



OAK BROOK *Illinois*

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

Regular Meeting
Tuesday, March 26, 2024
7:00 PM

“Please be advised that any proposed documents attached hereto are in draft form and vary from the final versions which are adopted at the meeting as set forth herein.”

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS
4. PUBLIC COMMENTS
5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting of March 12, 2024

6. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. Accounts Payable for Period Ending: March 21, 2024 - \$1,007,293.38

1. LEGAL SERVICES:

- a) Clark Baird Smith LLP - Legal Services - February 2024 - \$3,075.00 (FY24 YTD - \$6,412.50)
- b) Lamp Law, LLC. - Legal Services - February 2024 - \$3,333.33 (FY24 YTD - \$6,666.66)
- c) Ottosen, Dinolfo, Hasenbalg & Castaldo, Ltd. - Legal Services - February 2024 - \$18,823.79 (FY24 YTD - \$39,437.15)
- d) Marquardt & Belmonte, P.C. - Legal Services - January & February 2024 - \$478.50 (FY24 YTD - \$478.50)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$53,461.61

2. Al Warren Oil Co., Inc. - Fuel - \$23,510.75

3. BCBSIL - Health Care Services - April 2024 - \$232,269.05
4. DuPage Water Commission - February 2024 - \$295,722.35
5. Enterprise FM Trust - Vehicles Lease - January, February, March 2024 - \$111,525.60
6. DuPage County - DUJIS PRMS Ops & System Costs - 12/01/2022 - 11/30/2023 - \$61,730.17
- B. Approval of Payroll Paydate: March 07, 2024 - 859,343.28
March 21, 2024 - 876,708.75 Herman/Martin
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
 1. AV Upgrades Jain/Martin
- D. Development Services Referrals
 1. Butler School District - Electronic Signs for Government Agencies – Text Amendments to Chapter Eleven of the Zoning Ordinance Manzo/Tiesenga
 2. Briarwood Lakes HOA Variation Manzo/Tiesenga
7. ITEMS REMOVED FROM CONSENT AGENDA
8. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION R-2191, A Resolution Authorizing and Approving an Amendment to the 2024 Street Sweeping Services Agreement with Lakeshore Recycling Systems, LLC, To Award the remaining option years (2025-2027) Jain/Tiesenga
 2. RESOLUTION R-2200, A Resolution Approving and Authorizing the Waiver of the Formal Bidding Process and Issue a Purchase Order to Core & Main for the Sensus Analytics Advanced Metering Infrastructure Software for Fiscal Years 2024-2028 Jain/Tiesenga
 3. RESOLUTION R-2201, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the Bath & Tennis Drive Road Improvements Project, Chicagoland Paving Contractors, Inc. Jain/Tiesenga
 4. RESOLUTION R-2202, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the Merry Lane Water Main Construction Improvements Project, Cerniglia, Co. Jain/Tiesenga
 5. RESOLUTION R-2203, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the Bath & Tennis Pool Deck Repair & Resurfacing Project, Sundek of Illinois, Inc. Manzo/Martin
 - B. Confirmation of Appointments
 1. Appointment of Donald Ziemann to the Emergency Services and Disaster Agency Herman

9. BOARD UPDATES

10. ADJOURNMENT

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

Approval for Payroll Paydate: 03/07/24

Total Gross Payroll	\$	585,849.46
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,014.29
Police Pension Fund	\$	17,618.87
Fire Pension Fund	\$	12,588.77
Federal Tax Withholding	\$	61,491.91
State Tax Withholding	\$	24,552.84
Social Security and Medicare	\$	22,139.79
ICMA/NACO/457	\$	24,877.27
Court Orders	\$	2,345.46
Insurance Contributions	\$	21,883.51
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	396.78
Police Union Dues	\$	1,479.00
Fire Union Dues	\$	1,398.18
Public Works Union Dues	\$	1,128.51
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		210,008.71
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Net Payroll	\$	375,840.75
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Village Expenses:

Police Pension	\$	73,693.60
Fire Pension	\$	73,828.68
IMRF Pension	\$	18,360.61
Insurance Contributions	\$	85,471.14
Social Security and Medicare	\$	22,139.79

Total Village Expenses		273,493.82
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Total Payroll (Gross Payroll plus Village Expenses)	\$	859,343.28
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Payroll Date: 03/07/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,618.87	\$ 177,789.14	9.910%
	Fire	12,588.77	133,144.62	9.455%
	IMRF	9,529.70	211,771.81	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 522,705.57</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 73,693.60	41.45%	418.3%
	Fire	73,828.68	55.45%	586.5%
	IMRF	18,360.61	8.16%	181.3%
		<u>\$ 165,882.89</u>		

*Police and Fire Village contribution rates reflect the State minimum funding requirements. The rates to match 100% funding by 2040 are 51.5% for Police and 67.3% for Fire.

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.

Approval for Payroll Paydate: 03/21/24

Total Gross Payroll	\$	603,221.43
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	13,951.46
Police Pension Fund	\$	17,801.90
Fire Pension Fund	\$	12,509.82
Federal Tax Withholding	\$	64,764.76
State Tax Withholding	\$	25,451.67
Social Security and Medicare	\$	22,677.71
ICMA/NACO/457	\$	25,042.04
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,077.75
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	396.78
Police Union Dues	\$	-
Fire Union Dues	\$	1,398.18
Public Works Union Dues	\$	1,179.79
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		211,702.43
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Net Payroll	\$	391,519.00
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Village Expenses:

Police Pension	\$	74,459.11
Fire Pension	\$	73,365.65
IMRF Pension	\$	18,332.93
Insurance Contributions	\$	84,651.92
Social Security and Medicare	\$	22,677.71

Total Village Expenses		273,487.32
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Total Payroll (Gross Payroll plus Village Expenses)	\$	876,708.75
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Payroll Date: 03/21/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,801.90	\$ 179,635.99	9.910%
	Fire	12,509.82	132,309.54	9.455%
	IMRF	9,515.40	211,452.44	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 523,397.97</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,459.11	41.45%	418.3%
	Fire	73,365.65	55.45%	586.5%
	IMRF	18,332.93	8.16%	181.3%
		<u>\$ 166,157.69</u>		

*Police and Fire Village contribution rates reflect the State minimum funding requirements. The rates to match 100% funding by 2040 are 51.5% for Police and 67.3% for Fire.

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.



ITEM 6.C.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: AV Upgrades

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: IT Budget - Capital Outlay - Equipment Replacement - \$200,000 Budgeted

RECOMMENDED MOTION: I move that the Village Board authorize staff to seek bids for the upgrade and replacement of the Sam Dean Board Room AV equipment.

Background/History:

Staff is requesting permission from the Village Board to proceed with seeking bids for the replacement of our aging audio system and video equipment. As you are aware, the current audio system has been in service for more than 10 years, and the video equipment has undergone several changes as needs have changed. These systems are integral to our operations and community engagement efforts, but they have reached a point where upgrading is necessary to ensure continued functionality and to meet the evolving needs of our community.

The current audio system has shown signs of degradation over time, with frequent technical issues and diminished performance impacting the quality of sound during public meetings, events, and other community gatherings. Similarly, the video equipment, while initially meeting our needs, now requires upgrades to accommodate advancements in technology and to maintain compatibility with modern audio/visual standards.

To address these concerns, it is imperative that we initiate the process of soliciting bids from qualified vendors for the replacement of both the audio and video systems. By doing so, we can explore available options, assess cost-effective solutions, and ensure that any upgrades align with the Village's budgetary constraints and long-term goals.

Recommendation:

Staff recommends that the Village Board authorize seeking bids for the upgrade and replacement of the Sam Dean Board Room AV equipment.

Attachments:

None



ITEM 6.D.1.

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630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Butler School District – Text Amendment to Zoning Regulations – Allowing Electronic Changeable Copy Signs

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a text amendment to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Background/History:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village’s Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School’s desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

In addition to the School District’s proposal, staff is also using this amendment request as an opportunity to rework other sections of the Sign Regulations. Other areas of interest include signs on HVAC/penthouses, logo sizes, flagpole height, and removal of accessible parking signs (as this is regulated elsewhere). The proposed text amendments are included as part of the attached draft, dated February 21, 2024. The proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken out.~~

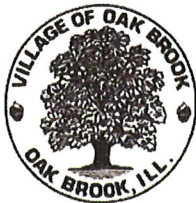
This text amendment will be placed on a future Planning & Zoning Commission agenda for a public hearing, discussion, and recommendation.

Recommendation:

Staff recommends the request for a text amendment be referred to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Attachments:

1. Sign Variation Application Executed POM 2.12.2024
2. Chapter 11- Sign Regulations Draft 3.20.24



VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD

OAK BROOK, IL 60523

630-368-5106 or 5103

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE:

☐ APPEAL (\$300)

☐ VARIATION (\$750)

☒ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage) ☐ - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY N/A PERMANENT PARCEL NO* - - -

LOT NO. N/A SUBDIVISION N/A LEGAL ADDRESS* 1200 Oak Brook Road

ZONING DISTRICT N/A ZONING ORDINANCE SECTION Chpts relating to Sign Regulations ACTION REQUESTED Text

Amendment to Sections of the Zoning Reg. relating to Sign Reg. to include Digital Signs in Specific Areas

PROPERTY INTEREST OF APPLICANT: OWNER ☐ CONTRACT PURCHASER ☐ AGENT ☐

OWNER(S) OF RECORD _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BENEFICIARY(IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Dr. Paul O'Malley - Butler School Dist. 53 PHONE 630-573-2887

ADDRESS 2801 York Road CITY Oak Brook STATE IL ZIP 60523

Contact Name and E-mail Address(s) Superintendent@butler53.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for publication costs within 30 days of billing.

Signature of Owner

Date

Signature of Applicant

Date 02/12/24

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Date Filed _____ Fee Paid \$ N/A Receipt No. N/A Received By ca

Board of Trustees (Referral) _____ Notice Published _____ Newspaper Daily Herald Adj. Property Owners Notified _____

PUBLIC HEARING DATES: Planning & Zoning Commission _____

Board of Trustees _____

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Date

NAMES OF SURROUNDING PROPERTY OWNERS

Following are the names and addresses of all surrounding property owners from the property in question for a distance of approximately 250 feet in all directions. The number of feet occupied by all public roads, streets, alleys, and public ways have been excluded in computing the 250-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as they appear from the authentic tax records of this County within 30 days of the filing of this application. **Provide a mailing label for each Property Owner listed** and applicant.

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

[illegible]

(Attach additional sheets if necessary)

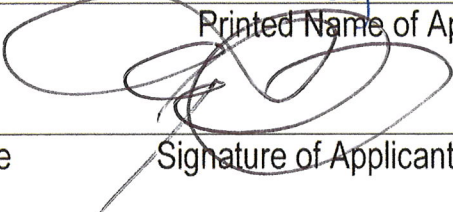
Certification Surrounding Property Owners

I (we) certify that the names and addresses of all the surrounding property owners including mailing labels submitted with this application are located within a minimum distance of 250 feet in all directions from the perimeter of the subject property and that the number of feet occupied by all public roads, streets, alleys, and public ways has been excluded in computing the 250-foot requirement.

Said names and addresses are as recorded in the office of the County Recorder of Deeds (or _____ the Registrar of Titles of the County) and as appear from the authentic tax records of this County. The property owners as listed have been obtained from within 30 days of the filing of this application.

The surrounding property owners list as submitted herewith and supporting attachments are true to the best of my (our) knowledge and belief.

I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the subject property as described in the Village Code. In addition to the required application fees, applicant/owner agrees to reimburse the Village for publication costs, recording fees, and any other associated costs or fees within 30 days of billing.

	<i>Dr. Paul O'Malley</i>	
Printed Name of Owner	Printed Name of Applicant	
		
Signature of Owner	Date	Signature of Applicant
		<i>2/12/24</i>
		Date

BILL TO INFORMATION:

<i>Village of Oak Brook</i>	<i>Finance Department</i>	
Print Name/Company	Contact Person	Contact Phone
<i>1200 Oak Brook Road</i>	<i>Oak Brook, IL 60523</i>	
Address To be Billed		Alternate Phone

NOTE: If the applicant/owner has not complied with these requirements and notification has not been sent to a neighboring property owner within the 250-foot requirement less than 10 days prior to the scheduled hearing, the hearing on this matter will be postponed to the next regular meeting, or until such time as all neighbors within the 250-foot requirement have been sent proper notification.

CHAPTER 11 SIGN REGULATIONS

SECTION:

13-11-1: Purpose

13-11-2: Scope

13-11-3: Sign Permit Required

13-11-4: General Standards

13-11-5: Classification Of Signs

13-11-6: Signs Permitted In Any District Without A Permit

13-11-7: Signs Specifically Prohibited In All Districts

13-11-8: District B1 And B3 Regulations

13-11-9: District B2 Regulations

13-11-10: District B4, O3, O4, ORA1 And ORA2 Regulations

13-11-11: District ORA3 Regulations

13-11-12: District R1, R2, R3, ~~And~~ R4 ~~and CR~~ Regulations

~~13-11-13: Signs For Handicapped Parking~~

13-11-1: PURPOSE:

The regulations in this chapter are intended to promote and protect the public health, safety and welfare by reducing the depreciation of property values caused by signs that are incompatible with surrounding land uses; by creating a more attractive economic and business climate within the commercial and office areas of the village; by enhancing and protecting the physical appearance of all areas of the village; and by reducing the distractions, obstructions and hazards to pedestrian and auto traffic caused by the indiscriminate placement and use of signs. (Ord. G-916, 1-12-2010)

13-11-2: SCOPE:

The regulations in this chapter shall govern and control the erection, enlargement, expansion, alteration, operation, maintenance, relocation and removal of all signs within the village visible from any street, sidewalk or public or private common open space. Any sign not expressly permitted by these regulations shall be prohibited. The regulations in this chapter relate to the location of signs, by function and type, within zoning districts and

shall be in addition to provisions of this code applicable to the construction and maintenance of signs. (Ord. G-916, 1-12-2010)

13-11-3: SIGN PERMIT REQUIRED:

A. Sign Permit: Except as expressly provided in section 13-11-6 of this chapter, no sign shall be erected, enlarged, expanded, altered, relocated or maintained unless a sign permit evidencing the compliance of such work with the provisions of this section and other applicable provisions of this chapter shall have first been issued by the village; provided, however, that routine sign maintenance, changing of parts designed to be changed or changing the content of a sign in any manner does not change the functional classification of the sign and shall not, standing alone, be considered an alteration of the sign requiring the issuance of a sign permit hereunder.

B. Additional Application Requirements: In addition to the information and documents otherwise required by this chapter, every application for a sign permit for a sign shall be accompanied by:

1. Plans and specifications showing the location on the lot or building face and the method of construction, illumination and support of such sign;
2. A scale drawing showing sign faces, exposed surfaces and the proposed message and design, accurately represented as to size, area, proportion and color;
3. A landscape plan showing plantings proposed for area at the base of a monument sign;
4. Photographs of the street sides of the property in question, showing all existing signs on the property;
5. A calculation of the total amount of sign area presently existing on the property;
6. The applicant's attestation that the sum of the areas of the requested sign or signs and the existing signs does not exceed the maximum allowed by the provisions of this chapter; and
7. Evidence of a valid village business license, when applicable, issued for any business to which the sign is accessory. (Ord. G-916, 1-12-2010)

13-11-4: GENERAL STANDARDS:

The following general standards shall apply to all signs:

A. Illumination:

1. Location And Design Of Light Source: Whenever an external artificial light source is used for a sign, such source shall be located, shielded and directed so as not to be directly

visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve inches (12") from the face of the sign or building to which it is attached; provided, however, that a receptacle or device housing a permitted light source for a sign may be located more than twelve inches (12") from the face of the sign if such light source is ground mounted, locked in place, and cannot be redirected.

2. Level Of Illumination: In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed one hundred seventy five (175) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets. Illumination resulting from any internal or external artificial light source shall not exceed 0.5 foot-candle as measured at the property line of the subject property.

3. Flashing Lights Prohibited: Except for public service signs when expressly permitted by this section, no flashing, blinking or intermittent lights shall be permitted.

4. Light Fixtures: Light fixtures placed along the base of the sign shall be screened from view by site grading or evergreen shrubs. No unscreened light sources are permitted. Temporary holiday displays, which contain lights, are exempt from these provisions.

5. External Illumination: External illumination shall be provided by a white, steady, stationary light of reasonable intensity, directed solely at the sign and shielded or otherwise prevented from shining directly onto adjacent properties or rights of way.

6. Internal Illumination: Internal illumination shall be provided by interior white lighting of reasonable intensity with primary and secondary images lit or silhouetted (i.e., backlit) on an opaque background. The background of all signs must be opaque. No additional background lighting or illuminated borders or outlines shall be permitted.

7. Additional Lighting Standards: The following are additional lighting standards for specific sign types:

a. Signs Without Permits: Signs permitted pursuant to section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

b. Awning And Canopy Signs: Awning and canopy signs shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy, not the underside.

c. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

d. Wall Signs: Letters shall be individually affixed to walls of a building and may be either internally illuminated or backlit.

B. Landscaping: The base of all permanent ground signs shall be effectively landscaped to conceal the base from public view and maintained in good condition at all times. The minimum landscaped area shall extend at least three feet (3') beyond all sign faces or supporting structures in all directions. Exposed foundations must be constructed with a finished material such as brick, stone, or wood. Landscaping must be maintained in a manner that prevents the screening or blocking of addresses and other information provided on the monument sign.

C. Electrical Elements: All wiring, fittings and materials used in the construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of this code. No metal sign illuminated by any means requiring internal wiring and no electrical fixtures attached to any sign shall be lower than nine feet (9') from grade unless it is grounded by the use of a grounding conductor run with the circuit conductors and is also grounded by being bonded to a grounding electrode at the sign site.

D. Structural Elements: The construction and structural components of all signs shall be in accordance with the standards and regulations of this code. All permanent signs shall be constructed of fire resistant materials and shall be capable of withstanding wind pressures of at least thirty (30) pounds per square foot of surface area and of receiving dead loads based on the actual weight of the structure.

E. Minimum Elevation Of Certain Signs: The bottom of every awning, canopy, marquee, wall and pylon sign shall be elevated at least eight feet (8') above grade. Whenever possible wall signs on the same facade shall maintain the same top and bottom elevations above grade.

F. Obstruction Of Accessways: No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door, window or other required accessway.

G. Obstruction Of Window Surface: No sign shall project over, occupy or obstruct any window surface required for light or ventilation by any applicable provision of this code.

H. Traffic Safety:

1. Confusion With Traffic Signals: No sign shall be maintained at any location where by reason of its position, size, shape, content, color, or illumination it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, sign or device, or where it may interfere with, mislead or confuse traffic.

2. Obstruction Of Sight Triangles Prohibited: No sign, nor any part of a sign other than a supporting pole or brace no greater than eighteen inches (18") in width or diameter shall be located lower than eight feet (8') from grade within the area of any sight triangle as defined in this chapter.

I. Signs In Rights Of Way: Except as provided in this section, no sign except governmental signs authorized in this chapter shall be placed in or extend into or over any public property or right of way. Temporary signs advertising civic functions may extend into or over a public right of way upon the specific prior approval of the village manager on the

basis of need and impact on pedestrian and vehicular traffic, and impact on surrounding properties.

J. Sign Identification: All signs shall be plainly marked with the name of the person, firm or corporation hanging or erecting the sign and the sign permit number.

K. Sign Maintenance: The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including its illumination sources, in compliance with this chapter and all applicable laws, in a safe and secure condition, and in a neat and orderly condition and good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The premises around ground and pylon signs shall be kept clean and free of all rubbish and weeds.

L. Sign Measurement:

1. Area To Be Included: The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. Where a sign has more than one display face, all faces shall be included in determining the area of the sign.

2. Area Of Signs With Backing: The area of all signs with backing shall be measured by computing the area of the sign backing.

3. Area Of Signs Without Backing: The area of all signs without backing shall be measured by computing the area of the smallest regular geometric figure that can encompass all words, letters, figures, emblems and other elements of the sign message.

4. Area Of Signs With And Without Backing: The area of all signs formed by a combination of elements with and without backing shall be measured by counting the area of such elements measured in accordance with the foregoing subsections.

Wall and Window Signs



A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

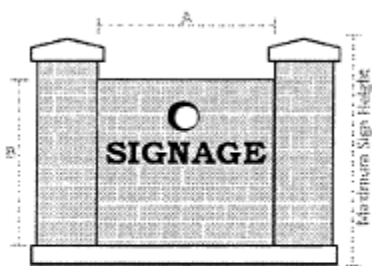
Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

M. Signs On Lots With Multiple Users: Where more than one user occupies a zoning lot, the owner of the lot where the sign is located shall be responsible for allocating permitted signage among such users.

N. General Safety: Notwithstanding any other provision of this chapter, no sign shall be located in any area or in any manner so as to create a nuisance or a threat to the public safety and welfare. (Ord. G-916, 1-12-2010)

13-11-5: CLASSIFICATION OF SIGNS:

A. Functional Types: For purposes of this chapter, signs shall be classified as follows according to function:

1. Advertising Sign: A sign, other than an off premises identification sign, that directs attention to or identifies a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located. This term shall include signs, other than customary identification lettering and advertising posters on buses and taxicabs, attached to parked or moving vehicles.

2. Attention Getting Device: A sign designed to attract attention by means of flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants hung in series, whirligigs, spinners, streamers, flashing lights, searchlights and balloons.

3. Business Sign: A sign that directs attention to or identifies a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.

4. Construction Sign: A temporary sign erected on premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors, and similar artisans, and the owners, financial supporters, sponsors and similar persons or firms having a role or interest in the construction activity.

5. Drive-Through Sign: A sign that facilitates the operation of a drive-through facility by aiding with the pick up, drop off, ordering or service of such a facility. It includes, but is not limited to, such signs as changeable copy menu boards.

6. Governmental Signs: A sign erected and maintained pursuant to and in discharge of any governmental function or required by any law, ordinance or governmental regulation including wayfinding/directional signage.

7. Holiday Decorations: Signs in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local or religious holiday.

8. Home Occupation Sign: A sign advertising or identifying a home occupation on the site of the home occupation.

9. Identification Sign: A sign giving only the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment on the premises where it is located.

10. Institutional Bulletin Board Sign: A sign that identifies a religious organization, school, library, community center, or similar institutional or community service use on whose premises it is located and that contains only the name of the institution or organization, the name or names of persons connected with it, and greetings, announcements or events or activities occurring at the institution or similar message.

11. Joint Identification Sign: An identification sign limited in content to the identification of a planned development, office plaza, shopping center, business park or the like and not containing any reference to the individual uses sharing the development, plaza, center, park or the like.

12. Memorial Sign: A sign or tablet memorializing a person, place, event or structure.
13. Nameplate Sign: A sign limited in content to the name or address, or both, of the owner or occupant of a building or premises on which it is located. If any premises is occupied by more than one occupant, the nameplate sign may identify all such occupants, as well as the premises, and may include necessary directional information.
14. Off Premises Identification Sign: A sign giving the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment, which sign is located off the lot on which such building, business, development or establishment is located.
15. Official Flag Or Emblem: A flag or emblem of a government or of a membership organization.
16. On Site Directory Sign: A sign, not readable from any public right of way, on which the names and locations of the occupants and/or uses of a building or group of buildings is given.
17. On Site Informational Sign: A sign commonly associated with, and limited to, information and directions necessary or convenient for persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, restrooms, pick up and delivery areas and the like.
18. Private Sale Sign: A temporary sign advertising private sales of personal property at "house sales", "garage sales", "rummage sales" and the like.
19. Private Warning Sign: A sign limited in content to messages warning, caution or danger.
20. Public Service Signs: A sign displaying only the time, temperature, stock market quotations or civic messages by means of a landbank.
21. Real Estate Signs; Standard Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face.
22. Real Estate Signs; Large Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face.

B. Structural Types: For purposes of this chapter, signs shall be classified as follows according to structure:

1. Awning, Canopy Or Marquee Sign: A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by this chapter. No such sign shall project above, below, or beyond the physical dimensions of such awning, canopy or marquee.

2. **Banner Sign:** A sign made of fabric or other similar nonrigid material with no enclosing framework or electrical components that is supported or anchored on two (2) or more edges or at all four (4) corners.

3. **Billboard Sign:** A board, panel, or tablet used for the display of posters, printed or painted advertising matter, either illuminated or nonilluminated, that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.

4. **Box Sign:** A sign that is self-enclosed in a typically square or rectangular structure with or without internal lighting. A box sign can be single or double sided. Internally illuminated channelized lettering, logo, or groupings of letters and/or logos, not providing any additional sign face, shall not be considered a box sign.



Example: Box Sign



Example: Not a Box Sign

5. **Freestanding Sign:** A sign on a frame, pole or other support structure not attached to any building.

6. **Gas Station Price Sign:** A changeable copy sign advertising gasoline prices.

7. **Monument Sign:** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

8. **Moving Or Animated Sign:** Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation.

9. **Paint On Wall Sign:** A sign painted on the wall of a building or structure with the exposed face of the sign in a place parallel to the face of the wall.

10. **Portable Sign:** A sign that is not permanently affixed to a building, a structure or the ground, but not including customary identification lettering on vehicles and advertising posters on buses and taxicabs.

11. Projecting Sign: (Except for the B2 zoning district or as approved for planned ~~unit~~ developments.) A sign that is wholly or partially dependent upon a building for support and that projects more than twelve inches (12") from such building.

12. Pylon Sign: A sign that is mounted on a freestanding pole or other supports.

13. Reader Board/Changeable Copy/Video Sign: (Does not apply to gas/service stations or to that portion of a sign dedicated to time and/or temperature.) A sign or portion thereof designed to accommodate frequent message changes composed of characters, or letters, or illustrations and that can be changed or rearranged, either manually or electronically, without altering the face or surface of such sign.

14. Roof Sign: A sign that is mounted or painted on the roof of a building, or that is wholly dependent upon a building for support and that projects above the highest point of a building with a flat roof, the eave line of a building with gambrel, gable or hip roof or the deck line of a building with a mansard roof.

15. Sandwich Board Sign: A movable sign not secured or attached to the ground or surface upon which it is located.

16. Temporary Sign: A sign or advertising display constructed of cloth, canvas, fabric, paper, plywood or other light material and intended to be displayed for a short period of time, not to exceed thirty (30) days within one calendar year. Temporary signage intended for a temporary tenant and intended to be displayed for longer than thirty (30) days is permitted in the B2 district, but only if approved by the property owner and after receiving a sign permit from the village.

17. Vehicle/Trailer Sign: A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

18. Wall Sign: A sign fastened to the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve inches (12") from such building or structure.

19. Window Sign: A sign that is applied or attached to the exterior or interior of a window or located within the interior of a structure so that its message can be read from the exterior of the structure. (Ord. G-916, 1-12-2010)

13-11-6: SIGNS PERMITTED IN ANY DISTRICT WITHOUT A PERMIT:

Except as regulated by section 13-11-4 of this chapter and except as expressly prohibited by section 13-11-7 of this chapter, and notwithstanding any other contrary provisions of this chapter, the following signs may, subject to the following limitations, be erected and maintained in any district without obtaining a village sign permit:

A. Governmental Signs: The content and size of any such sign shall not exceed the requirements of the law, ordinance or regulation pursuant to which such sign is erected.

B. Holiday Decorations: Such signs shall be displayed for a period of not more than sixty (60) consecutive days nor more than twenty (20) days following the holiday in connection with which they are displayed; any other provision of this section to the contrary notwithstanding, such signs may be of any type, number, area, height, location, illumination or animation so long as they create no safety hazard, nuisance or adverse impact on the adjacent properties.

C. Nameplate Signs: Such signs shall be limited to no more than one wall sign per occupancy; shall be no more than one square foot in area per occupancy and in no event more than three (3) square feet in area; and shall be nonilluminated.

D. Official Flags And Emblems: Such signs may be displayed on flagpoles and when so displayed shall not exceed twenty four (24) square feet in area. Such signs may also be displayed in the form of a wall sign and when so displayed shall not exceed three (3) square feet in area. Flag pole height above ground shall not exceed twenty feet (20').

E. On Site Informational Signs: Such signs shall be limited to wall or freestanding signs of not more than six (6) square feet in area; shall be, if a freestanding sign, not more than four feet (4') in height; and shall be illuminated only as necessary to accomplish their intended purpose.

F. Private Sale Signs (Residential Only): Such signs shall be no more than six (6) square feet in area; shall be located entirely on the premises where such sale is to be conducted; shall be clearly marked with name, address and telephone number of the person responsible for the removal of such sign; shall be erected not more than twenty four (24) hours in advance of such sale; and shall be removed within twenty four (24) hours following the conclusion of such sale. No freestanding sign shall be higher than four feet (4') nor closer to any lot line than six feet (6').

G. Private Warning Signs: Such signs shall be no more than two (2) square feet in area each; shall be limited to the number necessary to accomplish the intended purpose and shall be illuminated only as required to accomplish such purpose.

H. Real Estate Signs; Standard Size: Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face, and set back a minimum of ten feet (10') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs for multi-unit developments or structures and exceeding six (6) square feet in area shall require a permit.

I. Window Signs, Temporary: The aggregate area of all such signs shall not exceed thirty percent (30%) of the area of the window in which they are exhibited nor block any window

area required for light, ventilation or emergency exit by any applicable code. No such sign shall be illuminated. (Ord. G-916, 1-12-2010)

13-11-7: SIGNS SPECIFICALLY PROHIBITED IN ALL DISTRICTS:

The following signs, as well as all other signs not expressly permitted by this chapter, are prohibited in all zoning districts and shall not be erected, maintained or, except as provided for elsewhere in this chapter, permitted to continue in any zoning district:

- A. Advertising signs, including billboards.
- B. Attention getting devices.
- C. Banner signs (as approved by village sign permit).
- D. Box signs.
- E. Electronic reader board/changeable copy/video sign- except as provided in Section 13-11-13.
- F. Home occupation identification signs.
- G. Moving or animated signs.
- H. Off premises identification signs.
- I. Portable signs.
- J. Roof signs.
- K. Temporary signs, except as expressly authorized in this chapter and when approved in connection with temporary uses- and when approved by permit.
- L. Vehicle/trailer signs.
- M. Any sign that advertises, identifies or pertains to a business no longer conducted, or a product no longer sold, on the premises where such sign is located. Such signs shall be removed within thirty (30) days following cessation of the relevant activity.
- N. Any sign on a tree or utility pole, whether on public or private property.
- O. Any sign on public property, except governmental signs authorized in this chapter.
- P. Any sign painted directly on a wall, roof or fence.
- Q. In a residential district, any sign located in a homeowners' association common area, except for a homeowners' association sign. (Ord. G-916, 1-12-2010)

13-11-8: DISTRICT B1 AND B3 REGULATIONS:

Signs shall be permitted in the B1 and B3 districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a village permit as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Gas station price sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Drive-through sign, but only when authorized by a special permit.
3. Monument signs.
4. Temporary signs, but only as authorized in section 13-11-6 of this chapter or for construction signs.
5. Wall signs.

C. Number Of Signs Permitted Per Lot:

1. All signs permitted pursuant to section 13-11-6 of this chapter; plus

2. One construction sign of any permitted structural type; plus
3. One joint identification sign per zoning lot frontage; plus
4. One monument sign per street frontage on development less than ten (10) acres in area. For developments greater than ten (10) acres, seven hundred (700) linear feet of street frontage (per street) or less gets one monument sign and lots with more than seven hundred feet (700') of street frontage (per street) get two (2) monument signs (per street frontage). Monument signs must be spaced at least five hundred feet (500') apart on a zoning lot when a zoning lot contains two (2) monument signs per street frontage, and the sign must be a joint identification sign.
5. One wall sign per zoning lot frontage for buildings with a single ground floor tenant, or one wall sign per ground floor business tenant; plus
6. One on site directory sign per zoning lot frontage; plus
7. One real estate sign, large size.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage.
2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs:
 - a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.
 - b. Construction Signs: Not to exceed sixteen (16) square feet per sign face nor more than two (2) sign faces.
 - c. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total for developments less than ten (10) acres in area. Not to exceed one hundred twenty (120) square feet per sign face, nor more than two hundred forty (240) square feet total for development greater than ten (10) acres in area. B3 lots north of 22nd Street with frontage on Midwest Road only shall have monument signs not exceeding fifty (50) square feet per sign face or one hundred (100) square feet total.
 - d. Wall Signs: Not to exceed two hundred forty (240) square feet per sign, or not to exceed covering more than five percent (5%) of the wall to which it is affixed, whichever is less. Wall signs in the B3 zoning district north of 22nd Street with Midwest Road frontage

only shall not exceed one hundred (100) square feet or five percent (5%) of the wall area to which it is affixed.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); all awning and canopy signs shall be at least eight feet (8') above grade. Awning and canopy signs for individual tenants of a multi-tenant building shall be at the same height on the building to which they are affixed.

3. Monument Signs: A maximum height of ten feet (10') for lots with developments less than ten (10) acres in area. A maximum height of twelve feet (12') is permitted on lots with developments greater than ten (10) acres in area. A maximum height of eight feet (8') is permitted for B3 zoned lots north of 22nd Street with frontage on Midwest Road only.

4. Wall Signs: Thirty feet (30') and only on the first floor of buildings.

F. Minimum Setback Required:

1. Permitted Signs: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from "right of way" and six feet (6') from all other lot lines. B3 zoned lots north of 22nd Street and with frontage along Midwest Road have a minimum setback of five feet (5') from "right of way". All monument signs shall be perpendicular to the street and "sight triangles" shall be maintained. (Ord. G-916, 1-12-2010)

13-11-9: DISTRICT B2 REGULATIONS:

Business signs shall be permitted in the B2 district as follows:

A. Ground Signs:

1. There may be a total of not more than two (2) freestanding ground signs on each of the boundary streets surrounding any shopping center in the B2 district located not less than thirty feet (30') from any street line; provided that each sign shall not exceed a total area of one thousand (1,000) square feet on either side, shall not exceed thirty five feet (35') in height, and each shall be limited to advertising the shopping center, its merchandise or services.

2. In a retail/commercial development containing less than five (5) acres, a maximum of one ground sign, which identifies the name and address of the development and may also identify the name and services or merchandise of each of the tenants located in the center, may be erected in addition to signs affixed to the building walls; provided that the sign shall not exceed a total area of one hundred thirty (130) square feet; not to exceed sixty five (65) square feet on either side and shall not exceed eleven feet (11') in height.

3. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a Village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the Village. Real estate signs, large size are not permitted in residential districts.

4. Internal informational/way-finding signs for vehicular traffic. In addition to the ground signs permitted by the other provisions of this subsection A, in a retail, commercial or mixed use development containing no less than fifty (50) acres, no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages, up to twenty (20) ground signs may be located throughout the development's interior roads and parking aisles, provided no such ground sign is located within one hundred fifty feet (150') from exterior property lines. The content of such ground signs may include: a) the names of tenants in the development; b) the name of the development itself; and c) digital sign elements displaying only the location and availability of parking spaces in the development's surface parking lots and multi-story parking garages. The foregoing types of ground signs shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including without limitation, subsections 13-11-4A, B and E of this chapter (excluding, however, the illumination standard in subsection 13-11-4A2 of this chapter) and subsections 13-11-7A, E, H and M of this chapter. The content of each digital element within the ground signs shall be limited to the location and estimated number of parking spaces available in the referenced parking garage or surface lot, or, the word "Full" or "FULL" or "full".

B. Wall Signs:

1. Standards: Signs may be attached to one (1) or more facades of any building, provided that they conform to the following requirements:

a. They shall not project more than thirty inches (30") from any facade and shall not be higher than the building height.

b. The total area of any sign attached to a facade shall not exceed two percent (2%) of the gross floor area, including basements, of the building to which such sign is attached.

c. No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening,~~

~~elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's architecture and which are in line with and not set back from the perimeter facade of the building.~~

d. Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above forty feet (40') shall consist of internally illuminated or backlit lettering that is one (1) consistent color for all letters of the sign. Wall signs mounted above forty feet (40') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above forty feet (40') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign.~~

2. Informational Signs As To Locations Of Available Parking: In addition to the wall signs permitted by subsections B1 and E of this section, multi-story parking garages in the B2 District may have wall signs with digital sign elements that display the availability of parking spaces subject to the following conditions:

a. The multi-story parking garages on which such wall signs are permitted must be located within a retail, commercial or mixed use development of no less than fifty (50) acres in area that has no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages;

b. The wall signs must comply with the signage regulations in the following sections of this title: section 13-11-3 of this chapter (other than subsections B3, B5 and B7); section 13-11-4 of this chapter (other than subsections A1, A3 through A7 and E); section 13-11-7 of this chapter (other than subsection E); and subsections B and C of this section;

c. No such wall sign may be located within two hundred feet (200') from 16th Street;

d. The content of each digital element within the wall signs shall be limited to: 1) the estimated number of parking spaces available on the referenced level of the parking garage, or 2) the word "Full" or "FULL" or "full".

Wall signs complying with the foregoing requirements shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including subsections 13-11-4A and E, and 13-11-7E of this chapter.

C. Size Limitation Exemptions:

1. Signs that are interior to a shopping center in the B2 District and are not visible from any exterior street and/or parking lot are exempt from the size limitations contained in this chapter.

D. Awnings And Marquees:

1. Awnings and marquees affixed to any building or structure shall have headroom of not less than eight feet (8').

E. Wall Signs For Garage Facades: Notwithstanding anything contained in this title to the contrary, including, without limitation, subsections 13-11-7A, H and M of this chapter, wall signs may be located on facades of multi-story parking garages in the B2 District provided that:

1. No parking garage facade may have more than one (1) such wall sign;
2. The wall sign otherwise complies with sections 13-11-3 and 13-11-4 and subsections 13-11-7B through G, I through L, and N through Q of this chapter, and subsections B and C of this section;
3. The wall sign does not face 16th Street between Illinois State Route 83 and Spring Road;
4. The wall sign exclusively or primarily faces Illinois State Route 83 or 22nd Street;
5. The wall sign advertises or identifies a retail tenant occupying no less than fifty thousand (50,000) square feet of a building in the B2 District;
6. The building in which the subject retail tenant is located does not have, or no longer has, any other wall sign that: a) is visible from the right-of-way the proposed wall sign would primarily face, and b) advertises or identifies the subject retail tenant; and
7. At least one (1) of the following applies:
 - a. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within seventy feet (70') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within one hundred seventy feet (170') of 16th Street; or
 - b. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within two hundred feet (200') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within four hundred fifty feet (450') of 22nd Street.

F. Internal Way-Finding, Directory And Merchant Signage: In retail, commercial or mixed-use developments containing no less than fifty (50) acres, no less than one million (1,000,000) square feet of retail and restaurant occupancies and no fewer than eighty (80) distinct commercial occupants, the following types of signage shall be permitted subject only to receipt of an applicable sign permit pursuant to section 13-11-3 of this chapter and compliance with the illumination standard set forth in subsection 13-11-4A2 of this chapter and each of the life- safety requirements set forth in subsections 13-11-4A3, C, D, F, G, H, I, J, K and N of this chapter: 1) signage within the development's enclosed commercial establishments; 2) signage in outdoor areas of the development that are surrounded by enclosed buildings and therefore are not visible to any public right-of- way; and 3) signage inside multi-story garages that is not visible to rights-of-way. (Ord. G-916, 1-12-2010; Ord. G-1082, 8-9-2016; Ord. G-1099, 2-28-2017)

13-11-10: DISTRICT B4, O3, O4, ORA1 AND ORA2 REGULATIONS:

Signs shall be permitted in the B4, O3, O4, ORA1 and ORA2 Districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a Village permit, as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Drive-through sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one (1) single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Monument signs.
3. Wall signs.

C. Number Of Signs Permitted Per Zoning Lot:

1. All signs permitted by section 13-11-6 of this chapter; plus
2. One awning sign per entrance; plus

3. One construction sign of any structural type; plus
4. One joint identification sign per zoning lot frontage; plus
5. One monument sign per street frontage for zoning lot frontage that is less than seven hundred feet (700') in length, and up to two (2) monument signs per street frontage for zoning lot frontage that is seven hundred feet (700') or more in length.
6. Two (2) on site directory signs per zoning lot frontage; plus
7. One real estate sign, large size; plus
8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage or one thousand five hundred (1,500) square feet, whichever is less; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage. For the zoning lots that contain the office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum permitted signage is two thousand (2,000) square feet.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs within the B4, O3, O4, ORA1 and ORA2 districts, whether counted toward the total allowable gross sign surface area established in this chapter or not:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total.

c. Wall Signs: Not to exceed one hundred forty (140) square feet per sign face for signs mounted greater than fifty feet (50') high and not to exceed one hundred (100) square feet per sign face for signs mounted less than fifty feet (50') high, and in no case covering more than five percent (5%) of the wall to which it is affixed. For ground floor restaurants in an office building or hotel, a special permit is required to erect a wall sign.

These signs are permitted to have a maximum area of one hundred (100) square feet. The office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum size for wall signage is increased from one hundred forty (140) square feet to two hundred fifty (250) square feet in order to accommodate corporate names that contain a maximum of ten (10) letters. For corporate names with more than ten (10) letters, the maximum size of the wall sign will be increased by 17.5 square feet per each additional letter including spaces between names with a maximum wall sign being limited to no more than three hundred eighty five (385) square feet in size.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); minimum height of eight feet (8') above grade.

3. Monument Signs: Ten feet (10').

4. Wall Signs: No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's architecture and which are in line with and not set back from the perimeter facade of the building.~~ For ground floor restaurants requiring a special permit, wall signs shall be no higher than thirty feet (30') in height and located only on the first floor of the building.

F. Minimum Setback Required:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from the right of way and three feet (3') from parking areas or driveways. "Sight triangles" shall be maintained to ensure safety.

3. Temporary Sign: Five feet (5').

G. Illumination:

1. Signs Without Permits: Signs permitted in section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

2. Awnings And Canopies: Shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy.

3. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

4. Wall Signs: Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above thirty feet (30') shall consist of internally illuminated or backlit lettering that is one consistent color for all letters of the sign. Wall signs mounted above thirty feet (30') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above thirty feet (30') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign. (Ord. G-916, 1-12-2010).~~

13-11-11: DISTRICT ORA3 REGULATIONS:

Signs shall be permitted in the ORA3 district as follows:

A. Illumination: All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.

B. Ground Signs:

1. There may be a total of not more than two (2) freestanding signs having an area not to exceed, in the aggregate, two hundred forty (240) square feet. The signs must be located:

- a. Along the boundary streets;
- b. At the principal entrance and in the required yard; and
- c. Not less than ten feet (10') from any street right of way line; provided, however, that one additional ground sign not to exceed ten (10) square feet may be placed at a service entrance location.

C. Directional And Identification Signs: There may be an unlimited number of directional signs not larger than six (6) square feet and there shall be not more than one identification sign per building not larger than ten (10) square feet in addition to the other signs permitted by this chapter.

D. Other Signage: Development plans governing developments which include a minor parcel separated by a public street from the major parcel included in the development may provide for such other signage to be located on such separated minor parcel as is reasonably necessary to identify the facilities to be located thereon, the entrance thereto, and/or to provide for safe access thereto; provided, however, that such signage shall not exceed: 1) one ground sign no closer than ten feet (10') from the adjoining right of way line primarily visible from the public street separating the minor parcel from the major parcel; and 2) one double faced ground sign located at the principal entrance to such separated minor parcel; and, provided further, that the total area of all such signs shall not exceed ninety (90) square feet and no individual sign facing shall exceed thirty (30) square feet in area. (Ord. G-916, 1-12-2010)

13-11-12: DISTRICT R1, R2, R3, ~~AND~~ R4 and CR REGULATIONS:

Except where exempted by this chapter, all of the following residential signs require permits from the village. Signs shall be permitted in the R1, R2, R3, ~~and~~ R4, and CR districts as follows:

A. Nameplates And Signs: A nameplate for a single-family dwelling shall not exceed one hundred twenty (120) square inches in area. For a multiple-family dwelling, a nameplate shall not exceed four (4) square feet in area, and may indicate the names, addresses and telephone numbers of the building and/or the rental agents. A nameplate may be illuminated by nonflashing direct or indirect illumination.

B. For Sale Signs: One unilluminated ground sign, not more than six (6) square feet in area may be located in a front yard or side yard adjoining a street and shall be located not closer than ten feet (10') from a street and/or side lot line.

C. Signs For Nonresidential Uses (Excluding Home Occupation Signs Which Are Prohibited): Identification signs for nonresidential uses shall be permitted in accordance with the following regulations:

1. Illumination: One identification sign affixed flat against a building wall and one ground sign, which in both cases may be illuminated by nonflashing direct or indirect illumination and shielded so that the source of light cannot be seen at any point within a residential district, may be erected along each street frontage. For an educational institution, the sign may contain not only the name of the institution, but may also announce events or activities occurring at the institution.

2. Sign Area; Setbacks: Each sign shall be limited in area to not more than sixteen (16) square feet and shall not project higher than ten feet (10') above ground grade. No ground sign shall be located nearer than eight feet (8') from the nearest interior lot line nor closer to the front lot line than one-half (1/2) the depth of the required front yard except:

a. A directional sign shall be not more than nine (9) square feet in area and shall not be located nearer than ten feet (10') from a street line; and

b. A sign for an educational institution shall not be located nearer than ten feet (10') from a front lot line.

3. Churches In The R2 District:

a. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one freestanding principal sign, limited in area to not more than forty five (45) square feet on each of two (2) outward facing sides and may be illuminated according to this code, and shall not project higher than ten feet (10') above grade, and not located nearer than eight feet (8') from the nearest lot line.

b. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one identification wall sign per street frontage with the name,

logo and symbol, affixed against a building wall and projecting out to twelve inches (12") and may be illuminated according to this code, limited in area to not more than two hundred (200) square feet.

c. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted entrance monument signs containing its name, logo and symbol and directional instructions at its full access drives, and may be illuminated according to this code for safety purpose and limited in area to not more than twenty five (25) square feet on each of two (2) sides and shall not project higher than six feet (6') above grade.

D. Temporary Ground Signs: Temporary ground signs for residential subdivisions shall be permitted in accordance with the following:

1. Signs may be erected along each thoroughfare or highway frontage of the development not less than one thousand feet (1,000') apart.

2. Such signs shall not exceed two hundred forty (240) square feet in area each, and shall contain only the names, addresses and telephone numbers of the development and the sales or rental agents, and types, prices, and location of dwelling units.

3. Such signs:

a. May be illuminated with nonflashing illumination shielded so that the source of light cannot be seen;

b. Shall not project higher than fifteen feet (15') above ground grade;

c. Shall not be located nearer than thirty feet (30') from a lot line; and

d. Shall be removed within thirty (30) days after completion of the development.

E. Additional Ground Signs: Additional ground signs may be used on lots containing model homes being offered for sale or rent to:

1. Identify the name and price of each house, not to exceed twelve (12) square feet in area.

2. Provide directional and safety information, not to exceed two (2) square feet in area.

3. No more than one such sign is permitted on any single lot except a maximum of two (2) signs will be permitted on corner lots, so that one sign can be located along each street frontage. The maximum size of these signs is six (6) square feet each. (Ord. G-916, 1-12-2010; Ord. G-1096, 1-24-2017)

~~13-11-13: SIGNS FOR HANDICAPPED PARKING:~~

~~—A. Accessible Parking is Required to comply with the Illinois Accessibility code. : All facilities, which provide parking, shall provide accessible parking in compliance with the~~

~~provisions of the Illinois accessibility code of the capital development board, as amended, and of the federal Americans with disabilities act.~~

~~—B. Required Minimum Number Of Off Street Accessible Parking Spaces: The required minimum number of accessible parking spaces shall be in accordance with section 400.320 of the Illinois accessibility code and the Americans with disabilities act (ADA) accessibility guidelines.~~

~~—C. Location Of Parking And Passenger Loading Zones: Accessible parking spaces for disabled and accessible passenger loading zones that serve a particular building shall be the spaces or zones located closest to the nearest accessible entrance on an accessible route. In separate parking structures or lots that do not serve a particular building, parking spaces for disabled persons shall be located on the shortest possible circulation route to an accessible pedestrian entrance of the parking facility.~~

~~—D. Dimensions, Marking And Signage Of Accessible Parking Spaces: Each parking space shall be at least sixteen feet (16') wide including an eight foot (8') wide access aisle, and adjacent parking spaces shall not share a common access aisle. All access aisles shall meet at a common level with an accessible route and shall be diagonally striped.~~

~~—1. Sized, Marked And Signed Spaces: Accessible parking spaces shall be sized, marked and signed in accordance with subsection 13-12-3C of this title and exhibits A, B and C in this section.~~

~~—2. Environmentally Limited Person Space: Each parking space designated as reserved for environmentally limited persons shall be equipped with a sign which complies with section 11-301 of the Illinois rules of the road 1 and meets the requirements of sign R7-8 (U.S. department of transportation standard). The sign shall be the Illinois standard R7-8 reserved parking sign and R7-1101 \$250.00 fine sign (Illinois MUTCD). (See exhibits B and C in this section for description of above referenced signs.)~~

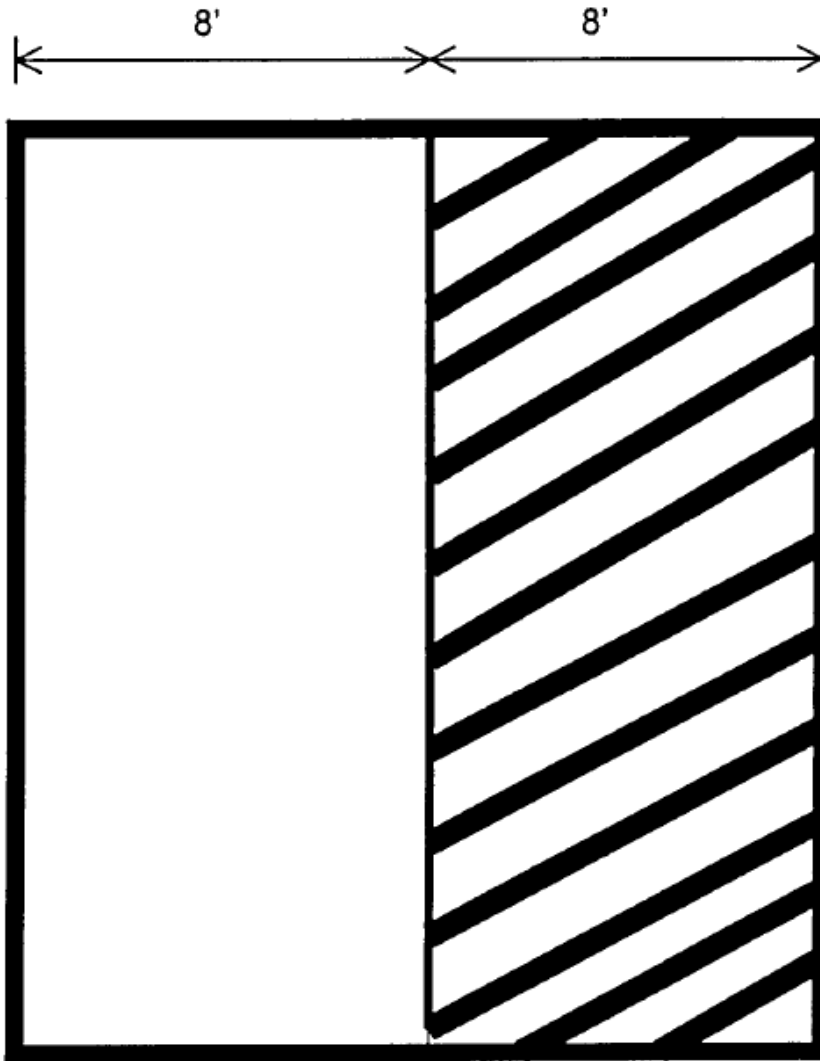
~~—3. Mounting Of Signs: Signs shall be vertically mounted on a post or a wall at front center of the parking space, no more than five feet (5') horizontally from the front of the parking space, and set a minimum of four feet (4') from the finished grade to the bottom of the sign.~~

~~—4. Exhibits:~~

~~—EXHIBIT A~~

~~—WIDTH AND PAVEMENT MARKINGS~~

For minimum depth, see Section XI (E)(14)



COLORS

NONE SPECIFIED IN THE ILLINOIS VEHICLE CODE

~~Effective October 1, 1992, all parking spaces reserved for the handicapped, except those reserving on street parking areas, shall be at least 16 feet wide, including an 8 foot wide access aisle. Adjacent handicapped parking spaces shall not share a common access aisle. All access aisles shall blend to a common level with an accessible route and should be diagonally striped (Illinois accessibility code, section 400.310(c)(2)).~~

~~EXHIBIT B~~

~~HANDICAPPED PARKING SIGN~~



R7-8

DIMENSIONS (INCHES)

COLORS

LEGEND AND BORDER - GREEN
 WHITE SYMBOL ON BLUE
 BACKGROUND
 BACKGROUND - WHITE

REDUCE SPACING 50%
 SEE APPENDIX "E" FOR
 SYMBOL PROPORTIONS
 SIGN R 7-8

Effective January 1, 1985, public act 83-1316 amended section 11-301 of the "Illinois vehicle code" to require handicapped parking signs (for parking lots subject to "the Illinois vehicle code") to comply with the R-7-8 sign show below (U.S. department of transportation standard). Existing signs may remain, but their useful lives shall not be extended by other means than normal maintenance.

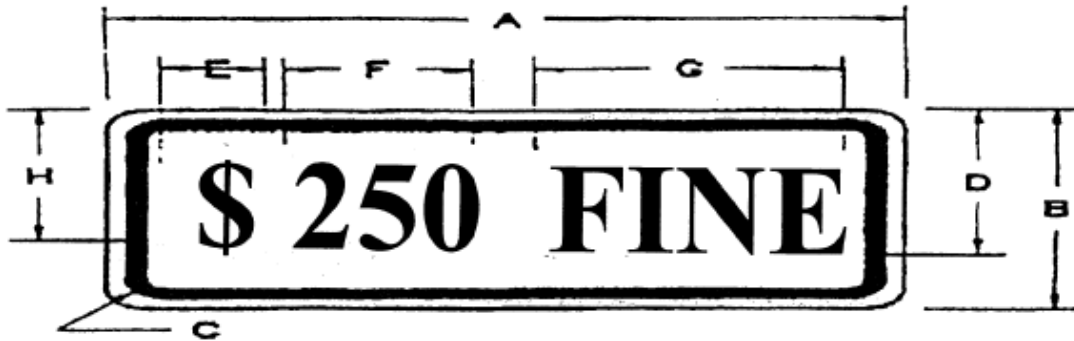
~~—EXHIBIT C~~

~~—SIGN REQUIRING "\$250-FINE"~~

~~—ILLINOIS STANDARD~~

~~—R7-I101~~

SIGN REQUIRING "\$250-FINE"
ILLINOIS STANDARD
R7-I101



COLOR: LEGEND AND BORDER
BACKGROUND

GREEN NON-REFLECTORIZED
WHITE REFLECTORIZED

SIGN SIZE	DIMENSIONS							
	A	B	C	D	E	F	G	H
6X12	12.0	6.0	1.5	4.5	1.1	3.0	5.5	3.0

SIGN SIZE	SERIES Lines	Mar- gin	Border	BLK Std
6X12	'2C3B	0.37	0.37	B5-125

All dimensions in inches.
To be used with R7-8

~~(Ord. G 695, 3-26-2002; Ord. G 836, 5-22-2007; Ord. G 916, 1-12-2010)~~

Notes

13-11-13: CHANGEABLE ELECTRONIC COPY SIGN REGULATIONS:

Changeable Copy, Electronic Signs shall only be permitted to governmental bodies (i.e., school, park, municipal districts) on publicly owned/ public easement land in the CR, B-2, B-3, or R-3 Districts. The following conditions and restrictions shall apply:

1. There shall be a maximum of one (1) Changeable Copy, Electronic Sign per lot or parcel.

One Changeable Copy, Electronic Sign per lot or parcel may be substituted for a permitted Freestanding Sign provided that:

- a. The sign shall be not less than three hundred (300) feet from any residentially zoned property which is used for residential purposes;
- b. In the CR and R-3 Districts, the total sign display shall not exceed fifty (50) square feet of surface area. In the B-2 and B-3 Districts, the total sign display area shall not exceed one hundred (100) square feet of surface area.
- c. In the CR and R-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed twenty (20) square feet of surface area. In the B-2 and B-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed Fifty (50) square feet of surface area.
- d. In the CR and R-3 Districts, the maximum height of the sign shall not exceed ten (10) feet. In B-2 and B-3 Districts, the maximum height of the sign shall not exceed fifteen (15) feet.
- e. The minimum right-of-way setback shall be five (5) feet.
- f. The sign shall be located on an arterial or collector street as identified by the Oak Brook transportation plan phase II report dated January 1971.
- g. The Changeable Copy, Electronic Sign face must be fully blocked from adjoining residential properties via year-round landscaping.
- h. The base of all permanent ground signs shall be landscaped least three feet (3') beyond all sign faces. (See section 13-11-4 B.)
- i. The sign must relate to use(s), occupant(s), and/or activity(ies) located on the public property on which the sign is located or to general community-based messaging.

- j. Each message shall be displayed at least ten (10) seconds before the next message is displayed.
- k. There shall be a time delay of no less than two (2) seconds between complete messages and there shall be no time delay between frames of a single message.
- l. Scrolling of messages and/ animation is prohibited.
- m. The letters, words, and/or symbols shall be designed and located so that the entire message is legible to motorists intended to view it.
- n. The sign shall be constructed from non-reflective materials and illuminated in a manner that does not create a glare.
- o. The amount of text shall be limited so as to display a message that is legible to motorists intended to view it.
- p. Maximum brightness levels shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn. Electronic changeable copy signs shall include a fully operational light sensor that automatically adjusts the intensity of the graphic according to the amount of ambient light.
- q. The sign shall be equipped with an automatic off switch when the sign is malfunctioning or has missing light fields.



ITEM 6.D.2.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Briarwood Lakes HOA Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for variation to the Planning & Zoning Commission for a public hearing and a recommendation related to a proposed fence at Briarwood Lakes Subdivision.

Background/History:

Briarwood Lakes Homeowners Association has submitted a zoning variation request for the construction of a five-foot (5') fence. The property is zoned R-4, Single-Family Detached Residence District and is a subdivision of attached homes located on Briarwood Central, just north of Oak Brook Road. The location of the proposed fence creates boundaries for the subdivision on Oak Brook Road (31st Street) and between Briarwood and Brook Forest subdivisions.

The petitioner is requesting zoning variations to Sections 13-3-17.B.2 of the Zoning Code to permit and allow a five-foot (60") fence. The proposed fence would replace existing chain link fencing.

Several additional documents have been included with this referral to provide the Village Board with more detailed and specific information related to the request. Additional application materials are provided below for reference purposes.

Recommendation:

Staff recommends that the Village Board refer Briarwood Lakes HOA's request for a Variation to allow a five-foot fence to the Planning & Zoning Commission for a public hearing, review, and a recommendation.

Attachments:

1. Briarwood Lakes HOA Fence VAR



VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD

OAK BROOK, IL 60523

630-368-5106

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE:

☐ APPEAL (\$300)

☒ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lotfrontage)

☐

- Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES
AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 31ST ST FENCE PERMANENT PARCEL NO* 06-27-407-113
LOT NO. _____ SUBDIVISION BRIARWOOD LAKES LEGAL ADDRESS* 1 BRIARWOOD CENTRAL O.B
ZONING DISTRICT R-4 ZONING ORDINANCE SECTION _____ ACTION REQUESTED Replacement of Chain Link Fence

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER ☐

AGENT ☒

OWNER(S) OF RECORD BRIARWOOD LAKES

PHONE 630-222-9800

ADDRESS 1 BRIARWOOD CENTRAL CITY OAK BROOK

STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _____

PHONE _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

NAME OF APPLICANT (and Billing Information) LOU RYMARCZUK

PHONE 630-222-9800

ADDRESS 1 BRIARWOOD CENTRAL CITY OAK BROOK

STATE IL ZIP 60523

Contact Name and E-mail Address(s) BRIARWOOD LAKES @ COMCAST.NET

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for publication costs within 30 days of billing.

[Signature] President 03/14/2024 [Signature] Lou Rymarczuk 03/14/2024
Signature of Owner Date Signature of Applicant Date

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Date Filed 3/19/24 Fee Paid \$ NA Receipt No. NA Received By R. Von Arasek

Board of Trustees (Referral) 3/26/24 Notice Published 4/10/24 Newspaper Daily Herald Adj. Property Owners Notified 4/10/24

PUBLIC HEARING DATES: Planning & Zoning Commission 5/1/24

Board of Trustees _____

Board of Trustees 6/25/24
(Approval of Ordinance)

SIGNED - VILLAGE CLERK _____

Date _____

BRIARWOOD LAKES COMMUNITY ASSOCIATION

One Briarwood Central · Oak Brook, Illinois 60523-8701

LETTER OF EXPLANATION

The property commonly known as Briarwood Lakes Subdivision has old damaged chain link fence on our north boundary . (1,800 feet) We, the HOA, are applying for a variance from Section 13-3-17(B)(1)-(2) of the Village of Oak Brook Municipal Code to allow construction of a non-solid aluminum perimeter fence with a height of 60". We are requesting said variation due to 1) Improve aesthetics 2) Security, trespassing to access ponds for fishing has resulted in damaged fence and breach in security. Trespass access to ponds and walking on spillways creates liability for another drowning. 3) Massive overgrowth of invasive buckthorn with fence destruction and competition with preferred landscape material.

Briarwood Lakes wants to enter into contract with Anaya and Sons Fence Company to remove old fence and install a 60" aluminum Montage Majestic Modern Beauty fence (photo attached).

LOU RYMARCSUK, CMCA
COMMUNITY ASSOCIATION MANAGER
(630) 222-9800
email: briarwoodlakes@comcast.net
www.briarwoodlakes.com

Briarwood Lakes is an Illinois Not-For-Profit Corporation



CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



MAJESTIC™

Modern Beauty

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



Oak Brook

Oak Brook Map Viewer

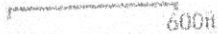
Find Address



NORTH BOUNDARY FENCE
1,800ft.

SITE B

SITE A



1,059,134,985 1,386,352,592 Feet

**Legend**

0 2000 4000
ft

Print Date: 3/20/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



ITEM 8.A.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Award of Contract – 1st Amendment to the 2023 Street Sweeping Contract

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$58,253.63 was budgeted in the 2024 in account # 362-77000

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2191, A Resolution approving the First Amendment to the 2023 contract with Lakeshore Recycling Systems, LLC, Rosemont, Illinois, for Street Sweeping Services for a four (4) year term, in the amount of \$254,837.25 (\$58,253.63 for 2024, \$61,748.87 for 2025, \$65,453.74 for 2026, and \$69,381.01 for 2027).

Background/History:

In 2017, a request for quotes was sent to three (3) companies. Two (2) companies, K Hoving Clean Sweep, and Elgin Sweeper submitted quotes with K Hoving submitting the lowest. That same year, Lakeshore Recycling Systems, LLC bought out their competitor, K Hoving Clean Sweep LLC. This limited the number of Street Sweeping companies that were available to submit pricing for this work. Due to the limited pool of qualified companies, staff anticipated an increase of thirty percent (30%) over the previous year. Staff tried to mitigate some of the increase by evaluating sweeping routes and frequency. Lakeshore Recycling Systems, LLC has increased the contract by six percent (6%) each year. This increase is based off of fuel price, maintenance, labor costs and replacement costs of the equipment.

In 2023, a request for proposals for Street Sweeping Services was sent to three (3) companies. Only one (1) proposal was received and opened on Wednesday, March 22, 2023. Section 3, Contract Term, of the 2023 Contract, states that the term of the contract shall be for the 2023 season beginning May 1, 2023 – October 31, 2023. The Village reserved the right to amend the contract term and cost for calendar years 2024 – 2027. Lakeshore Recycling Systems, LLC has performed to Village standards. Since there was only one bid, staff validated the pricing by contacting other communities for comparison. The Village is paying a similar curb mile/per hour cost as other communities such as St. Charles, Western Springs, Des Plaines, Morton

Grove, Hoffman Estates, and Itasca.

Street Sweeping Services include sweeping commercial and residential streets, parking lots, and well houses. Also included in the contract are emergencies, storm clean-up and special events. Residential streets and well houses may only be swept Monday through Friday 7:00 am – 3:00 pm, and commercial areas and parking lots may only be swept during off hours Thursdays and Fridays to avoid traffic and parked cars.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2191, A Resolution approving the First Amendment to the 2023 contract with Lakeshore Recycling Systems, LLC, Rosemont, Illinois, for Street Sweeping Services for a four (4) year term, in the amount of \$254,837.25 (\$58,253.63 for 2024, \$61,748.87 for 2025, \$65,453.74 for 2026, and \$69,381.01 for 2027).

Attachments:

1. Res No. R-2191
2. StreetSweepingAmendment

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-PW-ST-SWP-R-2191

A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDMENT TO THE
2024 STREET SWEEPING SERVICES AGREEMENT WITH
LAKESHORE RECYCLING SYSTEMS, LLC, TO AWARD THE
REMAINING OPTION YEARS (2025-2027)

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 26th day of March 2024

RESOLUTION NO. 2024-PW-ST-SWP-R-2191

A RESOLUTION
AUTHORIZING AND APPROVING AN AMENDMENT TO THE 2024 STREET SWEEPING
SERVICES AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC, TO AWARD
THE REMAINING OPTION YEARS (2025-2027)

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, Lakeshore Recycling Systems, LLC. (the "Company") currently holds the contract for Street Sweeping Services that includes, but not limited to, sweeping commercial and residential streets, parking lots, and well houses throughout the Village;

WHEREAS, the existing contract term is set to expire, but provides the Village the option to renew for additional terms through FY27, subject to written agreement between the parties;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the amendment to the 2024 Street Sweeping Services Agreement with Company, to award the remaining option years (2025-2027) (the "Amendment"), substantially in the form attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval

The Corporate Authorities hereby approves the Amendment, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Amendment, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute

exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Amendment.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Amendment, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Amendment.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 26th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 26th day of March 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Amendment



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof Svcs.

Department:

PW

Program/Account Number:

362-77000

Awarded Contract Price:

\$254,836.25 (2024-2027)

Budgeted Amount:

\$58,258.63 7424

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

1st Amendment to the 2023 Street Sweeping Services Contract

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

3/4/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

3/6/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

3/19/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

3/6/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials: _____

FIRST AMENDMENT TO THE 2023 STREET SWEEPING SERVICES CONTRACT

THIS AMENDMENT TO THE 2023 STREET SWEEPING SERVICES CONTRACT ("Amendment") executed by the parties on April 13, 2023, is made as of _____, 2024 by and between **LAKESHORE RECYCLING SYSTEMS, LLC. ("LRS")**, and the **VILLAGE OF OAK BROOK, ILLINOIS ("Village")**.

RECITALS

WHEREAS, LRS and the Village entered into a 2023 Street Sweeping Services Contract ("**Contract**"), pursuant to which LRS agreed to provide to the Village Street Sweeping Services, as more fully described in the Contract.

WHEREAS, the term of the Contract ended October 31, 2023.

WHEREAS, the parties desire to extend the term of the Contract for four (4) additional years pursuant to this amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- A. **Extension of Term.** The Contract is hereby extended for a period commencing May 1, 2024, and ending October 31, 2027 ("**Extension Term**"), unless sooner terminated in accordance with the terms of the Contract. The Extension Term shall be on the same terms and conditions contained in the Contract, except as expressly set forth herein.
- B. **Pricing.** LRS's pricing shall be as follows, \$58,252.63 for 2024, \$61,748.87 for 2025, \$65,453.74 for 2026, and \$69,381.01 for 2027, for a not-to-exceed total cost of \$254,836.25.
- C. **Effect of Amendment.** The Parties acknowledge and agree that this Amendment modifies and amends the Contract, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Contract. The Contract, as amended by this Amendment, is hereby ratified, and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, LRS and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

LAKESHORE RECYCLING SYSTEMS,
LLC.

By: 

By: 

Printed Name: MICHAEL BOTTOM

Title: GENERAL MANAGER

Date: 3/5/2024

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____



ITEM 8.A.2.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Award of Contract: Core Main for Sensus Analytics Advanced Metering Infrastructure (AMI) Software.

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$24,611 is budgeted in Water System Other Services (351-77000), and \$18,500 is budgeted in Water Maintenance Supplies (351-62200)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2200, authorizing the waiver of the formal bidding process, due to sole source, extend the current contract 5 years and issue a Purchase Order to Core & Main, St. Louis, MO, in the amount of \$24,611.00 for Fiscal Year 2024, for the Sensus Analytics Advanced Metering Infrastructure (AMI) software with an annual three percent (3%) increase for Fiscal Years 2025 - 2028 and to authorize staff to purchase water meters for new installations and replacements, up to \$30,000 annually as needed.

Background/History:

In 2017, the Village contracted with HD Supply Waterworks to complete a Village-wide water and meter replacement program. This program was a recommendation based on the American Water Works Association (AWWA) guidelines. This program was designed to reduce non-revenue water loss. The Village received six (6) proposals. The top three (3) proposals then provided a presentation on their meter and meter reading collection systems. HD Waterworks provided the Village with a Sensus iPERL meter for residential applications, and the Sensus OMNI meter for 1½" and larger residential and commercial meter applications. In conjunction with these meters, Sensus also provides a fixed automated meter reading system that requires two (2) data collectors that are currently mounted on our elevated water towers. This proprietary software is called Sensus Analytics AMI (Advanced Metering Infrastructure). In 2018, HD Supply Waterworks changed their name to Core & Main.

The meter change out program was completed in 2021. The 2024 annual cost for Sensus Analytics AMI is \$24,611.00 with a three percent (3%) increase each year thereafter. The staff is requesting approval for fiscal years 2024 – 2028. The total five-year cost of the software is

\$130,663.00. The 2024 price for replacing a water meter is listed in the table below. Most of the meter related charges are reimbursed to the Village by either permit fees or added fees on water bills due to damaged meters. In 2022, we were reimbursed \$24,729.00 and in 2023 we were reimbursed \$17,828.00.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2200, authorizing the waiver of the formal bidding process, due to sole source, extend the current contract 5 years and issue a Purchase Order to Core & Main, St. Louis, MO, in the amount of \$24,611.00 for Fiscal Year 2024, for the Sensus Analytics Advanced Metering Infrastructure (AMI) software with an annual three percent (3%) increase for Fiscal Years 2025 - 2028 and to authorize staff to purchase water meters for new installations and replacements, up to \$30,000 annually as needed.

Attachments:

1. 2024-PW-IT-TECH-AMI-R-2200
2. PO# 20240107 Sensus Analytics
3. Purchasing Terms and Conditions

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-IT-TECH-AMI-R-2200

A RESOLUTION
APPROVING AND AUTHORIZING THE WAIVER OF THE
FORMAL BIDDING PROCESS AND ISSUE A PURCHASE
ORDER TO CORE & MAIN FOR THE SENSUS ANALYTICS
ADVANCED METERING INFRASTRUCTURE SOFTWARE FOR
FISCAL YEARS 2024 -2028

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 26th day of March 2024

RESOLUTION NO. 2024-PW-IT-TECH-AMI-R-2200

A RESOLUTION
APPROVING AND AUTHORIZING THE WAIVER OF THE FORMAL BIDDING PROCESS AND
ISSUE A PURCHASE ORDER TO CORE & MAIN FOR THE SENSUS ANALYTICS
ADVANCED METERING INFRASTRUCTURE SOFTWARE FOR FISCAL YEARS 2024 -2028

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, in 2017, the Village contracted with HD Supply Waterworks (now Core & Main ____) to complete a Village-wide water Meter replacement program, whereby the Village was provided with Sensus iPERL meters for residential applications, and the Sensus OMNI meters for 1½" and larger residential and commercial meter applications, and controlled by proprietary software called Sensus Analytics AMI (Advanced Metering Infrastructure) (the "Software");

WHEREAS, the existing contract for the Software has since expired in fiscal year 2023 and is now in need of renewal;

WHEREAS, due to the proprietary nature of the Software for the Village's existing infrastructure, Staff recommends the Corporate Authorities authorize the waiver of competitive bidding and approve the Purchase Order (the "Purchase Order"), attached hereto and incorporated herein as Exhibit A, to Core & Main in the amount of \$24,611.00 for Fiscal Year 2024, for the Sensus Analytics Advanced Metering Infrastructure (AMI) software with an annual three percent (3%) increase for Fiscal Years 2025 - 2028;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize and approve the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval

The Corporate Authorities hereby approves the Purchase Order, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form attached hereto as Exhibit A.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Purchase Order, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Purchase Order.

Section Six – Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 26th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 26th day of March 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523-2255
(630) 368-5000
www.oak-brook.org

Purchase Order

Fiscal Year 2024

Page: 1 of: 1

Revisions 000

Expiration Date 12/31/2024

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

20240107-000

Delivery must be made within
doors of specified destination.

B
I
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300
VILLAGE OF OAK BROOK
PUBLIC WORKS
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

V
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CORE & MAIN LP
1830 CRAIG PARK COURT
ST LOUIS, MO 63146

S
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T
O

351
VILLAGE OF OAK BROOK
WATER OPERATIONS
3003 JORIE BLVD
OAK BROOK, IL 60523

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference			
800-492-6909			20240105	JOHN TEMES			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/21/2024	16881				WATER OPERATIONS		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	ANNUAL SENSUS ANALYTICS FEE			1.0	EACH	\$24,611.00	\$24,611.00
	***** GL SUMMARY *****						
	351 - 77000					\$24,611.00	

IMPORTANT: By accepting this purchase order, the Vendor hereby acknowledges and agrees to the Terms & Conditions on the back of, or attached to, this purchase order

Purchase Order Total

\$24,611.00

Village Manager

DEPARTMENT COPY

VILLAGE OF OAK BROOK
PURCHASING TERMS AND CONDITIONS

1. This purchase order, when **not** indicated CONFIRMING, is an offer to purchase the indicated goods or services. Acceptance of this purchase order is evidence that a contract exists between the vendor (contractor) and the Village of Oak Brook.
2. This purchase order, when indicated CONFIRMING, is issued as evidence that a contractual agreement has been reached between the vendor (contractor) and the Village of Oak Brook.
3. All applicable portions of the Uniform Commercial Code shall govern this contract between the vendor and the Village of Oak Brook.
4. Where applicable, the vendor (contractor) shall be governed by the Illinois Prevailing Wage Act; 820 ILCS 130-0.01 and following sections.
5. The vendor is required to submit a Material Safety Data Sheet (MSDS), prior to or at the time of delivery, if any toxic substance is contained in the product per 820 ILCS 255/11.
6. All pricing must be FOB delivery point. Where shipping costs are not included in the stated price on the purchase order, the vendor shall prepay such costs and add to the invoice.
7. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the Village of Oak Brook reserves the right to inspect the goods at a reasonable time subsequent to delivery.
8. All invoices are to be directed to the "BILL TO" address on the front side of this Purchase Order.
9. The Village of Oak Brook complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
10. The Village of Oak Brook approves accounts payable twice monthly.
11. The Village of Oak Brook is exempt from payment of State, Federal Excise and Illinois Retailers Occupational taxes. The Village's tax exemption number is E99974381, and our Federal Identification Number is 36-6009534.
12. Vendors are required to comply with all Federal and State Laws and Regulations, including but not limited to, all Equal Employment Opportunity, Affirmative Action statutes, as required by law.
13. Vendors are required to comply with all Insurance Requirements as set by the Village of Oak Brook, including but not limited to General Liability, Property, Workers Compensation and Automobile. The Village of Oak Brook must be listed as additional insured.
14. In case any article sold and delivered to the Village of Oak Brook shall be protected by any patent or copyright, the seller agrees to defend, indemnify and save harmless the Village of Oak Brook from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any persons whomsoever on account of the use or sale of such article by the Village in violation of rights under such patent or copyright.
15. Any Act done or omitted to be done by the seller in violation or disregard of the foregoing terms and conditions shall not be binding upon the Village of Oak Brook, nor shall the Village be responsible for any damage or loss to the seller arising out of, or in consequence of, any such act or omission.
16. Vendor certifies that it is not barred from contracting with the Village of Oak Brook as a result of violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid rotating) of Chapter 720 of the Illinois Compiled Statutes.
17. Vendor certifies that it does and will provide a drug-free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.
18. Vendor states under oath pursuant to 65 ILCS 5/11-42.2-1 that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
19. Vendor certifies that it has and will comply with Section 5/2-105 of the Human Rights Act (775 ILCS 5/2-105), including having a written sexual harassment policy which complies with said section.



ITEM 8.A.3.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Award of Contract: Bath & Tennis Drive Construction Improvements.

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$500,000.00 was budgeted in the Sports Core Fund, Structural Improvements (811-90400).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2201 awarding a contract to the lowest responsible bidder with the lowest responsive bid, Chicagoland Paving Contractors, Inc., Lake Zurich, Illinois, for the Bath & Tennis Drive Improvements Project, based on the unit prices in the attached bid tabulation, for an estimated total project cost of \$460,000.00.

Background/History:

A solicitation for bids for the Bath & Tennis Drive Improvements Project was posted on the Village website and sent to eight (8) companies on Tuesday, February 27, 2024. Four (4) sealed bids were received and publicly opened on Tuesday, March 12, 2024. Christopher B. Burke Engineering, Ltd., (our consultant engineer), recommends that we award the contract to Chicagoland Paving Contractor, Inc., the lowest responsible bidder who submitted the lowest responsive bid (see attached letter). The Village will realize a savings of \$40,000.00 from the budgeted amount for this project and \$96,900.00 from the Engineers estimate, which is \$556,990.00. Staff has received and reviewed references and is satisfied.

The project consists of resurfacing and widening the Bath & Tennis Drive. The project also includes the following:

- Hot-mix asphalt surface removal
- HMA base course widening with HMA binder and surface course installation.
- PCC shoulder construction
- Concrete curb and gutter and sidewalk construction
- Pavement markings
- Grading and landscaping

- Other work as described within the plans and specifications.

The work is expected to begin shortly after execution of the contract and to be completed by May 16, 2024.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2201, awarding a contract to the lowest responsible bidder with the lowest responsive bid, Chicagoland Paving Contractors, Inc., Lake Zurich, Illinois, for the Bath & Tennis Drive Improvements Project, based on the unit prices in the attached bid tabulation, for an estimated total project cost of \$460,000.00.

Attachments:

1. 2024-PW-BT-CNTRCT-IMPRV-R-2201
2. B&TDriveImpCnct
3. Bath and Tennis Award Recommendation Letter_03132024
4. Bid Tab.031224

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-B&T-CNTRCT-IMPRV-R-2201

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER FOR THE BATH & TENNIS DRIVE
IMPROVEMENTS PROJECT, CHICAGOLAND PAVING
CONTRACTORS, INC.

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 26th day of March 2024

RESOLUTION NO. 2024-PW-B&T-CNTRCT-IMPRV-R-2201

A RESOLUTION

AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER FOR THE BATH & TENNIS DRIVE IMPROVEMENTS PROJECT, CHICAGOLAND PAVING CONTRACTORS, INC.

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the scope of the Bath & Tennis Drive Improvements Project (the "Project") consists of, but is not limited to, resurfacing and widening the Bath & Tennis Drive;

WHEREAS, a solicitation for bids for the Project was posted on the Village website and sent to eight (8) companies on Tuesday, February 27, 2024;

WHEREAS, of the four sealed bids that were received and publicly opened on Tuesday, March 12, 2024, Christopher B. Burke Engineering, Ltd., the Village's consultant engineer, recommends that the Corporate Authorities award the contract to Chicagoland Paving Contractor, Inc., the lowest responsible bidder for the Project;

WHEREAS, Staff agrees with the recommendation and further requests the Corporate Authorities to award the contract for the Project to Chicagoland Paving Contractor, Inc., lowest responsible bidder, who submitted a bid in the amount of \$460,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Chicagoland Paving Contractor, Inc., the lowest responsible bidder in the amount of \$460,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 26th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 26th day of March 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs. / Construction

Department:

PW

Program/Account Number:

811-90400

Awarded Contract Price:

\$460,000.00

Budgeted Amount:

\$500,000.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Bath & Tennis Drive Improvements
Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

3/19/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

3/20/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

3/20/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

3/20/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials: _____



Village of Oak Brook

BATH AND TENNIS DRIVE IMPROVEMENTS

Bid Opening Date: March 12, 2024
Bid Opening Time: 10:00 AM
Bid Opening Location: Butler Government Center
Bid Deposit: 5% of the Amount of Bid
Performance and Labor and Materials Bonds: 100% of the Amount of Bid

Obtain information from:

24-134 8995009
BID DATE: 3-12-24
BID TIME: 10:00
COMPLETE DATE/DAYS 5%
5-24-24

Nicholas Morel, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

Submit Bids to:

Rania Serences, Purchasing & Budgeting Coordinator
Village of Oak Brook
Butler Government Center
1200 Oak Brook Road
Oak Brook, IL 60523

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Oak Brook and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
BATH AND TENNIS DRIVE IMPROVEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")
Principal Office Address _____
Local Office Address _____
Contact Person Bill Bowes Telephone 847 550 9681

TO: Village of Oak Brook ("Owner")
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Tim O'Malley, Interim Public Works Director

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. _____, [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the Bath and Tennis Drive improvements, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all

PROPOSAL

applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in this Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by this Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

SCHEDULE OF PRICES

Item No.	Item	Unit	Quantity	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	75 ⁻	1,500 ⁻
20101000	TEMPORARY FENCE	FOOT	700	2.50	1,750 ⁻
20101200	TREE ROOT PRUNING	EACH	10	150 ⁻	1,500 ⁻
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	100 ⁻	1,000 ⁻
20200100	EARTH EXCAVATION	CU YD	250	50 ⁻	12,500 ⁻
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	600	20 ⁻	12,000 ⁻
20700220	POROUS GRANULAR EMBANKMENT	CU YD	300	20 ⁻	6,000 ⁻
20800150	TRENCH BACKFILL	CU YD	25	25 ⁻	625 ⁻
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	600	2 ⁻	1,200 ⁻
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1500	4 ⁻	6,000 ⁻
21400100	GRADING AND SHAPING DITCHES	FOOT	150	10 ⁻	1,500 ⁻
25000310	SEEDING, CLASS 4	ACRE	0.3	10,000 ⁻	3,000 ⁻
25100630	EROSION CONTROL BLANKET	SQ YD	1500	1.50	2,250 ⁻
28000305	TEMPORARY DITCH CHECKS	FOOT	100	15 ⁻	1,500 ⁻
28000400	PERIMETER EROSION BARRIER	FOOT	500	3 ⁻	1,500 ⁻
28000500	INLET AND PIPE PROTECTION	EACH	3	265 ⁻	795 ⁻
28000510	INLET FILTERS	EACH	1	265 ⁻	265 ⁻
28100105	STONE RIPRAP, CLASS A3	SQ YD	35	75 ⁻	2,625 ⁻
28200200	FILTER FABRIC	SQ YD	40	2.50	100 ⁻
35101600	AGGREGATE BASE COURSE, T B 4"	SQ YD	870	6 ⁻	5,220 ⁻
35600685	HOT-MIX ASPHALT BASE COURSE WIDENING, 5 1/2"	SQ YD	35	100 ⁻	3,500 ⁻
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	6	25 ⁻	150 ⁻
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	4200	.01	42 ⁻
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	460	100 ⁻	46,000 ⁻
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	400	115 ⁻	46,000 ⁻
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	520	10 ⁻	5,200 ⁻

PROPOSAL

42400800	DETECTABLE WARNINGS	SQ FT	40	52 ⁻	2,080 ⁻
44000100	PAVEMENT REMOVAL	SQ YD	350	15 ⁻	5,250 ⁻
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	4700	3.50	16,450 ⁻
44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	46	100 ⁻	4,600 ⁻
44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	600	45 ⁻	27,000 ⁻
48300400	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SQ YD	810	130 ⁻	105,300 ⁻
50105220	PIPE CULVERT REMOVAL	FOOT	180	10.60	1,908 ⁻
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	7	1,975 ⁻	13,825 ⁻
542A0217	PIPE CULVERTS, CLASS A, TYPE 1 12"	FOOT	102	135 ⁻	13,770 ⁻
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	32	135 ⁻	4,320 ⁻
60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	2,500 ⁻	2,500 ⁻
60500050	REMOVING CATCH BASINS	EACH	1	375 ⁻	375 ⁻
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	195	47 ⁻	9,165 ⁻
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	30	25 ⁻	750 ⁻
67100100	MOBILIZATION	L SUM	1	62,056 ⁻	62,056 ⁻
72000100	SIGN PANEL - TYPE 1	SQ FT	50	30 ⁻	1,500 ⁻
72900200	METAL POST - TYPE B	FOOT	60	20 ⁻	1,200 ⁻
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	70	8 ⁻	560 ⁻
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	550	4.60	2,530 ⁻
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	40	5.75	230 ⁻
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	75	8 ⁻	600 ⁻
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	30	10.30	309 ⁻
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	2,500 ⁻	2,500 ⁻
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	2,500 ⁻	2,500 ⁻
N/A	ITEMS AS ORDERED BY ENGINEER	EACH	15000	\$1.00	\$15,000.00
Bidder's Total Proposal =					460,000 ⁻

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- [1.] The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;]**
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to **[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]** claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement ("Commencement Date") and will perform the Work diligently and continuously and will complete the Work, by no later than May 16, 2024 ("Completion Date").

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 90 Days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 12 and 16 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion**. Bidder warrants and represents that the only Persons interested in this Bidder's Proposal as principals are those named in the Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other Person.

B. **Not Barred**. Bidder warrants, represents, and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified**. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the Most Favorable Bidders, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance**. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package

PROPOSAL

for the sum of 5% bid bond dollars (\$ _____), which is equal to five (5%) percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each, and every term, condition or provision contained in the Bidding Documents and the Contract, which are by this reference incorporated herein and made a part hereof.

DATED this 12 day of March, 2024.

Attest/Witness

chicagoland Paving
Bidder

By: Jude Haskins

By: WR Bowes

Title: witness

Title: V.P. William R. Bowes

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

ADDENDA TO BID PACKAGE

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:



No Addenda Received

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
BATH AND TENNIS DRIVE IMPROVEMENTS

BIDDER'S SWORN ACKNOWLEDGMENT

William R. Bowes ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Chicago Land Paving Contractors.

Pursuant to a Resolution of the corporation's Board of Directors taken on 1/7/1987, William R. Bowes, who is the V.P. of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Mertz</u>	<u>225 Telser, Lake Zurich IL 60047</u>
Vice President	<u>William R. Bowes</u>	<u>20547 Plumwood, Kildeer IL 60049</u>
Secretary	<u>" "</u>	<u>" "</u>
Treasurer	<u>" "</u>	<u>" "</u>

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
TEL: 847-550-9681 FAX: 847-550-9684
OFFICE@CHICAGOLANDPAVING.COM

CERTIFICATE OF RESOLUTION

I, KEVIN MEARTZ, PRESIDENT OF CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) HEREBY CERTIFIES THAT THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED BY THE SHAREHOLDERS AND DIRECTORS OF THE CORPORATION BY CONSENT OF THE SHAREHOLDERS AND DIRECTORS DATED MAY 26, 1988:

RESOLVED, THAT CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) AUTHORIZES WILLIAM R. BOWES, TO HAVE THE AUTHORITY TO SIGN AND ENTER INTO A CONTRACT ON BEHALF OF CHICAGOLAND PAVING CONTRACTORS, INC.

FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE PRESIDENT AND ANY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION ARE AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE AND DELIVER ON BEHALF OF THE CORPORATION, SUCH DOCUMENTS AND AGREEMENTS AS THEY OR ANY OF THEM DETERMINE TO BE NECESSARY OR ADVISABLE TO EFFECTUATE THE FOREGOING RESOLUTIONS.

EXECUTED IN LAKE ZURICH, IL ON MAY 26, 1988.



BY:

KEVIN MEARTZ, PRESIDENT

ACKNOWLEDGMENT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
Kevin Mertz		50%
William R. Bowes		50%

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable]**

3. Individual

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

ACKNOWLEDGMENT

Pursuant to a power of attorney executed by Bidder on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

ACKNOWLEDGMENT

DATED this 11 day of March, 2024.

Attest/Witness

ChicagoLand Paving
Bidder

By: Don Kelly

By: WR Bauer

Title: witness

Title: v.p.

Subscribed and Sworn to

My

Commission

Expires:

before me this 11 day
of March, 2024.

11/17/26

Julie Heideman
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
BATH AND TENNIS DRIVE IMPROVEMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

William R. Bowes ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK
HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: asphalt paving

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>90</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>95</u> % Other Public	<u>10</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>5</u> % Private		<u>20</u> % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 37 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>as needed</u>			

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>please see attached</u>		
Owner Address			
Reference			
Telephone Number			
Type of Work			

Street Project List

Village of Buffalo Grove

2019 Street & Utility Project
Contract Amount: \$ 2,331,444.50
Kyle Johnson, Village Engineer
847-459-2523
Kjohnson@vbq.org

Village of Villa Park

2018 Ridge Road Water Main & Street Improvement (Richfield/Southland Avenue Storm Sewer & Paving)
Contract: \$649,900.00
Kevin Mantels, Public Works Director
kmantels@villapark.com
630-843-8505

Village of LaGrange

SY 2018/2019 Neighborhood Resurfacing
Contract Amount: \$ 399,900.00
Matt Abbeduto, Baxter & Woodman
mabbeduto@baxterwoodman.com
815-444-3352

City of Northlake

North Ave. Frontage Road Resurfacing
Contract Amount: \$224,900.00
Joe DeFrenza, Engineer
Christopher B. Burke Engineering, Inc.
jdefrenza@cbbel.com
847-823-0550

Village of Barrington

Various Years Road Patching Program
Contract Amount: \$ 174,320.00 - \$ 1,500,000.00
Mr. Jeff Ende
Village of Barrington Engineer
jende@barrington-il.gov
847-304-3400

Bloomington Township Highway Department

Road Maintenance / Resurfacing Program
Contract Amount: \$ 364,900.00
Mr. David Bohac, Morris Engineering
630-271-0770 (ext. 180)
daveBohac@ecivil.com

City of Highland Park

Richfield/Southland Avenue Storm Sewer & Paving
Contract Amount: \$ 657,900.00
Jim Peacher, City Engineer
jpeacher@cityhpil.com
847-926-1155

City of Park City

Belvidere Frontage Road
Contract Amount: \$ 244,900.00
Kenneth Magnus, City Engineer
kenneth.magnus@parkcityil.org
847-623-5030

Village of Oak Park

(Multiple Years) Resurfacing of Various Streets
Contract Amount: \$ 2,339,000.00 (2015)
Mr. Roman Babinski
Village of Oak Park Engineer
708-358-5127
Babinski@oak-park.us

Street Project List

Village of Lake Barrington

Hillview Drive & Hillside Drive Improvements

Contract Amount: \$840,000.00

Karen Daulton Lange

Village Administrator

847-842-6080

Village of Gurnee

Lawrence & Waveland Avenue

Contract Amount: \$1,165,000.00

Nicholas Leach

Village of Gurnee

nleach@village.gurnee.il.us

Village of Barrington

2023 Road Program

Contract Amount: \$20,000.00

Jay Beverly

Village of Barrington

jbeverly@barrington-il.gov

Village of Round Lake Heights

Hot Mix Asphalt (HMA) Program

Contract Amount: \$110,000.00

Patrick Bleck

Bleck Engineering

847-295-5200

Wheeling Township

Forest View Drive Resurfacing & Misc. Road

Contract Amount: \$285,000.00

Mark Toberman

Highway Manager

HighwayManager@wheelingtowship.com

Street Project List

Village of Bellwood

Adams Street & Linden Ave. Resurfacing (CDBG)
Contract Amount: \$150,000.00
Chuck Hodges
Hancock Engineering
708-865-0300

Lake Zurich CUSD 95

New May Whitney Elementary School
Midlothian/Church Off-Site Roadway Improvements
Contract Amount: \$3,550,473.70
Peter Lind
Gewalt Engineering Associates
847-478-9700

Village of Downers Grove

Forest North Parking Lot Improvements
& Burlington Ave.
Contract Amount: \$555,000.00
Nate Hawk
Village of Downers Grove
630-434-5467

Village of Winthrop Harbor

2021 Street Improvements
Contract Amount: \$359,000.00
Stephen Wegner
Baxter Woodman
815-444-3353

Village of Golf

2020 Capital Improvements Project
Contract Amount: \$237,000.00
Brian Wesolowski
Gewalt Engineer Associates
847-478-9700

Village of Indian Head Park

2021 Road Repair
Contract Amount: \$343,999.55
Kevin Vandewoestyne
Thomas Engineering Group
847-815-9500

Village of Forest Park

14th Street Resurfacing (CDBG)
Contract Amount: \$170,000.00
James Amelio
Christopher B. Burke Engineering, Ltd.
847-652-1343

Grant Township Highway Department

2021 Roadway (Cam Aqua & Tanneron)
Contract Amount: \$277,200.00
Carissa Smith / Kim Kiesgen
Gewalt-Hamilton Associates
847-478-9700

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 12 day of March, 2024.

Attest/Witness

ChicagoLand Paving
Bidder

By: _____

[Signature]

By: _____

W.R. Bowen

Title: _____

Witness

Title: _____

V.P. William R. Bowen

Subscribed and Sworn to
before me this 12 day
of March, 2024.

My Commission Expires: _____

Notary Public

[Signature]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
BATH AND TENNIS DRIVE IMPROVEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Chicagoland Paving Contractors Inc 225 Telser Rd, Lake Zurich, IL 60047-1582

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

West Bend Mutual Insurance Company 1900 South 18th Street, West Bend, WI 53095

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, **1200, Oak Brook Road, Oak Brook, Illinois 60523**, as Obligee, hereinafter called Owner, in the full and just sum of Five percent of the total bid amount Dollars (\$ 5%), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated March 12, 2024, to Owner entitled "Contract for the Construction of **Bath and Tennis Drive improvements** Bidder's Proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

BID BOND

Owner shall have no obligation to incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this 12 day of March, 2024.

Attest/Witness:

PRINCIPAL

By: Julie Hansen

By: W. B. [Signature]

Title: witness

Title: v.p.

Attest/Witness:

SURETY

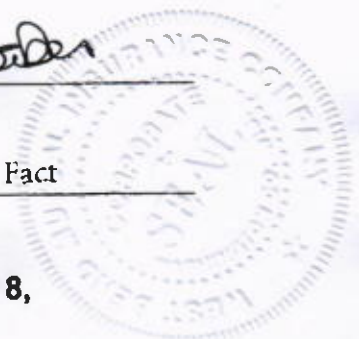
By: Michelle P.

By: Dan Barber

Title: Secretary

Title: Attorney in Fact

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**





THE SILVER LINING®

Bond No. 2568878

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DIANA BAKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 12th day of March 2024



Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Dupage)

On this 12 day of March, 20 24, before me appeared Diana Baker to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



[Signature]
Notary Public

December 7, 20 27

County of Dupage, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 13, 2024

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

Attention: Tim O'Malley, Public Works Director

Subject: Bath and Tennis Drive Improvements

Dear Mr. O'Malley:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the four (4) bids that were opened and read publicly at 10:00 a.m. on Tuesday, March 13, 2024, at the Village Hall (bid tabulation attached). The apparent low bidder was Chicagoland Paving Contractors, Inc. with a total as-read bid amount of \$460,000.00.

CBBEL has reviewed the proposal documents and verified that Chicagoland Paving Contractors Inc. is indeed the lowest responsible bidder. CBBEL recommends award of the Bath and Tennis Drive Improvements to:

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Orion C. Galey', is written over a faint, larger signature.

Orion C. Galey, PE
Vice President

VILLAGE OF OAK BROOK
BATH AND TENNIS DRIVE IMPROVEMENTS

CBBEL PROJECT NO. 230301
BID TAB
DATE: March 13, 2024



BASE BID						ENGINEER'S ESTIMATE		CHICAGOLAND PAVING CONTRACTOR'S INC.		ALAMP CONCRETE CONTRACTORS		SCHROEDER ASPHALT SERVICES, INC.		ORANGE CRUSH, LLC	
		IDOT CODE	ITEM	UNITS	TOTAL QUANTITY	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	\$ 80.00	\$ 1,600.00	\$ 75.00	\$ 1,500.00	\$ 35.00	\$ 700.00	\$ 63.00	\$ 1,260.00	\$ 120.00	\$ 2,400.00
	2	20101000	TEMPORARY FENCE	FOOT	700	\$ 10.00	\$ 7,000.00	\$ 2.50	\$ 1,750.00	\$ 1.00	\$ 700.00	\$ 6.00	\$ 4,200.00	\$ 3.50	\$ 2,450.00
	3	20101200	TREE ROOT PRUNING	EACH	10	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 50.00	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 240.00	\$ 2,400.00
	4	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 75.00	\$ 750.00	\$ 170.00	\$ 1,700.00	\$ 180.00	\$ 1,800.00
	5	20200100	EARTH EXCAVATION	CU YD	250	\$ 50.00	\$ 12,500.00	\$ 50.00	\$ 12,500.00	\$ 46.00	\$ 11,500.00	\$ 55.00	\$ 13,750.00	\$ 28.00	\$ 7,000.00
	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	600	\$ 50.00	\$ 30,000.00	\$ 20.00	\$ 12,000.00	\$ 10.00	\$ 6,000.00	\$ 55.00	\$ 33,000.00	\$ 57.00	\$ 34,200.00
	7	20700220	POROUS GRANULAR EMBANKMENT	CU YD	300	\$ 50.00	\$ 15,000.00	\$ 20.00	\$ 6,000.00	\$ 10.00	\$ 3,000.00	\$ 55.00	\$ 16,500.00	\$ 86.00	\$ 25,800.00
	8	20800150	TRENCH BACKFILL	CU YD	25	\$ 50.00	\$ 1,250.00	\$ 25.00	\$ 625.00	\$ 34.00	\$ 850.00	\$ 25.00	\$ 625.00	\$ 82.00	\$ 2,050.00
	9	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	600	\$ 4.00	\$ 2,400.00	\$ 2.00	\$ 1,200.00	\$ 1.00	\$ 600.00	\$ 3.50	\$ 2,100.00	\$ 2.25	\$ 1,350.00
	10	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1500	\$ 10.00	\$ 15,000.00	\$ 4.00	\$ 6,000.00	\$ 4.75	\$ 7,125.00	\$ 10.00	\$ 15,000.00	\$ 12.00	\$ 18,000.00
	11	21400100	GRADING AND SHAPING DITCHES	FOOT	150	\$ 12.00	\$ 1,800.00	\$ 10.00	\$ 1,500.00	\$ 31.00	\$ 4,650.00	\$ 16.00	\$ 2,400.00	\$ 23.00	\$ 3,450.00
	12	25000310	SEEDING, CLASS 4	ACRE	0.3	\$ 12,000.00	\$ 3,600.00	\$ 10,000.00	\$ 3,000.00	\$ 10,000.00	\$ 3,000.00	\$ 4,500.00	\$ 1,350.00	\$ 18,000.00	\$ 5,400.00
	13	25100630	EROSION CONTROL BLANKET	SQ YD	1500	\$ 4.00	\$ 6,000.00	\$ 1.50	\$ 2,250.00	\$ 4.50	\$ 6,750.00	\$ 1.60	\$ 2,400.00	\$ 3.50	\$ 5,250.00
	14	28000305	TEMPORARY DITCH CHECKS	FOOT	100	\$ 30.00	\$ 3,000.00	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 17.25	\$ 1,725.00	\$ 6.00	\$ 600.00
	15	28000400	PERIMETER EROSION BARRIER	FOOT	500	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00	\$ 1.00	\$ 500.00	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00
	16	28000500	INLET AND PIPE PROTECTION	EACH	3	\$ 200.00	\$ 600.00	\$ 265.00	\$ 795.00	\$ 50.00	\$ 150.00	\$ 260.00	\$ 780.00	\$ 300.00	\$ 900.00
	17	28000510	INLET FILTERS	EACH	1	\$ 200.00	\$ 200.00	\$ 265.00	\$ 265.00	\$ 50.00	\$ 50.00	\$ 260.00	\$ 260.00	\$ 300.00	\$ 300.00
	18	28100105	STONE RIPRAP, CLASS A3	SQ YD	35	\$ 150.00	\$ 5,250.00	\$ 75.00	\$ 2,625.00	\$ 41.00	\$ 1,435.00	\$ 400.00	\$ 14,000.00	\$ 80.00	\$ 2,800.00
	19	28200200	FILTER FABRIC	SQ YD	40	\$ 5.00	\$ 200.00	\$ 2.50	\$ 100.00	\$ 2.00	\$ 80.00	\$ 16.00	\$ 640.00	\$ 25.00	\$ 1,000.00
	20	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	870	\$ 10.00	\$ 8,700.00	\$ 6.00	\$ 5,220.00	\$ 8.00	\$ 6,960.00	\$ 6.00	\$ 5,220.00	\$ 11.00	\$ 9,570.00
	21	35600685	HOT-MIX ASPHALT BASE COURSE WIDENING, 5 1/2"	SQ YD	35	\$ 80.00	\$ 2,800.00	\$ 100.00	\$ 3,500.00	\$ 50.00	\$ 1,750.00	\$ 75.00	\$ 2,625.00	\$ 55.00	\$ 1,925.00
	22	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	6	\$ 50.00	\$ 300.00	\$ 25.00	\$ 150.00	\$ 15.00	\$ 90.00	\$ 50.00	\$ 300.00	\$ 78.00	\$ 468.00
	23	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	4200	\$ 1.00	\$ 4,200.00	\$ 0.01	\$ 42.00	\$ 0.01	\$ 42.00	\$ 0.01	\$ 42.00	\$ 0.10	\$ 420.00
	24	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	460	\$ 100.00	\$ 46,000.00	\$ 100.00	\$ 46,000.00	\$ 94.00	\$ 43,240.00	\$ 100.00	\$ 46,000.00	\$ 90.00	\$ 41,400.00
	25	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	400	\$ 105.00	\$ 42,000.00	\$ 115.00	\$ 46,000.00	\$ 103.00	\$ 41,200.00	\$ 110.00	\$ 44,000.00	\$ 100.00	\$ 40,000.00
	26	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	520	\$ 15.00	\$ 7,800.00	\$ 10.00	\$ 5,200.00	\$ 10.25	\$ 5,330.00	\$ 10.00	\$ 5,200.00	\$ 12.00	\$ 6,240.00
	27	42400800	DETECTABLE WARNINGS	SQ FT	40	\$ 60.00	\$ 2,400.00	\$ 52.00	\$ 2,080.00	\$ 25.00	\$ 1,000.00	\$ 30.00	\$ 1,200.00	\$ 33.00	\$ 1,320.00
	28	44000100	PAVEMENT REMOVAL	SQ YD	350	\$ 15.00	\$ 5,250.00	\$ 15.00	\$ 5,250.00	\$ 18.00	\$ 6,300.00	\$ 13.00	\$ 4,550.00	\$ 19.00	\$ 6,650.00
	29	44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	4700	\$ 10.00	\$ 47,000.00	\$ 3.50	\$ 16,450.00	\$ 2.30	\$ 10,810.00	\$ 3.75	\$ 17,625.00	\$ 4.00	\$ 18,800.00
	30	44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	46	\$ 70.00	\$ 3,220.00	\$ 100.00	\$ 4,600.00	\$ 89.00	\$ 4,094.00	\$ 85.00	\$ 3,910.00	\$ 100.00	\$ 4,600.00
	31	44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	600	\$ 60.00	\$ 36,000.00	\$ 45.00	\$ 27,000.00	\$ 62.00	\$ 37,200.00	\$ 80.00	\$ 48,000.00	\$ 80.00	\$ 48,000.00
	32	48300400	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SQ YD	810	\$ 150.00	\$ 121,500.00	\$ 130.00	\$ 105,300.00	\$ 104.00	\$ 84,240.00	\$ 107.00	\$ 86,670.00	\$ 90.00	\$ 72,900.00
	33	50105220	PIPE CULVERT REMOVAL	FOOT	180	\$ 15.00	\$ 2,700.00	\$ 10.60	\$ 1,908.00	\$ 1.00	\$ 180.00	\$ 10.50	\$ 1,890.00	\$ 64.00	\$ 11,520.00
	34	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	7	\$ 1,000.00	\$ 7,000.00	\$ 1,975.00	\$ 13,825.00	\$ 2,575.00	\$ 18,025.00	\$ 2,300.00	\$ 16,100.00	\$ 1,750.00	\$ 12,250.00
	35	542A0217	PIPE CULVERTS, CLASS A, TYPE 1 12"	FOOT	102	\$ 95.00	\$ 9,690.00	\$ 135.00	\$ 13,770.00	\$ 154.00	\$ 15,708.00	\$ 145.00	\$ 14,790.00	\$ 125.00	\$ 12,750.00
	36	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	32	\$ 95.00	\$ 3,040.00	\$ 135.00	\$ 4,320.00	\$ 123.00	\$ 3,936.00	\$ 145.00	\$ 4,640.00	\$ 125.00	\$ 4,000.00

VILLAGE OF OAK BROOK
BATH AND TENNIS DRIVE IMPROVEMENTS

CBBEL PROJECT NO. 230301
BID TAB
DATE: March 13, 2024



BASE BID						ENGINEER'S ESTIMATE		CHICAGOLAND PAVING CONTRACTOR'S INC.		ALAMP CONCRETE CONTRACTORS		SCHROEDER ASPHALT SERVICES, INC.		ORANGE CRUSH, LLC	
		IDOT CODE	ITEM	UNITS	TOTAL QUANTITY	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
	37	60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 2,725.00	\$ 2,725.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
	38	60500050	REMOVING CATCH BASINS	EACH	1	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 600.00	\$ 600.00	\$ 375.00	\$ 375.00	\$ 1,150.00	\$ 1,150.00
	39	60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	195	\$ 100.00	\$ 19,500.00	\$ 47.00	\$ 9,165.00	\$ 49.00	\$ 9,555.00	\$ 38.00	\$ 7,410.00	\$ 50.00	\$ 9,750.00
	40	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	30	\$ 100.00	\$ 3,000.00	\$ 25.00	\$ 750.00	\$ 80.00	\$ 2,400.00	\$ 150.00	\$ 4,500.00	\$ 56.00	\$ 1,680.00
	41	67100100	MOBILIZATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 62,056.00	\$ 62,056.00	\$ 28,700.00	\$ 28,700.00	\$ 5,000.00	\$ 5,000.00	\$ 22,900.00	\$ 22,900.00
	42	72000100	SIGN PANEL - TYPE 1	SQ FT	50	\$ 50.00	\$ 2,500.00	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 18.25	\$ 912.50	\$ 48.00	\$ 2,400.00
	43	72900200	METAL POST - TYPE B	FOOT	60	\$ 10.00	\$ 600.00	\$ 20.00	\$ 1,200.00	\$ 25.00	\$ 1,500.00	\$ 16.25	\$ 975.00	\$ 30.00	\$ 1,800.00
	44	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	70	\$ 10.00	\$ 700.00	\$ 8.00	\$ 560.00	\$ 7.50	\$ 525.00	\$ 9.65	\$ 675.50	\$ 11.00	\$ 770.00
	45	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	550	\$ 3.00	\$ 1,650.00	\$ 4.60	\$ 2,530.00	\$ 4.50	\$ 2,475.00	\$ 6.50	\$ 3,575.00	\$ 1.50	\$ 825.00
	46	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	40	\$ 6.00	\$ 240.00	\$ 5.75	\$ 230.00	\$ 5.50	\$ 220.00	\$ 7.75	\$ 310.00	\$ 2.25	\$ 90.00
	47	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	75	\$ 12.00	\$ 900.00	\$ 8.00	\$ 600.00	\$ 7.50	\$ 562.50	\$ 9.15	\$ 686.25	\$ 4.00	\$ 300.00
	48	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	30	\$ 20.00	\$ 600.00	\$ 10.30	\$ 309.00	\$ 10.00	\$ 300.00	\$ 10.50	\$ 315.00	\$ 9.00	\$ 270.00
*	49	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 71,450.00	\$ 71,450.00	\$ 8,000.00	\$ 8,000.00	\$ 5,250.00	\$ 5,250.00
*	50	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00	\$ 13,500.00	\$ 13,500.00	\$ 6,000.00	\$ 6,000.00
*	51	N/A	ITEMS AS ORDERED BY ENGINEER	EACH	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
						TOTAL	\$ 556,990.00		\$ 460,000.00		\$ 478,957.50		\$ 482,186.25		\$ 483,648.00



ITEM 8.A.4.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Award of Contract: Merry Lane Water Main Construction Improvements.

FROM: Tim O'Malley, Interim Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$760,000 was budgeted in account 451-91000.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2202 awarding a contract to the lowest responsible bidder with the lowest responsive bid, Cerniglia, Co, Melrose Park, IL, for the Merry Lane Water Main Construction Improvements project , based on the unit prices in the attached bid tabulation, for an estimated total project cost of \$701,104.56, pending attorney review and approval.

Background/History:

A solicitation for bids for the Merry Lane Water Main Construction Improvements Project was posted on the Village website and sent to fourteen (14) companies on Thursday, February 29, 2024. Seven (7) sealed bids were received and publicly opened on Thursday, March 14, 2024, at 10:00 a.m. Christopher B. Burke Engineering, Ltd., (our consultant engineer), recommends that we award the contract to Cerniglia Co, Inc., the lowest responsible bidder who submitted the lowest responsive bid (see attached letter). The engineer's estimate for this project is \$813,370.00. Staff has received and reviewed references and is satisfied with the contractor's qualifications.

The project consists of installing infrastructure for the Village's water system by constructing a water main along Merry Lane between Forest Trail and the cul-de-sac.

Work includes, but is not limited:

- Horizontal directional drilled water main (8")
- Water service connections
- Tapping valves, vaults, frames, lids, and appurtenances
- Testing and chlorination of new water main
- Abandon existing water main

- Storm sewer & structure replacement
- Turf, pavement, curb & gutter, etc. replacement
- Other work as described within the plans and specifications

Staff anticipates work to begin on or before April 8, 2024, and to be substantially completed by May 24, 2024.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2202 awarding a contract to the lowest responsible bidder with the lowest responsive bid, to Cerniglia, Co, Melrose Park, IL, for the Merry Lane Water Main Construction Improvements project , based on the unit prices in the attached bid tabulation, for an estimated total project price of \$701,104.56,pending attorney review and approval.

Attachments:

1. 2024-PW-CNTRCT-WTRMAIN-R-2202
2. Merry Lane WM Improvements_Award Recommendation Letter_03152024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-CNTRCT-WTRMAIN-R-2202

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER FOR THE MERRY LANE WATER MAIN
CONSTRUCTION IMPROVEMENTS PROJECT, CERNIGLIA,
CO.

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 26th day of March 2024

RESOLUTION NO. 2024-PW-CNTRCT-WTRMAIN-R-2202

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER
FOR THE MERRY LANE WATER MAIN CONSTRUCTION IMPROVEMENTS PROJECT,
CERNIGLIA, CO.

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the scope of the Merry Lane Water Main Construction Improvements Project (the "Project") consists of, but is not limited to, the installation of infrastructure to the Village's Water System by constructing a water main along Merry Lane between Forest Trail and the Cul-de-sac;

WHEREAS, a solicitation for bids for the Project was posted on the Village website and sent to fourteen (14) companies on Thursday, February 29, 2024;

WHEREAS, of the seven sealed bids that were received and publicly opened on Thursday, March 14, 2024, Christopher B. Burke Engineering, Ltd., the Village's consultant engineer, recommends that the Corporate Authorities award the contract to Cerniglia Co., the lowest responsible bidder for the Project;

WHEREAS, Staff agrees with the recommendation and further requests the Corporate Authorities to award the contract for the Project to Cerniglia Co., the lowest responsible bidder, who submitted a bid in the amount of \$701,104.56, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Cerniglia Co., the lowest responsible bidder in the amount of \$701,104.56, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 26th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 26th day of March 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 15, 2024

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

Attention: Tim O'Malley, Public Works Director

Subject: Merry Lane Water Main Improvements

Dear Mr. O'Malley:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the seven (7) bids that were opened and read publicly at 10:00 a.m. on Thursday, March 14, 2024, at the Village Hall (bid tabulation attached). The apparent low bidder was Cerniglia Company, Inc. with a total as-read bid amount of \$701,104.56.

CBBEL has reviewed the proposal documents and verified that Cerniglia Company, Inc. is indeed the lowest responsible bidder. CBBEL recommends award of the Merry Lane Water Main Improvements to:

Cerniglia Co.
3421 Lake St.
Melrose Park IL 60160

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

Sincerely,

A blue ink signature of Orion C. Galey, written in a cursive style.

Orion C. Galey, PE
Vice President

VILLAGE OF OAK BROOK
MERRY LANE WATER MAIN IMPROVEMENTS

CBBEL PROJECT NO. 230268
BID TAB
DATE: March 16, 2024



BASE BID					ENGINEER'S ESTIMATE		CERNIGLIA COMPANY, INC.		MAURO SEWER CONSTRUCTION, INC.		HOLIDAY SEWER & WATER CONSTRUCTION, INC.	
ITEM NO	IDOT CODE	ITEM	UNITS	TOTAL QUANTITY	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
1	20800150	TRENCH BACKFILL	CU YD	1800	\$ 35.00	\$ 63,000.00	\$ 35.00	\$ 63,000.00	\$ 38.00	\$ 68,400.00	\$ 0.01	\$ 18.00
2	21301072	EXPLORATION TRENCH 72" DEPTH	FOOT	50	\$ 80.00	\$ 4,000.00	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 10.00	\$ 500.00
3	*25200110	SODDING, SPECIAL	SQ YD	300	\$ 18.00	\$ 5,400.00	\$ 30.00	\$ 9,000.00	\$ 38.00	\$ 11,400.00	\$ 30.00	\$ 9,000.00
4	*25200200	SUPPLEMENTAL WATERING	UNIT	4	\$ 150.00	\$ 600.00	\$ 1.00	\$ 4.00	\$ 225.00	\$ 900.00	\$ 1.00	\$ 4.00
5	*28000510	INLET FILTERS	EACH	10	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 25.00	\$ 250.00
6	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	300	\$ 35.00	\$ 10,500.00	\$ 5.00	\$ 1,500.00	\$ 30.00	\$ 9,000.00	\$ 0.01	\$ 3.00
7	*44201713	CLASS D PATCH, SPECIAL	SQ YD	1340	\$ 80.00	\$ 107,200.00	\$ 60.00	\$ 80,400.00	\$ 60.00	\$ 80,400.00	\$ 45.00	\$ 60,300.00
8	*55100300	STORM SEWER REMOVAL	FOOT	154	\$ 10.00	\$ 1,540.00	\$ 5.00	\$ 770.00	\$ 18.00	\$ 2,772.00	\$ 1.00	\$ 154.00
9	*56100600	WATER MAIN 6"	FOOT	92	\$ 90.00	\$ 8,280.00	\$ 60.00	\$ 5,520.00	\$ 85.00	\$ 7,820.00	\$ 150.00	\$ 13,800.00
10	*56100700	WATER MAIN 8"	FOOT	1752	\$ 100.00	\$ 175,200.00	\$ 56.00	\$ 98,112.00	\$ 100.00	\$ 175,200.00	\$ 175.00	\$ 306,600.00
11	*56105000	WATER VALVES 8"	EACH	3	\$ 3,000.00	\$ 9,000.00	\$ 5,000.00	\$ 15,000.00	\$ 3,100.00	\$ 9,300.00	\$ 3,500.00	\$ 10,500.00
12	*56400500	FIRE HYDRANTS TO BE REMOVED	EACH	4	\$ 800.00	\$ 3,200.00	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00	\$ 100.00	\$ 400.00
13	*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 9,500.00	\$ 57,000.00	\$ 15,000.00	\$ 90,000.00	\$ 10,000.00	\$ 60,000.00	\$ 8,500.00	\$ 51,000.00
14	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
15	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,650.00	\$ 1,650.00	\$ 2,500.00	\$ 2,500.00
16	*60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,650.00	\$ 2,650.00	\$ 2,000.00	\$ 2,000.00
17	*60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	2	\$ 4,750.00	\$ 9,500.00	\$ 5,000.00	\$ 10,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,500.00	\$ 5,000.00
18	*60604300	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	220	\$ 50.00	\$ 11,000.00	\$ 40.00	\$ 8,800.00	\$ 115.00	\$ 25,300.00	\$ 60.00	\$ 13,200.00
19	*X6026622	VALVE VAULTS TO BE REMOVED	EACH	3	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 6,000.00	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00
20	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,500.00	\$ 19,500.00	\$ 2,500.00	\$ 2,500.00
21	*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,421.10	\$ 7,421.10
22	*Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
23	*Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	2	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00	\$ 500.00	\$ 1,000.00
24	*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
25	*NA	CLEARING	SQ FT	1000	\$ 10.00	\$ 10,000.00	\$ 1.00	\$ 1,000.00	\$ 5.00	\$ 5,000.00	\$ 2.00	\$ 2,000.00
26	*NA	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50	\$ 120.00	\$ 6,000.00	\$ 60.00	\$ 3,000.00	\$ 130.00	\$ 6,500.00	\$ 170.00	\$ 8,500.00
27	*NA	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20	\$ 150.00	\$ 3,000.00	\$ 150.00	\$ 3,000.00	\$ 85.00	\$ 1,700.00	\$ 150.00	\$ 3,000.00
28	*NA	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 80.00	\$ 4,000.00	\$ 100.00	\$ 5,000.00
29	*NA	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH, SPECIAL	SQ FT	100	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00
30	*NA	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE	FOOT	154	\$ 150.00	\$ 23,100.00	\$ 50.64	\$ 7,798.56	\$ 125.00	\$ 19,250.00	\$ 85.00	\$ 13,090.00
31	*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 100.00	\$ 100.00
32	*NA	MECHANICALLY PLUG AND BLOCK WATER MAIN	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00
33	*NA	SHUT DOWN CONNECTION TO EXISTING WATER MAIN	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 12,500.00	\$ 25,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00
34	*NA	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1.5 INCH - SHORT SIDE	EACH	15	\$ 3,000.00	\$ 45,000.00	\$ 4,000.00	\$ 60,000.00	\$ 3,300.00	\$ 49,500.00	\$ 4,500.00	\$ 67,500.00
35	*NA	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1.5 INCH - LONG SIDE	EACH	15	\$ 3,500.00	\$ 52,500.00	\$ 6,500.00	\$ 97,500.00	\$ 4,300.00	\$ 64,500.00	\$ 5,000.00	\$ 75,000.00
36	*NA	PVC WATER MAIN, 8" (DIRECTIONAL BORE)	FOOT	337	\$ 350.00	\$ 117,950.00	\$ 100.00	\$ 33,700.00	\$ 155.00	\$ 52,235.00	\$ 180.00	\$ 60,660.00
37	*NA	WATERMAIN QUALITY SANITARY SEWER, REPAIR, 6"	EACH	10	\$ 1,500.00	\$ 15,000.00	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	\$ 250.00	\$ 2,500.00
38	*NA	ITEMS AS ORDERED BY THE ENGINEER	L. SUM	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
					TOTAL	\$ 818,370.00		\$ 701,104.56		\$ 748,777.00		\$ 762,500.10

BASE BID					J. CONGDON SEWER SERVICE, INC.		ACQUA CONTRACTORS CORP.		BOLDER CONTRACTORS, INC.		ALAMP CONCRETE CONTRACTORS	
ITEM NO	IDOT CODE	ITEM	UNITS	TOTAL QUANTITY	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE	UNIT PRICE	ITEM PRICE
1	20800150	TRENCH BACKFILL	CU YD	1800	\$ 0.01	\$ 18.00	\$ 25.00	\$ 45,000.00	\$ 1.00	\$ 1,800.00	\$ 1.00	\$ 1,800.00
2	21301072	EXPLORATION TRENCH 72" DEPTH	FOOT	50	\$ 30.00	\$ 1,500.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 1.00	\$ 50.00
3	*25200110	SODDING, SPECIAL	SQ YD	300	\$ 30.00	\$ 9,000.00	\$ 43.00	\$ 12,900.00	\$ 40.00	\$ 12,000.00	\$ 20.00	\$ 6,000.00
4	*25200200	SUPPLEMENTAL WATERING	UNIT	4	\$ 1.00	\$ 4.00	\$ 0.01	\$ 0.04	\$ 100.00	\$ 400.00	\$ 10.00	\$ 40.00
5	*28000510	INLET FILTERS	EACH	10	\$ 50.00	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 215.00	\$ 2,150.00	\$ 15.00	\$ 150.00
6	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	300	\$ 13.00	\$ 3,900.00	\$ 5.00	\$ 1,500.00	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00
7	*44201713	CLASS D PATCH, SPECIAL	SQ YD	1340	\$ 53.50	\$ 71,690.00	\$ 50.00	\$ 67,000.00	\$ 36.00	\$ 48,240.00	\$ 40.00	\$ 53,600.00
8	*55100300	STORM SEWER REMOVAL	FOOT	154	\$ 0.01	\$ 1.54	\$ 10.00	\$ 1,540.00	\$ 1.00	\$ 154.00	\$ 1.00	\$ 154.00
9	*56100600	WATER MAIN 6"	FOOT	92	\$ 135.00	\$ 12,420.00	\$ 140.00	\$ 12,880.00	\$ 160.00	\$ 14,720.00	\$ 156.00	\$ 14,352.00
10	*56100700	WATER MAIN 8"	FOOT	1752	\$ 150.00	\$ 262,800.00	\$ 150.00	\$ 262,800.00	\$ 190.00	\$ 332,880.00	\$ 139.00	\$ 243,528.00
11	*56105000	WATER VALVES 8"	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 2,700.00	\$ 8,100.00	\$ 3,500.00	\$ 10,500.00	\$ 2,575.00	\$ 7,725.00
12	*56400500	FIRE HYDRANTS TO BE REMOVED	EACH	4	\$ 450.00	\$ 1,800.00	\$ 250.00	\$ 1,000.00	\$ 1,500.00	\$ 6,000.00	\$ 575.00	\$ 2,300.00
13	*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 8,000.00	\$ 48,000.00	\$ 8,000.00	\$ 48,000.00	\$ 14,000.00	\$ 84,000.00	\$ 10,500.00	\$ 63,000.00
14	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00
15	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,825.00	\$ 2,825.00
16	*60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 3,400.00	\$ 3,400.00	\$ 6,000.00	\$ 6,000.00	\$ 4,700.00	\$ 4,700.00
17	*60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 4,550.00	\$ 9,100.00	\$ 7,000.00	\$ 14,000.00	\$ 6,050.00	\$ 12,100.00
18	*60604300	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	220	\$ 100.00	\$ 22,000.00	\$ 115.00	\$ 25,300.00	\$ 55.00	\$ 12,100.00	\$ 55.00	\$ 12,100.00
19	*X6026622	VALVE VAULTS TO BE REMOVED	EACH	3	\$ 300.00	\$ 900.00	\$ 250.00	\$ 750.00	\$ 1,500.00	\$ 4,500.00	\$ 525.00	\$ 1,575.00
20	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L. SUM	1	\$ 103,000.00	\$ 103,000.00	\$ 22,484.96	\$ 22,484.96	\$ 78,000.00	\$ 78,000.00	\$ 152,900.00	\$ 152,900.00
21	*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 11,000.00	\$ 11,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,400.00	\$ 5,400.00
22	*Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	\$ 1,100.00	\$ 1,100.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,150.00	\$ 2,150.00
23	*Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	2	\$ 890.00	\$ 1,780.00	\$ 1,200.00	\$ 2,400.00	\$ 900.00	\$ 1,800.00	\$ 1,150.00	\$ 2,300.00
24	*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00
25	*NA	CLEARING	SQ FT	1000	\$ 3.00	\$ 3,000.00	\$ 1.00	\$ 1,000.00	\$ 3.00	\$ 3,000.00	\$ 1.00	\$ 1,000.00
26	*NA	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50	\$ 108.00	\$ 5,400.00	\$ 135.00	\$ 6,750.00	\$ 150.00	\$ 7,500.00	\$ 150.00	\$ 7,500.00
27	*NA	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	20	\$ 100.00	\$ 2,000.00	\$ 233.00	\$ 4,660.00	\$ 250.00	\$ 5,000.00	\$ 92.00	\$ 1,840.00
28	*NA	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50	\$ 42.00	\$ 2,100.00	\$ 76.00	\$ 3,800.00	\$ 70.00	\$ 3,500.00	\$ 95.00	\$ 4,750.00
29	*NA	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH, SPECIAL	SQ FT	100	\$ 30.00	\$ 3,000.00	\$ 39.00	\$ 3,900.00	\$ 15.00	\$ 1,500.00	\$ 26.50	\$ 2,650.00
30	*NA	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE	FOOT	154	\$ 85.00	\$ 13,090.00	\$ 160.00	\$ 24,640.00	\$ 120.00	\$ 18,480.00	\$ 147.00	\$ 22,638.00
31	*NA	AS-BUILT DRAWINGS	L. SUM	1	\$ 2,200.00	\$ 2,200.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 4,600.00	\$ 4,600.00
32	*NA	MECHANICALLY PLUG AND BLOCK WATER MAIN	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 1,375.00	\$ 2,750.00
33	*NA	SHUT DOWN CONNECTION TO EXISTING WATER MAIN	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 6,000.00	\$ 12,000.00	\$ 3,400.00	\$ 6,800.00
34	*NA	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1.5 INCH - SHORT SIDE	EACH	15	\$ 3,200.00	\$ 48,000.00	\$ 3,600.00	\$ 54,000.00	\$ 2,000.00	\$ 30,000.00	\$ 4,800.00	\$ 72,000.00
35	*NA	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, 1.5 INCH - LONG SIDE	EACH	15	\$ 3,800.00	\$ 57,000.00	\$ 5,200.00	\$ 78,000.00	\$ 3,000.00	\$ 45,000.00	\$ 5,975.00	\$ 89,625.00
36	*NA	PVC WATER MAIN, 8" (DIRECTIONAL BORE)	FOOT	337	\$ 175.00	\$ 58,975.00	\$ 185.00	\$ 62,345.00	\$ 190.00	\$ 64,030.00	\$ 182.00	\$ 61,334.00
37	*NA	WATERMAIN QUALITY SANITARY SEWER, REPAIR, 6"	EACH	10	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 400.00	\$ 4,000.00	\$ 1,125.00	\$ 11,250.00
38	*NA	ITEMS AS ORDERED BY THE ENGINEER	L. SUM	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
						\$ 796,878.54	\$ 830,000.00		\$ 860,954.00		\$ 898,086.00	



OAK BROOK
Illinois

ITEM 8.A.5.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Bath & Tennis Pool Deck Repair and Resurfacing Project

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: \$69,000.00 was budgeted for Swim Operations, Structural Improvements (812 – 90400)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2203, awarding a contract to the lowest responsible bidder with the lowest responsive bid, Sundeck of Illinois Inc, Rolling Meadows, Illinois, in the amount of \$69,000.00 for the Bath & Tennis Pool Deck Repair & Resurfacing Project.

Background/History:

Two (2) Bid Packages were received and opened on Wednesday, March 13, 2024. The notice for bid requests was posted on the Village website on February 28, 2024. Bid packages were sent out to four (4) vendors. The below table indicates the bids received:

Company Name	Bid Amount
Sundeck of Illinois	\$69,000
Superb Steel & Construction	\$154,5000

The current condition of the pool deck poses safety concerns since it has lost its grip due to normal wear and tear over time, resulting in a few minor incidents last season. The pool deck was last resurfaced in 2000. This project consists of repairing and resurfacing the Bath & Tennis pool deck. Work is expected to begin soon after execution of the contract and will be completed by May 6, 2024.

Staff has previously worked with Sundeck of Illinois and was satisfied with their timing and quality of work.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2203 awarding a contract to the lowest responsible bidder with the lowest responsive bid, Sundeck of Illinois Inc., Rolling Meadows, Illinois, in the amount of \$69,000.00 for the Bath & Tennis Pool Deck Repair & Resurfacing Project.

Attachments:

1. Res No R 2203 AS
2. B&T Pool Deck Repair Resurface

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER R-2203

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER FOR THE BATH & TENNIS POOL
DECK REPAIR & RESURFACING PROJECT, SUNDECK OF
ILLINOIS INC

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 26th day of March 2024

RESOLUTION NO. R-2203

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER
FOR THE BATH & TENNIS POOL DECK REPAIR & RESURFACING PROJECT, SUNDECK
OF ILLINOIS INC

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the scope of the Bath & Tennis Pool Deck Repair & Resurfacing Project (the "Project") consists of, but is not limited to, the repairing and resurfacing of the Bath & Tennis pool deck;

WHEREAS, a solicitation for bids for the Project was posted on the Village website and sent to four (4) companies on Wednesday, February 28, 2024;

WHEREAS, of the two sealed bids that were received and publicly opened on Wednesday, March 13, 2024, Staff recommends the Corporate Authorities to award the contract for the Project to Sundeck of Illinois Inc, the lowest responsible bidder, who submitted a bid in the amount of \$69,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Sundeck of Illinois Inc, the lowest responsible bidder in the amount of \$69,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with

such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 26th day of March 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 26th day of March 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svs

Department:

Sports Core

Program/Account Number:

812-90400

Awarded Contract Price:

\$69,000.00

Budgeted Amount:

\$69,000.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Bath & Tennis Pool Deck Repair
and Resurfacing Project

DEPARTMENT DIRECTOR SIGNATURE

Name: *Alan [Signature]*

Date: 3/18/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name: *Mr. [Signature]*

Date: 3/20/24

APPROVED BY VILLAGE MANAGER

Name: *[Signature]*

Date: 3/20/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name: *Mr. [Signature]*

Date: 3/20/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials: _____



Village of Oak Brook Bath & Tennis Pool Deck Repair & Resurfacing Project Bid Package February 2024

Table of Contents

Section

- A. Notice to Bidders
- B. Bid
- C. Instructions to Bidders
- D. Specifications
- E. Special Conditions
- F. Statement of Bidder's Qualifications
- G. References
- H. Bid Certification
- I. Contract
- J. Payment and Performance Bonds

Section A Notice to Bidders

Posted on the Village Website February 28, 2024

The Village of Oak Brook will receive bids for:

Bath & Tennis Pool Deck Repair & Resurfacing Project

A Pre-Bid meeting and site visit will be held at 10:00 a.m. on Wednesday, March 6, 2024, at Oak Brook Bath & Tennis Clubhouse, 800 Oak Brook Road, Oak Brook, IL, 60523. **Attendance at this meeting is mandatory.** The purpose of the meeting is to give all prospective bidders the opportunity to inspect the pool deck condition. The building will not be open for interior inspection. Any questions or concerns at this time shall be submitted to the Village of Oak Brook in written form for a response to be distributed to all represented entities.

Sealed bids will be received by Rania Serences, Purchasing & Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 until **11:00 A.M., Wednesday, March 13, 2024**, prevailing time, and publicly opened in the Samuel E. Dean Board Room at that time.

A complete bid package, of which this notice is a part, is on file for inspection and may be downloaded from the Village's website www.oak-brook.org, or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday. There is no charge for the package.

No bid shall be withdrawn after opening of bids without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

Netasha Scarpiniti
Village Clerk

Section B Bid

Bath & Tennis Pool Deck Repair & Resurfacing Project

1. COST OF WORK:

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms, and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment, and all other expense items to completely perform the work covered by the specifications in this Bid Package.

The undersigned submits herewith his bid for the indicated item as follows:

**COMPLETE THE BATH & TENNIS POOL DECK REPAIR & RESURFACING PROJECT
AS CONTAINED IN SECTION D**

LUMP SUM TOTAL \$ 69,000.00

IN WORDS: Sixty-Nine Thousand and 00/100.

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it.

Note: Please see Section D for Specifications

2. COSTS:

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of ninety (90) days after the bid's due date.

3. **TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for this work he will completely perform said contract in strict accordance with its terms and conditions by **May 6, 2024**, unless additional time shall be granted by the Village in accordance with the provisions of the specifications. Should the contractor fail to complete the work by said date or within such extended time as may have been allowed, the contractor shall be liable to the Village for the amount set forth in the specifications.

4. **INSTRUCTIONS TO BIDDERS:**

The undersigned vendor/contractor shall comply with all Sections of this Bid Package which are incorporated herein by reference.

5. **BID GUARANTEE:**

N/A

Firm Name: Sunderk of Illinois Inc
Address: 3810 Industrial Ave
City, State, ZIP: Rolling Meadows IL 60008
Signature: [Handwritten Signature]
Name Printed: John J Olson
Title: President
Telephone: 847-392-3939 Date: 3-7-24

If a Corporation:

ATTEST:

Chris Mayer
Secretary



Proposal & Contract

SUNDEK OF ILLINOIS

3810 Industrial Ave
Rolling Meadows, IL 60008
P: (847) 392-3939 F: (847) 392-8844
E-Mail: admin@sundekofillinois.com

REP	JOB #
ADRIAN	2023-2758

DATE:	10/17/2023
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CUSTOMER: Village of Oak Brook	HM PH:	WK PH: (630) 368-5278
CONTACT: John Temes	CELL PH:	FAX:
ADDRESS: 3003 Jorie Blvd	E-MAIL: jtemes@oak-brook.org	
CITY: Oak Brook	ST: IL	ZIP: 60523
	JOB ADDR:	

DESCRIPTION OF WORK

JOB: Oak Brook Bath & Tennis Club, 800 Oak Brook Road, Oak Brook IL 60523

We will provide extensive preparation to an older pool deck that has Sundek Classic Texture on it for 24 years, in need of repair and resurfacing, including:

- Grind out, clean and repair all cracks with either urethane caulk or an epoxy weld system.
- Scarify and remove needed layers of existing paint coatings from the pool deck.
- Remove needed old caulk and install new Vulkem Deck-O-Seal self-leveling caulk.
- Acid wash and pressure wash the concrete to assure a good bond.
- Mask and protect the landscaping and all personal property during our installation.
- Base coat to fill in imperfections and provide a bond coat.
- Then install the Sundek Classic Texture Effect surface.

***We will not touch coping on any of the pools.**

***Two concrete slabs next to restricted access areas on West side need to be removed and re-poured by another contractor.**

In order to get on our schedule, please send in signed proposal and deposit.

COLORS: Mission	SURFACE: Classic Texture	APPROX START DATE: Spring 2024
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We Propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of: \$ **69,000.00**

Payment Schedule:	A down payment is required to be added to the schedule.....	\$ 34,500.00
	Upon completion of prep work or concrete framing work.....	\$ 17,250.00
	Final payment is due upon completion of all proposed work.....	\$ 17,250.00

Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.

Contractor has the right to stop work and to keep the job idle if payments are not made when due.

Sundek cannot be responsible for any damage done to any underground utilities such as electric or plumbing when it is not identified in advance or visible and when it does not meet normal codes in terms of the depth of their installation.

Owner 1 Initials:
Owner 2 Initials:

MAINTENANCE AND CARE INSTRUCTIONS

These instructions have been designed to protect your new Sundeck coating from possible damage and ensure its continued beauty.

HOW SOON CAN IT BE USED?

- A) You may walk on your *NEW* surface 48 hours (2 days) *AFTER* completion.
- B) Furniture*, pots*, etc. may be placed on your *NEW* surface 120 hours (5 days) *AFTER* completion.
***Note:** Furniture must be fitted with plastic protectors to avoid scrapes and burns to your *NEW* surface. Permanent fixtures, such as pots, should have breathing room underneath, when possible.
- C) Your *NEW* surface being utilized for vehicle traffic may driven on 7 full days *AFTER* completion.
- D) All *SUNONE* Polyaspartic applications require only 24 hours (1 day) *AFTER* completion for foot traffic and 48 hours (2 days) *AFTER* completion for vehicle traffic.

CLEANING

Sundeck coatings should be washed down with clear water as necessary using a "water broom" or hose with a pressure nozzle. A medium bristle brush to loosen dirt and debris should be used as necessary. If pressure washing your *NEW* surface is more desirable, please call us for a free quote! However, please allow 60 days for the complete curing process to complete first.

STAIN REMOVAL

Areas with stains should be brushed (medium bristle) with a mild solution of water and detergent (Tide, Janitor in a Drum, ABC Chemical Qwik Heavy Duty Cleaner) and rinsed with clear water. Wink and Naval Jelly work best on rust stains.

DO NOT USE, OR ALLOW ON SURFACE COATINGS

- 1. Wire brushes
- 2. Power buffing machines
- 3. Undiluted Muriatic Acid
- 4. Cleaning compounds other than stated above
- 5. Undiluted chlorine
- 6. Pressure washers greater than 3000 psi

PROBLEMS

In the event an issue occurs with your Sundeck coating, please contact us before any remedial action is undertaken.

SUNDEK WARRANTY

(Except as stated hereinafter in the "Conditions of Contract")

- 1. Contractor warranties all work to be free of defects in material and workmanship (bond failure, chipping, or peeling) for a period of two years when subject to normal use and care and shall, upon written notice within that period, remedy any breach without charge, provided Owner has complied in full with terms and payment in full of this contract.
- 2. Due to the inherent movement in concrete, soil, and wooden structures and possible lack of structural integrity of these substrate, no warranty, either expressed or implied, is granted concerning cracks in any Sundeck product, or any concrete poured by Sundeck, or in or along any joints worked on by Sundeck.
- 3. Defects or failures caused by obvious mistreatment, neglect, or improper maintenance shall be repaired at the Owner's expense. The attached maintenance instructions is hereby made a part of the contract.
- 4. All warranties connected with this shall be void if, during the life of said warranties, work is done on Sundeck coatings by others.

Owner 1 Initials:
Owner 2 Initials:

TERMS OF CONTRACT

1. Contractor shall not be held liable for delay or failure to perform hereunder when such delay or failure is due to conditions beyond its control. Contractor shall not be responsible for delays caused by strikes, fire, accident, soil, weather, or substrata conditions or other causes or conditions beyond its control.
2. Contractor shall not be responsible for damage resulting from natural causes or an act of God; including earthquake, ground swells, inundations, ground and/or hillside motion, landslide, or any natural or accidental cause of peril resulting from storm, flood, war, riot, or any other cause.
3. Owner shall be responsible for the work being done within his (their) property lines and, in conformity with local zoning, will take care of all permit regulations, the site shall be clear of easements or setback restrictions, and the Owner shall hold and save harmless the Contractor from any liability to Owner or third person from such work beyond said property lines. The Owner will take financial responsibility for all licenses and bonds if required by the permit process.
4. Owner shall be responsible for site preparation, including removal or protection of all personal property on the area to be resurfaced. Contractor shall not be responsible for removal or replacement of said items. Additionally, it is the Owner's responsibility to protect the work area from damage due to sprinklers, pets, children, servicemen, and traffic of any persons, etc. during application, or any natural causes such as leaves etc., as well.
5. Owner agrees to furnish the Contractor all water and electricity necessary for the installation.
6. Contractor reserves the right, at any time, to stop work until such time as past payments according to the payment schedule of this Contract are brought up to date; such work stoppage shall not constitute ground for any breach of Contract action being brought against the Contractor. Before resuming work because of lack of payments, the full amounts of the Contract shall be due and payable. If collection is every required for any reason, Owner hereby acknowledges responsibility for legal interest of 18% on all unpaid balances of this account and responsibility of Sundeek of Illinois' attorney's fees.
7. Owner and Contractor agree this is the sole contract between the parties, with all prior verbal agreements, promises and representations merged into this Contract and extinguished. Owner agrees that with signing of this contract, Owner is not relying upon any prior representations, inducements, promises, warranties, or guarantees of any nature. Owner and Contractor agree this contract cannot be, and shall not be, modified verbally between the parties or modified by the conduct of the parties, because the parties stipulate that this Contract may be modified, changed, novated, provisions waived, obligations released, or this Contract otherwise amended solely by written amendment which must be duly dated and signed by authorized representatives of both the Contractor and the Owner.
8. Contractor is not liable for any drainage improvements. The material, when being applied, can only make slight drainage changes, and any improvements will be affected by poor drainage of adjacent concrete or landscaped areas.
9. Contractor will exercise reasonable care when masking material is applied and removed. However, some painted or papered surfaces or window and door trim may be damaged and Contractor is not responsible for this damage. The Contractor assumes no responsibility for pool cleaning and a service call will probably be necessary due to normal construction conditions.
10. **UNDETERMINED CONDITIONS:** Conditions not determinable until certain phases of the deck preparation have been completed, i.e. topping separations requiring removal, incompatible painted surface requiring sandblasting, tile or cracks under carpeting, and similar conditions are not included in the price unless specifically mentioned and included, will be charged for in a Change Order when a determination of the additional cost is known.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner 1 Signature _____

Date of Acceptance _____

Owner 2 Signature _____

Date of Acceptance _____

Section C Instructions to Bidders

1. **RECEIPT OF BID:** Wednesday, the 13th day of March; 11:00 A.M.
2. **BASIS OF BID:** Sealed bids will be received by the above noted time and date.
3. **BID DESCRIPTION:** Bath & Tennis Pool Deck Repair & Resurfacing Project
4. **PREPARATION AND SUBMISSION OF BIDS:**
 - A. **A Pre-Bid meeting and site visit will be held at 10:00 a.m. on Wednesday, March 6, 2024,** at Oak Brook Bath & Tennis Clubhouse, 800 Oak Brook Road, Oak Brook, IL, 60523. **Attendance at this meeting is mandatory.** The purpose of the meeting is to give all prospective bidders the opportunity to inspect the pool deck condition. The building will not be open for interior inspection. Any questions or concerns at this time shall be submitted to the Village of Oak Brook in written form for a response to be distributed to all represented entities.
 - B. The bid must be delivered to the office of the Purchasing and Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 on or before **Wednesday, at 11:00 A.M., prevailing time, March 13, 2024,** at which time it will be publicly opened and read in the S. E. Dean Board Room of the Village Hall. Bids received after this time will not be considered and will be returned unopened.
 - C. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in--in ink--in both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - D. Each bidder must complete, execute, and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - E. **Each bidder must submit a complete bid package, including the following items:**
 1. Bid.
 2. References
 3. Statement of Bidder's Qualifications.
 4. Bid Certification.
 5. Contract (Signed).
 6. Sexual Harassment Certificate (filled out and signed).
 7. Contractor's Certifications (filled out and signed).

- F. The Contract Bonds (Performance and Payment) are provided as information and will be completed only upon acceptance of the bid by the Village. The surety company issuing the Contract Bond must be listed and approved by the U.S. Department of the Treasury. Letters of Credit will not be accepted in place of the Contract Bond.
- G. The bid shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name **"Bath & Tennis Pool Deck Repair & Resurfacing Project"**.
- H. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
- I. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than **ninety (90) days**.
- J. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.
- K. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and inspected in detail the site of the proposed work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- L. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- M. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased, or decreased.
- N. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not

included under the bid price for other items in the Contract, shall be performed as extra work.

- O. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- P. The bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract bond satisfactory to and in the form prescribed by the Village, in the penal amount of 100% of the Contract amount, guaranteeing the faithful performance of the work and payment for labor, material supplies, and subcontractors in accordance with the terms of the Contract.
- Q. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the Bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- R. By submitting a Bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- S. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- T. If the bidder is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Sports Core Director a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only by addendum duly issued by the Village. The Village will not be responsible for any other explanation or interpretation of the Bid Package.

5. **SUBSTITUTIONS:**

- A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design and suitability for

intended use. Where two or more items are specified, the selection among those specified is the bidder's option, or he may submit his bid on all such items.

- B. Bids shall be based on materials included in the specifications. Substitutions for the purpose of evaluating bids will be considered only if proposed substitutions are set forth in the sealed bid and will only be accepted prior to the award of the contract. The offer of substitutions shall be an integral part of the bid, appearing immediately after all requested bids and before the signature of the bidder.
- C. Substitutions of materials other than those specified will not be considered in the base bid price. However, other substitutions may be listed in the specified place in the Bid Form, with the indication of the change in the base bid price for the total cost.
- D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each bid:
 - 1. Each proposed substitution shall be itemized showing manufacturer name, catalog number, quantity, unit cost and total cost. The bidder shall prepare the necessary forms to list his substitutions in the manner outlined.
 - 2. Each bid offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications, and reports of all pertinent tests concerning the bidder's proposed substitutions

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **BASIS OF AWARD:**

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oak Brook. In addition to price, the Village will consider:

- A. Ability, capacity, and skill to fulfill the contract as specified.
- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience, and efficiency.

- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.
- G. Quality, availability and adaptability of the commodities, services, or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.
- I. Number and scope of conditions attached to the bid/proposal.
- J. Record of payments for taxes, licenses, or other monies due to the Village.

8. **WARRANTY:**

Contractor warrants that all work, equipment, labor, and materials furnished hereunder will conform in all respects to the terms of the Bid Package, including all specifications and standards, and will be free of defects in materials and workmanship. The Contractor also warrants that the work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. The warranties expressed shall be in addition to any other warranties expressed in this Bid Package, or expressed or implied by law, which are hereby reserved unto the Village.

The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

9. **GUARANTEE:**

Contractor (successful bidder) will guarantee his own work for a period of two (2) years against faulty material and/or workmanship. If any defects(s) appear(s) within the two (2) year guarantee period, the contractor will repair any such defect(s) solely at his cost and at no cost to the Village of Oak Brook. The Contractor will also forward copies of all applicable manufacture's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

10. **LIQUIDATED DAMAGES:**

It is also understood and agreed that if the Village determines the Contractor failed to perform either by observing the established schedule or failing to perform to the level of service established herein for more than two (2) consecutive working days, the Village shall reserve the right to impose liquidated damages for said failure to perform, but not

as penalty. The Village will serve notice either personally or in writing stating the reasons for imposing liquidated damages on the Contractor providing twenty-four (24) hour notice to correct such items. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the Contractor shall pay liquidated damages to the Village in the amount of \$100 per day. This failure to perform shall include repeated incidents of any of the following: failure to perform any of the items under the scope of services, failure to respond to or resolve Village complaints, failure to adhere to any and all terms and conditions specified in the contract documents. The Village reserves the right to attempt to work through these items prior to imposing liquidated damages.

11. **PERFORMANCE CLAUSE:**

In the event the quality of service becomes unacceptable, the Village reserves the right to cancel the contract after giving seven (7) days written notice.

12. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

13. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, officials, employees, volunteers and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures, or machinery furnished to the contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

14. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

Each contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1 of Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the contractor, permittee, or their agents, representatives, employees, or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on

the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.

- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers, and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to request complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

15. SAFETY:

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

16. **NON-DISCRIMINATING:**

The Vendor, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

17. **EQUAL OPPORTUNITY:**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

18. **PREVAILING RATE OF WAGES:**

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible for notifying each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation because of said revisions.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. No less than the prevailing rate of wages as found by Owner, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend, and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and

each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which states that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers, and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

19. **EXECUTION OF DOCUMENTS**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

20. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

- a) Two (2) original counterparts of the Contract documents will be required to be executed.

21. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

22. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance, and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

23. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

24. **INSPECTION/TESTING/REJECTION:**

The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this bid, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part

of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this bid/contract. Work so rejected may be returned or held at Bidder's expense and risk.

25. **FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

Unless otherwise agreed in the agreement between the parties expressly or impliedly, where a party to a agreement fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this clause **shall** be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the Contractor or the Village in the performance of the agreement where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;
- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**

- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;
- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

The affected party **shall** provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the agreement **shall** jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

Contractor **shall not** be entitled to an adjustment in agreement price or other non-price related items caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of Contractor.

Section D Specifications

Bath & Tennis Pool Deck Repair & Resurfacing Project

- Extensively prepare the Bath & Tennis Pool Deck that has Sundeck Classic Texture on it for twenty-four (24) years, for repair and resurfacing.
- Grind out, clean, and repair all cracks with either urethane caulk or an epoxy weld system.
- Scarify and remove needed layers of existing paint coatings.
- Remove needed old caulk and install new Vulkem Deck-O-Seal self-leveling caulk.
- Acid wash and pressure wash the concrete to assure a good bond.
- Mask and protect the landscaping and all personal property during installation.
- Base coat to fill in imperfections and provide a bond coat.
- Install Sundeck Classic Texture Effect Surface.

Section E General Conditions

1. Contractor shall have five (5) years of experience which is comparable in type and scope to this project.
2. All work shall be done during the work hours as specified by the Sports Core Director. Any change in the work schedule must have prior written approval from the Village of Oak Brook.
3. The project will be done on consecutive workdays until completed, delays only to inclement weather or act of God.
4. Contractor is required to obtain all necessary permits from the Village of Oak Brook, and schedule required inspections through Community Development.
5. The contractor shall supply the Village phone numbers where he/she can be reached after normal working hours.
6. The contractor shall post a Village of Oak Brook supplied sign-in a prominent and readily visible location- that provides 24-hour contact information.
7. The contractor must submit with the bid proposal five (5) references, names and phone numbers of similar projects completed within the last two (2) years.
8. The contractor must submit all manufacturers' literature on all materials that will be used on this project, including M.S.D.S. (Material Safety Data Sheets) prior to any work beginning.
9. A storage location for supplies, ladders and scaffolding shall be mutually agreed upon between the Village and the contractor before any material is stored on site. Deliver material with manufacturers labels intact and legible, store material on raised platforms and cover material with protective covering.
10. Before work is started, deliver to the job site sufficient material to complete the project.
11. If a dumpster is required, the location of the dumpster placement shall be mutually agreed upon between the Village and the contractor.
12. All ladders and scaffolding shall be maintained during the course of this project and shall be secured at the end of each workday.
13. Provide barricades to ensure that falling debris will not injure anyone, and to prevent public access to the work area at all times. Yellow "CAUTION" tape will be placed

below the immediate work areas of laborers and scaffolds to warn the public of men working overhead.

14. At all times the work and storage areas shall be kept in a clean, orderly, and picked-up manner, to prevent debris from blowing. Clean adjoining streets and immediate vicinity at the end of each workday. Sidewalks, windowsills, roofs, and other work areas will be broom swept to remove all debris. Daily material and debris not placed into dumpster will be removed from the site.
15. Upon completion of the project the work area shall be cleaned. All debris and remaining material and supplies shall be removed from the jobsite, including the dumpster, within 72 hours of completion.
16. Upon completion the Contractor shall supply a two-year warranty covering material and workmanship; contractor shall submit sample warranty with bid.

Section G References

Bidder shall supply the following information listing at least five customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: Niles Park District
Address: 66716 W Howard St Niles IL
Phone #: 847-878-2262
Contact: Jim Majewski
2. Company Name: Palatine Park District
Address: 250 E Wood St Palatine IL
Phone #: 847-496-6205
Contact: Josh Ludolph
3. Company Name: Ruth Lake Country Club
Address: 6200 S Madison St Hinsdale IL
Phone #: 630-986-2060
Contact: Kevin Kennebeck
4. Company Name: Boulder Ridge Country Club
Address: 350 Boulder Dr Lake in the Hills IL
Phone #: 847-854-3010
Contact: Janet Santi
5. Company Name: Evanston Township High School
Address: 1600 Dodge Ave Evanston IL
Phone #: 773-520-3489
Contact: Jon Crawford

Section F Statement of Bidder's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of Bidder: Sunderk of Illinois Inc.
2. Permanent main office address: 3810 Industrial Ave. Rolling Meadows IL 60008
3. When organized: 1986
4. If a corporation, where incorporated: Illinois
5. How many years have you been engaged in the contracting business under your present firm or trade name: 30
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) Rockford CC 93K before May 30
Ponds of Naperville 40K before May 30, Wildberry Condo 40K May 30
7. General character of work performed by your company: concrete resurfacing
8. Have you ever defaulted on a contract: NO
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment **available for this contract.** Binx machine,
Hopper gun, generator, power washer, hand held
and push grinders
11. Experience in work similar in importance to this project:
For over 30 years
12. Background and experience of the principal members of your organization, including the officers. Both owner and GM have worked as labor
force for Sunderk before being promoted for over 15 years
13. Credit available: _____
14. Bank reference: First Nations Bank

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: _____
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Belling Meadows Illinois this 1 day of March, 2024.

By:

John J Olson
President
Title

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

John J Olson being duly sworn deposes and says that he is the
President of Sunder of Illinois Inc and that the answers to the foregoing
questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this 7th day of March,
2024.



Lisa A. Desmidt
Notary Public

Royal Melbourne CC	\$45,000.00	Oct-24
Birchwood CC	\$70,000.00	Apr-23
White Eagle	\$90,000.00	Mar-23
Crystal Lake CC	\$66,000.00	Mar-23
Sunset Ridge	\$85,000.00	Apr-23
Preserve @ Cantera	\$36,000.00	Apr-23
1501 Oak St Evanston	\$161,000.00	Jun-23
Palatine Park District	\$52,000.00	Feb-23

Plus another 137 jobs in the 2023 season

Section H Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

“Bath & Tennis Pool Deck Repair & Resurfacing Project”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:
 - 1. An acknowledgment of the illegality of sexual harassment.
 - 2. The definition of sexual harassment under State law.
 - 3. A description of sexual harassment, utilizing examples.
 - 4. The contractor's internal complaint process including penalties.
 - 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

☒ Corporation ☐ Partnership ☐ Individual

Firm Name: Sunder of Illinois Inc

Address: 3810 Industrial Ave

City, State, ZIP: Bolling Meadow IL 60008

Signature: [Signature]

Name Printed: John J Olson

Title: President

Telephone: 847 392 3939 Date: 3-7-24

ATTEST:

Chris Mayer

-SEAL-

SUBSCRIBED AND SWORN TO
before me this 7 day
of March 2024

Lisa A. Desmidt
Notary Public



Section I Contract

Bath & Tennis Pool Deck Repair & Resurfacing Project

1. THIS AGREEMENT, made and concluded this 13 day of March, 2024, between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and Sunderk of Illinois Inc his executors, administrators, successors, or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE this 1 day of March, 2024, are all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed these presents on the above-mentioned date.

ATTEST:

VILLAGE OF OAK BROOK

Netasha Scarpiniti
Village Clerk

By _____
Greg Summers
Village Manager

ATTEST:

Chris Mayer
Secretary

Sunderk of Illinois Inc
Corporate Name
By [Signature]
Contractor

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE

Bunder of Illinois Inc hereinafter referred to as "Contractor"
having submitted a bid/proposal for pool deck to the Village of
Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a
written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4)
including the following information:

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

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

By: _____

Authorized Agent of Contractor

Subscribed and sworn to
before me this 1 day
of March, 2024

Lisa A. Desmidt

Notary Public



CONTRACTOR'S CERTIFICATIONS

(CONTRACT EXECUTION)

Sunck of Illinois Inc having executed a contract for pool deck with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states, and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

By: Chris Mayer

Title: Sec.

Contractor

By: [Signature]
Name of Contractor's Executing Officer

Title: President
Title of Contractor's Executing Officer

Subscribed and Sworn to
before me this 1 day
of March, 2024

[Signature]
Notary Public

My Commission Expires: 2-18-26



Section J Performance and Payment Bonds

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars, for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract Agreement Between Village of Oak Brook and **[CONTRACTOR'S NAME]** for the Construction of Bath & Tennis Pool Deck Repair & Resurfacing Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said otherwise, under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the Bath & Tennis Pool Deck Repair & Resurfacing Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and

become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ____ day of _____, 2024.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____

**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[CONTRACT PRICE]** Dollars **[CONTRACT PRICE]**, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract Agreement Between Village of Oak Brook and **[CONTRACTOR'S NAME]** for the Construction of Bath & Tennis Pool Deck Repair & Resurfacing Project" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for design, if any, construction, and installation of the Bath & Tennis Pool Deck Repair & Resurfacing Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 2024.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____

**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

State of Illinois)
) SS.
County of _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____ (names of individuals signing on behalf of Principal and Surety) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2024.

Notary Public

My commission expires:



ITEM 8.B.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Confirmation of Appointment - Emergency Services and Disaster Agency

FROM: Laurence Herman, Village President

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to confirm President Herman's recommendation to appoint Donald Ziemann to the Village of Oak Brook's Emergency Services and Disaster Agency.

Background/History:

The Emergency Services and Disaster Agency (ESDA) was established on February 27th by Ordinance G-1252. The creation of ESDA in Oak Brook is in response to the increasing need for coordinated emergency response and disaster management within our community. The agency's primary objective is to ensure effective preparedness, response, and recovery efforts in the face of emergencies and disasters.

Joe Mitchell has taken on the role of ESDA Coordinator and is recommending Donald Ziemann be a part of this agency. Mr. Ziemann's expertise, experience, and dedication make him an exceptional candidate for this position.

Mr. Ziemann has over four (4) years of Emergency Management experience volunteering with the Westmont Emergency Management Agency and the DuPage County Sheriff's Office. Mr. Ziemann has been a Senior Accountant for Northwestern Medicine for the past thirteen (13) years. Mr. Ziemann and his wife have resided in Oak Brook for over sixteen (16) years.

Recommendation:

Staff recommends that the Village Board approves the appointment of Donald Ziemann to ESDA

Attachments:

None