR & MATERIAL BONDS.

THIS STANDARD CLAUSE HAS BEEN PURPOSEFULLY OMITTED.

4.4 WARRANTY.

THIS STANDARD CLAUSE HAS BEEN PURPOSEFULLY OMITTED.

5. PREVAILING WAGES

5.1 PREVAILING WAGES.

This Contract **DOES NOT** call for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (“the Act”).

5.2 RECORDS AND CERTIFIED PAYROLL.

THIS STANDARD CLAUSE HAS BEEN PURPOSEFULLY OMITTED.

6. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

6.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

Contractor shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances. This provision shall not be limited to those statutes, ordinances and/or regulations referred to herein.

6.2 CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS.

Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Contractor shall execute the attached Certification at EXHIBIT “2”.

6.3 PAYMENTS TO THE ILLINOIS DEPARTMENT OF REVENUE.

Contractor certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue. Contractor shall execute the attached Certification at EXHIBIT “3”.

6.4 ILLINOIS DRUG FREE WORKPLACE ACT.

In the event the Contractor has twenty-five (25) or more employees at the time of the execution of this Contract, Contractor agrees to provide a drug-free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq. Contractor shall execute the attached Certification at EXHIBIT “4”.

6.5 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS.

Contractor certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), and will provide a copy thereof to the Village. Contractor shall execute the attached Certification at EXHIBIT “5”.

6.6 ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT.

Contractor certifies that this contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

6.7 NON-DISCRIMINATION: HUMAN RIGHTS ACT.

Contractor hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Contractor shall maintain, and require that its subcontractors maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each Subcontractor shall adopt and maintain a written sexual harassment policy.

6.8 SEXUAL HARASSMENT POLICY.

Contractor certifies that pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each authorized subcontractor has adopted and maintains a written sexual harassment policy that shall include at a minimum, the following:

- (i) The illegality of sexual harassment;
- (ii) The definition of sexual harassment under State law;
- (iii) A description of sexual harassment, utilizing examples;
- (iv) The Contractor's/subcontractor's internal complaint process, including penalties;
- (v) The legal recourse, investigative and complaint process available through the Department and Commission;
- (vi) Directions on how to contact the Department and the Commission; and
- (vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

7. GENERAL PROVISIONS.

7.1 AMENDMENT.

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the Village and Contractor in accordance with all applicable statutory procedures.

7.2 ASSIGNMENT.

This Contract may not be assigned by the Village or the Contractor without the prior written consent of the other party.

7.3 TIME IS OF THE ESSENCE.

Time is of the essence for the performance of the Work and the completion of the Project.

7.4 VENUE AND GOVERNING LAW.

This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

7.5 ARBITRATION AND MEDIATION.

Notwithstanding any inconsistent or contrary provision in any other provision of the Contract Documents, no claim or dispute arising under this Contract shall be subject to arbitration unless the Parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the Parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The Parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

7.6 NO DAMAGES FOR DELAY.

The Contractor agrees that in the event of delay for any reason caused by any party or person, it will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

7.7 NO WAIVER BY PAYMENT.

Notwithstanding any language in the Contract Documents to the contrary, Village shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

7.8 NO WAIVER OF SUBROGATION.

Notwithstanding any inconsistent or contrary provision in the Contract Documents to the contrary or inconsistent with this provision, the Village shall not be deemed to have waived any right of subrogation which it, its insurance carrier, any self-insurance risk pool or risk management association, (or any combination of these entities) may have against the Contractor, the Engineer, the Architect or any Subcontractor of any tier for any damage caused by Contractor, the Engineer, the Architect or any Subcontractor of any tier, to the Village or Village's property.

7.9 FREEDOM OF INFORMATION ACT.

The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

7.10 LIMITATION OF LIABILITY PROVISIONS.

Notwithstanding any inconsistent or contrary provision in the Contract Documents, the Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Contractor.

7.11 AUTHORITY TO EXECUTE.

7.11.1 THE VILLAGE.

The Village hereby warrants and represents to the Contractor that the persons executing this Contract on its behalf have been properly authorized to do so by its corporate authorities.

7.11.2 THE CONTRACTOR.

The Contractor hereby warrants and represents to the Village that the persons executing this Contract on its behalf have the full and complete right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth in this Contract and that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken.

7.12 ENTIRE AGREEMENT.

This Contract constitutes the entire agreement between the Parties to this Contract and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Contract.

7.13 COUNTERPART EXECUTION.

This Contract may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.14 PATENT AND COPYRIGHT.

The Contractor and its Surety shall pay for all royalties and/or license fees and assume all costs incident to the use in performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject to patent or copyrights held by others, and, additionally, shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor and its Surety shall hold and save the Village and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Contract including its use by the Village, unless otherwise specifically stipulated and agreed to in this Contract.

7.15 ADVERTISEMENT.

The Contractor and subcontractor shall not display any signs, posters, or other advertising matter in or on the Work or on or around the Village property without the specified approval in writing by the Village. In addition, no advertising copy mentioning the Village or quoting the opinions of any of its employees may be released unless such copy is approved in writing by the Village before release.

8. NOTICE.

8.1 NOTICES REQUIRED OR PERMITTED

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return-receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise

expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attn: Director of Engineering Services

Notices and communications to the Contractor shall be addressed and delivered to the person and address for the Contractor identified in II.1.4 MEETING BEFORE WORK COMMENCES.. To the extent the Contractor desires notices to be sent to a different person and/or address than set forth therein, any such alternative contact person and/or address shall be provided to the Village in writing.

9. TERMINATION.

9.1 TERMINATION FOR DEFAULT.

The Village may cancel the Contract for breach, as determined by the Village, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to the Village. This cause for breach may include any cessation or diminution of service which, in the opinion of the Village, is not in its best interest or any failure to comply with the terms of the Contract.

The Village shall notify the Contractor in writing of any Contract breach. The Contractor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, the Village may cancel the Contract by giving thirty (30) days' notice in writing of its intention to cancel this Contract.

In the event of cancellation for breach, the Contractor shall be paid only for Work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

9.2 TERMINATION FOR CONVENIENCE.

The Village shall have the ability to terminate the Contract with thirty (30) days advance notice in its sole and absolute discretion. In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed up until the point of termination.

***** END OF GENERAL TERMS AND CONDITIONS *****

III. SPECIAL PROVISIONS

The following Special Provisions shall govern the Work.

1. WOODY CUTTING

1.1 DESCRIPTION

The Contractor shall cut and remove all herbaceous and non-desirable woody plants up to 1-inch in diameter. This Work shall be done at all locations and during the fourth quarter of FY21/22 (i.e. spring 2022).

1.2 METHOD OF MEASUREMENT

This Work will not be measured for payment.

2. SELECTIVE HERBICIDING

2.1 DESCRIPTION

The Contractor shall apply selective herbicide treatments and selective cutting of non-desirable species during the growing season (i.e. April – September). All herbicide treatments will be made by a licensed pesticide applicator using non-restricted herbicides in accordance with prescribed material labeling.

2.2 SCHEDULE OF HERBIDICE APPLICATIONS

POND/WETLAND NAME	NO. OF APPLICATIONS	MONTHS
Cambridge Walk Pond	4	May/June/Sept/April
Carol Point Northwest Wetland	3	May/June/Sept
Carol Stream Venture West Pond	3	May/June/Sept
Carol Stream Venture East Wetland	4	May/June/Sept/April
Community Park Ponds	3	May/June/Sept
Day Lily Park Pond	3	May/June/Sept
Fair Oaks Road - BMP Swale	2	May/Sept
Jay Steam Pond	3	May/June/Sept
Maple Ridge Pond	3	May/June/Sept
Mill Valley Pond	3	May/June/Sept
NW Gary & Lies Pond	4	May/June/Sept/April
Shenandoah Valley South Pond	3	May/June/Sept
Shenandoah Valley North Pond	3	May/June/Sept
Town Center North Pond	3	May/June/Sept
Town Center Basin	3	May/June/Sept
Tubeway Drive Basin	3	May/June/Sept

2.3 METHOD OF MEASUREMENT

This Work will not be measured for payment.

***** END OF SPECIAL PROVISIONS *****

IV. EXHIBITS

1. LOCATIONS OF PONDS AND WETLANDS



CAROL POINT NORTHWEST WETLAND (60,100 ft²)



CAROL STREAM VENTURE WEST POND (38,500 ft²)



CAROL STREAM VENTURE EAST WETLAND (149,000 ft²)



Perimeter Only = 16,300 ft²

DAY LILY PARK POND (13,200 ft²)



FAIR OAKS ROAD – PCBMP SWALE (45,500 ft²)



JAY STREAM POND (81,900 ft²)



MAPLE RIDGE POND (51,300 ft²)



MILL VALLEY POND (34,800 ft²)



NW GARY & LIES POND (150,100 ft²)



SHENANDOAH VALLEY SOUTH POND (5,900 ft²)



SHENANDOAH VALLEY NORTH POND (20,500 ft²)



TOWN CENTER NORTH POND (23,700 ft²) – [LEFT SIDE]



TOWN CENTER BASIN (11,600 ft²) – [RIGHT SIDE]

THE PARK UNIT ONE BASIN (25,700 ft²)



TUBEWAY DRIVE BASIN (103,100 ft²)



COMMUNITY PARK PONDS (224,400 ft²)



Woody Cutting Only = 40,300 ft²

Cardno Low-Profile Mix = 117,400 ft²

Grass Only Mix = 66,700 ft²

VILLAGE OF CAROL STREAM

V. SCHEDULE OF PRICES

No.	Items	Unit	Qty	Unit Price	Extended Price
001	WOODY CUTTING				
A	Cambridge Walk Pond	LS	1	\$740.00	\$740.00
B	Carol Point Northwest Wetland	LS	1	\$650.00	\$650.00
C	Carol Stream Venture West Pond	LS	1	\$130.00	\$130.00
D	Carol Stream Venture East Wetland	LS	1	\$200.00	\$200.00
E	Community Park Ponds	LS	1	\$400.00	\$400.00
F	Day Lily Park Pond	LS	1	\$70.00	\$70.00
G	Fair Oaks Road - BMP Swale	LS	1	\$830.00	\$830.00
H	Jay Steam Pond	LS	1	\$250.00	\$250.00
J	Maple Ridge Pond	LS	1	\$240.00	\$240.00
K	Mill Valley Pond	LS	1	\$150.00	\$150.00
L	NW Gary & Lies Pond	LS	1	\$680.00	\$680.00
M	Shenandoah Valley South Pond	LS	1	\$50.00	\$50.00
N	Shenandoah Valley North Pond	LS	1	\$160.00	\$160.00
P	The Park Unit 1 Basin	LS	1	\$50.00	\$50.00
Q	Town Center North Pond	LS	1	\$120.00	\$120.00
R	Town Center Basin	LS	1	\$50.00	\$50.00
S	Tubeway Drive Basin	LS	1	\$450.00	\$450.00
				SUBTOTAL	\$5,220.00
002	SELECTIVE HERBICIDING				
A	Cambridge Walk Pond	LS	1	\$3,000.00	\$3,000.00
B	Carol Point Northwest Wetland	LS	1	\$1,590.00	\$1,590.00
C	Carol Stream Venture West Pond	LS	1	\$720.00	\$720.00
D	Carol Stream Venture East Wetland	LS	1	\$1,560.00	\$1,560.00
E	Community Park Ponds	LS	1	\$1,335.00	\$1,335.00
F	Day Lily Park Pond	LS	1	\$360.00	\$360.00
G	Fair Oaks Road - BMP Swale	LS	1	\$1,314.00	\$1,314.00
H	Jay Steam Pond	LS	1	\$735.00	\$735.00
J	Maple Ridge Pond	LS	1	\$960.00	\$960.00
K	Mill Valley Pond	LS	1	\$690.00	\$690.00
L	NW Gary & Lies Pond	LS	1	\$2,380.00	\$2,380.00
M	Shenandoah Valley South Pond	LS	1	\$318.00	\$318.00
N	Shenandoah Valley North Pond	LS	1	\$405.00	\$405.00
P	The Park Unit 1 Basin	LS	1	\$800.00	\$800.00
Q	Town Center North Pond	LS	1	\$660.00	\$660.00
R	Town Center Basin	LS	1	\$318.00	\$318.00
S	Tubeway Drive Basin	LS	1	\$2,100.00	\$2,100.00
				SUBTOTAL	\$19,245.00
TOTAL PRICE					\$24,465.00

VI. GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS

I, William A. Bedrossian (name), certify that I am employed as the

Owner/Managing Member (title) of

Bedrock Earthscapes, LLC (company),

a contractor/subcontractor for the work described in the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

7. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability , or unfavorable discharge from military service. The Company and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

8. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- a. the illegality of sexual harassment;
- b. the definition of sexual harassment under State law;
- c. a description of sexual harassment, utilizing examples;
- d. the Company’s/subcontractor’s internal complaint process, including penalties;
- e. the legal recourse, investigative and complaint process available through the Department and Commission;
- f. directions on how to contact the Department and the Commission; and
- g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or Consultant on request

9. Drug Free Workplace Act

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 580/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

WILLIAM BERROSSIAN

(Printed Name)

OWNER/MANAGING MEMBER

(Printed Title)

[Handwritten Signature]

(Signature)

Corporate Seal

Subscribed and Sworn to before me this 27th day of April, 2022

Minakshi M. Patel.

(Notary Public)

02/02/2026

(Commission Expiration Date)



VII. CERTIFICATE OF INSURANCE

Village of Carol Stream
 Interdepartmental Memo

TO: Robert Mellor, Village Manager
 FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*
 DATE: April 27, 2022
 RE: Klein Creek Streambank Stabilization – Section I Project
 Award of a Construction Contract to Earthwerks Land
 Improvement & Development Corp.

Engineering Services issued the Invitation for Bids on April 5th, as well as minor revisions to the plans and specifications via Addendums No. 01 on April 22nd and No. 02 on April 27th. Staff pre-qualified five planholders for bidding based on criteria identified in the bid package, while denying one planholder. Only one pre-qualified planholder did not submit due to a technical issue that prevented them from submitting on time. The public bid opening occurred on April 27th at 11:00 a.m. via Zoom using QuestCDN’s VirtuBid™/vBid™ where the following bid prices were read aloud.

FIRM	ADDRESS	BASE PRICE	% OF ESTIMATE	OPTION PRICE
Earthwerks Land Improvement & Development	Batavia, IL	\$3,488,664.00	92%	\$72,000.00
Village of Carol Stream - Engineer's Estimate		\$3,800,000.00	100%	---
Resource Environmental Solutions, LLC	Bellaire, TX	\$3,897,388.88	103%	\$52,200.00
V3 Construction Group, Ltd.	Woodridge, IL	\$4,348,690.00	115%	\$48,600.00
Martam Construction, Inc.	Elgin, IL	\$7,445,205.04	196%	\$81,846.00

Over 8,000 cubic yards of excess dirt from the streambank stabilization will be spoiled in the area north of McNees Drive, just west of the WRC entrance. The Park District expressed interest in using approximately 1,800 cubic yards to level the cricket pitch at McCaslin Park. The close proximity to the project made it seem cost effective, so staff included an option for hauling, shaping, and restoring in the bid package. The lowest bidder’s price of \$72,000 however, is more than the Park District is willing to spend at this time, so the option is not included in this recommendation for award.

The contract’s terms and conditions requires substantial completion by July 1, 2023 and all native plantings established by January 25, 2027. The FY23 5 Year Capital Improvement Program budgeted a total of \$3,800,000 for construction, with \$3,180,000 expended in FY23, \$500,000 in FY24, and \$60,000 each in FY25 and FY26.

However, a substantial portion of the expenses will be reimbursed in accordance with the several grant agreements awarded to date. Note that the final cost to the Village as shown below does not include the \$500,000 that was recently applied for from DuPage County Stormwater's American Rescue Plan Act competitive grant program, whose results won't be known until early June 2022.

Lowest Base Bid Price	\$3,488,664.00
DRSCW Grant Agreement (Section I-A)	-\$1,100,000.00
WQIP Grant Reimbursement (Section I-B)	-\$125,000.00
IEPA 319h Grant Agreement (Section I-B)	-\$500,000.00
Final Cost to Village	\$1,763,664.00

From a review of the references provided, the firm's reputation within the industry, and the consultant's and staff's past experience working with the firm, staff have concluded that Earthwerks Land Improvement & Development Corp. is a responsible bidder. Therefore, staff recommends awarding to Earthwerks Land Improvement & Development Corp. at the contract unit prices with an estimated total price of \$3,488,664.00.

cc: Bill Cleveland, Engineering Services Director
 Phil Modaff, Public Works Director (via email)
 Jon Batek, Finance Director (via email)

Attachments:

1. Bid Tab Results

Klein Creek Streambank Stabilization - Section I (#8113431)

Public Bid Opening: 04/27/2022 11:00 AM CDT

BIDDERS / SECTION TITLES	EarthWerks Land Improvement & Development Corp	Resource Environmental Solutions, LLC	V3 Construction Group, Ltd.	Martam Construction, Inc.	Engineer's Estimate
Site Preparation	\$ 250,000.00	\$ 312,700.00	\$ 243,711.00	\$ 850,520.00	---
Tree Removal and Protection	\$ 211,550.00	\$ 67,618.28	\$ 67,997.00	\$ 67,045.55	---
Demolition	\$ 78,290.00	\$ 164,740.20	\$ 127,210.00	\$ 130,782.00	---
Miscellaneous Underground	\$ 92,100.00	\$ 137,360.00	\$ 77,750.00	\$ 262,957.50	---
Earthwork	\$ 798,510.00	\$ 1,502,911.40	\$ 1,896,490.00	\$ 3,603,947.50	---
Streambank Stabilization	\$ 545,084.00	\$ 740,203.60	\$ 535,591.00	\$ 862,794.89	---
Stream Channel Stabilization	\$ 312,550.00	\$ 343,349.90	\$ 486,404.00	\$ 926,286.10	---
Permanent Vegetative Cover	\$ 689,580.00	\$ 540,505.50	\$ 621,437.00	\$ 617,671.50	---
Ecological Management - Year 1	\$ 183,500.00	\$ 22,000.00	\$ 101,100.00	\$ 44,000.00	---
Ecological Management - Year 2	\$ 164,500.00	\$ 35,800.00	\$ 95,500.00	\$ 41,800.00	---
Ecological Management - Year 3	\$ 163,000.00	\$ 30,200.00	\$ 95,500.00	\$ 37,400.00	---
Base Bid Total:	\$ 3,488,664.00	\$ 3,897,388.88	\$ 4,348,690.00	\$ 7,445,205.04	\$ 3,800,000.00
Earthwork - Excess Material - Option	\$ 72,000.00	\$ 52,200.00	\$ 48,600.00	\$ 81,846.00	---
Base Bid + Option Total:	\$ 3,560,664.00	\$ 3,949,588.88	\$ 4,397,290.00	\$ 7,527,051.04	---

SECTION 2: That Chapter 16, Article 4, Section 15 (B)(4) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-4-15 ACCESSORY BUILDINGS AND STRUCTURES, GENERAL.

(B) Location.

(4) No accessory building or structure or portion thereof shall be located in the required front yard, exterior side yard, or interior side yard. Exception: gazebos, outdoor fireplaces, playground equipment, sheds, playhouses, greenhouses, storage buildings, swimming pools, patios, decks and terraces which may be located within an exterior side yard, not less than 15 feet from the lot line adjacent to the street, if the yard is enclosed with an allowable ~~shadowbox~~ fence a minimum of five feet in height.

SECTION 3: That Chapter 16, Article 4, Section 18 (A)(3)(a) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-4-18 OUTDOOR ACTIVITIES AND OPERATIONS, PERMANENT, AND OUTDOOR VEHICLE STORAGE IN THE INDUSTRIAL DISTRICT.

(A) Screening of outdoor activities and operations and outdoor vehicle storage in the I District.

(3) The following minimum screening requirements shall apply to outdoor activities and operations and outdoor vehicle storage not adjacent to or visible from areas identified in § 16-4-18(A)(1).

(a) A fence, which conforms to all fence material requirements detail in § 16-5-98 and is not less than six and not more than eight feet in height.

SECTION 4: That Chapter 16, Article 5, Table 16-5-2 (C) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

<i>Table 16-5-2(C): Schedule of Parking Requirements</i>	
<i>Use</i>	<i>Required Spaces</i>
Commercial Service	
Commercial Service, General	
Day Care Center	
Banks	
Veterinary Clinic/Animal Hospital	
Kennel and Boarding Facility	
Funeral Parlor	
Crematory	

Self Service Laundry Shop/Dry Cleaners	1 / 250 NFA
Blood Donation Centers	
Tattoo Parlors	
Check Cashing/Payday Loan Stores	
Massage Establishments	
Commercial Kitchen	

SECTION 5: That Chapter 16, Article 5, Section 6 (C)(1) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-5-6 LANDSCAPE.

(C) Required right-of-way landscape area.

- (1) All unpaved areas within the street right-of-way shall be seeded or sodded. A developer shall be required to plant a minimum of one canopy tree per every 40 feet of lineal lot frontage within the village parkway adjacent to the subject lot. Required trees shall be planted in accordance with the standards set forth in ~~§ 16-9-8~~ the Village's Urban Forestry Management Plan and as approved by the Public Works Director.

SECTION 6: That Chapter 16, Article 4, Section 8 (D)(2)(b)(ii) of the Carol Stream Unified Development Ordinance is hereby added as follows:

§ 16-5-8 FENCES.

(D) Fences on lots with residential or institutional uses.

(2) Fences in exterior side, interior side, and/or rear yards.

(b) Materials.

II. Fences in exterior side yards abutting a major street as set forth in § 16-5-2(F)(2)(d), and fences in exterior side yards abutting the streets listed below, shall meet the material and design requirements of § 16-5-8 (D)(3)(c) and (D)(3)(d).

i. Birchbark Trail

ii. Woodhill Drive, west of Kuhn Road

SECTION 7: That Chapter 16, Article 5, Section 8 (D)(4)(k) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-5-8 FENCES.

(D) Fences on lots with residential or institutional uses.

(4) Exemptions for residential properties.

(k) Single-unit residential use adjacent to a public or private recreational use. A fence may be erected at a height not to exceed six feet along a rear or side yard line of a property in a single-unit residential district which abuts a lot line of a property that is not used for dwelling purposes and is improved with, and has a principal use of,

a public or private recreational use such as, but not limited to, a swimming pool, tennis courts, basketball courts, golf course, driving range, or mini-golf facility.

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Julia Schwarze, Village Clerk

SECTION 2: That Chapter 16, Article 4, Section 15 (B)(4) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-4-15 ACCESSORY BUILDINGS AND STRUCTURES, GENERAL.

(B) Location.

(4) No accessory building or structure or portion thereof shall be located in the required front yard, exterior side yard, or interior side yard. Exception: gazebos, outdoor fireplaces, playground equipment, sheds, playhouses, greenhouses, storage buildings, swimming pools, patios, decks and terraces which may be located within an exterior side yard, not less than 15 feet from the lot line adjacent to the street, if the yard is enclosed with an allowable fence a minimum of five feet in height.

SECTION 3: That Chapter 16, Article 4, Section 18 (A)(3)(a) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-4-18 OUTDOOR ACTIVITIES AND OPERATIONS, PERMANENT, AND OUTDOOR VEHICLE STORAGE IN THE INDUSTRIAL DISTRICT.

(A) Screening of outdoor activities and operations and outdoor vehicle storage in the I District.

(3) The following minimum screening requirements shall apply to outdoor activities and operations and outdoor vehicle storage not adjacent to or visible from areas identified in § 16-4-18(A)(1).

(a) A fence, which conforms to all fence material requirements detail in § 16-5-8 and is not less than six and not more than eight feet in height.

SECTION 4: That Chapter 16, Article 5, Table 16-5-2 (C) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

<i>Table 16-5-2(C): Schedule of Parking Requirements</i>	
<i>Use</i>	<i>Required Spaces</i>
Commercial Service	
Commercial Service, General	
Day Care Center	
Banks	
Veterinary Clinic/Animal Hospital	
Kennel and Boarding Facility	
Funeral Parlor	
Crematory	
Self Service Laundry Shop/Dry Cleaners	

Blood Donation Centers	1 / 250 NFA
Tattoo Parlors	
Check Cashing/Payday Loan Stores	
Massage Establishments	
Commercial Kitchen	

SECTION 5: That Chapter 16, Article 5, Section 6 (C)(1) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-5-6 LANDSCAPE.

(C) Required right-of-way landscape area.

(1) All unpaved areas within the street right-of-way shall be seeded or sodded. A developer shall be required to plant a minimum of one canopy tree per every 40 feet of lineal lot frontage within the village parkway adjacent to the subject lot. Required trees shall be planted in accordance with the standards set forth in the Village’s Urban Forestry Management Plan and as approved by the Public Works Director.

SECTION 6: That Chapter 16, Article 4, Section 8 (D)(2)(b)(ii) of the Carol Stream Unified Development Ordinance is hereby added as follows:

§ 16-5-8 FENCES.

(D) Fences on lots with residential or institutional uses.

(2) Fences in exterior side, interior side, and/or rear yards.

(b) Materials.

II. Fences in exterior side yards abutting a major street as set forth in § 16-5-2(F)(2)(d), and fences in exterior side yards abutting the streets listed below, shall meet the material and design requirements of § 16-5-8 (D)(3)(c) and (D)(3)(d).

i. Birchbark Trail

ii. Woodhill Drive, west of Kuhn Road

SECTION 7: That Chapter 16, Article 5, Section 8 (D)(4)(k) of the Carol Stream Unified Development Ordinance is hereby amended as follows:

§ 16-5-8 FENCES.

(D) Fences on lots with residential or institutional uses.

(4) Exemptions for residential properties.

(k) Single-unit residential use adjacent to a public or private recreational use. A fence may be erected at a height not to exceed six feet along a rear or side yard line of a property in a single-unit residential district which abuts a lot line of a property that is not used for dwelling purposes and is improved with, and has a principal use of, a public or private recreational use such as, but not limited to, a swimming pool, tennis courts, basketball courts, golf course, driving range, or mini-golf facility.

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: April 26, 2022
RE: Liquor License – Bella’s Pizza, 1045 Fountain View Drive

Attached for your review and consideration is an Ordinance granting a Class F Liquor License to Bellas Pizza, LLC d/b/a Bella’s Pizza located at 1045 Fountain View Drive. The Class F License will permit the sale of beer and wine for consumption on premise.

The application submitted by Bellas Pizza, LLC has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-05-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS F LIQUOR LICENSES FROM 9 TO 10
(BELLAS PIZZA, LLC D/B/A BELLA'S PIZZA, 1045 FOUNTAIN VIEW DRIVE)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
ITS HOME RULE POWERS, as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class F Liquor Licenses from nine (9) to ten (10).

SECTION 2: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: April 26, 2022
RE: Mapleberry Pancake House – Class V License

The Mayor's office has received a request for a Class V license to operate video gaming devices from Masters Pancake House, Inc. d/b/a Mapleberry Pancake House, 1276 Kuhn Road. The Illinois Gaming Board has approved issuance of a State license for video gaming to Mapleberry Pancake House. Attached for your review and consideration is an Ordinance increasing the number of Class V liquor licenses from 17 to 18 which allows establishments to operate video gaming devices.

Staff recommends approval of the attached Ordinance increasing the Class V license by one with regard to Mapleberry Pancake House upon passage and approval by law.

Attachment

ORDINANCE NO. 2022-05-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM
CODE OF ORDINANCES BY INCREASING THE NUMBER OF CLASS V LICENSES
FROM 17 TO 18 (MASTERS PANCAKE HOUSE, INC. d/b/a MAPLEBERRY
PANCAKE HOUSE, 1276 KUHN ROAD)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
ITS HOME RULE POWERS; as follows:

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class V Licenses, authorization to operate video gaming devices, from
17 to 18.

SECTION 2: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:


Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: April 27, 2022

RE: Local Public Agency Agreement for Federal Participation – Kuhn Road
Bike Trail Extension from Lies Road to Army Trail Road

An agreement is required between the Village of Carol Stream and the Illinois Department of Transportation specifying the terms and conditions for the use of federal and state grant funding for construction of the referenced project. The estimated division of cost is \$360,572 in federal funds, \$10,697 in state funds, and \$144,686 in local funds for construction and construction engineering.

The FY22/23 budget includes \$480,000 for project construction, with \$362,300 shown as grant fund revenue and a Village share of \$117,780.0. This is the difference of \$26,986 in anticipated Village costs and an increase of \$8,969 in grant funding. Actual costs will be based off the bid unit prices in the construction contract, not the engineer's estimate of costs.

Actual cost sharing is 75% of construction costs (up to \$275,000) in Surface Transportation funding, and 90% of construction costs over that in ITEP funding (Village pays 10%). Construction engineering will also be paid from ITEP funding, with 80% federal, 10% state, and 10% Village.

Engineering staff therefore recommends the Local Public Agency Agreement for Federal Participation for the Kuhn Road Bike Trail extension be approved and submitted to the Illinois Department of Transportation along with the Resolution for Funding.

Cc: Jon Batek, Finance Director
Adam Frederick, Assistant Village Engineer

Attachment

Village of Carol Stream
Location: Kuhn Road
Section No.: 15-00060-00-BT
Project No.: P3UM(244)
Job No.: C-91-403-15
DuPage County

RESOLUTION NO. _____

**A RESOLUTION COMMITTING LOCAL FUNDS FOR CONSTRUCTION AND
CONSTRUCTION ENGINEERING FOR THE KUHN ROAD BIKE PATH PROJECT
(SECTION NUMBER: 15-000-60-00-BT)**

WHEREAS, the Village of Carol Stream has determined that the construction of a bike path on Kuhn Road between Army Trail Road and Lies Road will be beneficial for the residents of Carol Stream; and

WHEREAS, the Kuhn Road Bike Path project has received Federal and State funding through the Surface Transportation Program (STP) and Illinois Transportation Enhancements Program (ITEP); and

WHEREAS, the STP and ITEP are federally funded programs processed through the Illinois Department of Transportation (IDOT), which require local agencies to enter into a "Local Public Agency Agreement for Federal Participation" (hereinafter "AGREEMENT") to utilize federal funding for Construction and Construction Engineering; and

WHEREAS, the Kuhn Road Bike Path project has been awarded \$275,000 in STP funding and \$96,300 in ITEP funding for Construction and Construction Engineering; and

WHEREAS, in order to obligate STP and ITEP funding, the Village of Carol Stream is required by IDOT to provide a local funding match for Construction and Construction Engineering; and

WHEREAS, the Village Board has determined that it is reasonable, necessary and desirable to enter into the AGREEMENT for Construction and Construction Engineering of the Kuhn Road Bike Path project.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Carol Stream that there is hereby appropriated the sum of one hundred and forty-four thousand and six hundred and eighty-six (\$144,686), or as much may be necessary to complete the project, in local matching funds for Construction and Construction Engineering for the Kuhn Road Bike Path project.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to the advancement and completion of said project.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency Village of Carol Stream		County DuPage	Section Number 15-00060-00-BT
Fund Type STP, ITEP	ITEP, SRTS, HSIP Number(s) 131086, 143066	MPO Name CMAP	MPO TIP Number 08-14-0024
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way			

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-403-15	P3UM(244)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name Kuhn Road	Key Route 9-2554	Length 0.71	From 0.0	To 0.71
Location Termini Lies Road to Army Trail Road				
Current Jurisdiction Village of Carol Stream	Existing Structure Number(s)	<input type="button" value="Add Location"/> <input type="button" value="Remove"/>		

PROJECT DESCRIPTION

Construction of a bike path along Kuhn Road between Lies Road and Army Trail Road.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share BAL _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Draft Funding Resolution
<input checked="" type="checkbox"/>	4.	GATA Addendum
<input type="button" value="Add Row"/>		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Frank Saverino

Title of Official

Mayor

Signature

Date

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The above signature certifies the agency's Tin number is
362510906 conducting business as a Governmental Entity.

Duns Number 051080190

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Yangsung Kim, Chief Counsel

Date

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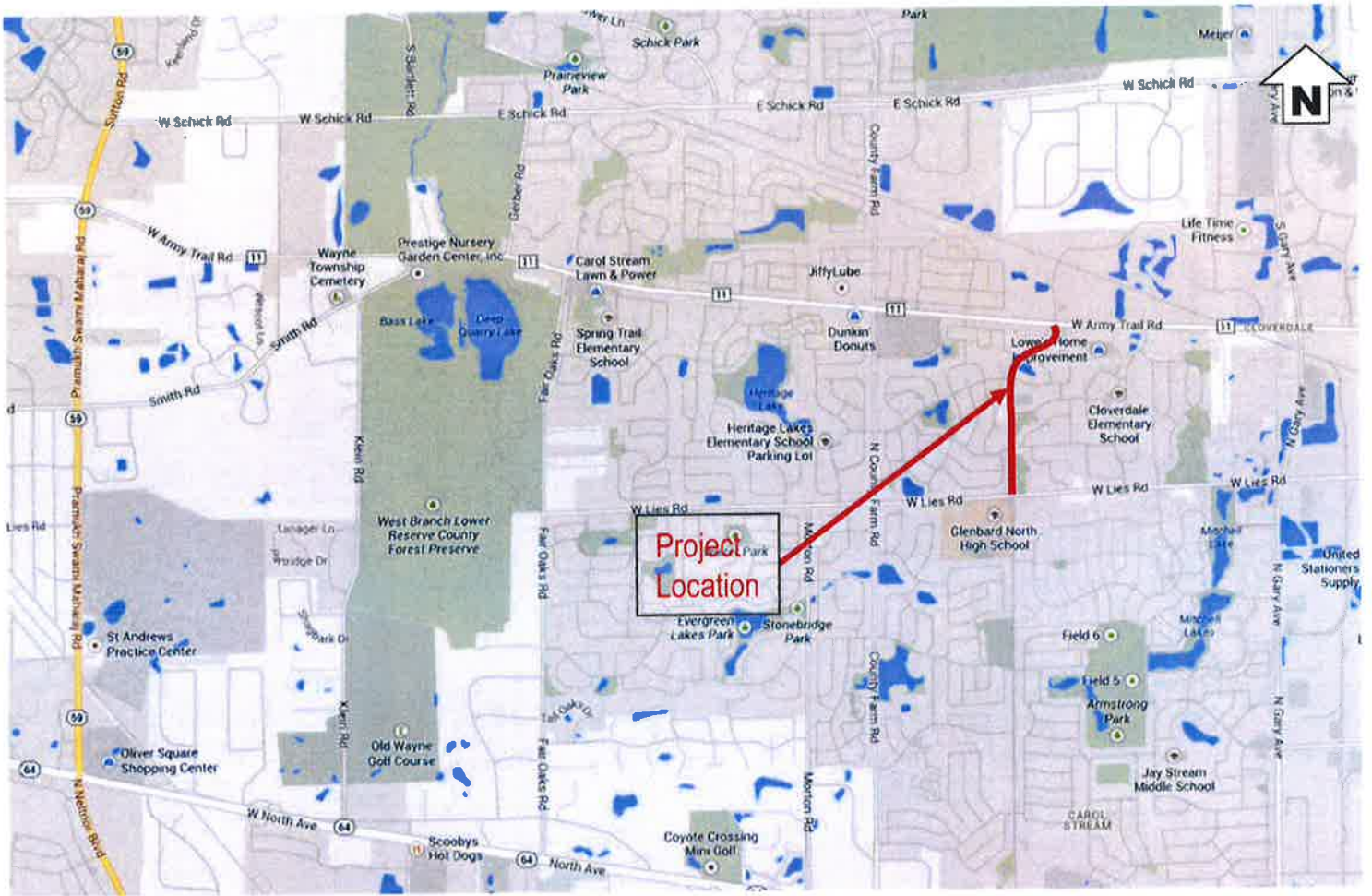
Joanne Woodworth, Acting Chief Fiscal Officer

Date

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NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Location Map



Addendum 1 - Location Map

Kuhn Road Bikeway
Lies Road to Army Trail Road
Village of Carol Stream

Addendum 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting


The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: April 27, 2022

RE: Local Public Agency Engineering Services Agreement – Kuhn Road
Bike Trail Extension from Lies Road to Army Trail Road

In accordance with Illinois Department of Transportation policies and procedures for selecting consultants for federal funded projects using the Quality Based Selection (QBS) process, Engineering staff advertised for construction engineering services in the fall of 2021. The consultant was selected using a weighted project criteria evaluation by an established selection committee.

TranSystems Corporation was ranked highest and contract negotiation began with Village staff. TranSystems has also served as the construction engineer for the Lies Road, Kuhn Road and Fair Oaks Road bike trail projects. The amount of \$61,765 was agreed upon (\$55,887 TranSystems and \$5,878 sub consultant). The Village is responsible for \$6,176.50 (10%) of the \$61,765 and the remainder is funded by state and federal ITEP grants.

Engineering staff therefore recommends that the Local Public Agency Engineering Services Agreement for the Kuhn Road Bike Trail extension from Lies Road to Army Trail Road with TranSystems Corporation be approved in the amount of \$61,765.00.

Cc: Jon Batek, Finance Director
Adam Frederick, Assistant Village Engineer

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ILLINOIS DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION
WITH REGARD TO KUHN ROAD BIKE TRAIL EXTENSION
FROM LIES ROAD TO ARMY TRAIL ROAD**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Engineering Services Agreement for Federal Participation with regard to Kuhn Road Bike Trail Extension from Lies Road to Army Trail Road attached hereto as Exhibit "A", and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Agreement, in the appropriate form, attached hereto as Exhibit "A".

SECTION 2: That all Resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 2nd DAY OF MAY, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For Federal CE Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Village of Carol Stream		DuPage	15-00060-00-BT	C-91-403-15
Project Number	Contact Name	Phone Number	Email	
P3UM(244)	Bill Cleveland	(630) 871-6220	bcleveland@carolstream.org	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Kuhn Road	9-2554	0.72	N/A

Location Termini	Add Location
Lies Road to Army Trail Road	Remove Location

Project Description

Construction of a bike path along Kuhn Road between Lies Road and Army Trail Road.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
TranSystems	Lou Beugnet	(847) 354-5732	lgbeugnet@transystems.com

Address	City	State	Zip Code
1475 E Woodfield Road, Suite 600	Schaumburg	IL	60173

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

- 6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
- 7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

- 1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
- 2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying 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 (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) 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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TranSystems Corporation	43-0839725	\$55,887.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Interra, Inc.	36-4045796	\$5,878.00
Subconsultant Total		\$5,878.00
Prime Consultant Total		\$55,887.00
Total for all work		\$61,765.00

Add Subconsultants

AGREEMENT SIGNATURES

Attest: The of

Local Public Agency Type Name of Local Public Agency

By (Signature & Date) By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Title

Carol Stream

Village

Clerk

[Empty box for Title]

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

TranSystems

By (Signature & Date)

[Empty box for Signature & Date]

Title

Senior Vice President

By (Signature & Date)

[Empty box for Signature & Date]

Title

Assistant Vice President

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00060-00-BT

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A - Scope of Services

EXHIBIT A

SCOPE OF SERVICES

Lies Road Bike Path (Gary Avenue to Schmale Road) and
Kuhn Road Bike Path (Lies Road to Army Trail Road Projects)

CONSTRUCTION ENGINEERING PHASE III SERVICES

The engineering consultant for Phase III Construction Engineering shall perform Supervision, Inspection, and Testing for Construction Engineering as outlined in IDOT Bureau of Local Roads and Streets Manual and IDOT Construction Manual and prepare and submit all required reports and documentation associated with construction. All materials that are used for construction will be inspected and tested for compliance with the requirements of the IDOT Standard Specifications, the Project Procedures guide, and the project Special Provisions.

1. Pre-Construction Tasks:

- a. Attend a preconstruction conference with the contractor, Village, IDOT, DuDOT and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
- b. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- c. Review the construction schedule submitted by the contractor for compliance with the contract.
- d. Check and approve, or reject and request resubmittal of submittals made by the contractor for compliance with the contract documents.
- e. Verify all construction staking for principal components of the work.
- f. Assist the Village with public communications and resident newsletters in accordance with the Village's preferred method.

2. Construction Tasks:

- a. Keep an inspector's daily report book in IDOT's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
- b. Be present whenever the contractor is performing work on-site associated with the project.
- c. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. The consultant shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- d. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.

- e. The Consultant will extensively document (via photographs, video and written documentation) the contractor's activities.
 - f. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
 - g. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
 - h. Perform traffic control and erosion control checks.
 - i. Prepare payment requisitions and change orders utilizing IDOT preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.
 - j. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
 - k. Conduct final inspection with the Village and prepare a final list of items to be corrected.
 - l. Verify that all items on the final list have been corrected and make recommendations to the Village.
 - m. Maintain a set of Record Drawings on which all changes are noted.
3. Post-Construction Tasks:
- a. Close out project within IDOT requirements after all construction is completed.
 - b. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
 - c. Collect as-built horizontal and vertical information using a GPS device and prepare final Record Drawings.
 - d. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
 - e. Compile and submit final documentation.
 - f. Pursue and complete final close-out.

In addition to the Scope of Services listed above taken from the Statement of Qualifications, TranSystems will also provide the following services to further enhance our delivery of the projects to the Village ensuring high-quality projects, completed on time, within budget, and with minimal disruption to adjacent residents and businesses:

1. Coordination of Contracts
2. Maintenance of Traffic (Vehicular and Pedestrian)
3. Documentation and Software Tools (HeadLight™ / BlueBeam)
4. Outreach Strategy and Communication Plan

1. Coordination of Contracts

We understand the importance of completing both of the contracts within the Village in a coordinated fashion. Our approach will be flexible to whether we have one contractor on both projects or two separate contractors working independently. We are prepared to provide a second inspector if the two contracts are being run separately. In addition, the RE will oversee all work assisting inspection efforts where needed.

We will take the following actions to ensure the project schedule is met for each of the contracts:

- ▶ Utilities have a great propensity to cause delays and increase costs. TranSystems will continue the coordination that began in design so that their work is completed without negatively impacting our schedule. We will work hand-in-hand with utility companies while they relocate facilities, to ensure that utilities requiring relocation are placed in the proper location the first time. We will review their schedules, track their progress, and anticipate potential future conflicts.
- ▶ The proposed path on Kuhn Road crosses the Canadian National Railroad. Close coordination with the railroad will be required to keep the railroad progressing to complete their work in a timely manner.
- ▶ ADA requirements will need to be adhered to for the dozens of sidewalk ramps throughout both project limits. The designs will be reviewed in the field with the contractor. Our Team has previous experience in the field designing and constructing ADA ramps in urban settings including the City of Chicago and the City of Elmhurst.
- ▶ Request the Regulated Substances Pre-Construction Plan from the contractor as soon as possible following Notice to Proceed. This will avoid potential delays at any identified special waste locations.
- ▶ Constant monitoring of the contractor's schedule by the Resident Engineer. If there is a lapse in the progression of work, the contractor will be required to submit a recovery plan.

2. Maintenance of Traffic

Maintenance of Traffic considers all of the requirements to assure the safe and efficient movement of people, goods and services through and around the project while minimizing the negative impacts to residents, businesses, patrons, and commuters. We understand the importance of meeting contract deadlines and ensuring the Contractor is performing work in accordance with the approved progress schedule. Of utmost importance is establishing safe and effective traffic control that will achieve completion within the time allowed in the contract with minimal disruption to the public.

Constant monitoring of the contractor's traffic control will result in a safer project site. We will inspect the traffic control before, during and after the contractor's daily activities to ensure it is compliant with the plans and specifications. Additionally, he will assess if the traffic control in place is properly and safely guiding vehicles, customers, and pedestrians through the work zone. Any deficiencies will be brought to the contractor's attention for immediate corrective action.

Another element of maintaining a safe project is a clean worksite, free of debris. An improperly kept work site is unsightly, unsafe and is not representative of the Village. Our Resident Engineer will demand this and point out any shortcomings that require immediate attention by the contractor during execution of the project.

Improperly staged equipment and materials within the work zone are dangerous to the motoring public. Our Resident Engineer will work with the contractor to identify an equipment and material staging area prior to work beginning that does not obstruct ingress and egress to the roadway, nor block sightlines and the visibility of businesses.

3. DOCUMENTATION AND SOFTWARE TOOLS

Documentation of the construction process is very important as it provides the record of events, quantifies completed work, provides justification for payouts to the contractor, records any contract modifications, records compliance or non-compliance of work with the contract documents, and provides a record of important decisions made concerning the work of the contract.

Our Team fully understands the IDOT documentation policies and procedures. We will assist the Village in processing all required paperwork. The Resident Engineer will perform documentation in accordance with the items indicated in the IDOT Construction Manual. He will also monitor the site for any deficiencies and will work with the Contractor to rectify deficiencies immediately. Our experience has shown that when the above-described items are done in a timely manner, successful completion and closeout of the project is achieved.

QUALITY CONTROL/QUALITY ASSURANCE

The observation/ inspection of this work will be done in accordance with the Contract Documents and the practices established by IDOT in their Construction Manuals. TranSystems will also follow our own construction manual to further enhance the observation and documentation quality. The TranSystems' construction manual is divided in multiple sections covering the following topics:

- ▶ Construction Practices and Guidelines
- ▶ Documentation Manual
- ▶ Quality Control/Quality Assurance Plan

The Plan is based on the premise that TranSystems is an official representative of the Village on the construction site. TranSystems is responsible for the enforcement of project specifications, verification of the quality and quantity of materials used, construction layout verification, and documentation.

SOFTWARE TOOLS

TranSystems takes great pride in our construction documentation skills and knowledge of IDOT's new CMMS system which replaces ICORS. In addition, we use state-of-the-art technology with the software HeadLight™ by Pavia Systems. Our resident engineer, staff, and subconsultants are trained in using the documentation software. To better communicate the status of the construction to the Village staff and elected officials, our team will be equipped (at no additional cost to the Village, since we own this software) with iPads and the HeadLight™ software. This allows our inspectors to:

- ▶ Document contractor daily activities such as equipment, workers, and work completed
- ▶ Take project photos and videos with geo references and time stamps
- ▶ Upload certifications and tickets at the construction site
- ▶ Utilize iPads to complete required project documentation such as Inspector Daily Reports while maintaining a presence on the job site
- ▶ Maintain records electronically and print them out at the end of the job or when required

- ▶ Allow for sharing of real-time information with Village staff and other project stakeholders
- ▶ Provide easy and fast search of project records

Ultimately, this allows inspectors more time in the field versus spending time in the field office preparing field documentation reports.

Another program used by TranSystems is Bluebeam Revu. This allows field staff to always have the most current set of project plans and specifications with them. Other benefits of using Bluebeam include the ability of field staff to markup the drawings in the field and pull dimensions directly from the drawings for verification and layout.

4. PUBLIC OUTREACH AND COMMUNICATION PLAN

The success of this project will be measured by how it is received and perceived by the stakeholders. The stakeholders each have their own perspective and needs and each will be impacted by the project in a different way. The stakeholders on these two projects are the adjacent businesses and residences along the project limits.

Public outreach is about keeping the stakeholders informed, understanding their operational needs and ensuring that all concerns are addressed in a timely fashion. We will work with adjacent businesses to schedule construction around their critical business needs, whether that be maintaining access for customers and for deliveries or scheduling a water outage during closed hours. We will communicate directly with residents who are impacted by the construction. We will keep them informed so that there aren't any surprises. We've found that taking the time to update residents of upcoming activities keeps the complaints to a minimum. We can provide weekly updates for the Village's website or provide photos and updates for a newsletter. We have successfully accommodated the needs of these types of stakeholders on past projects without impacting the construction schedule. The TranSystems Team is committed to providing this same level of effort for this project.

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**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

EXHIBIT B

Kuhn Road (Lies to Army Trail) Bike Path Village of Carol Stream

TranSystems Projected Monthly Manpower Schedule

Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Total Hours	
	2022														2023													
TranSystems	Month of	1/1/21	2/1/21	01/01/22	02/01/22	03/01/22	04/01/22	05/01/22	06/01/22	07/01/22	08/01/22	09/01/22	10/01/22	11/01/22	12/01/22													
TranSystems																												0
Resident Engineer (E4)										20	14	8																42
Construction Engineer 2 (E2)										160	120	80																360
Administrative 2 (A2)								1	1	1	1																	4
																												0
																												0
																												0
																												0
																												0
																												0
Totals		0	0	0	0	0	0	0	1	181	135	89	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	406
Cumulative Manhours		0	0	0	0	0	0	0	1	182	317	406	406	406	406	406	406	406	406	406	406	406	406	406	406	406	406	
DIRECT COSTS																												
Vehicle Costs TranSystems		\$65.00							/Day	45																		

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**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	44	\$65.00	\$2,860.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Lab Services (Interra, Inc.)	Actual Cost (See attached breakdown & quantity)	1507	\$1.00	\$1,507.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$4,367.00

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**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	20%
- Similar Project Experience	10%
- Project Team/Staff Capabilities	20%
- Specialized Expertise	20%
- Workload Capacity	10%
- Past Performance	10%
- Local Presence	5%
- Participation of Qualified Disadvantaged Business Enterprise (DBE)	5%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	TranSystems Corporation
2	Thomas Engineering Group
3	Engineering Resources Associates

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency		County	Section Number	
Village of Carol Stream		DuPage	15-00060-00-BT	
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



Local Public Agency Village of Carol Stream	County DuPage	Section Number 15-00060-00-BT
Consultant (Firm) Name TranSystems	Prepared By Lou Beugnet	Date 12/28/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	126.06%
START DATE	7/1/2021		COMPLEXITY FACTOR	
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	10/31/2021			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2021	10/31/2021	4	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00060-00-BT

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$ 78.00	\$78.00
Engineer 4 (E4)	\$ 77.21	\$77.21
Engineer 3 (E3)	\$ 65.29	\$65.29
Engineer 2 (E2)	\$ 47.59	\$47.59
Engineer 1 (E1)	\$ 35.73	\$35.73
Planner 5 (P5)	\$ 78.00	\$78.00
Planner 4 (P4)	\$ 66.91	\$66.91
Planner 3 (P3)	\$ 45.33	\$45.33
Architect 4 (AR4)	\$ 75.25	\$75.25
Architect 3 (AR3)	\$ 53.07	\$53.07
Architect 2 (AR2)	\$ 43.14	\$43.14
Architect 1 (AR1)	\$ 36.74	\$36.74
Environmental Scientist 4 (SC4)	\$ 78.00	\$78.00
Industry Specialist 3 (IS3)	\$ 58.35	\$58.35
Construction Services 4 (CS4)	\$ 54.28	\$54.28
Construction Services 3 (CS3)	\$ 56.74	\$56.74
Construction Services 2 (CS2)	\$ 32.10	\$32.10
Technician 3 (T3)	\$ 38.02	\$38.02
Technician I (T1)	\$ 19.34	\$19.34
Administrative 3 (A3)	\$ 54.60	\$54.60
Administrative 2 (A2)	\$ 36.12	\$36.12
Administrative 1 (A1)	\$ 26.14	\$26.14

Local Public Agency

Village of Carol Stream

County

DuPage

Section Number

15-00060-00-BT

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Administration			Construction Inspection			Project Closeout			Material Inspection (Interra)					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	77.21	42.0	10.34%	7.99	2	33.33%	25.74	20	5.88%	4.54	20	33.33%	25.74						
Engineer 3 (E3)	65.29	0.0																	
Engineer 2 (E2)	47.59	360.0	88.67%	42.20				320	94.12%	44.79	40	66.67%	31.73						
Engineer 1 (E1)	35.73	0.0																	
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	66.91	0.0																	
Planner 3 (P3)	45.33	0.0																	
Architect 4 (AR4)	75.25	0.0																	
Architect 3 (AR3)	53.07	0.0																	
Architect 2 (AR2)	43.14	0.0																	
Architect 1 (AR1)	36.74	0.0																	
Environmental Scientist 4 (E)	78.00	0.0																	
Industry Specialist 3 (IS3)	58.35	0.0																	
Construction Services 4 (C)	54.28	0.0																	
Construction Services 3 (C)	56.74	0.0																	
Construction Services 2 (C)	32.10	0.0																	
Technician 3 (T3)	38.02	0.0																	
Technician 1 (T1)	19.34	0.0																	
Administrative 3 (A3)	54.60	0.0																	
Administrative 2 (A2)	36.12	4.0	0.99%	0.36	4	66.67%	24.08												
Administrative 1 (A1)	26.14	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		406.0	100%	\$50.54	6.0	100.00%	\$49.82	340.0	100%	\$49.33	60.0	100%	\$57.46	0.0	0%	\$0.00	0.0	0%	\$0.00

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
 Prepared By

INTERRA, Inc.
PRIME
Santanoo Sen

DATE 12/13/21
PTB-ITEM# 000-Kuhn Rd Bike Path

CONTRACT TERM 3 **MONTHS**
START DATE 6/1/2022
RAISE DATE 1/1/2023
END DATE 8/31/2022

OVERHEAD RATE 144.85%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	6/1/2022	8/31/2022	3	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME INTERRA, Inc. DATE 12/23/21
 PRIME/SUPPLEMENT PRIME
 PTB-ITEM # 000-Kuhn Rd Bike Path

ESCALATION FACTOR **0.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Staff Engineer	\$34.43	\$34.43
Sr. Materials Technician	\$49.72	\$49.72
Project Manager	\$68.41	\$68.41
Administrative Assistant	\$24.13	\$24.13
Principal Engineer	\$75.00	\$75.00

AVERAGE HOURLY PROJECT RATES

FIRM INTERRA, Inc.
PTB-ITEM# 000-Kuhn Rd Bike Path
PRIME/SUPPLEMENT PRIME

DATE 12/23/21

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Testing														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Staff Engineer	34.43	4.0	13.33%	4.59	4	13.33%	4.59												
Sr. Materials Technician	49.72	18.0	60.00%	29.83	18	60.00%	29.83												
Project Manager	68.41	4.0	13.33%	9.12	4	13.33%	9.12												
Administrative Assistant	24.13	2.0	6.67%	1.61	2	6.67%	1.61												
Principal Engineer	75.00	2.0	6.67%	5.00	2	6.67%	5.00												
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		30.0	100%	\$50.15	30.0	100.00%	\$50.15	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

		18.00	4.00	4.00	2.00	2.00
Item	Category	Technician	Staff Engineer	Project Manager	Admin	Principal Engr.
HMA (1 Day) Base Cse & Surf	Field	8.00	2.00	2.00	1.00	1.00
Concrete (1 Days) C&G, SW	Field	8.00	2.00	2.00	1.00	1.00
Cylinder Pickup (2 trips @ hours per trip)	Field	2.00				

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees
FROM: Frank Saverino, Sr., Mayor
DATE: April 28, 2022
RE: Reappointment of Anthony Simonetta to the Police Pension Fund Board

The term of Anthony Simonetta on the Police Pension Fund Board expires April 30, 2022. Mr. Simonetta has served with distinction on the Police Pension Board and has expressed an interest in continuing to serve the community. I am therefore please to recommend appointment of Anthony Simonetta to a two (2) year term on the Police Pension Fund Board to commence on May 1, 2022 and conclude on April 30, 2024. Your concurrence with this recommendation is requested.

FS/dk

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02, 2022**

AGENDA ITEM
L-1 5/2/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
100 DELLA CT 03/10-04/08/22	9.92	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 04/12/22	
1025 LIES RD 03/18-04/18/22	38.96	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 04/19/22	
	<u>48.88</u>				
AHEAD OF OUR TIME PUBLISHING					
SUBSCRIPTION 06/2022-05/2023	500.00	01590000-52234	DUES & SUBSCRIPTIONS	14784	
	<u>500.00</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 04/01-04/30/22, PO-1937	5,629.44	01652800-52257	GIS SYSTEM	000011	
	<u>5,629.44</u>				
ANDREW ZAKERSKI					
CLOTH ALLOW-ZAKERSKI 04/08/22, DICKS SPORT	376.07	01660100-53324	UNIFORMS	DICKS SPORT 04/08/22	
	<u>376.07</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
FIRE SPRINKLER REV-730 NORTH AVE	175.00	01643700-52253	CONSULTANT	58894	
	<u>175.00</u>				
BAXTER & WOODMAN INC					
PUMP STATION IMPROVEMENTS, PO-3939, PAY #	11,700.00	04201600-54480	CONSTRUCTION	0231906	
PUMP STATION IMPROVEMENTS, PO-3939, PAY #	104,400.00	04201600-54480	CONSTRUCTION	0233668	
WRC CONSTRUCTION-DEWATERING, PO-3906, P#	218.75	04101100-54480	CONSTRUCTION	0233667	
	<u>116,318.75</u>				
BEDROCK EARTHSCAPES LLC					
POND MAINTENANCE CONTRACT PO-462650	1,980.00	01620100-52358	POND/STORM MAINTENANCE	1811	
	<u>1,980.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02, 2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BOLLER CONSTRUCTION CO. INC					
WRC DEWATERING 03/31/22 PAY #9 PO-3907	-4,020.46	04-21225	RETAINAGE - BOLLER CONSTRUCT.	21184-9	
WRC DEWATERING 03/31/22 PAY #9 PO-3907	40,204.56	04101100-54480	CONSTRUCTION	21184-9	
	<u>36,184.10</u>				
C NELSON MANUFACTURING CO.					
COMMUNITY RELATIONS-PUSHCART	3,441.77	01664700-53325	COMMUNITY RELATIONS	INV61678	
	<u>3,441.77</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-MAR 2022	140.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES MAR 2022	
	<u>140.00</u>				
CARTEGRAPH					
CARTEGRAPH ANNUAL RENEWAL 05/02/22-05/0	59,118.47	01652800-52255	SOFTWARE MAINTENANCE	INV512	
	<u>59,118.47</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO ABATEMENT PO-3972	8,325.00	01670100-52269	MOSQUITO ABATEMENT	001023488	20230004
MOSQUITO ABATEMENT-WAYNE TOWN, PO-387	8,325.00	01670100-52269	MOSQUITO ABATEMENT	001023286	
	<u>16,650.00</u>				
COMED					
465 CENTER AVE 03/21-04/19/22	92.17	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 04/19/22	
KUHN RD, RT64 03/21-04/19/22	32.54	01662300-52298	ATLE SERVICE FEE	4202129060 04/19/22	
MASTER ACCT-5025 03/18-04/18/22	454.05	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 04/21/22	
	<u>578.76</u>				
COMMERCIAL RECREATION SPECIALISTS					
TOWN CENTER-LIGHTING DETECTION	2,994.75	01670400-52244	MAINTENANCE & REPAIR	0019592	
	<u>2,994.75</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONCENTRA HEALTH SERVICES, INC					
DOT RANDOM SCREENS 03/22/22	220.00	01600000-52225	EMPLOYMENT PHYSICALS	15572265	
	220.00				
CONSTELLATION NEW ENERGY					
1015 LIES RD 03/18-04/18/22, 62255259501	99.33	04201600-53210	ELECTRICITY	7280332-21 04/19/22	
1128 EVERGREEN TRL 03/22-04/20/22, 6227128	69.97	04101500-53210	ELECTRICITY	7280332-25 04/21/22	
124 GERZEVSKE 03/21-04/18/22, 62255278301	3,604.80	04201600-53210	ELECTRICITY	7280332-17 04/20/22	
1348 CHARGER CT 03/18-04/18/22, 6225525840	568.31	04101500-53210	ELECTRICITY	7280332-20 04/19/22	
1350 TALL OAKS 03/21-04/19/22, 62260899301	46.87	04101500-53210	ELECTRICITY	7280332-29 04/20/22	
1415 MAPLE RIDGE 03/22-04/20/22, 622711883	22.81	01670600-53210	ELECTRICITY	7280332-28 04/21/22	
1N END THORNHILL 03/18-04/18/22, 622553357	63.72	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 04/19/22	
200 TUBEWAY 03/10-04/08/22, 62183244601	517.01	04101500-53210	ELECTRICITY	7280332-18 04/11/22	
300 KUHN RD 03/21-04/19/22, 62260930501	1,881.73	04201600-53210	ELECTRICITY	72803322-19 04/20/22	
301 ANTELOPE 03/21-04/19/22, 62260852401	53.89	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 04/20/22	
333 FULLERTON 03/18-04/18/22, 62255154601	671.41	04201600-53210	ELECTRICITY	7280332-27 04/19/22	
391 FLINT 03/21-04/19/22, 62260900601	44.54	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 04/20/22	
391 ILLINI DR 03/21-04/20/22, 62271473101	153.67	01670600-53210	ELECTRICITY	7280332-26 04/21/22	
451 SILVERLEAF 03/21-04/19/22, 62260806301	35.12	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 04/20/22	
500 GARY AVE 03/21-04/19/22, 62260956701	87.70	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 04/20/22	
506 CHEROKEE 03/21-04/19/22, 62260913701	39.09	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 04/20/22	
850 LONGMEADOW 03/21-04/19/22, 622608971	18.48	01670600-53210	ELECTRICITY	7280332-23 04/20/22	
879 DORCHESTER 03/21-04/19/22, 62260852601	18.56	01670600-53210	ELECTRICITY	7280332-22 04/20/22	
880 PAPOOSE CT 03/21-04/19/22, 62260853001	96.25	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 04/20/22	
990 DEARBORN 03/21-04/19/22, 62260920901	50.13	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 04/20/22	
	8,143.39				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
B-BOX PARTS	562.50	04201600-53317	OPERATING SUPPLIES	Q634753	
NON-SHEARS	322.96	04101500-53317	OPERATING SUPPLIES	Q695460	
SADDLE BOX-MYSTIC CT	69.00	04201600-53317	OPERATING SUPPLIES	Q682258	
SEWER FITTINGS	171.05	04101500-53317	OPERATING SUPPLIES	Q689183	
	<u>1,125.51</u>				
DOUGLAS DUNTEMAN					
CLOTH ALLOW-DUNTEMAN 04/26/22, BANANA I	588.49	01660100-53324	UNIFORMS	BANANA REP 04/26/22	
	<u>588.49</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CR-STREAMBANK SECTION I 02/28/22 PO.	5,689.52	11740000-55488	STORMWATER UTILITIES	160914A0.12	
	<u>5,689.52</u>				
EXAMINER PUBLICATIONS INC					
PUBLIC HEARING 04/13/22	112.50	01520000-52240	PUBLIC NOTICES/INFORMATION	56529	
	<u>112.50</u>				
FEECE OIL CO					
ON-ROAD HI-SPEED B20	302.61	04101500-53312	PWC DIESEL FUEL	3873927	
ON-ROAD HI-SPEED B20	715.26	04201600-53312	PWC DIESEL FUEL	3873927	
ON-ROAD HI-SPEED B20	852.81	01670400-53312	PWC DIESEL FUEL	3873927	
ON-ROAD HI-SPEED B20	880.32	01670200-53312	PWC DIESEL FUEL	3873927	
	<u>2,751.00</u>				
GENUINE PARTS COMPANY INC					
MR PARTS 03/01-03/31/22	39.12	01696200-53350	SMALL EQUIPMENT EXPENSE	11007487 03/31/22	
MR PARTS 03/01-03/31/22	55.46	01696200-53317	OPERATING SUPPLIES	11007487 03/31/22	
MR PARTS 03/01-03/31/22	943.16	01696200-53354	PARTS PURCHASED	11007487 03/31/22	
	<u>1,037.74</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GEOSYNTEC CONSULTANTS					
STORMWATER STUDY-JAN 2022 PO-462641	1,621.99	11740000-55488	STORMWATER UTILITIES	463327	
	1,621.99				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 04/10, 04/17/22	1,398.00	04103100-52253	CONSULTANT	3946374	
ACCOUNTS CLERK-R ARGUILLES 04/10, 04/17/22	1,398.00	04203100-52253	CONSULTANT	3946374	
AMR CLERICAL-A PEREZ 04/10, 04/17/22 PO-397	2,156.00	04201400-52253	CONSULTANT	3946376	
LIBRARY TECH-N BOYD 04/10, 04/17/22 PO-1925	3,773.60	01652800-52253	CONSULTANT	3946375	
OFFICE MANAGER-D KALKE 04/10, 04/17/22	3,364.80	01590000-52253	CONSULTANT	3946373	
	12,090.40				
ILLINOIS JUVENILE OFFICERS ASSN					
2022 IJOA-CASTRO 06/14-06/17/22	175.00	01660100-52223	TRAINING	IJOA 2022-CASTRO	
2022 IJOA-IBARRIENTOS 06/14-06/17/22	150.00	01660100-52223	TRAINING	IJOA 2022-IBARRIENTO	
	325.00				
ILLINOIS STATE POLICE					
LIVESCAN FEES, 01612-MAR 2022	28.25	01660100-53317	OPERATING SUPPLIES	ILL13340S MAR-2022	
	28.25				
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENT	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	22MX96/CSPC2200109	
COURT ORDERED PAYMENT	1,000.00	01-24238	IL STATE POLICE ASSET FORFEIT	22MX160/CSPC2200369	
	1,800.00				
ITRON INC					
ITRON MAINT 05/01-07/31/22	1,012.22	04103100-52255	SOFTWARE MAINTENANCE	619061	
ITRON MAINT 05/01-07/31/22	1,012.22	04203100-52255	SOFTWARE MAINTENANCE	619061	
	2,024.44				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MAY 02,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
J & D INGENUITIES LLC					
YEARLY SIREN MONITORING 04/01/22-03/31/23	413.41	01660100-52244	MAINTENANCE & REPAIR	2183	
SIREN MAINTENANCE 12/22/21	1,932.75	01660100-52244	MAINTENANCE & REPAIR	2143	
SIREN REPLACEMENT PO-4663120	17,950.00	01660100-52244	MAINTENANCE & REPAIR	2195	
	<u>20,296.16</u>				
JULIE INC					
JULIE 01/01-03/31/22	345.88	01670600-52272	PROPERTY MAINTENANCE	2022-0272 03/31/22	
JULIE 01/01-03/31/22	345.88	01670300-52272	PROPERTY MAINTENANCE	2022-0272 03/31/22	
JULIE 01/01-03/31/22	345.89	04201600-52272	PROPERTY MAINTENANCE	2022-0272 03/31/22	
JULIE 01/01-03/31/22	345.89	04101500-52272	PROPERTY MAINTENANCE	2022-0272 03/31/22	
	<u>1,383.54</u>				
JAMES A BUSCH					
CLOTH ALLOW-BUSCH 04/26/22, DSW	106.98	01660100-53324	UNIFORMS	DSW 04/26/22	
	<u>106.98</u>				
JOHN L FIOTI					
ADJUDICATION-APR 2022	575.00	01570000-52238	LEGAL FEES	APRIL 2022	
	<u>575.00</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
RESTORATIONS	492.50	01670400-53317	OPERATING SUPPLIES	001427	
RESTORATIONS	492.50	04201600-53317	OPERATING SUPPLIES	001427	
	<u>985.00</u>				
LAW ENFORCEMENT RECORDS MGRS OF ILL INC					
LERMI DUES-2022, 8 MEMBERS	320.00	01660100-52234	DUES & SUBSCRIPTIONS	LERMI-2022	
	<u>320.00</u>				
LEADS ON LINE LLC					
SVC PACKAGE RENEWAL 04/01/22-04/30/23	3,946.00	01660100-52255	SOFTWARE MAINTENANCE	325919	
	<u>3,946.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LEE JENSEN					
AIR OILER, CHAIN	580.00	04201600-53316	TOOLS	0015510-00	
	<u>580.00</u>				
LRS HOLDINGS LLC					
PORTA JOHN-280 KUHN RD 03/11-04/07/22	122.00	01670400-52264	EQUIPMENT RENTAL	PS445074	
STREET SWEEP-124 GERZEVSKE, MAR 2022 PO-3	9,045.88	01670600-52272	PROPERTY MAINTENANCE	PS439257	
	<u>9,167.88</u>				
MAILFINANCE					
POSTAGE METER 05/05/22-08/04/22	575.22	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	N17102617	
	<u>575.22</u>				
MARCOTT ENTERPRISES, INC.					
STONE 03/30/22	750.00	04201600-53317	OPERATING SUPPLIES	21910	
	<u>750.00</u>				
MARK E RADABAUGH					
TAPING, EDITING 04/18/22	100.00	01590000-52253	CONSULTANT	22-0201	
	<u>100.00</u>				
MNJ TECHNOLOGIES DIRECT					
SYNOLOGY RACKSTATION, PO-1953	2,755.73	01652800-53317	OPERATING SUPPLIES	0003838478	
	<u>2,755.73</u>				
NAPCO STEEL INC					
STEEL-PD	576.20	01664700-53325	COMMUNITY RELATIONS	456093	
	<u>576.20</u>				
NICOR					
124 GERZEVSKE LN 03/21-04/20/22	139.74	04201600-53230	NATURAL GAS	13811210007 04/20/22	
1348 CHARGER CT 03/22-04/21/22	163.69	04101500-53230	NATURAL GAS	86606011178 04/21/22	
200 TUBEWAY DR 03/18-04/19/22	51.27	04101500-53230	NATURAL GAS	14309470202 04/19/22	
	<u>354.70</u>				

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OMI					
CAPEX-MAR 2022 PO-3904	15,110.00	04101100-52262	WRC CONTRACT	351199-CE-22	
	<u>15,110.00</u>				
PABLO CASTRO					
CLOTH ALLOW-CASTRO 03/31/22, CALVIN KLEIN	143.86	01660100-53324	UNIFORMS	CK 03/31/22	
CLOTH ALLOW-CASTRO 04/23/22, DICKS SPORTII	100.00	01660100-53324	UNIFORMS	DICKS SPORT 04/23/22	
	<u>243.86</u>				
PHILIP HECK					
2022 IDEOA-HECK 05/04-05/06/22	123.00	01660100-52223	TRAINING	IDEOA 2022-HECK	
CLOTH ALLOW-HECK 04/18/22, NORDSTROM RA	471.71	01660100-53324	UNIFORMS	RACK 04/18/22	
	<u>594.71</u>				
PRIME LANDSCAPING GROUP, LLC					
MOWING-APR 2022	6,547.89	01670400-52272	PROPERTY MAINTENANCE	1665 PO-3873	
PLANTING BEDS-APR 2022	3,176.79	01670400-52272	PROPERTY MAINTENANCE	1665 PO-3865	
	<u>9,724.68</u>				
PROSPAN MANUFACTURING CO INC					
PRO SPAN REPAIR	44.05	04101500-53317	OPERATING SUPPLIES	2022-010034	
	<u>44.05</u>				
REFUNDS MISC					
780 STANFORD LN-REFUND	2.78	01610100-52256	BANKING SERVICES	780 STANFORD LN-2022	
780 STANFORD LN-REFUND	96.00	01000000-42307	BUILDING PERMITS	780 STANFORD LN-2022	
BARK PARK-OVERCHARGE REFUND	20.00	01-24236	BARK PARK MEMBERSHIP	DETTLOFF-2022	
	<u>118.78</u>				
REFUNDS PRESERVATION BONDS					
#000268-0211, 12366 TALL OAKS-REFUND	5,005.00	01-24320	STORM WATER SECURITY DEPOSIT	1366 TALL OAKS-2022	
21-2057-PKGL, #2473614, 515 KEHOE BLVD-REFL	1,000.00	01-24302	ESCROW - GRADING	515 KEHOE BLVD-2022	
	<u>6,005.00</u>				

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REGIONAL TRUCK EQUIPMENT CO					
AP QUILL	29.46	01696200-53354	PARTS PURCHASED	272937	
	<u>29.46</u>				
REMPE-SHARPE & ASSOCIATES INC					
PHASE II-MORTON RD, MAR 2022, PO-462664	9,048.13	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	28382	
	<u>9,048.13</u>				
RICHARD BLAIR					
CLOTH ALLOW-BLAIR 04/18/22, CABELAS	43.74	01660100-53324	UNIFORMS	CABELAS 04/18/22	
CLOTH ALLOW-BLAIR 04/18/22, FIRSLITE	152.94	01660100-53324	UNIFORMS	FIRSLITE 04/18/22	
CLOTH ALLOW-BLAIR 04/21/22, MTN	45.62	01660100-53324	UNIFORMS	MTN 04/21/22	
	<u>242.30</u>				
T MOBILE USA INC					
CASE INVESTIGATION CSPC2100274	180.00	01662400-53330	INVESTIGATION FUND	9454620349	
	<u>180.00</u>				
TELCOM INNOVATIONS GROUP LLC					
PHONE ANNUAL MAINT 05/01/22-04/30/23	5,119.28	01652800-52255	SOFTWARE MAINTENANCE	A58505	
	<u>5,119.28</u>				
TOM ANDREJEVIC					
2022 IDEOA-ANDREJEVIC 05/04-05/06/22	123.00	01660100-52223	TRAINING	IDEOA 2022-ANDREJEVI	
CLOTH ALLOW-ANDREJEVIC 04/22/22, TJ MAXX	89.95	01660100-53324	UNIFORMS	TJ MAXX 04/22/22	
CLOTH ALLOW-ANDREJEVIC 04/24/22, ON-RUNN	339.98	01660100-53324	UNIFORMS	ON-UNNING 04/24/22	
CLOTH ALLOW-ANDREJEVIC 04/25/22, MARSHAL	53.96	01660100-53324	UNIFORMS	MARSHALLS 04/25/22	
CLOTH ALLOW-ANDREJEVIC 04/26/22, MARSHAL	165.94	01660100-53324	UNIFORMS	MARSHALLS 04/26/22	
	<u>772.83</u>				

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TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVE 03/19-04/15/22 PO	7,152.30	06320000-54469	REBUILD ILLINOIS BOND	11-3837648	
STP APPLICATION-SVC THRU 04/15/22	1,467.41	01620600-52253	CONSULTANT	INV-0003838648	
	<u>8,619.71</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-APR 2022	2,373.47	04203100-52229	POSTAGE	1529 04/28/22	
POSTAGE WATER BILLS-APR 2022	2,373.48	04103100-52229	POSTAGE	1529 04/28/22	
	<u>4,746.95</u>				
VELAN SOLUTIONS, LLC					
YEARLY DUES 05/01/22-04/30/23	1,440.00	01660100-52234	DUES & SUBSCRIPTIONS	436	
	<u>1,440.00</u>				

**Village of Carol Stream
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VERIZON WIRELESS					
PHONES 03/14-04/13/22	36.01	02385200-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	38.01	01652800-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	42.32	01610100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	42.32	01640100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	42.32	01643700-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	44.72	01662700-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	80.33	01600000-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	80.37	01696200-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	84.64	01643700-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	84.64	01680000-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	148.32	01590000-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	203.78	04100100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	249.61	01620100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	357.66	01652800-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	556.00	01670100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	582.87	04200100-52230	TELEPHONE	9904151664	
PHONES 03/14-04/13/22	1,365.53	01652800-53317	OPERATING SUPPLIES	9904151664	
PHONES 03/14-04/13/22	2,878.58	01662700-52230	TELEPHONE	9904151664	
	6,918.03				
WEST SIDE TRACTOR SALES					
AP SWITCH	585.44	01696200-53354	PARTS PURCHASED	N21540	
	585.44				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-MAR 2022	360.12	04103100-52256	BANKING SERVICES	7509063 MAR-2022	
WHEATON BANK FEES-MAR 2022	360.12	04203100-52256	BANKING SERVICES	7509063 MAR-2022	
WHEATON BANK FEES-MAR 2022	1,427.97	01610100-52256	BANKING SERVICES	7509063 MAR-2022	
	2,148.21				

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GRAND TOTAL	<u><u>\$395,858.05</u></u>				

ADDENDUM WARRANTS
APRIL 19, 2022 Thru MAY 2, 2022

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 4, 2022 thru April 17, 2022	601,586.82
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 4, 2022 thru April 17, 2022	64,768.65
				<u>666,355.47</u>

Approved this _____ day of _____, 2022

By: _____
Matt McCarthy-Mayor Pro-Tem

Julia Schwarze - Village Clerk