



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING**

WILL BE HELD ON

July 14, 2020

7:00 PM (or immediately following the Committee of the Whole meeting)

Location: Oswego Village Hall

A. MEETING INFORMATION

A.1 Pursuant to Public Act 101-0640, which went into effect on June 12, 2020, allows public bodies to conduct remote meetings under certain conditions. The Village of Oswego has determined that an in-person meeting is not practical or prudent and therefore the Village Board will meet electronically with the appropriate meeting information for public participation and attendance provided. Instructions on public access to this meeting are available through the link within the agenda.

[Electronic Meetings and Public Comment Instructions 6-25-20.docx](#)

B. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

C. ROLL CALL

D. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING

E. RECOGNITIONS/APPOINTMENTS

E.1 Proclamation- CPR & AED Awareness Week, June 1-7, 2020

[CPR & AED Awareness Week 2020.docx](#)

E.2 Proclamation- 5th Anniversary of the Kiwanis Club of Oswego

[5th Anniversary_Kiwanis Club of Oswego 2020.doc](#)

F. PUBLIC FORUM

G. STAFF REPORTS

H. CONSENT AGENDA

H.1 June 23, 2020 Committee of the Whole Minutes

[6-23-20 COTW.docx](#)

H.2 June 23, 2020 Regular Village Board Minutes

[6-23-20 RegVB.docx](#)

H.3 Ordinance Amending Title 2 Chapter 7; Increase Class C Liquor License for 113 Main LLC Located at 113 Main Street.

[Memo-113 Main LLC_Increase Class C Liquor License.docx](#)

[20-__Increase Class C Liquor License_113 Main LLC.docx](#)

H.4 Approve the Waiving of Liquor License Fees for Class "L" Liquor License Holders.

[Memo-Waiver_of_Class_L_Liquor_License_FeesDDSRev.docx](#)

H.5

Resolution Authorizing the execution of a contract with Comcast Enterprise Business Services for a Renewal of Ethernet Network Services, Ethernet Dedicated Internet, and Ethernet Private Line in the amount of \$5,297.00 per month for a five-year contract.

[Comcast_Renewal_Memo_2020.docx](#)

[Resolution_20-R-__Comcast_Service_Renewal.docx](#)

[Exhibit_A_MSA_and_SalseOrderForm.pdf](#)

H.6 Resolution Authorizing the Renewal of an Agreement with RJN Group, Inc. for the Management Services of the Sanitary Sewer Inspection Project in the Amount not to Exceed \$45,550.

[Agenda_Item__Sanitary_Inspection_Program_FY2021_RJN_Group.docx](#)

[Resolution_20-R-__Sanitary_Sewer_Management_Services_-_RJN_Group,_Inc..docx](#)

[Exhibit A - 2020 Oswego Management Services Sewer Inspection Project - Amendment 1.pdf](#)

[Exhibit B - 19-R-43 Resolution Authorizing Agreement with RJN Group, Inc.-Sanitary Sewer Inspection Project.pdf](#)

H.7 Resolution Authorizing the Execution of a Contract with D Construction, Inc. of Coal City, IL in the Amount of \$837,539.55 for the 2020 Alley and Street Resurfacing Project.

[2020 Alleyway and Road Resurfacing Agenda Memo 07142020.docx](#)

[Resolution_20-R-__2020_Alleyway_and_Road_Resurfacing_Project_-_D_Construction,_Inc.docx](#)

[Exhibit A - D Construction Contract.PDF](#)

[Exhibit B - HR Green Recommendation and Bid Tab.pdf](#)

- H.8 Resolution Authorizing the Execution of a Contract with Winner Excavating, Inc. of Yorkville, IL in the Amount of \$119,567.44 for the Old Post Road Bridge Repair Project.

[Old Post Road Bridge Repair Agenda Memo 07142020.docx](#)

[Resolution 20-R-___ Old Post Road Bridge Repair - Winner Excavating, Inc.docx](#)

[Exhibit A - Old Post Road Bridge Repairs Bid - Winner Excavating.PDF](#)

[Old Post Road Bridge Repairs Bid Tabulation.pdf](#)

I. BILL LIST

- I.1 Approve Bill List Dated July 14, 2020 in the Amount of \$2,213,289.90.

[7-14-20 Bill List.pdf](#)

J. OLD BUSINESS

- J.1 Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster

[20-R-__ Resolution Ratifying Exec Orders Local Emergency Disaster 6-25-20.docx](#)

K. NEW BUSINESS

- K.1 B2MP Oswego, Inc., dba BP Oswego Liquor License Re-classification and Request for Video Gaming License

a) Ordinance Amending Title 3 Chapter 7; Increase Class "B-2" Liquor License and Decrease Class "B-1" Liquor License for B2MP Oswego, Inc., dba BP Oswego Located at 6501 Route 34.

b) Ordinance Amending Title 3 Chapter 31; Increase Class "B-2" Video Gaming License for B2MP Oswego, Inc., dba BP Oswego Located at 6501 Route 34.

[Memo-BP Oswego_Liquor and Video Gaming License Request.docx](#)

[20-___ Increase Class B-2 Liquor License and Decrease Class B-1 Liquor License_B2MP Oswego Inc dba BP Oswego.docx](#)

[20-___ Increase Class B-2 Video Gaming License_B2MP Oswego_dba BP Oswego.docx](#)

[B2MP Pre-qualification Application_Redacted.pdf](#)

[B2MP Proposed Site Plans.pdf](#)

[B2MP Permission Letter.pdf](#)

- K.2 Shree Sudarsan BP, Inc., dba Oswego BP Liquor License Re-classification and Request for Video Gaming License

a) Ordinance Amending Title 3 Chapter 7; Increase Class "B-2" Liquor License and Decrease Class "B-1" Liquor License for Shree Sudarsan BP, Inc., dba Oswego BP Located at 2491 Route 34.

b) Ordinance Amending Title 3 Chapter 31; Increase Class "B-2" Video Gaming License for Shree Sudarsan BP, Inc., dba Oswego BP Located at 2491 Route 34.

[Memo-Oswego BP_Douglas Rd_Liquor and Video Gaming License Request.docx](#)

[20-__Increase Class B-2 Liquor License and Decrease Class B-1 Liquor License_Shree Sudarsan_dba Oswego BP.docx](#)

[20-__Increase Class B-2 Video Gaming License_Shree Sudarsan_dba Oswego BP.docx](#)

[Site Plans-2791 Rt. 34_Oswego BP.pdf](#)

[Pre-qualification App_Shree_Oswego BP_Redacted.pdf](#)

L. PRESIDENT'S REPORT

M. TRUSTEE REPORTS

N. CLOSED SESSION

N.1 a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]

b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]

c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]

d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]

e. Security Procedures and the Use of Personnel and Equipment to Respond to an Actual, Threatened, or a Reasonably Potential Danger to the Safety of Employees, Staff, the Public, or Public Property [5 ILCS 120/2(c)(8)]

O. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

P. ADJOURNMENT

Posted:

Date: _____

Time: _____

Place: _____

Initials: _____

Tina Touchette
Village Clerk



Tina Touchette,
Village Clerk

100 Parkers Mill • Oswego, IL. 60543 • (630) 554-3259
Website: www.oswegoil.org

June 25, 2020

Remote Meeting Attendance Instructions

In accordance with Public Act 101-0640, which went into effect on June 12, 2020, allows public bodies to conduct remote meetings under certain conditions ([available via this link](#)). Each member of the public body participating by audio or video conference for a meeting held under these provisions is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

The Village of Oswego will hold its regularly scheduled Committee of the Whole and Village Board meetings on Tuesday, July 14th with elected officials, staff, and the public participating remotely in compliance with the State's requirements. The Committee of the Whole will begin at 6 p.m. with the Regular Village Board meeting beginning at 7 p.m. (or immediately following the Committee of the Whole meeting). Village Hall will be open for the meeting; however, residents are strongly encouraged to watch or participate remotely due to there being a limit of fifty (50) persons gathering pursuant to the Governor's Executive Order. Here's how:

How to watch or join the meetings from home:

- Watch the livestream at www.oswegoil.org/government/village-board/agendas.aspx. Scroll down to Upcoming Events. Once the meeting begins, an *In Progress* link will appear. Click on it to watch the meeting. You will see the elected officials, staff members, and other participants who are attending in person at Village Hall.
- Watch the webinar live at StreamUS.oswegoil.org. You will see the elected officials, staff members, and other participants who are attending remotely. If you access the video webinar on a smart phone, you will be prompted to download the Zoom app.
- Join our meeting by phone call. Call (312) 626-6799 just prior to the meeting. When prompted, enter passcode **508 193 215** from your phone. You will hear the audio of the meeting through our webinar service.

To give a comment at the meetings, you have multiple options:

- Email your comment to publiccomment@oswegoil.org by 4 p.m. on the day of the meeting. Your comment will be read aloud during the Public Forum portion of the Village Board meeting by a Village staff member. Please indicate, in the subject line of your email, what meeting body you would like your comments to be read aloud at. For example: "Public Comment for Village Board Meeting". The entire content of your written comments will be subject to public release. The Village of Oswego is under no obligation to redact any information.
- Give your comment live by phone. Email publiccomment@oswegoil.org or call 630-554-3259 by 4 p.m. on the day of the meeting and leave your name, address, phone number, and the topic on which you'd like to speak. Our staff will call you during the meeting and will put you on speakerphone so that you can give your comment live. Please be by your phone when the meeting begins at 7 p.m. We will let the line ring four times before moving onto the next speaker.

- You may also still give public comment in person. Residents are strongly encouraged to stay home and participate remotely, however, they may also attend the meeting in person. If attending, members of the public are required to stay six feet from any other person in the room and wear a face covering/mask.

As always, those giving public comment are asked to fill out the Public Participation form and abide by the Village's civility code, which is available on the Village's [website](#).

Get updates as they happen

Residents are also encouraged to follow the Village of Oswego on Facebook (@VillageofOswego) and Twitter (@OswegoIL60543) for up to the minute updates. You can also subscribe to Village of Oswego emails or text alerts by visiting <http://www.oswegoil.org/> and clicking on "E-mail Alerts".

For more information about public participation at meetings during the COVID-19 crisis, please contact me.

Thank you,
Tina Touchette, RMC, CMC
Village Clerk
630-554-3259
ttouchette@oswegoil.org

Proclamation

The Village of Oswego, Illinois
Founded in 1833

CPR & AED AWARENESS WEEK JUNE 1-7, 2020

WHEREAS, in 2007, the AHA in coalition with the American Red Cross and the National Safety Council worked together to designate a National CPR and SED Awareness Week; and

WHEREAS, June 1-7 each year is National CPR and AED Awareness Week, spotlighting how lives can be saved if more Americans know CPR and how to use an AED; and

WHEREAS, about 70% of out-of-hospital cardiac arrests happen in homes; and

WHEREAS, about 90% of people who suffer out-of-hospital cardiac arrest die; and

WHEREAS, about 46% of people who experience an out-of-hospital cardiac arrest receive the immediate help they need before professional help arrives; and

WHEREAS, the campaign reinforces skills, but also places importance on the willingness of bystanders to act in a cardiac arrest emergency; and

WHEREAS, call 9-1-1 and push hard and fast in the center of the chest until help arrives; and

WHEREAS, the song “Stayin Alive” by the Bee Gees, “Crazy in Love” by Beyoncé featuring Jay-Z, “Hips Don’t Lie” by Shakira and “Walk the Line” by Johnny Cash have the same beats per minutes as the ideal rate of chest compressions during CPR.

NOW THEREFORE, I, Troy Parlier, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do recognize the week of **June 1-7, 2020**, as

CPR & AED AWARENESS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 14th day of July 2020.

Troy Parlier, Village President

ATTEST:

Tina Touchette, Village Clerk

Proclamation

The Village of Oswego, Illinois
Founded in 1833

5th Anniversary of The Kiwanis Club of Oswego

WHEREAS, Kiwanis International is a global community of clubs, members and partners dedicated to improving the lives of children one community at a time. Kiwanis clubs host nearly 150,000 service projects each year; and

WHEREAS, the Kiwanis Club International slogan is “Serving the Children of the World”; and

WHEREAS, the Kiwanis Club of Oswego was chartered in June 2015 and this is their 5th Anniversary; and

WHEREAS, the Oswego Kiwanis Club's mission statement is "We strive to use our passion for service to benefit the children of our community by encouraging and celebrating their academic success, developing their leadership skills, and promoting their health and well-being"; and

WHEREAS, the Kiwanis Club of Oswego is an Oswego Area Chamber of Commerce member; and

WHEREAS, the Kiwanis Club of Oswego participates in several community events such as providing Magical Reindeer Food at Christmas Walk; Sponsoring the Oswego East High School Key Club and their Food Truck Feast; and hosting the Oswego Pancake Breakfast with the Police Explorers during the Oswego Hometown Expo.

NOW, THEREFORE, I Troy Parlier, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim **June 15, 2020** as a date to celebrate the Kiwanis Club of Oswego and their mission to serve the children of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 14th day of July 2020.

Troy Parlier, Village President

Tina Touchette, Village Clerk

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
June 23, 2020**

Pursuant to Public Act 101-0640, which went into effect on June 12, 2020, allows public bodies to conduct remote meetings under certain conditions. The Village of Oswego has determined that an in-person meeting is not practical or prudent and therefore the Village Board will meet electronically with the appropriate meeting information for public participation and attendance provided. Instructions on public access to this meeting are available through the link within the agenda.

CALL TO ORDER

President Troy Parlier called the meeting to order at 6:03 p.m.

ROLL CALL

Board Members Physically Present: President Troy Parlier and Trustees James Marter, Terry Olson, Pam Parr, Luis Perez and Brian Thomas.

Board Members Attended Electronically: Trustee Judy Sollinger

Staff Physically Present: Dan Di Santo, Village Administrator; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Director; Mark Horton, Finance Director; Jay Hoover, Building Services Manager; and Kevin Norwood, Deputy Chief.

Staff Attended Electronically: Christina Burns, Asst. Village Administrator; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Corinna Cole, Economic Development Director; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; Tim Zasada, Asst. Public Works Director Utilities; Ryan Morton, Village Attorney; and Karl Ottosen, Village Attorney.

PUBLIC FORUM

Public Forum was opened at 6:04 p.m. All comments received via email will be read during the Public Forum section at the Village Board meeting. There was no one who requested to speak; the Public Forum was closed at 6:04 p.m.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

G.1 License Plate Reader Overview

Chief Burgner and Deputy Chief Norwood addressed the Board regarding license plate readers (LPR). The Oswego Police Department has been exploring the concept of using LPR equipment to assist in crime detection and prevention. This technology has been in existence for over a decade and has become more widely used throughout the country as a resource for police agencies. LPR is a camera that can be affixed to a squad car or to a stationary object that can read license plates on vehicles. The data collected is retained and ran through a database to help combat vehicle thefts, retail thefts, burglaries and other potential crimes that occur in the Village. The equipment can be used in real time to identify vehicles that are stolen or have been identified as suspect vehicles in different criminal activities. Deputy Norwood provided a brief presentation:

What is LPR

- Automatic License Plate Reader
- Searches for and reads license plates of vehicles; officers do this manually right now
- Provides search results in seconds to officers working the street
- Hits provided in real time from “Hot-List” (stolen vehicles, arrests warrants, vehicles of interest)

What can LPR do for the Village?

- Adds investigative power while reducing hours in solving a case without increasing manpower.
- Helps create a geo-fence around the Village to help prevent crimes and improve safety (property crimes/hit and runs, crimes against persons)

Types of LPR Systems

- Stationary – stand-alone systems that are hard wired or solar powered
 - Can be fixed on poles or traffic lights.
- Mobile w/ multiple readers – system attached to squads that allow mobile capabilities.
- Mobile w/existing cameras – turn existing in-car cameras into an LPR
 - Can be converted
 - Have not seen live yet

Vendors

- Flock (Axon) – stationary readers that are solar power
 - This vendor currently supplies the police department with their tasers
- Vigilant (Motorola) – stationary & mobile readers
- WatchGuard (Motorola) – mobile multiple readers

Stationary LPR's (Flock Safety & Vigilant)

- Stand-alone readers on a fixed pole.
- Run on solar or wired power
 - Flock only does solar
- Creates a geo-fence around the village
- Not a mobile solution
- Staff recommends a turn-key operation
 - Companies that install and provide training
 - Equipment is leased annually
 - Assist with placement of cameras

Mobile readers on squad (Vigilant)

- Readers attached to squads that allow mobile capabilities.
 - Can be integrated into the light bars
 - Two, four or eight readers
- Only in use when car is in use
- Looks funky
- More expensive than stationary

Mobile – Existing Cameras (WatchGuard)

- Converts existing in-car cameras to LPR as well
 - Can only capture plates when the vehicle is moving
- Annual reoccurring costs would include licensing and backend analytics of software
 - Eighteen squads to equip
- If implemented, all front-line squads in fleet would have this functionality
- Single affixed reader(camera) has limited field view compared to multi-reader option
- If a squad is out for maintenance, then the reader doesn't work

Backend Analytics

- Regardless of what manufacturer is utilized, all have a search engine function that allows for an administrative portal to access footage, vehicle information, returns from the “Hot List”.
- Some manufacturers have a more robust search engine. One manufacturer (Flock Safety) uses proprietary machine learning that analyzes each image that uniquely identifies the vehicle by type, make and color.
 - Recognizes the type of vehicle as part of an algorithm
 - Can customize the backend; example: child sex offenders, arrest warrants
- 60% of crime is by mobile means

LPR Additional Uses

- Parking garage enforcement
- Overnight on-street parking enforcement
 - Can assist with exemptions for overnight parking
 - Can assist with permit or time limit parking
 - Can download technology to smartphones
- Time restricted parking enforcement
- Homeowner Association ownership and use
 - Can purchase a device and share with an agreement; public/private partnership

Considerations for Staff direction

- Stationary captures vehicles coming into village (geo-fence); reactionary
- Upgrading current in-car cameras with LPR licensing would allow to aid in additional detection of “Hot List” vehicles through the use of a national database
- While purchasing the multi-reader option may be more effective, it is considerably more expensive (price per squad)

Board and staff discussion focused on found the concept at a Chief’s conference in October 2019; not meant to be big brother; there are other things for the PD to do; looking for footage for best evidence; length of time it takes to run a plate manually; similar process done manually, but LPR is faster; LPR is used mainly north and east of Oswego; nothing in Kendall County; staff to put together a list of communities that use LPR; whether manually reading or LPR reading, police still need to do police work; battery life and replacement; solar versus hard wired; 24-hour period and recharge at night; turnkey options; lease agreement includes maintenance, theft, vandalism, breaks and malfunctions; looking more into solar than hard wired; battery life and maintenance costs concerns; will back project 150%; technology has not caught on due to cost; mobile units more prevalent; four cameras= \$22,000 per squad; fixed location is more affordable at \$2,000 per year per camera; agreement to include backend software; cost issue; able to share information with other communities through agreements; info sharing benefits; whether there is an issue with stolen vehicles; around a dozen vehicles stolen per year; cameras can also be used for retail theft issues; what the real priority is; always reading plates; helps to solve cases such as hit and runs; another tool to help solve crime with less resources; controversial; how long data is kept; analytics and how much data is being stored on each person; data is not stored on PD servers; data storage depends on the vendor; staff to inquire on data storage; how secure are the services; have to be in CGIS compliance; can include in the agreement; airports use LPR technology; best fit for the Village’s needs; used for criminal activity and not getting involved in people’s personal business; should be able to control; not against the PD, it’s the tech aspect of it; caution needs to be applied; only using for the intended purpose of catching criminals; whether the private sector is using the technology; cost to geo-fence; need another Committee of the Whole meeting to discuss further; other options based on the Village’s budget; needing more info on time period for data storage; concept is not new; attorney is not sure of any clients that use the technology currently; no legal issues; whether there are any other uses; looking forward to more discussion. There was no further discussion.

G.2 Update the Village Board on the Azavar Audits

Director Horton addressed the Board regarding the Azavar audits. The Village contracted with Azavar Government Solutions in November 2018 to separately review and audit each fee, ordinance, contract, franchise agreement,

utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the customer. Azavar compares address lists, looks at bills and for coding issues and can go back three to four years to recover fees. Azavar takes a 40% share. To date, the Village has received \$31,000 of the \$52,000 recovered. After a three-year period, the Village gets 100% of the fees recovered.

Client Name	Note Type	Details
Oswego	A. Gas Revenue (Taxes and Fees) Audit	Audit Complete—Azavar has corrected 5 addresses that will return an estimated \$260 per annum to the City.
Oswego	B. Electric Revenue (Taxes and Fees) Audit	Azavar has corrected 20 addresses that will return an estimated \$2,400 per annum to the City. Azavar is working with the Provider to collect back taxes owed.
Oswego	C. Cable Revenue (Taxes and Fees) Audit	Azavar has confirmed 80 address errors with the Provider and is awaiting franchise fee data from the Provider for correction date and amount of revenue to be returned.
Oswego	D. Telecommunications Revenue (Taxes and Fees) Audit	Azavar has corrected issues with gross revenues with AT&T U-Verse and has returned \$12,742 to the Village. In addition, due to recent changes in the state statute, telecom audits now require address lists be sent to them rather than them sending their lists to Azavar. Because of this, Azavar must ensure that the addresses that get submitted match the data in the Provider's database <u>perfectly</u> so as to prevent accidental removal of addresses that should be coded to the municipality. Azavar is working on a solution so as to ensure that there is no accidental loss of revenues in the audit process.
Oswego	E. Hotel/Motel Revenue (Taxes and Fees) Audit	Azavar is in the process of collecting and reviewing data.
Oswego	F. Sales Tax Revenue (Taxes and Fees) Audit	Review complete – Azavar has corrected 13 addresses not properly coded in the Department's database that will return an estimated \$5,066 per annum to the Village.
Oswego	G. Food and Beverage Revenue (Taxes and Fees) Audit	The Village has confirmed 68 addresses . Azavar has mailed Outreach and Education Letters to those taxpayers to inform them of their need to remit the Food and Beverage tax. Azavar will continue to follow up with these businesses.
Oswego	H. Gas Payable Audit	Azavar is in the process of reviewing data.
Oswego	I. Electric Payable Audit	Azavar is in the process of reviewing data.
Oswego	J. Telecommunications Payable Audit	Audit complete—Azavar has reviewed the Village bills and was able to return \$211 in retroactive savings. Going forward the Village will save \$1,038 per annum .

Comcast- receiving \$14,700 soon.

ComEd- Azavar is fighting with them to recover \$13,000+

Board and staff discussion focused on Azavar only collects when money is recovered; only on found revenues; where money is going on corrected addresses; Finance will sometimes run their own address checks; this is the second audit completed; excise tax was fixed previously and it got switched over time; minimum of three years needed on an audit; Village is growing with new addresses added; sometimes the Village owes, but it's not much. There was no further discussion.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

The meeting adjourned at 7:04 p.m.

Tina Touchette
Village Clerk

**MINUTES OF A REGULAR MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
June 23, 2020**

Pursuant to Public Act 101-0640, which went into effect on June 12, 2020, allows public bodies to conduct remote meetings under certain conditions. The Village of Oswego has determined that an in-person meeting is not practical or prudent and therefore the Village Board will meet electronically with the appropriate meeting information for public participation and attendance provided. Instructions on public access to this meeting are available through the link within the agenda.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:09 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Board Members Physically Present: President Troy Parlier and Trustees James Marter, Terry Olson, Pam Parr, Luis Perez and Brian Thomas.

Board Members Attended Electronically: Trustee Judy Sollinger

Staff Physically Present: Dan Di Santo, Village Administrator; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Director; Mark Horton, Finance Director; and Jay Hoover, Building Services Manager.

Staff Attended Electronically: Christina Burns, Asst. Village Administrator; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Corinna Cole, Economic Development Director; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; Tim Zasada, Asst. Public Works Director Utilities; Anthony Bavuso, Fleet Supervisor; Ryan Morton, Village Attorney; and Karl Ottosen, Village Attorney.

Additional Attendees Physically Present: Brad Lanken, owner of FIVECO, Inc., dba C-Tec Industries; and Nate DeMont, owner of DeMont Guitars LLC.

Additional Electronic Attendees: Greg Kaleel, owner of All American Male, Inc., dba Prom Shoppe/Bella Gia; David and Suzana Chacon, owners of Dominion Martial Arts LLC; Matt Feyerabend, applicant for Comcast; and Carrie Hansen, Director of Planning & Gov't Services for Schoppe Design Assoc, Inc..

RECOGNITIONS/APPOINTMENTS

There were no Recognitions/Appointments

PUBLIC FORUM

Public Forum was opened at 7:11 p.m. Public comment was extended to allow comment through email, via phone call and attendance through the Zoom meeting. Administrator Di Santo read the comments received via email:

David Edelman addressed the Board regarding concerns about fireworks over the past three weeks; constant fireworks starting at sundown and well into the early morning hours; concerns with illegal fireworks and disrespectful neighbors; concerns for pets, military veterans suffering from PTSD, autistic children and others with sensory issues; police cannot be everywhere all night long; people are afraid to call the police; wasting police time and resources; personal safety of others; potential fires; come up with additional solutions; fines should be much more substantial; first offense should be \$500; second offense \$1,000 and third offense \$1,500; if caught after midnight, then the fine should be a minimum of \$1,000;

Tejal Patel addressed the Board regarding concerns about nighttime fireworks shows; waking up their young children and their 3-week-old baby; they have multiple white noise devices and can still hear the fireworks.

Cee Ayes addressed the Board regarding concerns about fireworks noise in the Mill Race Creek subdivision; she has a very anxious dog; fireworks are disturbing the residents and are being used until 1:30 in the morning; think of your neighbors and pets; types of fireworks being used are illegal; start fining the people who use fireworks late into the night.

Michelle Altobella addressed the Board regarding fireworks near Fox Chase Elementary; moved to Oswego in June 2017; fireworks start in the evening and sometimes go until the middle of the night; the first year she called the police multiple times; has a six year old dog who is scared; have tried different remedies; fireworks go off for three weeks; people are terrorizing veterans with PTSD by blowing off the fireworks; large fine; designate a park and one evening to blow off the fireworks.

Christa Harrison addressed the Board regarding the use of fireworks within the Village; private displays are not granted an exception for the emission of sound during nighttime hours; she recommended the Village take action by revising the current noise ordinance, placing a strict date of when fireworks are allowed to be set off for private purposes, take a firm stand on the new ordinance and fines, and repercussions to be accessed.

Shannon LeRette addressed the Board regarding fireworks in Oswego Village Square behind Village Hall; this year's fireworks and loud mortars are being set off throughout the entire week and at all hours of the night; a couple days around the holidays can be forgiven, but this year it is excessive, illegal and rude; put a stop to it.

Reta Bohn addressed the Board regarding fireworks in Oswego; fireworks create havoc for people with pets; they are creating a nightmare for pet owners; money could be better spent on an activity that benefits the majority of our town; discontinue public fireworks.

Nicole Davis addressed the Board regarding fireworks being set off at homes; this year, the fireworks have gotten out of control; they are going off every day and night, sometimes as late as 1:30am; her two dogs are terrified; fireworks seem to be coming from the same few houses; don't know if the fines need to be increased; stop issuing warnings and go directly to tickets; increase patrols by community service officers; not right that she needs to be up all night sitting in the closet with her dogs while someone is partying and setting off illegal fireworks.

There were no Zoom meeting participants who wished to speak. There was no one else who requested to speak; the Public Forum was closed at 7:22 p.m.

STAFF REPORTS

Administrator Di Santo noted that there is only one Village Board meeting in July on July 14th.

CONSENT AGENDA

- H.1 June 9, 2020 Committee of the Whole Minutes
- H.2 June 9, 2020 Regular Village Board Minutes
- H.3 Resolution Approving the Determination That No Closed Session Minutes Need to Be Released. **Resolution No. 20-R-55**
- H.4 Resolution Authorizing the Execution of a 3-Year Contract with Heritage Valley LLC, Oswego, Illinois for Leaf Disposal Services in the Amount of \$3.30 per Cubic Yard. **Resolution No. 20-R-56**
- H.5 Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #6 to the Construction Contract with H. Linden & Sons in the Amount of \$19,563 for the Construction of the Reserve at Hudson Crossing Public Improvements. **Running total of the contract amount is 1.5% higher from the original bid. Resolution No. 20-R-57**
- H.6 Ordinance Revoking Ordinance #19-15 and Granting a Preliminary/Final Subdivision Plat for Old Village Hall Block Subdivision Located at Western Corner of Washington Street and Main Street. **Ordinance No. 20-29**

A motion was made by Trustee Thomas and seconded by Trustee Olson to approve the Consent Agenda; Approving the June 9, 2020 Committee of the Whole Minutes; Approving the June 9, 2020 Regular Village Board Minutes; and approving the following ordinance and resolutions:

Ordinance No. 20-29; Ordinance Revoking Ordinance #19-15 and Granting a Preliminary/Final Subdivision Plat for Old Village Hall Block Subdivision Located at Western Corner of Washington Street and Main Street.

Resolution No. 20-R-55; Resolution Approving the Determination That No Closed Session Minutes Need to Be Released.

Resolution No. 20-R-56; Resolution Authorizing the Execution of a 3-Year Contract with Heritage Valley LLC, Oswego, Illinois for Leaf Disposal Services in the Amount of \$3.30 per Cubic Yard.

Resolution No. 20-R-57; Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #6 to the Construction Contract with H. Linden & Sons in the Amount of \$19,563 for the Construction of the Reserve at Hudson Crossing Public Improvements.

Aye: James Marter II	Terry Olson
Pam Parr	Luis Perez
Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by an omnibus roll call vote with six (6) aye votes and zero (0) nay votes.

BILL LIST

- I.1 Approve Bill List Dated June 23, 2020 in the Amount of \$2,286,364.28.

A motion was made by Trustee Parr and seconded by Trustee Perez to approve the Bill List Dated June 23, 2020 in the Amount of \$2,286,364.28.

Aye: James Marter II	Terry Olson
Pam Parr	Luis Perez
Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

OLD BUSINESS

- J.1 Resolution Ratifying the Village President’s Executive Orders and Extending

Declaration of Local Emergency and Disaster. **Resolution No. 20-R-58**

A motion was made by Trustee Thomas and seconded by Trustee Perez to approve the Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

NEW BUSINESS

K.1 Public Hearing- Downstate Small Business Stabilization

- a) All American Male, Inc., dba Prom Shoppe/Bella Gia
- b) DeMont Guitars, LLC
- c) Dominion Martial Arts LLC
- d) FIVECO, Inc., dba C-Tec Industries

Public Hearing was opened at 7:26 p.m. Public comment was extended to allow comment through email and attendance through the Zoom meeting.

Director Cole addressed the Board regarding the Downstate Stabilization Program. The Downstate Small Business Stabilization Program (DSBSP) is a State managed program which uses federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. DSBSP has been established to provide working capital funds to community's businesses economically impacted by the COVID-19 virus. The program makes funds available to qualifying businesses for 60 days of verifiable working capital up to a grant ceiling of \$25,000. The Downstate grant requires the Village to hold a public hearing for all applications the Village submits on behalf of a business. The Village of Oswego will request \$100,000 in CDBG funds, or \$25,000 for each of the four listed Benefiting Businesses, which will address the urgent needs of those businesses caused by the COVID-19 emergency.

The Downstate program has strict eligibility criteria. Eligible applicants must:

- Be a non-essential business, as defined by the State, with some exceptions
- Have no more than 50 employees and at least one (1) full time equivalent in addition to the owner
- Not be a franchise
- Have been in business, in Oswego, with the same continuous ownership since 1/1/17

The Village opened applications on Friday May 15th. Applications were due by May 27th. On June 11th, the notice of this public hearing was published in the Ledger Sentinel newspaper. The period between the 11th and today fulfills the Downstate Grant's required seven-day notice period. After this public hearing, the Village Board will consider separate Resolutions of Support for each of the Benefiting Businesses that will also authorize the Village to enter into conditional grant Participation Agreements. Staff will submit the applications once all other necessary deliverables are collected and the minutes of this meeting are approved. The Program also required the Village to pass a Fair Housing Resolution, which was passed on April 21, 2020.

There are various grant compliance requirements:

- A Benefiting Business must remain open for at least 60 days after award of the funding
- The proceeds of a grant must be split evenly between payroll and other working capital costs
- The Village must also report on any grants that are dispersed at least twice during the year following the disbursement of the funds

Benefiting Business Applicants

- 1) All American Male, INC dba The Prom Shoppe/Bella Gia
27 Main Street, Oswego IL 60543
Owned by: Greg Kaleel; attended electronically through the Zoom meeting.

The Prom Shoppe is requesting \$25,000 in CDBD Downstate Grant working capital. Located in Oswego's downtown since 1977, they are a community institution which supplies special occasion dresses, with an emphasis on proms, to the community. The March closure caused by COVID-19 kept the business from its busy season. COVID-19 also caused the cancellation of all sorts of special events that would have caused customers to purchase the dresses and formal wear sold by the shop. This eliminated almost all of their business. Adding to their loss, the Prom Shoppe had purchased approximately \$100,000 in dress inventory for the 2020 Prom season. That inventory has had to be discounted by 70% because they are now out-of-date dresses. If awarded these funds, the Prom Shoppe will use them to cover payroll and other working capital expenses, specifically fresh dress inventory for the coming season.

- 2) DeMont Guitars LLC
61A Stone Hill Road, Oswego IL 60543
Owned by: Nate DeMont; attended physically.

DeMont Guitars LLC is seeking \$25,000 in working capital from the CDBG Downstate Grant. DeMont Guitars is a small business which operates a retail store in Oswego. DeMont Guitars was established in Oswego in 2009. It repairs and sells vintage and new guitars, teaches music lessons, and even manufacturers instruments on a small scale. The COVID-19 crisis shut the retail store. They were not able to teach lessons, repair instruments, and were prevented from pursuing vital new product development and custom product contractual agreements that would expand their business. If awarded the funds, DeMont would use the CDBG award for payroll and other expenses, notably much needed new inventory.

- 3) Dominion Martial Arts, LLC
150 Kendall Point Drive, Unit B, Oswego IL 60543
Owned by: David and Suzana Chacon; both attended electronically through the Zoom meeting.

Dominion Martial Arts LLC is requesting \$25,000 in CDBG working capital. Established in Oswego in 2012, it is a mixed martial arts studio or school. The business was shut down in March with some of the staff able to continue remote lessons. Dominion Martial Arts has lost a significant number of students and is grossing less than 50% of their monthly average revenue. They are very concerned about heading into their slow season in July and August after a punishing March through June. Dominion Martial Arts will use CDBG Downstate funds for payroll and other working capital expenses. They hope to free up funds to invest in safety equipment, such as a mat cleaner.

- 4) FIVECO, Inc., dba C-Tec Industries
131 Kirkland Circle, Oswego IL 60543
Owned by: Brad Lancken; attended physically.

FIVECO Inc., dba C-Tec Industries is requesting \$25,000 in CDBG working capital. Located in Oswego since 1999, C-Tec Industries manufactures and sources waste recycling and reduction requirements. C-Tec Industries has had to lay-off over 90% of their staff due to the COVID-19 closure and suspend most operations due to lack of demand. C-Tec Industries has had a significant decrease in net income due to the COVID-19 slow down, including a 39% decrease in net income in April compared to April 2019 and a 29% decrease in May. C-Tec Industries plans to use an award to pay for operational fixed/variable costs, such as payroll, and to restore on-hand inventory levels, and equipment.

There were no public comments, email comments, Zoom meeting comments or phone comments. There was no one else who requested to speak; the Public Hearing was closed at 7:36 p.m.

K.2 Resolutions of Support for Downstate Small Business Stabilization Applications

- a) Village of Oswego Resolution of Support for All American Male, Inc. dba The Prom Shoppe/Bella-Gia **Resolution No. 20-R-59**
- b) Village of Oswego Resolution of Support for DeMont Guitars LLC **Resolution No. 20-R-60**
- c) Village of Oswego Resolution of Support for Dominion Martial Arts LLC **Resolution No. 20-R-61**
- d) Village of Oswego Resolution of Support for FIVECO, Inc. dba C-Tec Industries **Resolution No. 20-R-62**

Information and discussion on this item were covered in K.1 of the Public Hearing. Trustee Thomas thanked Director Cole; fantastic job.

- a) Village of Oswego Resolution of Support for All American Male, Inc. dba The Prom Shoppe/Bella-Gia **Resolution No. 20-R-59**

A motion was made by Trustee Marter II and seconded by Trustee Sollinger to approve a Village of Oswego Resolution of Support for All American Male, Inc. dba The Prom Shoppe/Bella-Gia.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

- b) Village of Oswego Resolution of Support for DeMont Guitars LLC **Resolution No. 20-R-60**

A motion was made by Trustee Perez and seconded by Trustee Marter II to approve a Village of Oswego Resolution of Support for DeMont Guitars LLC.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

c) Village of Oswego Resolution of Support for Dominion Martial Arts LLC **Resolution No. 20-R-61**

A motion was made by Trustee Thomas and seconded by Trustee Olson to approve a Village of Oswego Resolution of Support for Dominion Martial Arts LLC.

Aye: James Marter II Terry Olson
 Pam Parr Luis Perez
 Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

d) Village of Oswego Resolution of Support for FIVECO, Inc. dba C-Tec Industries **Resolution No. 20-R-62**

A motion was made by Trustee Parr and seconded by Trustee Olson to approve a Village of Oswego Resolution of Support for FIVECO, Inc. dba C-Tec Industries.

Aye: James Marter II Terry Olson
 Pam Parr Luis Perez
 Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

K.3 Resolution Authorizing Execution of a Professional Service Agreement with Engineering Enterprises, Inc., Sugar Grove, Illinois, for the Lead Service Line Replacement Program in the Amount Not to Exceed \$47,379.00. **Resolution No. 20-R-63**

Asst. Public Works Director of Utilities, Zasada addressed the Board regarding the lead service replacement program. The Village has also budgeted \$120,000 to replace lead services in FY21. Staff is assuming a cost estimate of \$10,000 - \$15,000, to be split evenly between the private and public portions. However, actual costs could vary significantly, due to variability in the length of lines and complexities involved to get to the meter location for each house.

Board and staff discussion focused on 50/50 split on costs; taking care of the entire cost; five homes with twelve homes left that are questionable; will take care of them in next year's budget; private to public replacements. There was no further discussion.

A motion was made by Trustee Marter II and seconded by Trustee Olson to approve a Resolution Authorizing Execution of a Professional Service Agreement with Engineering Enterprises, Inc., Sugar Grove, Illinois, for the Lead Service Line Replacement Program in the Amount Not to Exceed \$47,379.00.

Aye: James Marter II Terry Olson
 Pam Parr Luis Perez
 Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

K.4 Resolution Authorizing the FY2021 Budgeted Purchases of Three Vehicles and Equipment: Rebuild One (1) 2004 Sterling Acterra Through Swenson Truck Equipment in the Amount Not to Exceed \$32,918; Purchase One (1) 2019 Chevrolet Silverado 4500 with Utility Box, from

Haggerty Fleet and Commercial in the Amount Not to Exceed \$57,728 and Purchase One (1) Crane Through Regional Truck Equipment in the Amount Not to Exceed \$18,219 for a Total Amount Not to Exceed \$75,947; and Rebuild One (1) 2005 Sterling Acterra Through Monroe Truck and Equipment in the Amount Not to Exceed \$66,837 for a Grand Total Not to Exceed \$175,702. **Resolution No. 20-R-64**

Fleet Supervisor, Bavuso addressed the Board regarding fleet purchases for Public Works. The Village Board approved \$477,905 for purchase/modification of Public Works vehicles in FY21. In response to potential budget impacts from COVID-19, staff has re-evaluated these purchases and made the following recommendations:

Vehicle	Description	Budget Amount	Purchase Amount	Cost Savings	Recommendation
PW04	Partial cost of FY20 purchase of dump truck	\$ 78,905	\$78,905	\$ 0.00	Truck delivered 6/9/20
PW05	Rebuild body with swap loader	\$118,000	\$ 0.00	(\$118,000)	Defer – reconsider in FY22
PW10	Rebuild body with anti-ice equip.	\$ 67,000	\$32,918	(\$34,082)	Implement now
PW124	Replace truck w/ crane truck	\$ 80,000	\$75,947	(\$4,053)	Implement now – fund from transfer from Water & Sewer
PW16	Rebuild truck	\$ 67,000	\$ 0.00	(\$67,000)	Defer – reconsider in FY22
PW18	Rebuild truck	\$ 67,000	\$66,837	(\$163)	Implement now
Total		\$477,905	\$254,607	(\$223,298)	

Staff recommended deferring \$185,000 until FY22 and delaying the rebuild of two vehicles for FY21. Upgrades to both PW05 and PW18 may be delayed this fiscal year. Staff also worked with several vendors to obtain best pricing on the rebuild of two trucks and the purchase of a new truck. This resulted in an additional cost savings of \$38,298 resulting in a total of \$175,704 for the three vehicles. Total overall cost savings for FY21 is \$223,298.

Board and staff discussion focused on the 2019 utility vehicle is new, but it is last year’s model; same warranty; will be used as the primary lift pump maintenance vehicle; have used the fire department or sub-contracted in the past; more affordable option; fleet supervisor has been pushing for rebuilds; only delaying or deferring two vehicles; over \$300,000 in savings over the past couple weeks; forecasting out what Public Works can do; always refining; rebuilding truck, cab and chassis; much of the repairs will be done in the Public Works shop; six month turnaround for rebuild; last rebuild took 14 months; need purchase order before work can begin; not leaving Public Works short on equipment and vehicles. There was no further discussion.

A motion was made by Trustee Thomas and seconded by Trustee Parr to approve a Resolution Authorizing the FY2021 Budgeted Purchases of Three Vehicles and Equipment: Rebuild One (1) 2004 Sterling Acterra Through Swenson Truck Equipment in the Amount Not to Exceed \$32,918; Purchase One (1) 2019 Chevrolet Silverado 4500 with Utility Box, from Haggerty Fleet and Commercial in the Amount Not to Exceed \$57,728 and Purchase One (1) Crane Through Regional Truck Equipment in the Amount Not to Exceed \$18,219 for a Total Amount Not to Exceed \$75,947;

and Rebuild One (1) 2005 Sterling Acterra Through Monroe Truck and Equipment in the Amount Not to Exceed \$66,837 for a Grand Total Not to Exceed \$175,702.00.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

**K.5 Ordinance granting a Special Use Permit Amendment to Allow for the Addition of a New Building and Associated Site Improvements for Comcast Located at 2701 Route 34.
Ordinance No. 20-30**

There was no discussion.

A motion was made by Trustee Marter II and seconded by Trustee Perez to approve an Ordinance granting a Special Use Permit Amendment to Allow for the Addition of a New Building and Associated Site Improvements for Comcast Located at 2701 Route 34.

Aye: James Marter II Terry Olson
Pam Parr Luis Perez
Judy Sollinger Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

PRESIDENT’S REPORT

- PrairieFest has been canceled; will be bigger and better in 2021
- Drive-in movie at Raging Waves waterpark is on June 25th; \$5 per vehicle; the event is sold out.
- Phase 4 starts on June 26th
- Amphitheater/Entertainment Venue open house is on July 1st from 4pm-7pm at Village Hall; social distancing will be implemented; if you can’t make it to the open house, same questions and pictures will be available on the Village’s website
- Fireworks are being held on July 4th; Village will be closed on Friday, July 3rd in observance of the 4th
- New email and text notification system offers messaging to Village residents and businesses to help communicate urgent information in emergency situations, as well as, helpful and time sensitive reminders such as brush pick-up. Go to the Village’s website and click on “Email Alerts” in the middle of the homepage; can pick and choose what to be alerted about

TRUSTEE REPORTS

Trustee Perez- thank you to President Parlier for his statement at the last Board meeting; Village Board should also take bias training; can’t wait for next Phase.

Trustee Thomas- Phase 4 is right around the corner; fluid issue; come together; social distancing; businesses welcoming Phase 4; support needs to continue.

Trustee Olson- support local businesses; complete the census; look out for bicycles and motorcycles.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Perez and seconded by Trustee Olson to adjourn the meeting.

Aye: James Marter II	Terry Olson
Pam Parr	Luis Perez
Judy Sollinger	Brian Thomas

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

The meeting was adjourned at 8:01 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: July 14, 2020
SUBJECT: 113 Main LLC Liquor License

ACTION REQUESTED:

Consideration to approve a Class “C” liquor license for 113 Main LLC located at 113 Main Street.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

N/A

DISCUSSION:

113 Main LLC has applied for a Class “C” restaurant liquor license. A Class “C” liquor license authorizes the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a restaurant. The restaurant must receive more than fifty percent (50%) of its gross revenue from the sale of food.

The attached ordinance is requesting an increase of a Class “C” liquor license for 113 Main LLC. They will be subject to all sales tax and food and beverage tax as defined by Title 3 Chapter 36 of Village Code. All required occupancy permits shall be obtained from the Village of Oswego and a State issued liquor license shall be obtained from the Illinois Liquor Commission prior to release of the Village issued liquor license.

Satisfactory background checks have been received.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to increase a Class “C” liquor license for 113 Main LLC located at 113 Main Street.

ATTACHMENTS:

- Ordinance

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Alcoholic Beverages
(113 Main LLC, 113 Main Street, Oswego IL; Increase Class “C” Liquor License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 14th day of July 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on July __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

**Alcoholic Beverages
(113 Main LLC, 113 Main Street, Oswego IL; Increase Class “C” Liquor License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, 113 Main LLC applied for a Class “C” liquor license which authorizes the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a restaurant and must receive more than fifty percent (50%) of its gross revenue from the sale of food; and

WHEREAS, all required permits, registrations and licenses shall be obtained from the Village of Oswego and a State issued liquor license shall be obtained from the Illinois Liquor Control Commission prior to release of the Village issued liquor license; and

WHEREAS, 113 Main LLC shall be subject to all Sales Tax and Food & Beverage Tax.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “C” liquor licenses from seventeen (17) to eighteen (18) licenses. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than five (5) Class A-1 licenses in effect at any one time.
There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
There shall be no more than three (3) Class A-3 licenses in effect at any one time.
There shall be no more than eighteen (18) Class B-1 licenses in effect at any one time.
There shall be no more than zero (0) Class B-2 licenses in effect at any one time.
There shall be no more than eighteen (18) Class C licenses in effect at any one time.
There shall be no more than four (4) Class D licenses in effect at any one time.
There shall be no more than two (2) Class E licenses in effect at any one time.
There shall be no more than four (4) Class F-1 licenses in effect at any one time.
There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
There shall be no more than zero (0) Class G license in effect at any one time.
There shall be no more than zero (0) Class H license in effect at any one time.
There shall be no more than zero (0) Class I license in effect at any one time.
There shall be no more than zero (0) Class J license in effect at any one time.
There shall be no more than one (1) Class K license in effect at any one time.
There shall be no more than one (1) Class L license in effect at any one time.
There shall be no more than zero (0) Class M license in effect at any one time.
There shall be no more than two (2) Class N license in effect at any one time.
There shall be no more than one (1) Class O license in effect at any one time.
There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois
this 14th day of July 2020.

JAMES MARTER _____

LUIS PEREZ _____

TERRY OLSON _____

JUDY SOLLINGER _____

PAM PARR _____

BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

Alcoholic Beverages
(113 Main LLC, 113 Main Street, Oswego IL; Increase Class "C" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, approved by the Village President on 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: July 14, 2020

SUBJECT: Waiving of Class L Liquor License Fees

ACTION REQUESTED:

Consideration to approve the waiving of liquor license fees for Class L license holders.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

A Class “L” Large Event Venue liquor license authorizes the sale of alcoholic beverages for consumption on the premises; allows the sale of wine or beer in their original package for consumption off the premises and allows for consumption on the premises of alcoholic beverages carried into the venue by a patron. License holders for this classification can hold no more than seven (7) class A events (1,000+ daily guests) in any calendar year; no more than twelve (12) class B events (500 to 999 daily guests) in any calendar year; and no more than twenty-five (25) class C events (250 to 499 daily guests) in any calendar year. There is no restriction on the number of class D events (less than 250 daily guests). The annual fee for a Class “L” liquor license is \$2,050.00. There is currently one Class L liquor license holder, Arranmore Farm & Polo Club.

DISCUSSION:

Due to the COVID-19 pandemic and the guidelines provided by the Illinois Department of Commerce & Economic Opportunity (DCEO) and the Illinois Department of Public Health (IDPH), even in Phase 4, license holders of a Class “L” liquor license will be severely limited on the types of events that can be held while still having the ability to be a viable business. Majority

of the events, if not all events, have an alcoholic beverage component. Based on the current pandemic and its affect on businesses with a Class “L” liquor license, staff is recommending the annual liquor license fee of \$2,050.00 be waived for license year May 1, 2020 through April 30, 2021. Licenses will still be valid, but the license holders will not be allowed to purchase or sell alcohol or allow alcoholic beverages to be brought onto the premises absent payment of the license fee. Should license holders schedule an event that would include the sale or consumption of alcohol, the full license fee must be paid. Staff will remain in contact with license holders and monitor conditions ahead of next year’s renewal.

RECOMMENDATION:

Staff is recommending the approval of a waiver of fees for license holders with a Class “L” liquor license.

ATTACHMENTS:



AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: July 14, 2020
SUBJECT: Comcast Enterprise Business Services - Metro Ethernet Contract Renewal

ACTION REQUESTED:

Resolution authorizing the execution of a contract with Comcast Enterprise Business Services for a Renewal of Ethernet Network Services, Ethernet Dedicated Internet, and Ethernet Private Line in the amount of \$5,297.00 per month for a five-year contract.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
11/15/2016	Village Board	Resolution 16-R-84 - Approved
10/18/2011	Village Board	Resolution 11-R-40 - Approved

DEPARTMENT: Information Technology

SUBMITTED BY: Joe Renzetti, IT/GIS Director

FISCAL IMPACT:

The information technology budget includes a line item of \$63,935 for communication infrastructure expense and a line item of \$45,000 for IT services. The proposed contract renewal is \$5,297.00 per month (\$63,564 annually) for a five-year renewal of Comcast Enterprise Business Ethernet for the Village of Oswego. The Village’s current monthly bill is typically around: \$5,320.00 (63,840 annually) including tax. 23% of the monthly recurring is tax or about \$995.00. 46% of this tax is UCC (Universal Connectivity Charges) or about \$460.00. With this current renewal, Comcast will be removing the UCC fees which we estimate on the new bill will be around \$560.00/month. Comcast will also be eliminating the equipment rental fees of \$139.00/mo. Making the new bill to be about \$5,955.00/month (\$71,460 annually) which includes tax. This will be an overage in the communication infrastructure line item of \$4,958 for this fiscal year. The IT department budget will cover this overage from the IT services line item.

BACKGROUND:

The Village uses Comcast’s fiber not only for internet, but for connectivity to all three Village facilities, and a point to point fiber line from the Oswego Police Department to Kencom’s Public Safety Dispatch Center in Yorkville.

The Village of Oswego has been utilizing Comcast Metro Ethernet since 2011. Over the years, the Village has increased the bandwidth due to higher requirements. Currently, the Village facilities have a 200Mbps Ethernet Network Services (ENS) connection and 1 gigabyte of Ethernet Dedicated Internet (EDI) connection. Along with these connections, Comcast also supplies the Police Department a 50Mbps Ethernet Private Line (EPL) to Kencom.

Just recently, the Village increased the EDI to 1 gigabyte to accommodate the teleworkers connection back to the Village’s network.

DISCUSSION:

The Village has been negotiating with Comcast for the last several months to increase the bandwidth to our other facilities at a lower cost. Internet is crucial to our everyday business. The Village relies heavily on stable and secure connections not only to other Village facilities, but also with cloud-based solutions. The negotiated renewal will increase our services while eliminating equipment fees and removing the UCC fees from the contract.

The Village currently pays Comcast \$5,320.00/mo (including taxes) for the following services:

- 1,000 (1 Gbps) Megabytes of Internet access
- 200 Megabyte connection to both Police and Public Works
- 50 Megabyte connection to the County for KenCom.

As a comparison, the proposed five-year renewal would provide the following services for \$5,955.00/mo (including taxes):

- 1,000 (1 Gbps) Mbps of Internet connection
- 1,000 (1 Gpbs) Mbps connection to both Police and Public Works
- 200 MB connection to KenCom

The increased bandwidth will be especially important with the additional cloud-based solutions coming online in the next few months, including the ERP for Public Works, GIS hosted solutions, and Squad Car connectivity back to the Village’s network and out the point to point to Kencom.

Comcast has a 99.9 percent uptime, and the Village has been very pleased with the services during our tenure with them.

RECOMMENDATION:

Staff recommends the Board approve to renew the Ethernet Network Services (ENS), Ethernet Dedicated Internet (EDI), and Ethernet Private Line (EPL) in the amount of \$5,297.00 per month for a five-year contract.

ATTACHMENTS:

- Approval of a Resolution Authorizing the Village Administrator to enter into an agreement with Comcast Enterprise Business Services for a Renewal of Ethernet Network Services, Ethernet Dedicated Internet, and Ethernet Private Line in the amount of \$5,297.00 per month for a five-year contract.
- Exhibit A - Contract Renewal/Upgrade form and Master Service Level Agreement from Comcast Enterprise Business Services - Metro Ethernet

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COMCAST ENTERPRISE BUSINESS SERVICES FOR A RENEWAL OF ETHERNET NETWORK SERVICES, ETHERNET DEDICATED INTERNET, AND ETHERNET PRIVATE LINE IN THE AMOUNT OF \$5,297.00 PER MONTH FOR A FIVE-YEAR CONTRACT.

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with Comcast Enterprise Business Services and, the Village Administrator is authorized and directed to execute on behalf of the Village of Oswego a contract with Comcast Enterprise Business Services for a renewal of Ethernet Network Services, Ethernet Dedicated Internet, and Ethernet Private Line in the amount of \$5,297.00 per month for a five-year contract substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COMCAST ENTERPRISE BUSINESS SERVICES FOR A RENEWAL OF ETHERNET NETWORK SERVICES, ETHERNET DEDICATED INTERNET, AND ETHERNET PRIVATE LINE IN THE AMOUNT OF \$5,297.00 PER MONTH FOR A FIVE-YEAR CONTRACT.

which Resolution was duly adopted by said Board of Trustees at a meeting held on the ___ day of _____ 2020, and thereafter approved by the Village President on the ___ day of _____ 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



Dedicated Internet Village of Oswego



Quote date: 6-25-2020

Service Description	Transport	Location A	Location B	Term	Bandwidth	Proposed monthly recurring	Circuit
Ethernet Dedicated Internet	Fiber	100 Parkers Mill PI		60 months	1G	\$1,650.00	Existing Fiber
Ethernet Network Service	Fiber	100 Parkers Mill PI		60 months	1G	\$703.50	Existing Fiber
ENS Port	Fiber	100 Parkers Mill PI		60 months	N/A	\$227.50	Existing Fiber
ENS Network Service	Fiber	100 Theodore		60 months	1G	\$703.50	Existing Fiber
ENS Port	Fiber	100 Theodore		60 months	N/A	\$227.50	Existing Fiber
ENS Network Service	Fiber	3355 Wooley		60 months	1G	\$703.50	Existing Fiber
ENS Port	Fiber	3355 Wooley		60 months	N/A	\$227.50	Existing Fiber
Ethernet Prival Line	Fiber	1102 Cornell	3355 Wooley	60 months	200 Mbps	\$676.08	Existing Fiber
EPL Port	Fiber	1102 Cornell		60 months	N/A	\$88.96	Existing Fiber
EPL Port	Fiber	3355 Wooley		60 months	N/A	\$88.96	Existing Fiber
Total MRC						\$5,297.00	

***Add Managed Router to any Ethernet Dedicated Internet location for \$135/month**

ABOUT COMCAST FIBER SOLUTION:

- * 100% wholly owned Comcast fiber.
- * Multiple diverse NOCs monitor 24/7/365.
- * Local account team, billing sales and service.
- * Quote valid for 30 days.

*** Quote proprietary, confidential, and budgetary**

Quote by: Josh Cohen, josh_cohen@comcast.com 847-800-9967

**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT FOR GSA CUSTOMERS (MSA)**

MSA ID#:IL-226465-mazad	MSA Term: 60 months	Customer Name: Village of Oswego
-------------------------	---------------------	----------------------------------

CUSTOMER INFORMATION

Primary Contact: Joe Renzetti	<u>Primary Contact Address Information</u>
Title: GIS/IT Coordinator	Address 1:100 Parkers Mill Pl
Phone: (630) 554-3033	Address 2:
Cell: (630) 551-2331	City: Oswego
Fax:	State: IL
Email: jrenzetti@oswegoil.org	Zip Code: 60543

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page For GSA Customers ("Cover Page"), the Enterprise Services General Terms and Conditions For GSA Customers ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions for GSA Customers. The General Terms and Conditions, PSAs, the High-Speed Internet for Business Acceptable Use Policy ("AUP") and the High-Speed Internet for Business Privacy Policy (Privacy Policy") are attached hereto and are located at the following or successor URL:

https://www.gsaadvantage.gov/advantage/contractor/contractor_detail.do?mapName=/s/search/&contractNumber=GS-35F-184BA

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep:
Name:	Sales Rep Email:
Title:	Region:
Date:	Division:

MSA ID#: IL-226465-mazad

SO ID#: IL-226465-mazad-15902474

Account Name: Village of Oswego

CUSTOMER INFORMATION (for notices)

Primary Contact: <u>Joe Renzetti</u> Title: <u>IT/GIS Manager</u> Address 1: <u>100 Parkers Mill Road</u> Address 2: _____ City: <u>Oswego</u> State: <u>IL</u> Zip: <u>60543</u> Phone: <u>630-551-2331</u> Cell: _____ Fax: _____ Email: <u>jrenzetti@oswegoil.org</u>	Billing Account Name: <u>Village of Oswego</u> Billing Name (3rd Party Accounts): _____ Billing Contact: <u>Joe Renzetti</u> Title: <u>IT/GIS Manager</u> Phone: <u>630-551-2331</u> Cell: _____ Fax: _____ Email: <u>jrenzetti@oswegoil.org</u>	INVOICE ADDRESS Address 1: <u>100 Parkers Mill Road</u> Address 2: _____ City: <u>Oswego</u> State: <u>IL</u> Zip Code: <u>60543</u> Tax Exempt: <u>Yes</u> <small>* If Yes, please provide and attach all applicable tax exemption certificates</small>
--	---	---

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): <u>60</u>	
SUMMARY OF SERVICE CHARGES*	
Current Monthly Recurring Charges:	\$4,182.21
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$4,182.21
Change Monthly Recurring Charges:	\$1,114.79
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$1,114.79
Total Monthly Recurring Charges:	\$5,297.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$5,297.00
SUMMARY OF STANDARD INSTALLATION FEES*	
Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00
SUMMARY OF CUSTOM INSTALLATION FEES*	
Total Custom Installation Fee:	\$0.00
SUMMARY OF MONTHLY EQUIPMENT FEES*	
Current Services Equipment Fee Monthly Recurring Charges:	\$139.80
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$139.80
Change Services Equipment Fee Monthly Recurring Charges:	-\$139.80
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	-\$139.80
Total Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Josh Cohen
Name:	Name:	Sales Rep E-Mail:	josh_cohen@comcast.com
Title:	Title:	Region:	Chicago
Date:	Date:	Division:	Central

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: **Village of Oswego**

Date: **6/26/2020**

MSA ID#: **IL-226465-mazad**

SO ID#: **IL-226465-mazad-15902474**

Short Description of Service: Upgrade EPL and ENS with 60 month renewal

Service Term: **60 MONTHS**

PAGE 2 of X

								Solution Charges		
Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	No Change	EDI - Network Interface - Gig E	Port	Village of Oswego - 100 Parkers M	-	Interstate	1	\$0.00	\$0.00
002	Renew	No Change	EDI - Bandwidth	1000 Mbps	Village of Oswego - 100 Parkers M	-	Interstate	1	\$0.00	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Village of Oswego - 1102 Cornell /	-	Intrastate	1	(\$55.94)	\$0.00
005	Renew	Remove	EPL - Basic Network Bandwidth	50 Mbps	Village of Oswego - 1102 Cornell /	Village of Oswego - 3355 Wooley / 33	Intrastate	1	(\$249.86)	\$0.00
006	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	-	Village of Oswego - 3355 Wooley / 33	Intrastate	1	(\$55.94)	\$0.00
007	Renew	Remove	Ethernet Network Interface - Gig E	Port	Village of Oswego - 3355 Wooley /	-	Intrastate	1	(\$242.41)	\$0.00
008	Renew	Remove	ENS - Basic Network Bandwidth	200 Mbps	Village of Oswego - 3355 Wooley /	-	Intrastate	1	(\$481.08)	\$0.00
009	Renew	Remove	Ethernet Network Interface - Gig E	Port	Village of Oswego - 100 Theodore	-	Intrastate	1	(\$242.41)	\$0.00
010	Renew	Remove	ENS - Basic Network Bandwidth	200 Mbps	Village of Oswego - 100 Theodore	-	Intrastate	1	(\$481.08)	\$0.00
011	Renew	Remove	Ethernet Network Interface - Gig E	Port	Village of Oswego - 100 Parkers M	-	Intrastate	1	(\$242.41)	\$0.00
012	Renew	Remove	ENS - Basic Network Bandwidth	200 Mbps	Village of Oswego - 100 Parkers M	-	Intrastate	1	(\$481.08)	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	Renew	Add	Ethernet Network Interface - Gig E	Port	Village of Oswego - 1102 Cornell /	-	Intrastate	1	\$227.50	\$0.00
015	Renew	Add	EPL - Basic Network Bandwidth	200 Mbps	Village of Oswego - 1102 Cornell /	Village of Oswego - 3355 Wooley / 33	Intrastate	1	\$399.00	\$0.00
016	Renew	Add	Ethernet Network Interface - Gig E	Port	-	Village of Oswego - 3355 Wooley / 33	Intrastate	1	\$227.50	\$0.00
017	Renew	Add	Ethernet Network Interface - Gig E	Port	Village of Oswego - 3355 Wooley /	-	Intrastate	1	\$227.50	\$0.00
018	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Village of Oswego - 3355 Wooley /	-	Intrastate	1	\$703.50	\$0.00
019	Renew	Add	Ethernet Network Interface - Gig E	Port	Village of Oswego - 100 Theodore	-	Intrastate	1	\$227.50	\$0.00
020	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Village of Oswego - 100 Theodore	-	Intrastate	1	\$703.50	\$0.00
021	Renew	Add	Ethernet Network Interface - Gig E	Port	Village of Oswego - 100 Parkers M	-	Intrastate	1	\$227.50	\$0.00
022	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	Village of Oswego - 100 Parkers M	-	Intrastate	1	\$703.50	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00
* Services Location Details attached									Charges are Exclusive of Equipment Fees	
PAGE 2 SUBTOTAL:									\$1,114.79	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 3 of X

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
051	-	-	-	-	-	-	-	-	\$0.00	\$0.00
052	-	-	-	-	-	-	-	-	\$0.00	\$0.00
053	-	-	-	-	-	-	-	-	\$0.00	\$0.00
054	-	-	-	-	-	-	-	-	\$0.00	\$0.00
055	-	-	-	-	-	-	-	-	\$0.00	\$0.00
056	-	-	-	-	-	-	-	-	\$0.00	\$0.00
057	-	-	-	-	-	-	-	-	\$0.00	\$0.00
058	-	-	-	-	-	-	-	-	\$0.00	\$0.00
059	-	-	-	-	-	-	-	-	\$0.00	\$0.00
060	-	-	-	-	-	-	-	-	\$0.00	\$0.00
061	-	-	-	-	-	-	-	-	\$0.00	\$0.00
062	-	-	-	-	-	-	-	-	\$0.00	\$0.00
063	-	-	-	-	-	-	-	-	\$0.00	\$0.00
064	-	-	-	-	-	-	-	-	\$0.00	\$0.00
065	-	-	-	-	-	-	-	-	\$0.00	\$0.00
066	-	-	-	-	-	-	-	-	\$0.00	\$0.00
067	-	-	-	-	-	-	-	-	\$0.00	\$0.00
068	-	-	-	-	-	-	-	-	\$0.00	\$0.00
069	-	-	-	-	-	-	-	-	\$0.00	\$0.00
070	-	-	-	-	-	-	-	-	\$0.00	\$0.00
071	-	-	-	-	-	-	-	-	\$0.00	\$0.00
072	-	-	-	-	-	-	-	-	\$0.00	\$0.00
073	-	-	-	-	-	-	-	-	\$0.00	\$0.00
074	-	-	-	-	-	-	-	-	\$0.00	\$0.00
075	-	-	-	-	-	-	-	-	\$0.00	\$0.00
076	-	-	-	-	-	-	-	-	\$0.00	\$0.00
077	-	-	-	-	-	-	-	-	\$0.00	\$0.00
078	-	-	-	-	-	-	-	-	\$0.00	\$0.00
079	-	-	-	-	-	-	-	-	\$0.00	\$0.00
080	-	-	-	-	-	-	-	-	\$0.00	\$0.00
081	-	-	-	-	-	-	-	-	\$0.00	\$0.00
082	-	-	-	-	-	-	-	-	\$0.00	\$0.00
083	-	-	-	-	-	-	-	-	\$0.00	\$0.00
084	-	-	-	-	-	-	-	-	\$0.00	\$0.00
085	-	-	-	-	-	-	-	-	\$0.00	\$0.00
086	-	-	-	-	-	-	-	-	\$0.00	\$0.00
087	-	-	-	-	-	-	-	-	\$0.00	\$0.00
088	-	-	-	-	-	-	-	-	\$0.00	\$0.00
089	-	-	-	-	-	-	-	-	\$0.00	\$0.00
090	-	-	-	-	-	-	-	-	\$0.00	\$0.00
091	-	-	-	-	-	-	-	-	\$0.00	\$0.00
092	-	-	-	-	-	-	-	-	\$0.00	\$0.00
093	-	-	-	-	-	-	-	-	\$0.00	\$0.00
094	-	-	-	-	-	-	-	-	\$0.00	\$0.00
095	-	-	-	-	-	-	-	-	\$0.00	\$0.00
096	-	-	-	-	-	-	-	-	\$0.00	\$0.00
097	-	-	-	-	-	-	-	-	\$0.00	\$0.00
098	-	-	-	-	-	-	-	-	\$0.00	\$0.00
099	-	-	-	-	-	-	-	-	\$0.00	\$0.00
100	-	-	-	-	-	-	-	-	\$0.00	\$0.00
101	-	-	-	-	-	-	-	-	\$0.00	\$0.00
102	-	-	-	-	-	-	-	-	\$0.00	\$0.00
PAGE 3 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

PAGE 4 of X

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
103	-	-	-	-	-	-	-	-	\$0.00	\$0.00
104	-	-	-	-	-	-	-	-	\$0.00	\$0.00
105	-	-	-	-	-	-	-	-	\$0.00	\$0.00
106	-	-	-	-	-	-	-	-	\$0.00	\$0.00
107	-	-	-	-	-	-	-	-	\$0.00	\$0.00
108	-	-	-	-	-	-	-	-	\$0.00	\$0.00
109	-	-	-	-	-	-	-	-	\$0.00	\$0.00
110	-	-	-	-	-	-	-	-	\$0.00	\$0.00
111	-	-	-	-	-	-	-	-	\$0.00	\$0.00
112	-	-	-	-	-	-	-	-	\$0.00	\$0.00
113	-	-	-	-	-	-	-	-	\$0.00	\$0.00
114	-	-	-	-	-	-	-	-	\$0.00	\$0.00
115	-	-	-	-	-	-	-	-	\$0.00	\$0.00
116	-	-	-	-	-	-	-	-	\$0.00	\$0.00
117	-	-	-	-	-	-	-	-	\$0.00	\$0.00
118	-	-	-	-	-	-	-	-	\$0.00	\$0.00
119	-	-	-	-	-	-	-	-	\$0.00	\$0.00
120	-	-	-	-	-	-	-	-	\$0.00	\$0.00
121	-	-	-	-	-	-	-	-	\$0.00	\$0.00
122	-	-	-	-	-	-	-	-	\$0.00	\$0.00
123	-	-	-	-	-	-	-	-	\$0.00	\$0.00
124	-	-	-	-	-	-	-	-	\$0.00	\$0.00
125	-	-	-	-	-	-	-	-	\$0.00	\$0.00
126	-	-	-	-	-	-	-	-	\$0.00	\$0.00
127	-	-	-	-	-	-	-	-	\$0.00	\$0.00
128	-	-	-	-	-	-	-	-	\$0.00	\$0.00
129	-	-	-	-	-	-	-	-	\$0.00	\$0.00
130	-	-	-	-	-	-	-	-	\$0.00	\$0.00
131	-	-	-	-	-	-	-	-	\$0.00	\$0.00
132	-	-	-	-	-	-	-	-	\$0.00	\$0.00
133	-	-	-	-	-	-	-	-	\$0.00	\$0.00
134	-	-	-	-	-	-	-	-	\$0.00	\$0.00
135	-	-	-	-	-	-	-	-	\$0.00	\$0.00
136	-	-	-	-	-	-	-	-	\$0.00	\$0.00
137	-	-	-	-	-	-	-	-	\$0.00	\$0.00
138	-	-	-	-	-	-	-	-	\$0.00	\$0.00
139	-	-	-	-	-	-	-	-	\$0.00	\$0.00
140	-	-	-	-	-	-	-	-	\$0.00	\$0.00
141	-	-	-	-	-	-	-	-	\$0.00	\$0.00
142	-	-	-	-	-	-	-	-	\$0.00	\$0.00
143	-	-	-	-	-	-	-	-	\$0.00	\$0.00
144	-	-	-	-	-	-	-	-	\$0.00	\$0.00
145	-	-	-	-	-	-	-	-	\$0.00	\$0.00
146	-	-	-	-	-	-	-	-	\$0.00	\$0.00
147	-	-	-	-	-	-	-	-	\$0.00	\$0.00
148	-	-	-	-	-	-	-	-	\$0.00	\$0.00
149	-	-	-	-	-	-	-	-	\$0.00	\$0.00
150	-	-	-	-	-	-	-	-	\$0.00	\$0.00
151	-	-	-	-	-	-	-	-	\$0.00	\$0.00
152	-	-	-	-	-	-	-	-	\$0.00	\$0.00
153	-	-	-	-	-	-	-	-	\$0.00	\$0.00
PAGE 4 SUBTOTAL:									\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/26/2020 MSA ID#: IL-226465-mazad SO ID#: IL-226465-mazad-15902474 Account Name: Village of Oswego

PAGE 5 of X

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Village of Oswego - 1102 Co	1102 Cornell Lane		Yorkville	IL	60560	\$0.00	Joe Renzetti	630-554-3033	jrenzetti@oswegoil.org	Yes
2	Village of Oswego - 3355 Wo	3355 Wooley Road		Oswego	IL	60543	\$0.00	Joe Renzetti	630-554-3033	jrenzetti@oswegoil.org	Yes
3	Village of Oswego - 100 The	100 Theodore Drive		Oswego	IL	60543	\$0.00	Joe Renzetti	630-554-3033	jrenzetti@oswegoil.org	Yes
4	Village of Oswego - 100 Park	100 Parkers Mill Place		Oswego	IL	60543	\$0.00	Joe Renzetti	630-554-3033	jrenzetti@oswegoil.org	Yes
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37											



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/26/2020

MSA ID#: IL-226465-mazad

SO ID#: IL-226465-mazad-15902474

Account Name: Village of Oswego

PAGE 6 of X

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
40											
41											
42											
43											
44											
45											
46											
47											
48											
49											
50											
51											
52											
53											
54											
55											
56											
57											
58											
59											
60											
61											
62											
63											
64											
65											
66											
67											
68											
69											
70											
71											
72											
73											
74											
75											
76											
77											
78											
79											
80											



COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 6/26/2020

MSA ID#: IL-226465-mazad

SO ID#: IL-226465-mazad-15902474

Account Name: Village of Oswego

Service Term: 60 MONTHS

PAGE 7 of X

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges																								
																											Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees																						
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																					
2																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
3																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
4																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
5																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
6																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
7																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
8																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
9																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
10																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
11																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
12																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
13																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
14																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
15																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
16																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
17																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
18																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
19																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
20																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
21																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
22																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
23																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
24																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
25																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
26																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
27																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
28																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
29																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
30																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
31																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
32																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
33																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
34																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
35																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
36																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
37																										\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																				
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00														\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: July 14, 2020

SUBJECT: Sanitary Sewer Inspection Program FY2021

ACTION REQUESTED:

Approve a resolution authorizing the renewal of an agreement with RJN Group, Inc. for the management services of the sanitary sewer inspection project in the amount not to exceed \$45,550.00.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
5/28/2019	Village Board Meeting	Approved Resolution 19-R-43 authorizing the execution of an agreement with RJN Group, Inc. for the management services of the sanitary sewer inspection project in the amount not to exceed \$34,925.00 for a one-year contract with the Village option to extend the contract for two more years.

DEPARTMENT: Public Works

SUBMITTED BY: Timothy A. Zasada, Assistant Public Works Director – Utility

FISCAL IMPACT:

FY2021 Budget: Water and Sewer Capital Improvement Fund, Utility System Improvements (Acct #5106070-574000) - \$180,000.00.

BACKGROUND:

The Village sanitary sewer inspection, cleaning and, lining program is a proactive program. It prioritizes and identifies corrective actions such as debris removal, grease or root abatement, repair and replacement recommendation prior to sanitary overflows and backups. Sanitary sewers where known inflow and infiltration problems occur are televised to determine whether pipes can be lined to eliminate these problems. RJN Group, Inc. is a nationally recognized leader in sewer collection systems and specializes in inspecting, studying, analyzing, and designing

sewer systems. In their 44-year history, they have evaluated over a quarter-billion feet of sewers. They managed the Village's televising, cleaning, and lining of the sanitary system last year. They identified more than \$1,200,000 worth of future repairs for the Stonehill business park and downtown areas which will be address in future years.

DISCUSSION:

Public Works has been working with Joseph Sullivan, Project Manager for RJN Group, Inc., to complete the consultation and management of the first year of the project and to assist staff with the completion of the inspection of the sanitary sewers in the Stonehill Business Park and downtown area of the Village in FY2020. The sewers in Stonehill Business Park have deteriorated since constructed 1981. After the spring rain, the Stonehill lift station pumps ran up to 65 times each a day compared to an average of 18 times each a day when there is no rain. The Stonehill Business Park and the areas of downtown that have been put into top priority will be repaired this year.

The scope of service this year will be construction scope and bidding package, construction observation, mapping updates, smoke testing and flow testing. Smoke testing is new this year. It involves filling a plugged pipe with smoke and looking for locations where the smoke escapes. These locations may be caused by breaks in the pipes or manholes, services without backflow prevention, or illicit connections.

RJN Group has been outstanding with their performance to date for the Village and we look forward to working with them moving forward with the second year of the sewer program. Staff recommends using RJN for their knowledge and expertise in sanitary sewer systems.

RECOMMENDATION:

Staff recommends the board authorize the renewal of the agreement with RJN Group, Inc. to proceed with the management of the sanitary sewer repairs and lining of the Village sanitary sewers in FY2021.

ATTACHMENTS:

- Resolution
- Exhibit A – RJN Group, Inc. Agreement Extension
- Exhibit B – RJN Group, Inc. Professional Services Agreement

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE RENEWAL OF AN
AGREEMENT WITH RJN GROUP, INC. FOR THE MANAGEMENT
SERVICES OF THE SANITARY SEWER PROJECT IN THE AMOUNT
NOT TO EXCEED \$45,550.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village desires to seek a contractor that provides sanitary sewer management services; and

WHEREAS, RJN Group, Inc is a highly qualified business with plentiful experience in sanitary sewer system management services; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees hereby approve the agreement with RJN Group, Inc, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego a renewal of an agreement with RJN Group, Inc. for the management services of the sanitary sewer inspection project in the amount not to exceed \$45,550, substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions, in conflict with any of the provisions of this Resolution shall be repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN
AGREEMENT WITH RJN GROUP, INC. FOR THE MANAGEMENT
SERVICES OF THE SANITARY SEWER PROJECT IN THE AMOUNT
NOT TO EXCEED \$45,550.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, and thereafter approved by the Village President on the 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**VILLAGE OF OSWEGO
AMENDMENT NO. 1
For
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION PROJECT
With
RJN GROUP. INC.**

In accordance with the AGREEMENT for Management Services of the Sanitary Sewer Inspection Project dated May 28, 2019, between the Village of Oswego, Illinois (hereinafter called OWNER) and RJN GROUP, INC. (hereinafter called ENGINEER), OWNER hereby authorizes ENGINEER to proceed with the following services:

SECTION 1 - PROJECT DESCRIPTION

Under the AGREEMENT, the OWNER retained RJN Group to provide general sanitary sewer engineering services including management of cleaning & televising contract and follow up recommendations. It has since been determined that additional services are required to design and manage the follow up work including construction design, oversight and some additional testing.

SECTION 2 - SCOPE

2.1 The ENGINEER shall provide these additional design, construction and testing services as summarized in Exhibit A utilizing the procedures identified in the original Scope of the AGREEMENT.

SECTION 3 - TIME OF SERVICE

3.1 ENGINEER will proceed with providing the services set forth herein immediately upon execution of this Authorization. Schedule updates have been provided in Exhibit A.

SECTION 4 - COMPENSATION

4.1 OWNER shall compensate ENGINEER for providing these additional services a total sum not-to-exceed \$45,550 for a total contract value of \$80,475. These services will be invoiced on a time and materials basis per Exhibit A.

**VILLAGE OF OSWEGO
AMENDMENT NO. 1
For
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION PROJECT
With
RJN GROUP, INC.**

In consideration of the mutual covenants and Agreements herein contained, the Owner and ENGINEER stipulate and agree that the Agreement for Management Services of the Sanitary Sewer Inspection Project dated May 28, 2019, is hereby amended as described in Exhibit A attached hereto and made part of this agreement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed this ____ day of _____, ____.

AUTHORIZED BY:

VILLAGE OF OSWEGO, ILLINOIS

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

RJN GROUP, INC.

By: Michael M. Young

Name: Michael N. Young

Title: Senior Vice President

Date: 6/29/20

END OF AMENDMENT

June 29, 2020

Mr. Tim Zasada
Assistant Public Works Director - Utilities
Village of Oswego
100 Theodore Drive
Oswego, Illinois 60543

SUBJECT: PROPOSAL FOR VILLAGE OF OSWEGO - 2020 SEWER REHABILITATION DESIGN & CONSTRUCTION OVERSIGHT SERVICES (STONE HILL RD. & HIGH PRIORITY EAST BASIN, PLUS SMOKE TESTING & GIS SERVICES)

Dear Mr. Zasada:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Oswego (Village) for the design & construction oversight of the 2020 Sewer Rehabilitation Project (Stone Hill Rd. & High Priority East Basin).

RJN is a civil engineering and field services firm that specializes in inspecting, studying, analyzing, and designing sewer collection systems. We have worked with hundreds of communities and have evaluated over a quarter-billion feet of sewers in our 45-year history. RJN project manager, Joseph Sullivan will be the project manager for this design & construction oversight project.

PROJECT UNDERSTANDING AND APPROACH

This proposal is being submitted as an amendment to the year-1 contract to the contract Management Services of the Sanitary Sewer Inspection Project dated May 28, 2019. This amendment is to complete the design and construction oversight for the rehabilitation of approximately 2,200 LF of cured-in-place pipelining (CIPP), on Stone Hill Rd. and for some of the most high priority segments identified in the East Basin cleaning & televising project. In addition to the design and construction management the Village has also asked for smoke testing services on Stone Hill Rd. to be completed and GIS Assistance for mapping updates and connectivity cleanup in the East Basin sewer system as a result of the cleaning & televising project.

The total CIPP construction price is estimated at approximately \$120,000.

SCOPE OF SERVICES

The proposed scope of services includes sewer rehabilitation design, construction oversight & contract management, smoke testing and GIS services as follows:

Sewer Rehabilitation Design

1. Review rehabilitation recommendations to confirm work to be completed.
2. Prepare detailed schedules and design details for recommended Cleaning & Televising, CIPP rehabilitation.
3. Prepare Contract Plans, including the following:
 - a. Cover Sheet.
 - b. Summary of Quantities and General Notes.
 - c. General lining, cleaning and televising and dye testing sheets using aerial maps.
 - d. Rehabilitation schedules and location exhibits.
 - e. Project and Village specific Details.
4. Prepare Contract Documents, including the following:
 - a. Utilize Village Front End Contract Documents with only project specific modifications;
 - b. Bid Advertisement & Bid Proposal Sheet:
 - c. Prepare Detailed Project Specifications.
5. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
6. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for Village review and comment prior to bidding.
7. Have senior design P.E. provide an overall quality control/quality assurance review and engineering stamp for the bid package. Submit a PDF and/or MS Word files of the bid package components to the Village.
8. Bidding Assistance:
 - a. Send advertisement to expected bidders
 - b. Prepare Addenda.
 - c. Respond to Contractors' questions.
 - d. Prepare for and attend pre-bid meeting
 - e. Prepare letter of recommendation for award.
9. Provide project management for the duration of the design project and attend meetings as needed with Village staff.

Construction Oversight & Contract Management

10. Pre-Construction Assistance:

- a. Attend preconstruction meeting. Prepare and distribute meeting minutes.
- b. Review Contractor's shop drawings, liner thickness calculations, pre-construction surface videos and construction phasing.
11. Review Contractor's insurance documents, traffic control plans, bypass pumping plan, and erosion control plan, as applicable.
12. Provide construction observation for the duration of the project. RJN proposes to be on-site part-time for approximately (2-4 hours) per day when the Contractor is onsite and working.
This proposal is based on 15 days of construction including part-time, on-site construction observation services and some additional office support.
13. Communicate with residents during construction any impacts to sewer and water service, need for backyard access, and any limitations to access to driveways/property.
14. Provide daily documentation of the construction activities when onsite, including maintaining a daily project journal and taking digital photographs of all phases of the project, taking measurements for all quantities installed.
15. Provide periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
16. RJN will submit weekly project updates to the Village with the daily reports and photos.
17. Provide final walkthrough for surface restoration and remaining punch-list items, if necessary.
18. RJN will prepare for the Village a set of final construction documents in original AutoCAD and/or GIS and Microsoft Word formats. RJN will prepare and provide record drawings from the contractor's as-built plans.
19. Provide a GIS layer update of the rehabbed sewer work at each location.
20. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.

Smoke Testing

21. Prepare a draft resident smoke testing notification letter for the Village to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing.
22. Prepare smoke testing door hangers to be hung by RJN staff at each address less than one week prior to smoke testing. The door hangers will also include RJN contact information and can be bilingual if necessary.
23. Notify the Village and the local fire and police departments of planned smoke testing activities, including daily updates.

24. Provide equipment, personnel, and smoke as necessary for smoke testing.
25. During smoke testing, erect smoke testing signs near the testing area and answer resident and Village questions on-site as well as through phone calls.
26. Use handheld electronic data collection equipment for collecting smoke testing data.
27. Smoke test approximately 5,000 LF of sanitary sewer on Stone Hill Rd. as outlined by the Village.
28. GPS locate (mapping grade) each identified defect and take a minimum of one digital photograph of each defect. Provide access to data through online viewing platform RJN "Clarity".
29. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
30. Provide the following information for the summary memo:
 - a. Summary of work completed;
 - b. GIS map of identified defects;
 - c. Recommendations for follow-up SSES work; and
 - e. Recommendations for rehabilitation.
31. Provide digital copies of data, GIS geodatabases, and photographs.

GIS Assistance

32. Cleanup sanitary sewer atlas information based for the East Basin based on 2019 cleaning and televising deliverables.
33. Incorporate updates to the Village's GIS system.
34. Perform other as-needed GIS assistance upon direction from the Village.

SCHEDULE

The draft bid package will be provided to the Village within 4 weeks of a Notice to Proceed. The final bid package will be provided to the Village within 2 weeks of Village comment. The Construction schedule for this project will be set by the Village and the Contractor in compliance with the Contract Documents. The smoke testing is weather dependent and will be best conducted during the drier periods from July – October.

ITEMS REQUESTED FROM VILLAGE

1. Village will handle Contract Front End Documents and incorporate Bid Advertisement, Technical Specifications, Rehabilitation Schedules and Exhibits for CIPP lining into a complete bid package.
2. Village to provide review and comment on prepared bidding documents including any project specific modifications for this project.
3. Coordination with RJN in answering bid-related questions in formal addenda.
4. Access to sewers and manholes for smoke testing.
5. Approval of and mailing of initial smoke testing letter to the residents.

PROPOSED FEE

The proposed scope of services will be invoiced on a time and material basis using the enclosed fee schedule with a not to exceed overall billing of \$45,550.

Category	Code	Description	% of Const.	Total Costs
Design - 7.3%	1001	Lining confirmation review	0.8%	\$1,000
	1002	General Notes & Detail Sheets	0.3%	\$400
	1003	Pre-Cleaning & Televising plus Lining Exhibits	1.3%	\$1,560
	1004	Specifications & Contract Documents	1.2%	\$1,410
	1005	Rehabilitation Schedules & Appendices	1.5%	\$1,820
	1006	Cost Estimates & Bid Tab	1.3%	\$1,520
	1007	Bidding Assistance, Questions & Addendums	0.9%	\$1,040
Const. Assist - 13.9%	2001	Pre-Construction Assistance	3.0%	\$3,580
	2002	Construction Observation & Progress Monitoring	5.2%	\$6,270
	2003	Video Review & Development of Punchlist	2.1%	\$2,470
	2004	Pay Requests & Recommendations	1.8%	\$2,140
	2005	Construction Drawings (As-Builts GIS)	1.9%	\$2,260
Other	3001	Project/Contract Management & Meetings	2.6%	\$3,150
	4001	Smoke Testing (Stone Hill Rd. Sewers)	-	\$10,500
	5001	On-Call Assistance / East Basin GIS Sewer Updates	-	\$5,700
	9901	Mileage, Shipping, Expenses, Etc.	-	\$730
	Grand Total			

*Construction Estimate is \$120,000

Page 6
Mr. Tim Zasada
June 29, 2020

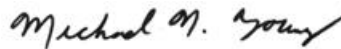
	Position	Hourly Rate
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$170.00
SPE	Senior Project Engineer	\$140.00
SRE	Senior Resident Engineer	\$140.00
PE	Project Engineer	\$125.00
RE	Resident Engineer	\$120.00
ET	Engineering Technician	\$110.00
CAD	CAD Technician	\$100.00
GIS	GIS Technician	\$100.00
DM	Data Manager	\$95.00
FM	Field Manager	\$90.00
FT	Field Technician	\$75.00
AS	Administrative Support	\$75.00

We appreciate the opportunity to continue providing the Village with professional services on this important project. If you have any questions, please feel free to contact me at 630-682-4700 x 1392.

Sincerely,
RJN Group, Inc.



Joseph M. Sullivan
Project Manager



Michael N. Young, P.E.
Principal

RESOLUTION NO. 19 - R - 43

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH RJN GROUP, INC. PROFESSIONAL ENGINEERS FOR THE
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION
PROJECT IN THE AMOUNT NOT TO EXCEED \$34,925.00.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego an agreement with RJN Group, Inc. Professional Engineers for the management services of the sanitary sewer inspection project in an amount not to exceed \$34,925.00 substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.


SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

JAMES MARTER	<u>AYE</u>	LUIS PEREZ	<u>AYE</u>
TERRY OLSON	<u>AYE</u>	JUDY SOLLINGER	<u>AYE</u>
PAM PARR	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.



 TROY PARLIER, VILLAGE PRESIDENT


 Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH RJN GROUP, INC. PROFESSIONAL ENGINEERS FOR THE
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION
PROJECT IN THE AMOUNT NOT TO EXCEED \$34,925.00.**

which Resolution was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, and thereafter approved by the Village President on the 28th day of May 2019.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of May 2019.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego





PROFESSIONAL SERVICES AGREEMENT

This agreement is made this 28th day of May 2019, between and shall be binding upon the Village of Oswego, Kendall and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and RJN Group, Inc., hereinafter referred to as the "ENGINEER" and its successors.

The ENGINEER shall serve as the VILLAGE'S consultant. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. The ENGINEER shall render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. The ENGINEER shall strive to conduct services under this contract in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this contract. Each party shall designate one person to act with authority in its behalf. The person designated shall review and respond promptly to communications received from the other party.

PROJECT UNDERSTANDING AND APPROACH

The VILLAGE has established an annual program to clean and televise approximately 7% of their collection system in order to provide the maintenance and inspections needed to assess the condition of an aging sewer system. The VILLAGE has already budgeted for this work and has asked ENGINEER Group for a proposal to manage the program.

In March 2019, ENGINEER met with VILLAGE staff and assisted the VILLAGE in assessing pricing from a cleaning and televising contract with the Fox Metro Water Reclamation District. By comparing this pricing to industry standard and local area bids for this type of work, the assessment revealed that pricing seemed reasonable and was close to the industry average.

In addition, ENGINEER looked at the VILLAGE's geographic information system (GIS) and determined which areas would make the most sense for completing a sewer cleaning and televising area in 2019.

This 2019 program will consist of approximately 45,128 linear feet of cleaning and closed-circuit sewer televising in the VILLAGE. Because the VILLAGE's current asset assessment and future programs are reliant on this information, getting quality useable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and inspection contracts it has been determined that on-site visits as well as program management are needed to ensure the following:

- a. the terms of the agreement are being met;
- b. invoicing and records are reported accurately;
- c. the work is performed properly;
- d. and that deficiencies in the work are quickly addressed

Proper contract management eliminates the common problems seen on cleaning and televising contracts including:

- a. segments of sewer not getting jetted;
- b. these same segments being billed for cleaning;
- c. televised sewers being double billed on invoices;
- d. critical sewers being missed;
- e. unorganized and incomplete data submittals;
- f. and missing deliverables or misidentified videos and reports

SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Pre-inspection Assistance:
 - a. Attend a pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
 - b. Provide the VILLAGE and Contractor with hardcopy inspection maps and a digital PDF for the area selected for inspection including; numbering of sewer system in GIS, zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. ENGINEER will provide part-time inspection observation and management for the duration of the project. ENGINEER proposes to be on-site part-time and will spend up to 8 hours per week performing on-site inspection observation and progress monitoring while the Contractor is working. Based on an estimated six-week cleaning & televising period, we are projecting a total of 48 hours of observation and progress monitoring.
3. ENGINEER will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. ENGINEER will provide a cursory review of the Contractor's televising videos and reports when submitted.
4. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
5. Attend monthly progress meetings with the VILLAGE and the Contractor. Prepare agenda and meeting minutes for each monthly meeting.

6. Provide periodic inspection of traffic control measures, inspect easement areas during work and after work is completed to ensure no damage is done to public or private property.
7. ENGINEER will submit weekly project updates to the VILLAGE.
8. ENGINEER will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the VILLAGE contract and that all submittals are organized and complete.
9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
10. Review approximately 45,128 linear feet of sewer televising videos using PACP-certified personnel and PACP coding standards.
11. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate data into GIS, including new numbering system;
 - c. Assign a ranking for each pipe televised and an overall estimated flow from defects/pipe segments; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect/pipe segment.
12. Provide project management for the duration of the project and attend meetings as needed with VILLAGE staff.
13. ENGINEER will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the VILLAGE's GIS.
 - a. GIS map of identified defects;
 - b. List of defects prioritized by cost effectiveness for rehabilitation;
 - c. Provide digital copies of data, GIS geodatabases, and photographs.

ITEMS REQUESTED FROM THE VILLAGE

We request the following items from the VILLAGE:

1. The VILLAGE will prepare & execute contract documents for cleaning and televising and contract separately with the selected contractor, Visu-Sewer of Bridgeview, IL.

SCHEDULE

ENGINEER is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the VILLAGE has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the VILLAGE

would like all 2019 televising inspection completed by November 27, 2019.

PERSONAL PROTECTIVE EQUIPMENT

The ENGINEER shall comply with the VILLAGE Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

SUPERVISION OF WORK

The ENGINEER shall not at any time supervise, direct, or have control over any contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. The ENGINEER shall have no authority to stop any contractors' work, but will advise VILLAGE of work that does not meet approved plans and specifications.

DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the ENGINEER in connection with any or all of the services furnished thereunder shall be delivered to the VILLAGE for the express use of the VILLAGE. The ENGINEER does have the right to retain original documents, but shall cause to be delivered to the VILLAGE such quality of documents so as to assure complete reproducibility of the documents delivered. In particular the VILLAGE may request, at no additional cost, the delivery of additional sets of drawings or documents if the ENGINEER fails to deliver a fully reproducible document.

SUBLETTING OF CONTRACT

The ENGINEER may sublet portions of the work. Sub-consultants shall conform, in all respects, to the applicable provisions specified for the ENGINEER and shall further be subject to approval by the VILLAGE prior to the performance of any work by the sub-consultant. Rejection of a particular sub-consultant shall not be cause to alter the original contract or to request additional compensation. The ENGINEER shall identify all proposed sub-consultants who will furnish services. The work to be done by the sub-consultant shall be outlined in detail to the VILLAGE prior to the start of work and identified in the progress reports submitted by the ENGINEER. The qualifications of the proposed sub-consultant shall be submitted to the VILLAGE, in the same format and basic requirements as required of the ENGINEER. At all times the ENGINEER shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the ENGINEER.

CONTRACT AMOUNT AND PRICES

For the ENGINEER'S services described in the contract documents, the VILLAGE agrees to pay and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act". Fees shall be as described in Exhibit A - ENGINEER'S Work Effort and Fee.

Unless specifically agreed to by the VILLAGE, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the ENGINEER (copies or reproductions for external use, i.e. submittals to the VILLAGE or other governing agencies, are allowable as reimbursable expenses.)

INVOICING AND PAYMENT

Each project will be assigned a unique WORK ORDER. The fee for each WORK ORDER shall be computed and paid in accordance with Exhibit A. In the event that the actual hours exceeds the approved estimated hours by more than 10% for tasks outside the general scope of services, the ENGINEER shall obtain authorization from the VILLAGE prior to commencing any additional work. The ENGINEER shall submit invoices in duplicate. Invoices will cover the work performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. An invoice must be submitted for work done through April 30 of each year as this is the end of the VILLAGE's fiscal year. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. All direct costs shall be itemized consistent with the various categories stated within the Proposal. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The following five items shall be clearly addressed in each report as necessary to indicate project status:

1. Work performed in the period covered by the invoice.
2. Work to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Engineer is waiting for from the VILLAGE or other agencies.
5. A summary or statement discussing the financial status of the individual work order – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-consultant costs are not

considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the ENGINEER's control, the ENGINEER shall notify the VILLAGE immediately and no further work shall be done by the ENGINEER until authorization to proceed in writing has been received from the VILLAGE.

CHANGES

The VILLAGE reserves the right by written amendment to make changes in requirements, amount of work, or time schedule. The ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

SUSPENSION OF SERVICES

The VILLAGE may, at any time, by written order to the ENGINEER require the ENGINEER to stop all, or any part, of the services required by this contract. Upon receipt of such an order the ENGINEER shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided the VILLAGE deems them reasonable.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of any contract awarded based on the use of these short-lists, upon ten (10) calendar days written notice to the ENGINEER. The VILLAGE further reserves the right to cancel the whole or any part of the contract if the ENGINEER fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The ENGINEER will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

Upon such termination, the ENGINEER shall cause to be delivered to the VILLAGE all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the VILLAGE. Costs of termination incurred by the ENGINEER before the termination date will be reimbursed by the VILLAGE only, if prior to the effective termination date, the VILLAGE receives from the ENGINEER a list of actions necessary to accomplish termination and the VILLAGE agrees in writing that those actions be taken. Upon receipt of the termination notice the ENGINEER shall stop all work until said agreement is reached.

INSURANCE

(A) During the term of the contract, the ENGINEER shall provide the following types of insurance in not less than the specified amounts:

- i. Comprehensive General Liability - \$1,000,000.00 per occurrence;
- ii. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any ENGINEER owned, and/or hired, and/or non-owned motor vehicles engaged in

- operations within the scope of this contract;
- iii. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 - iv. Umbrella Coverage - \$2,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 - v. Professional Liability - \$1,000,000.00.
- (B) The ENGINEER shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.
- (C) The ENGINEER shall require sub-consultants, if any, not protected under the ENGINEER'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the ENGINEER.

INDEMNIFICATION

The ENGINEER shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

The ENGINEER shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

COMPLIANCE WITH OSHA STANDARDS

The ENGINEER shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for duration of the contract.

PERMITS AND LICENSES

The ENGINEER shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws.

TAXES

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE tax-exempt letter will be provided to the successful ENGINEER when requested.

NON-DISCRIMINATION

- a. ENGINEER shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the ENGINEER certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. ENGINEER shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CONFLICT OF INTEREST

The ENGINEER agrees to not perform professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the VILLAGE'S review/inspection, to occur or occurring within the corporate limits of the VILLAGE, or contiguous to the corporate limits of the VILLAGE, without notification to the VILLAGE prior to rendering services. The ENGINEER agrees to provide the VILLAGE with written notification whenever the services provided under this agreement shall require the ENGINEER to review or inspect work performed by any other firm or corporation for whom the ENGINEER is or has within the previous twelve (12) months provided professional services, or with which any of the ENGINEER'S owners, partners or principals have a financial interest. The ENGINEER agrees to provide written notification to the VILLAGE whenever the ENGINEER, or any other firm or corporation with which any of the ENGINEER'S owners, partners or principals have a financial interest, performs services or work that may be subject to the VILLAGE'S review/inspection, or is contiguous to the corporate limits of the VILLAGE. The VILLAGE may at its discretion disqualify the ENGINEER from participation as a representative of the VILLAGE in such projects or in projects potentially impacted.

CONTRACT TERM AND RENEWAL

The contract shall be for a one year period, but may be extended on an annual basis at the option of the VILLAGE in its sole and absolute discretion, for up to two additional years.

ENGINEER'S CERTIFICATION

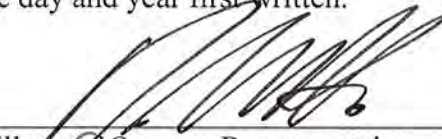
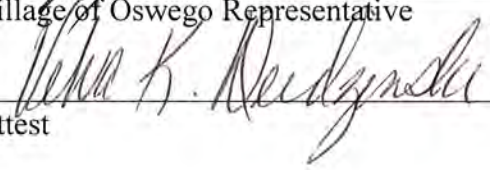

Consultant Engineering Services to the VILLAGE, hereby certifies that said ENGINEER:

- A. Certifies that it is not barred from bidding or contracting with the VILLAGE as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the VILLAGE upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act

(775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and

- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

	5/29/19
_____ Village of Oswego Representative	_____ Date
	
_____ Attest	_____ Title

RIN Group, Inc.	630-682-4700
_____ (Printed Name of Contractor)	_____ Phone Number
175 McDonald Ave, Ste. B	Joliet, IL 60431
_____ Address	_____ City, State, Zip Code

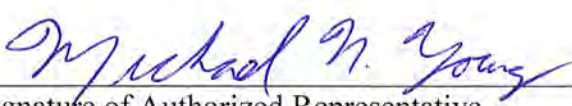
	
_____ Signature of Authorized Representative	
Senior Vice President	5/21/19
_____ Title	_____ Date

EXHIBIT A: PROPOSED FEE

The proposed Scope of Services will be invoiced on a Time & Material basis using the fee schedule below, along with the attached rate schedule and an overall estimated billing of \$34,925.

Task Description	Hours	Cost
Pre-Inspection Assistance & Inspection Maps	15	\$ 1,920
Field Inspection and Progress Monitoring	48	\$ 5,960
Submittal Review and Invoice Review	22	\$ 2,675
TV Data Review & Repair Recommendations	106	\$ 13,190
Mapping Updates & GIS Deliverables	46	\$ 4,810
Punch List & Project Closeout	19	\$ 2,375
Program Management & Meetings	27	\$ 3,660
Mileage, Travel, & Misc. Direct Expenses	-	\$ 335
TOTAL	283	\$ 34,925

Position	Hourly Rate
PD Project Director	\$205.00
SPM Senior Project Manager	\$185.00
PM Project Manager	\$165.00
SPE Senior Project Engineer	\$135.00
SRE Senior Resident Engineer	\$130.00
PE Project Engineer	\$120.00
RE Resident Engineer	\$115.00
ET Engineering Technician	\$105.00
CAD CAD Technician	\$100.00
GIS GIS Technician	\$95.00
DM Data Manager	\$85.00
FM Field Manager	\$85.00
FT Field Technician	\$70.00
CL Clerical	\$70.00

April 17, 2019

Mr. Tim Zasada
Assistant Public Works Director - Utilities
Village of Oswego
100 Theodore Drive
Oswego, Illinois 60543

SUBJECT: PROPOSAL FOR VILLAGE OF OSWEGO - CONTRACT MANAGEMENT & OVERSIGHT SERVICES FOR 2019 SEWER CLEANING AND INSPECTION PROGRAM

Dear Mr. Zasada:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Oswego (Village) for contract management, closed-circuit television (CCTV) assessment, mapping updates and field inspection services on the 2019 Sewer Cleaning and Inspection Program.

RJN Group, established in Wheaton, Illinois in 1975 is a nationally recognized leader in sewer collection systems and specializes in inspecting, studying, analyzing, and designing sewer systems. In our 44-year history, we have evaluated over a quarter-billion feet of sewers.

PROJECT UNDERSTANDING AND APPROACH

The Village of Oswego has established an annual program to clean and televise approximately 7% of their collection system in order to provide the maintenance and inspections needed to assess the condition of an aging sewer system. The Village has already budgeted for this work and has asked RJN Group for a proposal to manage the program.

In March 2019, RJN met with Village staff and assisted the Village in assessing pricing from a cleaning and televising contract with the Fox Metro Water Reclamation District. By comparing this pricing to industry standard and local area bids for this type of work, the assessment revealed that pricing seemed reasonable and was close to the industry average.

In addition, RJN looked at the Village's geographic information system (GIS) and determined which areas would make the most sense for completing a sewer cleaning and televising area in 2019.

This 2019 program will consist of approximately 45,128 linear feet of cleaning and closed-circuit sewer televising in the Village of Oswego. Because the Village's current asset assessment and future

Page 2
Mr. Tim Zasada
April 17, 2019

programs are reliant on this information, getting quality useable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and inspection contracts it has been determined that on-site visits as well as program management are needed to ensure the following:

- a. the terms of the agreement are being met;
- b. invoicing and records are reported accurately;
- c. the work is performed properly;
- d. and that deficiencies in the work are quickly addressed

Proper contract management eliminates the common problems seen on cleaning and televising contracts including:

- a. segments of sewer not getting jetted;
- b. these same segments being billed for cleaning;
- c. televised sewers being double billed on invoices;
- d. critical sewers being missed;
- e. unorganized and incomplete data submittals;
- f. and missing deliverables or misidentified videos and reports

SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Pre-inspection Assistance:
 - a. Attend a pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
 - b. Provide the Village and Contractor with hardcopy inspection maps and a digital PDF for the area selected for inspection including; numbering of sewer system in GIS, zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. RJN will provide part-time inspection observation and management for the duration of the project. RJN proposes to be on-site part-time and will spend up to 8 hours per week performing on-site inspection observation and progress monitoring while the Contractor is

Page 3

Mr. Tim Zasada

April 17, 2019

- working. Based on an estimated six-week cleaning & televising period, we are projecting a total of 48 hours of observation and progress monitoring.
3. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. RJN will provide a cursory review of the Contractor's televising videos and reports when submitted.
 4. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
 5. Attend monthly progress meetings with the Village and the Contractor. Prepare agenda and meeting minutes for each monthly meeting.
 6. Provide periodic inspection of traffic control measures, inspect easement areas during work and after work is completed to ensure no damage is done to public or private property.
 7. RJN will submit weekly project updates to the Village.
 8. RJN will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the Village contract and that all submittals are organized and complete.
 9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
 10. Review approximately 45,128 linear feet of sewer televising videos using PACP-certified personnel and PACP coding standards.
 11. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate data into GIS, including new numbering system;
 - c. Assign a ranking for each pipe televised and an overall estimated flow from defects/pipe segments; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect/pipe segment.
 12. Provide project management for the duration of the project and attend meetings as needed with Village staff.

Page 4
 Mr. Tim Zasada
 April 17, 2019

13. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the Village's GIS.
 - a. GIS map of identified defects;
 - b. List of defects prioritized by cost effectiveness for rehabilitation;
 - c. Provide digital copies of data, GIS geodatabases, and photographs.

ITEMS REQUESTED FROM THE VILAGE

We request the following items from the Village:

1. The Village will prepare & execute contract documents for cleaning and televising and contract separately with the selected contractor, Visu-Sewer of Bridgeview, IL.

SCHEDULE

RJN is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the Village has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the Village would like all 2019 televising inspection completed by November 27, 2019.

PROPOSED FEE

The proposed Scope of Services will be invoiced on a Time & Material basis using the fee schedule below, along with the attached rate schedule and an overall estimated billing of \$34,925.

Task Description	Hours	Cost
Pre-Inspection Assistance & Inspection Maps	15	\$ 1,920
Field Inspection and Progress Monitoring	48	\$ 5,960
Submittal Review and Invoice Review	22	\$ 2,675
TV Data Review & Repair Recommendations	106	\$ 13,190
Mapping Updates & GIS Deliverables	46	\$ 4,810
Punch List & Project Closeout	19	\$ 2,375
Program Management & Meetings	27	\$ 3,660
Mileage, Travel, & Misc. Direct Expenses	-	\$ 335
TOTAL	283	\$ 34,925

Page 5
Mr. Tim Zasada
April 17, 2019

	Position	Hourly Rate
PD	Project Director	\$205.00
SPM	Senior Project Manager	\$185.00
PM	Project Manager	\$165.00
SPE	Senior Project Engineer	\$135.00
SRE	Senior Resident Engineer	\$130.00
PE	Project Engineer	\$120.00
RE	Resident Engineer	\$115.00
ET	Engineering Technician	\$105.00
CAD	CAD Technician	\$100.00
GIS	GIS Technician	\$95.00
DM	Data Manager	\$85.00
FM	Field Manager	\$85.00
FT	Field Technician	\$70.00
CL	Clerical	\$70.00

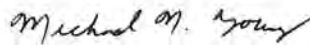
It is our pleasure to submit this proposal to the Village of Oswego. Please feel free to contact Joe at (630) 682-4700 x 337 if you would like to discuss this proposal or have any questions.

We are looking forward to the opportunity to continue working with the Village on these important projects.

Sincerely,
RJN Group, Inc.



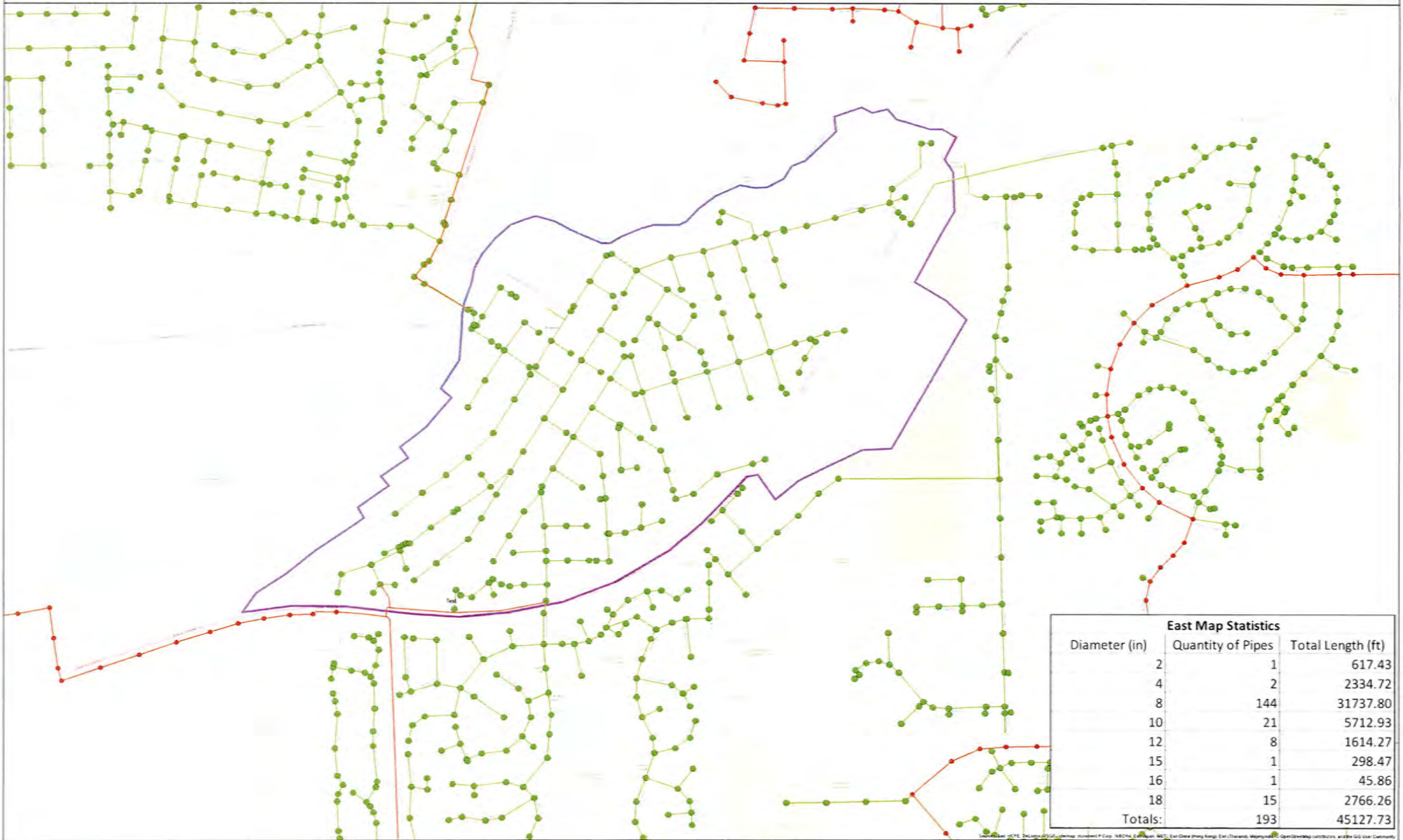
Joseph Sullivan
Project Manager




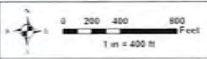
Michael N. Young, P.E.
Principal

Enclosure: 2019 Village of Oswego - East Side Cleaning & Televising Area Map

Village of Oswego Sanitary Sewer System - East



East Map Statistics		
Diameter (in)	Quantity of Pipes	Total Length (ft)
2	1	617.43
4	2	2334.72
8	144	31737.80
10	21	5712.93
12	8	1614.27
15	1	298.47
16	1	45.86
18	15	2766.26
Totals:	193	45127.73

MWRD Sanitary Sewer System
● Sanitary Sewer Manhole
● Combined Sewer Manhole
— Sanitary Sewer Pipe

VDD Sanitary Sewer System
● Sanitary Sewer Manhole
— Sanitary Sewer Pipe

Oswego East Basin

Village of Oswego, IL
 Village of Oswego Sanitary Sewer System - East
 Figure: 3 of 3
 April 2019




AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: July 14, 2020

SUBJECT: Award of 2020 Road Alley and Street Resurfacing Project Award

ACTION REQUESTED:

Approval of a Resolution Authorizing the Execution of a Contract to D Construction, Inc. of Coal City, IL in the Amount of \$837,539.55 for the 2020 Alley and Street Resurfacing Project.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
4/21/2020	Village Board	Approved Resolution 20-R-30 Authorizing Execution a Professional Engineering Services Contract with HR Green, Amount of \$64,500 for Preliminary Engineering for 2020 Pavement Resurfacing Program and Alley Reconstruction
6/9/2020	Village Board	20-R-47 Appropriating \$900,000 of Motor Fuel Tax Funds for Maintenance of Streets & Highways for Fiscal Year 2021

DEPARTMENT: Public Works

SUBMITTED BY: Susan Quasney, CFM, Project Engineer

FISCAL IMPACT:

FY21 Revised budget for Road Resurfacing:– Acct. #2006030-572010 – \$1,500,000 from the Motor Fuel Tax Fund and \$500,000 from CIP

BACKGROUND:

The Village Board authorized Staff to move forward with the first portion of the 2020 MFT resurfacing work on February 4, 2020, and construction is now substantially complete. The second portion was authorized on April 21, 2020. HR Green has completed that design.

This portion of the resurfacing budget will be used to resurface 1.84 miles of roadway and alleys within the downtown.

DISCUSSION:

On July 2, 2020, the Village opened four bids for the 2020 Alley and Street Resurfacing Project. The three bids ranged from \$837,539.55, submitted by D Construction, to \$947,866.00. The low bid came in 7% below the engineer's estimate. After award there will be over \$300,000 remaining in the budget.

RECOMMENDATION:

Staff recommends awarding the contract to D Construction Inc. of Coal City, IL in the Amount of \$837,539.55.

ATTACHMENTS:

- Resolution
- Exhibit A – 2020 Alley and Street Resurfacing Project Contract
- Exhibit B – HR Green Recommendation Letter and Bid Tab

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING A CONTRACT TO D CONSTRUCTION,
INC. OF COAL CITY, IL IN THE AMOUNT OF \$837,539.55 FOR THE
2020 ALLEY AND STREET RESURFACING PROJECT.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village desires to seek a contractor that provides road construction services; and

WHEREAS, D Construction, Inc is a highly qualified business with plentiful experience in road construction services; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with D Construction, Inc, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with D Construction, Inc. of Coal City, IL in the amount of \$837,539.55 for the 2020 Alley and Street Resurfacing Project, substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions, in conflict with any of the provisions of this Resolution shall be repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING A CONTRACT TO D CONSTRUCTION,
INC. OF COAL CITY, IL IN THE AMOUNT OF \$837,539.55 FOR THE
2020 ALLEY AND STREET RESURFACING PROJECT.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, and thereafter approved by the Village President on the 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

RETURN WITH BID



Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
<i>D. Construction, Inc.</i>		
Contractor's Name		
<i>1488 J. Broadway</i>		
Street	P.O. Box	
<i>Carl City, IL</i>	<i>60416</i>	
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY OF KENDALL
 VILLAGE OF OSWEGO
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. VARIOUS (2020 ALLEYS AND STREET RESURFACING PROGRAM)
 SECTION NO. 20-00000-01-GM
 TYPES OF FUNDS MFT

SPECIFICATIONS (required) PLANS (required)

For Municipal Projects
 Submitted/Approved/Passed
Jennifer M. Hagler
 Mayor President of Board of Trustees Municipal Official
 Date 6/9/20

Department of Transportation
 Released for bid based on limited review

 Regional Engineer
 Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County KENDALL
 Local Public Agency OSWEGO
 Section Number 20-00000-01-GM
 Route VARIOUS

Sealed proposals for the improvement described below will be received at the office of Director of Public Works,
100 Parker's Mill, Oswego, Illinois, 60543 until 10:00 AM on July 2, 2020
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Director of Public Works,
100 Parker's Mill, Oswego, Illinois, 60543 at 10:00 AM on July 2, 2020
 Address Time Date

DESCRIPTION OF WORK

Name Village of Oswego 2020 Alleys and Street Resurfacing Length: 9705.00 feet (1.84 miles)
 Location Various Streets
 Proposed Improvement consists of resurfacing with hot-mix asphalt surface course, hot-mix asphalt binder course, curb and gutter removal and replacement, sidewalk removal and replacement.

1. Plans and proposal forms will be available in the office of Finance Department. Plans and proposals only available
online at <http://www.oswegoil.org>, under the Business & Development Tab-Bids & RFP
 Address

2. Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- BLR 12200: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices
- BLR 12230: Proposal Bid Bond (if applicable)
- BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
- BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County KENDALL
 Local Public Agency OSWEGO
 Section Number 20-00000-01-GM
 Route VARIOUS

1. Proposal of D. Construction, Inc.
1488 S. Broadway, Col. City, N. 60546
 for the improvement of the above section by the construction of consists of resurfacing with hot-mix asphalt surface course,
hot-mix asphalt binder course, curb and gutter removal and replacement, sidewalk removal
and replacement.

a total distance of 9705.00 feet, of which a distance of 9705.00 feet, (1.840 miles) are to be improved.

2. The plans for the proposed work are those prepared by HR Green, Inc., 2363 Sequoia Dr, Suite 101, Aurora, IL
 and approved by the Department of Transportation on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 10/02/2020
 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

Village _____ Treasurer of Oswego

The amount of the check is 5% Bid Amount Five percent Bid Bond (not 5% Bid Bond)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number N/A

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full
 amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

RETURN WITH BID



SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County KENDALL
 Local Public Agency OSWEGO
 Section 20-00000-01-GM
 Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total
<i>NA</i>		

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements *\$ 837,539.55*

Item No.	Items	Unit	Quantity	Unit Price	Total
1	BITUMINOUS MATERIALS (TACK COAT)	POUND	17,762	<i>01</i>	<i>177.602</i>
2	BITUMINOUS MATERIALS (PRIME COAT)	POUND	21,893	<i>01</i>	<i>218.93</i>
3	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1,322	<i>88.00</i>	<i>116,336.00</i>
4	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	604	<i>61.00</i>	<i>36,844.00</i>
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	3,111	<i>60.00</i>	<i>186,660.00</i>
6	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (ALLEYS)	TON	661	<i>85.00</i>	<i>56,185.00</i>
7	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50 (ALLEYS)	TON	444	<i>93.00</i>	<i>41,292.00</i>
8	HOT-MIX ASPHALT SURFACE COURSE, 2" (SPECIAL)	SQ YD	300	<i>24.00</i>	<i>7,200.00</i>
9	HOT-MIX ASPHALT SURFACE REMOVAL, 2-3/4"	SQ YD	22,960	<i>27.00</i>	<i>59,696.00</i>
10	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2" (SPECIAL)	SQ YD	5,080	<i>5.30</i>	<i>26,924.00</i>
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4" (SPECIAL)	SQ YD	4,650	<i>5.90</i>	<i>27,435.00</i>
12	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT	SQ YD	340	<i>12.00</i>	<i>4,080.00</i>
13	HOT-MIX ASPHALT SURFACE REMOVAL, DRIVEWAY BUTT JOINT	SQ YD	146	<i>12.00</i>	<i>1,752.00</i>
14	LONGITUDINAL JOINT SEALANT	FOOT	8,035	<i>27.50</i>	<i>220,962.50</i>
15	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	35	<i>100.00</i>	<i>3,500.00</i>
16	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH	SQ FT	3,500	<i>12.00</i>	<i>42,000.00</i>
17	DETECTABLE WARNINGS	SQ FT	530	<i>30.00</i>	<i>15,900.00</i>
18	CLASS D PATCHES, 4 INCH	SQ YD	460	<i>30.00</i>	<i>13,800.00</i>
19	AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT, 12"	SQ YD	972	<i>32.00</i>	<i>31,104.00</i>
20	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	FOOT	2,978	<i>37.00</i>	<i>110,186.00</i>
21	AGGREGATE SHOULDERS, TYPE B	TON	70	<i>40.00</i>	<i>2,800.00</i>
22	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	21	<i>500.00</i>	<i>10,500.00</i>
23	SEEDING, COMPLETE	SQ YD	931	<i>16.50</i>	<i>15,361.50</i>
24	TRAFFIC CONTROL AND PROTECTION	L SUM	1	<i>7,500.00</i>	<i>7,500.00</i>

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>KENDALL</u>
Local Public Agency	<u>OSWEGO</u>
Section Number	<u>20-00000-01-GM</u>
Route	<u>VARIOUS</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County KENDALL
 Local Public Agency OSWEGO
 Section Number 20-00000-01-GM
 Route VARIOUS

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name D. Construction, Inc.

Signed By [Signature]

President

Business Address 1488 J. Broadway

Coal City, IL 60916

Inset Names of Officers

President Kenneth Jenkins

Secretary Tanara L. Hansen

Treasurer Tanara L. Hansen

Attest:

[Signature]
Secretary



Illinois Department of Transportation

Local Agency Proposal Bid Bond

2020 Alleys & Street Resurfacing

Route Various

County Kendall

Local Agency Oswego

Section 20-00000-01-GM

RETURN WITH BID

PAPER BID BOND

WE D. Construction, Inc. 1488 S. Broadway, Coal City, IL 60416 as PRINCIPAL,

and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 2nd day of July 2020

Principal

D. Construction, Inc. (Company Name)

By: Kenneth Sandeno President (Signature and Title)

(Company Name)

By: (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Liberty Mutual Insurance Company (Name of Surety)

Surety

By: James I. Moore (Signature)



STATE OF Illinois COUNTY OF DuPage

I, Sherry Bacskai, a Notary Public in and for said county, do hereby certify that Kenneth Sandeno and James I. Moore

(Insert names of individuals signing on behalf of PRINCIPAL & 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 instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of July 2020

My commission expires October 22, 2023



ELECTRONIC BID

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James I. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.
Obligee Name: IDOT / Oswego
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Apprenticeship or Training Program Certification

Return with Bid

Route	<u>VARIOUS</u>
County	<u>KENDALL</u>
Local Agency	<u>OSWEGO</u>
Section	<u>20-00000-01-GM</u>

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Carpenter Local 363, Cement Masons Local 638, Ironworkers Local 373
Painters Local 582, Operators Local 150

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: D. Construction, Inc.

By: _____

Address: 1488 S. Broadway

(Signature) Kenneth Sandoz

Coal City, IL 60416

Title: President

RETURN WITH BID



Affidavit of Illinois Business Office

County KENDALL
Local Public Agency OSWEGO
Section Number 20-00000-01-GM
Route VARIOUS

State of Illinois)
County of Grundy) ss.

I, Bennett Goodeno of Morris, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the President of D. Construction, Inc. officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, D. Construction, Inc. (bidder), will maintain a business office in the State of Illinois which will be located in Grundy County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)
Bennett Goodeno
(Print Name of Affiant)

This instrument was acknowledged before me on 2 day of July, 2020.

(SEAL)



(Signature of Notary Public)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of _____

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract *See the attached letter and certificate of eligibility*

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
 this _____ day of _____, _____ Type or Print Name _____
 Officer or Director Title

 Notary Public

My commission expires _____

(Notary Seal)

Signed _____

Company _____

Address _____



“D” Construction, Inc.

General Contractor

1488 South Broadway, Coal City, IL 60416
Office (815) 634-2555 FAX (815) 634-8748

July 2, 2020

Village of Oswego
Attn. Director of Public Works
100 Parker's Mill
Oswego, IL. 60543

Sealed Bid For: “Village of Oswego - 2020 Alleys and Street Resurfacing – Section No. 20-00000-01-GM”


Bid Due: 07/02/2020 at 10:00 am

To whom it may concern:

Per the Illinois Department of Transportation Rules of Prequalification of Contractors please find our request to forgo filing an Affidavit of Availability per Article 650.310 sub D based on our Super Unlimited financial rating (See Attached Certificate of Eligibility).

If you have any questions, please call (815) 634-2555.

Sincerely,



Kenneth Sandeno
President



**Illinois Department
of Transportation**

Certificate of Eligibility

D Construction, Inc.
1488 South Broadway Street Coal City, IL 60416

Contractor No 1320

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	\$38,525,000
002	PCC PAVING	\$33,375,000
003	HMA PLANT MIX	Unlimited
006	CLEAN & SEAL CRACKS/JOINTS	\$1,000,000
012	DRAINAGE	\$26,425,000
014	ELECTRICAL	\$10,325,000
017	CONCRETE CONSTRUCTION	\$30,300,000
018	LANDSCAPING	\$1,900,000
024	GROUTING	\$1,075,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,325,000
034	DEMOLITION	\$3,325,000
08A	AGGREGATE BASES & SURF. (A)	\$26,350,000
09C	HWY., R.R. & WATERWAY STR.	\$43,675,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 1/2/2020 TO 2/28/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 1/3/2020.

Tim Kell
Engineer of Construction



INVITATION TO BID – 2020 ALLEYWAY AND
ROAD RESURFACING PROGRAM– ADDENDUM
JULY 1, 2020

IMPORTANT NOTICE TO RESPONDENTS

The bids are required to be submitted virtually through DemandStar. The bid opening will be virtual.

You may attend online by going to bids.oswegoil.org or by phone (312) 626-6799

Webinar ID: 812 5239 0580



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

July 6, 2020

Ms. Jennifer Hughes, PE, CFM
Public Works Director
Village of Oswego
100 Theodore Drive
Oswego, Illinois 60543

RE: Village of Oswego - 2020 Alley and Street Resurfacing - Bid Tabulation and Letter of Recommendation
HR Green Job No. 180055

Dear Ms. Hughes:

The Village of Oswego received four (4) bid proposals for the 2020 Alley and Street Resurfacing project at the bid opening on July 2, 2020. The four bids ranged in price from a low bid of \$837,539.55 submitted by D Construction, Inc., to a high bid of \$947,866.00, submitted by Schroeder Asphalt; and represents competitive pricing for work of this nature. See the attached bid tabulation for further information.

We have analyzed the bid documents and checked them for accuracy and find D Construction Inc. of Coal City, Illinois to be the lowest qualified bidder. HR Green, Inc. recommends award of the contract to D Construction, Inc. in the amount of \$837,539.55. As with all unit price contracts, the final project amount will be determined after completion of the work.

Please let me know if you have any questions or need any additional information.

Sincerely,

HR GREEN, INC

Akram Chaudhry, P.E.
Vice President

AC/tcn

Attachment

J:\2018\180055\180055.11-2020_MFT_Road_Program-Part_II(Design)\Corr\ltr-recltr-070220-ac.docx



HR Green, Inc.
420 N. Front Street
McHenry, IL 60050

Date: July 2, 2020

Project: Village of Oswego 2020 Alley and Street Resurfacing				Engineer: BH Bids Rec'd: 4		ENGINEER'S ESTIMATE							
Job No.: 180055						D Construction		Builders Paving		Geneva Construction		Shroeder Asphalt	
NO.	DESCRIPTION	UNIT	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	BITUMINOUS MATERIALS (TACK COAT)	POUND	17,762	\$ 0.01	\$177.62	\$0.01	\$177.62	\$0.01	\$177.62	\$0.01	\$177.62	\$0.01	\$177.62
2	BITUMINOUS MATERIALS (PRIME COAT)	POUND	21,893	\$ 0.01	\$218.93	\$0.01	\$218.93	\$0.01	\$218.93	\$0.01	\$218.93	\$0.01	\$218.93
3	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1,322	\$ 92.00	\$121,624.00	\$88.00	\$116,336.00	\$81.50	\$107,743.00	\$90.00	\$118,980.00	\$102.00	\$134,844.00
4	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	604	\$ 72.00	\$43,488.00	\$61.00	\$36,844.00	\$70.50	\$42,582.00	\$80.00	\$48,320.00	\$80.00	\$48,320.00
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	3,111	\$ 73.00	\$227,103.00	\$60.00	\$186,660.00	\$68.50	\$213,103.50	\$68.15	\$212,014.65	\$82.50	\$256,657.50
6	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (ALLEYS)	TON	661	\$ 90.00	\$59,490.00	\$85.00	\$56,185.00	\$75.90	\$50,169.90	\$88.00	\$58,168.00	\$85.00	\$56,185.00
7	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50 (ALLEYS)	TON	444	\$ 95.00	\$42,180.00	\$93.00	\$41,292.00	\$93.70	\$41,602.80	\$80.00	\$35,520.00	\$92.00	\$40,848.00
8	HOT-MIX ASPHALT SURFACE COURSE, 2" (SPECIAL)	SQ YD	300	\$ 35.00	\$10,500.00	\$24.00	\$7,200.00	\$20.00	\$6,000.00	\$29.50	\$8,850.00	\$35.00	\$10,500.00
9	HOT-MIX ASPHALT SURFACE REMOVAL, 2-3/4"	SQ YD	22,960	\$ 2.75	\$63,140.00	\$2.60	\$59,696.00	\$2.75	\$63,140.00	\$2.95	\$67,732.00	\$3.00	\$68,880.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2" (SPECIAL)	SQ YD	5,080	\$ 3.50	\$17,780.00	\$5.30	\$26,924.00	\$9.75	\$49,530.00	\$4.60	\$23,368.00	\$4.95	\$25,146.00
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4" (SPECIAL)	SQ YD	4,650	\$ 4.00	\$18,600.00	\$5.90	\$27,435.00	\$3.50	\$16,275.00	\$4.70	\$21,855.00	\$5.35	\$24,877.50
12	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINT	SQ YD	340	\$ 12.00	\$4,080.00	\$12.00	\$4,080.00	\$15.00	\$5,100.00	\$7.75	\$2,635.00	\$7.00	\$2,380.00
13	HOT-MIX ASPHALT SURFACE REMOVAL, DRIVEWAY BUTT JOINT	SQ YD	146	\$ 15.00	\$2,190.00	\$12.00	\$1,752.00	\$15.00	\$2,190.00	\$9.00	\$1,314.00	\$8.00	\$1,168.00
14	LONGITUDINAL JOINT SEALANT	FOOT	8,035	\$ 3.00	\$24,105.00	\$2.50	\$20,087.50	\$2.70	\$21,694.50	\$2.60	\$20,891.00	\$2.27	\$18,239.45
15	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	35	\$ 150.00	\$5,250.00	\$100.00	\$3,500.00	\$175.00	\$6,125.00	\$150.00	\$5,250.00	\$100.00	\$3,500.00
16	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	3,500	\$ 8.50	\$29,750.00	\$12.00	\$42,000.00	\$8.55	\$29,925.00	\$9.25	\$32,375.00	\$9.60	\$33,600.00
17	DETECTABLE WARNINGS	SQ FT	530	\$ 32.00	\$16,960.00	\$30.00	\$15,900.00	\$22.00	\$11,660.00	\$24.00	\$12,720.00	\$26.00	\$13,780.00
18	CLASS D PATCHES, 4 INCH	SQ YD	460	\$ 35.00	\$16,100.00	\$30.00	\$13,800.00	\$38.00	\$17,480.00	\$46.00	\$21,160.00	\$28.00	\$12,880.00
19	AGGREGATE BASE COURSE REMOVAL AND REPLACEMENT, 12"	SQ YD	972	\$ 30.00	\$29,160.00	\$32.00	\$31,104.00	\$25.00	\$24,300.00	\$24.00	\$23,328.00	\$24.00	\$23,328.00
20	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	FOOT	2,978	\$ 45.00	\$134,010.00	\$37.00	\$110,186.00	\$35.70	\$106,314.60	\$38.00	\$113,164.00	\$36.75	\$109,441.50
21	AGGREGATE SHOULDERS, TYPE B	TON	70	\$ 40.00	\$2,800.00	\$40.00	\$2,800.00	\$85.00	\$5,950.00	\$65.00	\$4,550.00	\$45.00	\$3,150.00
22	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	21	\$ 550.00	\$11,550.00	\$500.00	\$10,500.00	\$350.00	\$7,350.00	\$400.00	\$8,400.00	\$700.00	\$14,700.00
23	SEEDING, COMPLETE	SQ YD	931	\$ 15.00	\$13,965.00	\$16.50	\$15,361.50	\$11.15	\$10,380.65	\$10.55	\$9,822.05	\$9.50	\$8,844.50
24	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$17,575.50	\$17,575.50	\$9,000.00	\$9,000.00	\$36,200.00	\$36,200.00
					\$904,221.55		\$837,539.55		\$856,588.00		\$859,813.25		\$947,866.00

LOW BIDDER

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: July 14, 2020
SUBJECT: Old Post Road Bridge Repair Contract Award

ACTION REQUESTED:

Approval of a Resolution Authorizing the Execution of a Contract to Winner Excavating, Inc. of Yorkville, Il in the Amount of \$119,567.44 for the Old Post Road Bridge Repair Project.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Public Works

SUBMITTED BY: Susan Quasney, CFM, Project Engineer

FISCAL IMPACT:

FY21 Budget for Bridge Repair: Acct. #3003000-572000 Infrastructure – \$167,000

BACKGROUND:

HR Green was approved to develop plans for bridge repairs on Old Post, Barnaby, and Pearces Ford Roads in November of 2019.

DISCUSSION:

During the design process it was determined that all three bridges would require more extensive repairs than initially estimated to provide a long-lasting solution. Old Post bridge was targeted, based on it being in the poorest condition and requiring more immediate attention. It was determined that the other bridges could wait on repairs so they were removed from FY21 to stay

below the budgeted amount. We will include these repairs in a future capital improvement program.

On July 2, 2020, the Village opened six bids for the Old Post Bridge Repair project. The six bids ranged from \$119,567.44, submitted by Winninger Excavating, Inc, to \$245,187.00. Though Winninger has not worked directly for the Village, they have been working as a subcontractor on the Reserve at Hudson Crossing project and have performed satisfactorily.

RECOMMENDATION:

Staff recommends awarding the contract to Winninger Excavating, Inc. of Yorkville, IL in the Amount of \$119,567.44.

ATTACHMENTS:

- Resolution
- Exhibit A – Winninger Excavating, Inc. Contract
- Bid Tab

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH WINNINGER EXCAVATING, INC. OF YORKVILLE, IL IN THE
AMOUNT OF \$119,567.44 FOR THE OLD POST ROAD BRIDGE
REPAIR PROJECT.**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village desires to seek a contractor that provides road construction services; and

WHEREAS, Winninger Excavating, Inc is a highly qualified business with plentiful experience in road construction services; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
as follows:

SECTION 1. INCORPORATION OF RECITALS

That the recitals set forth above are incorporated here by reference.

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with Winninger Excavating, Inc, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with Winninger Excavating, Inc., Yorkville, IL in the amount of \$119,567.44 for the Old Post Road Bridge Repair Project, substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

All Resolutions or parts of Resolutions, in conflict with any of the provisions of this Resolution shall be repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH WINNINGER EXCAVATING, INC. OF YORKVILLE, IL IN THE
AMOUNT OF \$119,567.44 FOR THE OLD POST ROAD BRIDGE
REPAIR PROJECT.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, and thereafter approved by the Village President on the 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



INVITATION TO BID

Requesting:	Bid(s) For Old Post Road Bridge Repair and Roadway Improvements
Issue Date:	June 18, 2020
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	June 25, 2020, by 9:00 AM
Addendum Posted:	June 29, 2020, by 3:00 PM
Proposals Due:	July 2, 2020, at 10:30 a.m.
Public Opening:	bids.oswegoil.org
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

TABLE OF CONTENTS

LEGAL NOTICE..... 3
SPECIFICATIONS..... 4
GENERAL CONDITIONS 9
INSTRUCTIONS TO BIDDERS..... 14
CONTRACT 19
CONTRACT SIGNATURES 27
BID COST SHEET 29
DETAIL EXCEPTION SHEET 30
EQUIPMENT LIST 31
SUBCONTRACTOR LISTING 32
REFERENCES 33
CONTRACTOR BID AGREEMENT 34

**LEGAL NOTICE
INVITATION TO BID THE
OLD POST ROAD BRIDGE REPAIR AND ROADWAY IMPROVEMENTS**

The Village of Oswego will be accepting sealed bids for the Old Post Road Bridge Repair and Roadway Improvements until Thursday, July 2, 2020, at 10:30 AM. Bids will be virtually opened and read aloud publicly on the same day at 10:31 AM by going to bids.oswegoil.org.

Project Title: Invitation to Bid the Old Post Road Bridge Repair and Roadway Improvements
Proposal No. 20-6030-004

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their Bids 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to cparker@oswegoil.org. All answers will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on the award of contract, and 4. labor and material payment bond on award of contract.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to cparker@oswegoil.org until Thursday, June 25, 2020 at 9:00 AM local time. Responses will be posted in DemandStar by Monday, June 29, 2020 at 3:00 PM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker
Purchasing Manager

SPECIFICATIONS

In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for concrete and asphalt services.

The requirements listed below are intended for the Contractors to acquaint them with what is required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

The work sites are any primary and secondary streets, parking lots, and sidewalks located within the boundaries of the Village of Oswego, Illinois.

I. DESCRIPTION OF WORK

Work to be performed under this contract consists of roadway and bridge improvements within the Village of Oswego. This work shall include, but not be limited to, bridge repair, bridge fill replacement, hot-mix asphalt pavement removal, hot-mix asphalt surface course, hot-mix asphalt binder course, combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, sub-base removal and replacement, and all incidental and collateral work necessary to complete the project as described herein.

II. LOCATION OF WORK

This project consists of the rework of a bridge in the Village of Oswego. The bridge is located north of US 34 and west of Douglas Road along Old Post Road. The total length of the improvement is 54.84 feet.

III. MAINTENANCE OF ROADWAYS

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

IV. REDUCTION IN THE SCOPE OF WORK

The "Project Summary" is a listing of work to be completed. However, due to budgetary constraints the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract in accordance with Article 104.02 of the Standard Specifications.

No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.

V. MOBILIZATION

This Contract contains no provisions for Mobilization. Therefore, Section 671 of the Standard Specifications is deleted.

VI. TRAFFIC CONTROL AND PROTECTION

The Contractor should take particular note of the applicable portions of Article 107.14 of the Standard Specifications. All signs, except those referring to road closures or daily lane closures, shall be post mounted in accordance with the Highway Standards and Detour Plans, unless otherwise noted. Construction signs referring to daytime activity during working hours shall be removed, covered or turned away from the view of the motorists during nonworking hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the Highway Standard contained herein.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highways Standards, Supplemental Specifications, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

- Standards 701501, 701801
- Maintenance of Roadways
- Construction and Maintenance Signs (LR 702)
- Flaggers in Work Zones (LRS#4)

The Contractor shall contact the Village, at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to traffic at all times, and access to abutting property shall be maintained.

The Contractor shall be responsible for providing a proposed scheduling, phasing and traffic control plan in accordance with the notes and details within the plans. The Village will review these plans and provide the contractor with any necessary modifications in writing. The

Contractor will then be responsible for incorporating these changes into the proposed scheduling, phasing and traffic control plan.

At the preconstruction meeting, the Contractor shall furnish the name and telephone number where he may be reached during non-working hours of the individual in his direct employ that is to be responsible for the installation and maintenance of the traffic control of this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his direct employ supervise this work.

This work and all traffic control will not be paid for separately but shall be included in the unit bid price for DETOUR SIGNING.

VII. COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of the removal and replacement of existing concrete curb and gutter at the locations shown in the plans. The replacement curb and gutter section shall be as directed by the Engineer and match that of the existing. This work shall be done in accordance with Section 440 and Section 606 of the Standard Specifications and the concrete shall meet the requirements of Article 1020.04 for SI concrete.

The minimum gutter flag depth of the new curb and gutter will be 9 inches, in accordance with the highway standards, regardless of the size and type of the existing curb and gutter.

Reinforcing bars may be embedded in old concrete curb. Sawing, removal, and disposal of reinforcing bars will not be paid for separately but shall be included in the cost of the item removed.

Removal of the existing curb and gutter shall be performed with a full-depth perpendicular saw cut, done in such a manner as to prevent damage to the curb and gutter to remain in place. Any saw cut edges broken off or otherwise damaged, or any curb sections to remain in place that are raised up or pushed down by the removal operation shall be removed and replaced to the satisfaction of the Engineer with no additional compensation to be made to the Contractor. The Contractor shall note that the Engineer will measure the curb and gutter as marked for replacement prior to removal of the existing curb. This measurement, as marked, will be the final payment quantity and shall be verified by the Contractor prior to removal.

Where new curb and gutter meets existing curb and gutter to remain, the gutters shall be connected with two 5/8" diameter reinforcing bars, twelve inches (12") long. Holes 5/8" in diameter shall be drilled six inches (6") into the existing concrete curb and gutter prior to driving reinforcing bars into place.

Contraction joints shall be provided at uniform intervals not to exceed twelve feet (12'). Construction joints with dowel bars shall be provided at the end of a day's pour. Expansion joints shall be constructed at intervals not to exceed sixty feet (60') or as determined by the Engineer and shall consist of a minimum of one inch (1") thick preformed expansion joint filler conforming to the cross-section of the curb and gutter and shall be provided with two (2) No. 5 (#5) by eighteen inch (18") coated smooth dowel bars conforming to Article 1006.11(b) of the Standard Specifications. The dowel bars shall be fitted with a cap having a pinched stop that will provide a minimum of one inch (1") of expansion.

All new curb and gutter shall be depressed at sidewalk ramp locations. The transition from full-height curb and gutter to depressed curb shall occur over a distance of three feet (3') minimum.

This work shall be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER of the type specified and COMBINATION CURB AND GUTTER REMOVAL, which price shall include all of the above including 4" of Aggregate Base Course Type B (CA-7 Crushed) under the new curb where unsuitable materials are found, and as directed by the Engineer.

VIII. SEEDING

This work shall be performed on the disturbed areas and as directed by the Engineer.

This work shall consist of furnishing, placing and shaping an average depth of 4 inches (4") of pulverized topsoil, Seeding Class 1A, Erosion Control Blanket (Article 251.04), Supplemental Watering and Fertilizer Nutrients at the rate of 270 pounds per acre, from the edge of proposed curb and/or sidewalk to taper into the existing parkway as shown on the plans and in the project summary.

This work shall be done in accordance with the applicable articles of Section 211, Section 250, Section 251 and Section 480 of the Standard Specifications.

In some areas; the thickness of topsoil may exceed 4 inches (4") to bring the proposed grade flush with the edge of pavement. The Contractor shall coordinate with the Engineer on restoration of the disturbed areas. Blending of the disturbed areas with the adjacent terrain based on this coordination is considered part of this contract and shall be paid at the contract unit price for the necessary items, which prices shall include all labor, material and equipment necessary to perform the work. The cost for the additional topsoil shall be included in the TOPSOIL pay item. The cost for supplemental watering shall be included in the cost of the seeding and fertilizer items.

IX. DETOUR SIGNING

This work shall consist of furnishing, installing, maintaining, relocating, repairing, and eventually removing temporary detour signs and their supports. All signs shall be either new or in a like-new condition, to the satisfaction of the Engineer.

X. MATERIALS

The signs shall be according to Article 1106.01 of the Standard Specifications.

XI. INSTALLATION

The sign sizes and legends shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder.

All detour signs shall have their own sign supports. The attachment of temporary detour signs to existing sign structures or sign panels will not be allowed. Any damage to existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

XII. BASIS OF PAYMENT

This work will be paid for at the lump sum price for DETOUR SIGNING.

GENERAL CONDITIONS

1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered not responsible and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this contract.

2. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

Due to the timing of this project, work shall be prohibited during certain public events in said area.

3. Customer Service & Private Property

- Respect for the property is very important. The Contractor should consider specialized equipment to minimize property damage.
- The Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.
 - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
 - Said photographs will support defense by Contractor against claims for the same.
 - Unresolved claims against the Contractor will delay approval of the final payment.

4. **Safety Officer**

- The Contractor shall provide a Safety Officer contact for the Village.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

5. **Method of Assignment**

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

6. **Equipment**

All Equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

7. **Traffic Control and Public Safety**

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have "slow-moving vehicle designators" as required. All vehicles and equipment must be marked to properly identify the Contractor's company, including phone number and must be visible at all times.

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and supplements to the above documents.
- E. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- F. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

8. Bid Bond

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents and the original must be mailed to the following:

Village of Oswego
Attn. Carri Parker, Bid Bond
100 Parkers Mill
Oswego, Il 60543

9. Performance and Labor and Material Payment Bonds

Unless specifically waived or amended, the successful bidder shall furnish at the time of execution of the contract a performance bond for the full amount of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

Performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

10. Retainage During Guarantee Period

Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.

11. Billing/Invoicing

All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the contract, or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues, etc.

12. Delivery of Materials

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

13. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

14. Decisions and Explanations by Village

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

15. Maintenance of Traffic

The purpose of this contract is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

All work shall be performed in accordance with IDOT Special Provision for Flaggers in Work Zones (LRS4), if applicable.

Normal rush hour traffic conditions are from 6:30 a.m. to 9:00 a.m., and 3:30 p.m. to 6:30 p.m. on certain high-volume roads. Work performed during these times will be restricted to secondary roads not subject to significant rush hour peaks. The Village shall determine which locations are subject to the above restrictions.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Bids:

- A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit a complete Bid package, including the following items:
 - a) **Signed Contract (2 copies)**
 - b) **Signed Bid Sheet**
 - c) **Detailed Exception Sheet**
 - d) **Equipment List**
 - e) **Subcontractors List**
 - f) **References**
 - g) **Signed Contractor Bid Agreement**
 - h) **Bid Bond (scanned and mailed)**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. 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 the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. 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 understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
- G. 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.
- H. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. 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.
- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

- K. 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.
 - L. 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 ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
 - M. 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.
 - N. 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.
 - O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and

obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

- 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. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
 - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages
4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
 - C. All awards made in accordance with this Code are final determinations.
 - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.

5. **Rejection of Bids:**
 - A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
 - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
 - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
 - D. Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

6. **Equal Opportunity:** The Bidder 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.

7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree 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.

8. **Execution of Documents:** The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
 - A. 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.
 - B. Bids that 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.
 - C. Bids that 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.
 - D. 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. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
 - E. Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed Contractor shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of

ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

CONTRACT

This contract is entered into this ____ day of _____ 2020, by and between the Village of Oswego (Village) and Winner Excavating, Inc. (Contractor).

The entire Bid package together with all Exhibits and attachments and the following sections apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the Contractor, or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues, etc.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:
- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
 - ii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. **Workers' Compensation and Employers Liability Insurance.** Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. **Umbrella / Excess Liability Insurance** Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
 - v. **Professional Liability Insurance.** Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such

insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and

amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or

anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the contracted amount; and

- D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$25,000.00).
8. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
9. **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.
10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by

employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

11. **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.
12. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
16. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.

17. **Additional Items:** The Contractor hereby:

- A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

By: _____
Village President

Attest:

Village Clerk

CONTRACTOR:

By: 

Signature

Attest:



Witness

Patrick Winninger President

Print Name and Title

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:


By:

Village President

Village Clerk

CONTRACTOR:

By:



Signature

Attest:



Witness

Patrick Winger President

Print Name and Title

CONTRACT

This contract is entered into this ____ day of _____ 2020, by and between the Village of Oswego (Village) and Winninger Excavating, Inc. (Contractor).

The entire Bid package together with all Exhibits and attachments and the following sections apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the Contractor, or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues, etc.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:

- i. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
- ii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- iii. **Workers' Compensation and Employers Liability Insurance.** Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
- iv. **Umbrella / Excess Liability Insurance** **Umbrella / Excess Liability Insurance.** Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- v. **Professional Liability Insurance.** Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such

insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and

- amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or

anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the contracted amount; and

- D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$25,000.00).
8. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
9. **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.
10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by

employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

11. **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.
12. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
16. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.

17. **Additional Items:** The Contractor hereby:
- A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
 - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
 - C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
 - D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
 - E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
 - F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
 - G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
 - H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

By: _____
Village President

Attest:

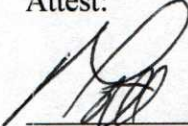
Village Clerk

CONTRACTOR:

By: 

Signature

Attest:

Witness

Patrick Winger President

Print Name and Title

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.


**Village of Oswego, Illinois,
a municipal corporation**

Attest:

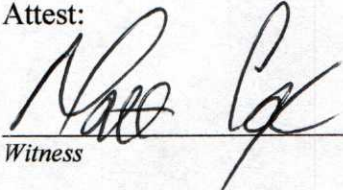
By: _____
Village President

Village Clerk

CONTRACTOR:

By: 

Signature

Attest:


Witness

Patrick Winninger President

Print Name and Title

BID COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

TOTAL COST:

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	786	27.10	21,300.60
20900110	POROUS GRAN BACKFILL	CU YD	254	34.20	8,686.80
21101615	TOPSOIL F & P 4	SQ YD	218	4.00	872.00
25000110	SEEDING CL 1A	ACRE	0.05	1,300.80	65.04
25000400	NITROGEN FERT NUTR	POUND	14	2.20	30.80
25000500	PHOSPHORUS FERT NUTR	POUND	14	2.20	30.80
25000600	POTASSIUM FERT NUTR	POUND	14	2.20	30.80
25100630	EROSION CONTR BLANKET	SQ YD	218	2.20	479.60
31101200	SUB GRAN MAT B 4	SQ YD	81	12.15	984.15
31101600	SUB GRAN MAT B 8	SQ YD	226	11.90	2,689.40
40600290	BIT MATLS TACK CT	POUND	560	1.25	700.00
40602970	HMA BC IL-9.5FG N70	TON	210	117.60	24,696.00
40604062	HMA SC IL-9.5 D N70	TON	210	121.30	25,473.00
42400200	PC CONC SIDEWALK 5	SQ FT	729	10.65	7,763.85
44000100	PAVEMENT REM	SQ YD	208	15.00	3,120.00
44000500	COMB CURB GUTTER REM	FOOT	110	10.80	1,188.00
44000600	SIDEWALK REM	SQ FT	729	1.30	947.70
60603800	COMB CC&G TB6.12	FOOT	110	45.05	4,955.50
X0900064	MEMBR WTRPR SYS B STR	SQ YD	226	54.95	12,418.70
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	914.20	914.20
Z0016702	DETOUR SIGNING	L SUM	1	1,876.10	1,876.10
Z0032470	JOINT SEALER	FOOT	328	1.05	344.40
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$ 119,567.44


 Signature of Authorized Representative

7/1/2020

Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

- Bid using WR Meadows PRECON Waterproofing Membrane
- Bid Using WR Meadows PRECON Mastic Tape
- Bid Using WR Meadows Hydralastic 836 Primer
-
-
-
-
-
-
-

EQUIPMENT LIST

Name	Make	Model	Year	Use
Dozer	John Deere	750K	2019	Grading
Excavator	John Deere	210G	2019	Demo, Excavation
Skid Loader	John Deere	333G	2020	Demo, Grading, Loading
Roller	Ingersoll Rand	ST100	2007	Compacting

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Geneva Construction Company

Business Name

1350 Aurora Ave.

Address

Aurora, IL 60505

City, State, Zip Code

630-892-4357

Telephone Number

Contact Person

\$63,588.35

Value of Work

Asphalt/Concrete Paving

Nature of Work

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Global Power Construction

Business Name

7S882 Camp Dean Rd

Big Rock, IL, 60511

Address

City, State, Zip Code

Dylan Fuller

630-556-4161

Contact Person

Telephone Number

October of 2019 through current

Gjovik Ford 27 acre site all Earthwork and Site Utilities

Dates of Service

Nature of Work

Reference No. 2

H Linden and Sons

Business Name

722 E South St

Plano, IL 60545

Address

City, State, Zip Code

Steve Linden

630-552-9955

Contact Person

Telephone Number

November 2020

Earthwork for Hudson Crossing roadway improvements

Dates of Service

Nature of Work

Reference No. 3

New Path Construction

Business Name

1300 Greenbrook Blvd

Hanover Park, IL 60133

Address

City, State, Zip Code

Craig Damm

630-881-8190

Contact Person

Telephone Number

April of 2016 through current

Multiple gas stations and car washes including all IDOT improvements

Dates of Service

Nature of Work

CONTRACTOR BID AGREEMENT

TO:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

The undersigned Bidder, in compliance with your advertisement for Bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this Bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications, and Contract Documents, including the invitation for Bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Patrick Winninger

Printed Name of Contractor

Winninger Excavating, Inc.

Company Name

1211 Deer St.

Address

Yorkville, IL 60560

City, State, Zip Code

630-364-8785

Phone Number

pwinninger@winningerexcavating.com

Email Address

Patrick Winninger

Printed Name of Authorized Representative

President

Title



Signature of Authorized Representative

7/1/2020

Date

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)
Winner Excavating, Inc.
1211 Deer Street Unit B
Yorkville IL 60560

SURETY:

(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

BOND AMOUNT: 10% of Bid Amount
1

PROJECT:

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

Old Post Road Bridge and Roadway Improvements
Removing gravel, installing waterproofing membrane and reinstalling stone plus paving.

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

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

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



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock, Dawn-Denise Szpisjak,
Christopher L. Spangler and Elizabeth Marro
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest... *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By... *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.


Witness the hand of the undersigned and the seal of said Company this 30th day of JUNE, 20 20.

(Corporate seal)

By... *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

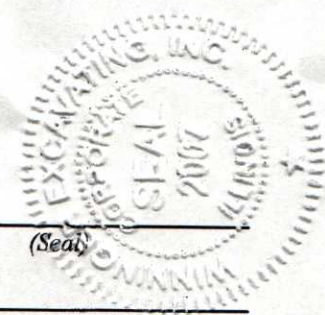


Signed and sealed this 30th day of June, 2020.


Wininger Excavating, Inc.

(Principal)

(Seal)



PRESIDENT

(Title)


(Witness)

Hudson Insurance Company

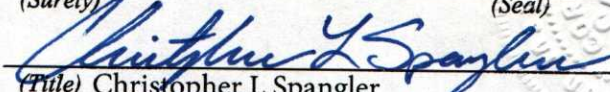
(Surety)

(Seal)





(Witness)


(Title) Christopher L Spangler

Attorney In Fact

Tabulation Sheet

Agency Name Village of Oswego

Bid Number ITB-20-6030-004-0-2021/CP

Bid Name Old Post Road Bridge Repair and Roadway Improvements

Bid Due Date 7/2/2020 10:00:00 AM

Bid Opening **Closed**

6 responses found.

✓ online,
 ☒ offline,
 ● not submitting,
 ⚠ not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Documents	Sent
Complete						
1 . Alliance Contractors Inc.	07/02/2020	1166 Lake Avenue, , Woodstock, IL, 60098	\$126914.16		Bidding Documents	✓
2 . Copenhaver Construction	07/02/2020	75 Koppie Drive, , Gilberts, IL, 60136-9663	\$180384.50		Bidding Documents	✓
3 . D Construction	07/02/2020	1488 S. Broadway, , Coal City, IL, 60416	\$135615.50		Bidding Documents	✓
4 . Kovilic Construction Co.	07/02/2020	3721 N. Carnation Street, , Franklin Park, IL, 60131	\$245187.00		Bidding Documents	✓
5 . MYS Inc.	07/01/2020	12416 S. Harlem Ave, , Palos Height, IL, 60463	\$152564.00		Bidding Documents	✓
6 . Wininger Excavating, Inc	07/02/2020	1211 Deer St, , Yorkville, IL, 60560	\$119567.44		Bidding Documents	✓

**Village of Oswego
Bill List
July 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
1001100	Azavar Audit Solutions	Cable Audit - June 2020	5,894.12	
1001100	Azavar Audit Solutions	Electric Audits - July 2020	77.71	
1001100	Azavar Audit Solutions	F&B Audit - June 2020	16.10	
1001100	Midwest Occupational Health M.S.	Reasonable Suspicion Training	1,000.00	FY20
1001100	OmniTRAX Holdings	Land Lease, 2 Parcels	1,465.99	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Fees COVID-19 - May 2020	1,033.50	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services, COVID-19	3,639.50	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services, COVID-19	3,900.00	
			Corporate Total:	17,026.92
Community Relations:				
1002000	WebLinx, INC.	May Website Maintenance	175.00	
			Community Relations Total:	175.00
Community Development:				
1003000	Illinois Heritage Association	Annual Membership Dues, NZ	45.00	
			Community Development	45.00
Finance:				
1004000	GFOA	Interactive Internet Training-MH	35.00	
			Finance Total:	35.00
Information Technologies:				
1004500	CDW Government, INC	Mimecast Antispam and E-Discovery	1,420.90	
1004500	CDW Government, INC	Mimecast Antispam and E-Discovery	10,160.80	
1004500	CDW Government, INC	Mimecast Antispam and E-Discovery	6,283.30	
1004500	Current Technologies, INC	Current Technologies - IT Services Support	12,500.00	
1004500	MCCI, LLC	MCCI - JustFOIA Software - Add-On	1,425.00	FY20
			Information Technologies Total:	31,790.00
Police:				
1005030	Elvin, Ron	Police Commission Meetings	25.00	
1005030	Hahn, Jeff	Police Commission Meetings	25.00	
1005030	Krantz, Tom	2019 OPD Photos & Composite	1,095.00	FY20
1005040	Nick's Emergency Lighting	Install Truck Vault Box-Sq #13	200.00	
1005030	Niesman, Carrie	Police Commission Meetings	25.00	
1005030	Oswego Printing Service	Crime Prevention Notice Forms	251.33	
1005030	Thomson Reuters- West	IL Compiled Statutes Supplement	100.00	
			Police Total:	1,721.33
Public Works:				
1006050	Al Warren Oil Co, INC	Diesel Fuel	419.77	
1006050	Al Warren Oil Co, INC	Gasoline Fuel	907.91	
1006040	Americana Landscape	Contract Mowing	21,994.00	
1006040	Americana Landscape	Landscaping Contract, Pond Maintenance	3,456.25	FY20
1006010	Clarke Mosquito Control	Mosquito Management	21,266.50	
1006030	Clean Sweep	Street Sweeping	13,137.00	
1006030	Comed	1000 Station Drive, Park & Ride	239.03	
1006030	Comed	104 E Jackson Street Lighting	87.87	
1006030	Comed	2454 Rt 30 Street Lighting	58.10	
1006030	Comed	Master Account Traffic Signals	212.42	
1006030	Comed	Master Acct. Street Lights	2,195.92	
1006030	Comed	Street Lighting-Controller 1945 Wiesbrook	39.85	
1006030	Frost Electric Company	Street Light Repair	895.00	
1006030	Frost Electric Company	Street Light Repair	1,215.00	
1006060	Imperial Service Systems	PD - Monthly Janitorial Services	3,276.00	
1006060	Imperial Service Systems	PW/Water - Monthly Janitorial Services	311.00	
1006060	Imperial Service Systems	VH - Monthly Janitorial Services	1,886.00	
1006010	Janroy Stamps	Notary Stamp	32.90	
1006060	Johnson Controls, INC	VH - Cleaned Chiller Coils, Checked Flow Switch	847.50	
1006060	Johnson Controls, INC	VH - HVAC Controls Work	908.00	
1006060	Johnson Controls, INC	VH - Replaced Failed Chiller Flow Switch	1,243.63	
1006060	Johnson Controls, INC	VH - Replaced Supply Fan Motor, Air Handler 3	4,258.88	
1006030	Meade Electric Company	Traffic Signal Locate	228.05	
1006030	Meade Electric Company	Traffic Signal Repair	1,669.03	
1006030	Meade Electric Company	Traffic Signal Repair	646.26	
1006030	Meade Electric Company	Traffic Signal Repair	687.86	

**Village of Oswego
Bill List
July 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006030	Meade Electric Company	Traffic Signal Repair	1,895.14	
1006030	Meade Electric Company	Traffic Signal Repair	322.08	
1006030	Meade Electric Company	Traffic Signal Repair	1,084.39	

Public Works Total: 85,421.34
General Fund Total: 136,214.59

Water & Sewer Fund:

5006070	Al Warren Oil Co, INC	Diesel Fuel	513.06
5006070	Al Warren Oil Co, INC	Gasoline Fuel	1,109.66
5006070	Clean Sweep	Street Sweeping - Hickory & Forest	210.00
5006070	Comed	Master Account Lift Stations	834.82
5006070	Concentric Integration	SCADA Program Changes	579.60
5600000	GARY BENA	Overpayment of Utility Bill	157.11
5006070	Hawkins Water Treatment	Well 11-Chlorine Water Treatments	172.50
5006070	Hawkins Water Treatment	Well 3-Chlorine Water Treatments	96.00
5006070	Hawkins Water Treatment	Well 3-Phosphate Water Treatments	393.19
5006070	Hawkins Water Treatment	Well 4-Chlorine Water Treatments	325.50
5006070	Hawkins Water Treatment	Well 4-Phosphate Water Treatments	393.19
5006070	Hawkins Water Treatment	Well 7-Chlorine Water Treatments	96.00
5006070	Hawkins Water Treatment	Well 7-Phosphate Water Treatments	501.32
5006070	Hawkins Water Treatment	Well 8-Chlorine Water Treatments	96.00
5006070	Hawkins Water Treatment	Well 8-Phosphate Water Treatments	953.49
5006070	Hawkins Water Treatment	Well 9-Chlorine Water Treatments	249.00
5006070	Hawkins Water Treatment	Well 9-Phosphate Water Treatments	393.19
5006070	Imperial Service Systems	PW/Water - Monthly Janitorial Services	311.00
5006070	Itron, INC.	Hosting Services	4,584.94
5006070	Layne Christensen Co	Well 9 Troubleshooting	750.00
5006070	Metropolitan Industries	Emergency Lift Station Repairs	5,025.00
5000000	PRICHARD, PATRICIA	Overpayment of Utility Bill	13.48
5000000	SCOTT DEVINE	Overpayment of Utility Bill	28.19
5006070	Suburban Laboratories	Annual Water Quality Samples	1,616.50
5000000	VACO	Overpayment of Utility Bill	117.18
5006070	Water Remediation Technology	Base Treatment Charges	3,807.73
5006070	Water Remediation Technology	Base Treatment Charges	6,258.92
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Base Treatment Charges	4,873.90
5006070	Water Remediation Technology	Excess Volume Credit	-3,452.22

Water & Sewer Fund: 55,377.75

Water & Sewer Capital Fund:

5106070	Baxter & Woodman Co	Well 6 & 8 Construction Services	45.00
5106070	Baxter & Woodman Co	Well 6 & 8 Construction Services	1,941.25
5106070	Baxter & Woodman Co	Well 6 & 8 Construction Services	1,578.04
5106070	Baxter & Woodman Co	Well 6 & 8 Construction Services	3,336.25
5106070	Copenhaver Construction	Stone Hill LS Decommission	31,601.97
5106070	Ferguson Waterworks	New Construction Meters	12,876.30
5106070	Ferguson Waterworks	New Construction Meters	338.60
5106070	Ferguson Waterworks	Water Meter Purchase	876.76
5106070	Ferguson Waterworks	Water Meter Purchase	876.76
5106070	Ferguson Waterworks	Water Meter Purchase	43,610.00
5106070	Ferguson Waterworks	Water Meter Purchase	6,148.73
5106070	Ferguson Waterworks	Water Meter Purchase	117.85
5106070	Ferguson Waterworks	Water Meter Purchase	5,676.30
5106070	HR Green, INC.	Residential Watermain Replacement	1,250.00
5106070	HR Green, INC.	Stone Hill LS Construction Services	425.00
5106070	HR Green, INC.	Stone Hill LS Decommission	700.00 FY20

Water & Sewer Capital Fund: 111,398.81

Capital Fund:

3003000	ClientFirst Consulting	Project Oversight: Implementation for ERP	912.50
3003000	Kasper & Nottage, PC	Lobbyist Services-July 2020	7,000.00

Capital Fund: 7,912.50

Public Improvement/Roads Fund:

2006030	HR Green, INC.	2020 MFT Resurfacing Program	1,800.00 FY20
---------	----------------	------------------------------	---------------

**Village of Oswego
Bill List
July 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
2006030	HR Green, INC.	2020 MFT Road Program, Part II Design	30,400.00	
				Public Improvement/Roads Fund: <u>32,200.00</u>
Garbage Fund:				
5606010	Groot Industries, INC	Garbage Services	221,127.64	
				Garbage Fund: <u>221,127.64</u>
Special Events Fund:				
2302000	Quick Signs	9 Banners for Social Distancing at Fireworks	1,080.00	
2302000	Thrush Services, INC	Handicapped Restroom with Hand Sanitizer	200.00	
2302000	Thrush Services, INC	Port-o-Potties and Sinks for 8/6 Drive-In	575.00	
2302000	Thrush Services, INC	3 Port-o-Potties and 3 Sinks for Drive-In	575.00	
				Special Events Fund: <u>2,430.00</u>
Restricted Police Fund:				
2405010	Fulton Technologies	Warning Siren Items	5,961.17	
				Restricted Police Fund: <u>5,961.17</u>
Subdivision Escrow Fund:				
9000000	Baxter & Woodman Co	171030.80-The Springs, Prairie Mkt	150.00	
				Sub Escrow Fund: <u>150.00</u>
TIF Fund:				
2503500	Copenhaver Construction	Block 11 Construction	234,102.26	
2503500	Electrical Options LLC	Reserve at Hudson Crossing	18,743.25	
2503500	Roake & Associates, INC	Block 11 Construction	52,683.96	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	153,435.57	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	1,178,072.54	
				TIF Fund: <u>1,637,037.58</u>
Other General Fund:				
1000000	I.U.O.E. Local 150	Union Dues	32.00	
1000000	I.U.O.E. Local 150	Union Dues	989.42	
1000000	I.U.O.E. Local 150	Union Dues	216.00	
1000000	Oswego Inn	Refund Special Event Permit-Prairiefest	25.00	
1000000	Trustmark	Voluntary Insurance	135.42	
1000000	Trustmark	Voluntary Insurance	443.98	
1000000	Trustmark	Voluntary Insurance	1,633.04	
1009999	Wilfinger, Mary E	Overpayment of OVT 59838	5.00	
				Other General Fund: <u>3,479.86</u>
				Grand Total: <u><u>2,213,289.90</u></u>

RESOLUTION NO. 20 - R - __

RESOLUTION RATIFYING THE VILLAGE PRESIDENT’S EXECUTIVE ORDERS AND EXTENDING THE DECLARATION OF LOCAL EMERGENCY AND DISASTER

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, on March 16, 2020, Village President, Troy Parlier, declared a Local State of Emergency and a Disaster to assist residents and ease certain Village regulations during the COVID-19 outbreak; and

WHEREAS, on April 1, 2020, Governor J.B. Pritzker issued Executive Order No. 18 (“Extended Stay at Home Order”), in which he extended through April 30, 2020, his previous requirement that all non-essential business and operations cease; and

WHEREAS, on April 30, 2020, Governor J.B. Pritzker issued Executive Order No. 31 (“Extended Stay at Home Order”), in which he extended through May 29, 2020, his previous requirement that all non-essential business and operations cease; and

WHEREAS, on May 29, 2020, Governor J.B. Pritzker issued Executive Order No. 36 (“Restoring Illinois, Community Recovery Order”), in which he ended the Stay at Home Order and extended the statewide disaster declaration through June 26, 2020; and

WHEREAS, on June 26, 2020, Governor J.B. Pritzker issued Executive Order No. 41 (“Community Revitalization Order”), with the intent to safely and conscientiously resume and expand activities that were paused or limited and provide public health requirements for individuals, businesses, nonprofits and other organizations and extended the statewide disaster declaration through July 25, 2020; and

WHEREAS, Village President, Troy Parlier, previously issued Executive Orders 2020-01, 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 and 2020-09 to provide assistance and directives for residents and businesses during this emergency; and

WHEREAS, Village President, Troy Parlier determined that state’s semi-return to normalcy means many of the measures contained within those Executive Order are no longer necessary, while other Orders need to be extended or adjusted given current circumstances; and

WHEREAS, it is in the best interest of the Village to approve and ratify the Village President’s Executive Orders 2020-07, 2020-08 and 2020-09 and rescind Executive Orders 2020-01, 2020-02, 2020-03, 2020-04, 2020-05 and 2020-06.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. RATIFICATION AND RESCINDING OF EXECUTIVE ORDERS

The Village President’s Executive Orders 2020-07 to 2020-09 are hereby approved and ratified and Executive Orders 2020-01, 2020-02, 2020-03, 2020-04, 2020-05 and 2020-06 are hereby rescinded by the Village Board of Trustees as actions and orders of the Village Board pursuant to its statutory and home rule authority.

SECTION 3. EXTENSION OF DECLARATION OF LOCAL EMERGENCY AND DISASTER

The Village Board hereby extends the Declaration of Local State of Emergency and Disaster through August 4, 2020.

SECTION 4. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be and are hereby repealed.

SECTION 5. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any provision invalid, all provisions not ruled invalid shall continue in full force and effect.

SECTION 6. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

Approved by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

Troy Parlier, Village President

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION RATIFYING THE VILLAGE PRESIDENT'S
EXECUTIVE ORDERS AND EXTENDING THE DECLARATION
OF LOCAL EMERGENCY AND DISASTER**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 14th day of July 2020, and thereafter approved by the Village President on the 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: July 14, 2020

SUBJECT: BP Oswego (Orchard Rd/Rt. 34- Request for Video Gaming License)

ACTION REQUESTED:

Consideration to Approve a Class “B-2” liquor license and video gaming license to BP Oswego (Orchard Rd/Rt 34).

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

On May 12, 2020, The Village Board passed Ordinance No. 20-25 which allowed for gas stations and convenience stores to apply for a video gaming license.

DISCUSSION:

Staff was approached by Mr. Rajan Mahadevia with a request for video gaming license for the BP gas station located at 6501 Route 34 (corner of Orchard Road and Route 34). Per the requirements, staff has obtained the following:

- Site plans which have been reviewed by the Village’s Chief Building Inspector with direction given to proceed through the request process
 - Plans include:
 - ✓ Two (2) ADA accessible restrooms
 - ✓ One (1) hand sink in each restroom

- ✓ Gaming area is less than 50% of the public accessible area of the business
- ✓ Gaming area is separated by a permanent barrier
- If Board approves the liquor and video gaming license, the applicant will be subject to a full plan review as part of the build-out
- Written request for a “B-2” liquor license
 - License authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises.
 - License holders are allowed to apply for a video gaming license through the State and Village.
 - License is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store.
 - Re-classification of the liquor license will not affect their State issued liquor license.
- Written permission from property owner
- Confirmation of current Food & Beverage Tax payments
- Valid Business Registration is on file
- Valid Certificate of Occupancy is on file
 - Will be subject to additional permit requirements as part of the build-out

The applicant also intends on opening a Krispy Krunchy Chicken inside the store. This buildout is separate from the request for a video gaming license but will be part of the overall buildout and is included in the attached proposed site plans.

Any applicable applications, building permits, planning approvals, certificate of occupancy and State video gaming license must be applied for and approved prior to operating video gaming terminals. Any change in use, change in business, change of occupancy or construction will require the same. All proposed construction or occupancy must meet Village, building and fire code requirements and any other applicable regulations related to the proposed use.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to increase a Class “B-2” liquor license for B2MP Oswego Inc., dba BP Oswego and to decrease their current Class “B-1” liquor license; and approve an ordinance to increase a Class “B-2” video gaming license.

ATTACHMENTS:

- Ordinances
- Site Plans
- Permission Letter
- Pre-Qualification Application

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

Alcoholic Beverages

**(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class “B-2” Liquor
License and Decrease Class “B-1” Liquor License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 14th day of July 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on July __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

Alcoholic Beverages

(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class “B-2” Liquor License and Decrease Class “B-1” Liquor License)

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, B2MP Oswego Inc., dba BP Oswego has requested a reclassification from a Class “B-1” liquor license to a “B-2” liquor license which authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises; and

WHEREAS, Class “B-2” license holders are allowed to apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “B-2” liquor licenses from zero (0) to one (1) licenses; and the decrease of the number of Class “B-1” liquor licenses from 18 (eighteen) to seventeen (17). That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than five (5) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than seventeen (17) Class B-1 licenses in effect at any one time.
- There shall be no more than one (1) Class B-2 licenses in effect at any one time.
- There shall be no more than eighteen (18) Class C licenses in effect at any one time.
- There shall be no more than four (4) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than four (4) Class F-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class G license in effect at any one time.
- There shall be no more than zero (0) Class H license in effect at any one time.
- There shall be no more than zero (0) Class I license in effect at any one time.
- There shall be no more than zero (0) Class J license in effect at any one time.
- There shall be no more than one (1) Class K license in effect at any one time.
- There shall be no more than one (1) Class L license in effect at any one time.
- There shall be no more than zero (0) Class M license in effect at any one time.
- There shall be no more than two (2) Class N license in effect at any one time.
- There shall be no more than one (1) Class O license in effect at any one time.
- There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

Alcoholic Beverages
(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class "B-2" Liquor License and Decrease Class "B-1" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, approved by the Village President on 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class “B-2” Video
Gaming License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 14th day of July 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on July __, 2020.

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class “B-2” Video
Gaming License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, B2MP Oswego Inc., dba BP Oswego has requested a Class “B-2” video gaming license which allows the licensee to sell to apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “B-2” video gaming licenses from zero (0) to one (1) license. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF VIDEO GAMING LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than five (5) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than one (1) Class B-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class C licenses in effect at any one time.
- There shall be no more than one (1) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than zero (0) Class G licenses in effect at any one time.
- There shall be no more than one (1) Class N licenses in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

**Video Gaming
(B2MP Oswego Inc., dba BP Oswego, 6501 Route 34, Oswego IL; Increase Class "B-2" Video Gaming License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, approved by the Village President on 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



100 Parkers Mill • Oswego, Illinois 60543
630.554.3259
Website: http://www.oswegoil.org
registration@oswegoil.org

PRE-QUALIFICATION APPLICATION FOR VIDEO GAMING
(Please return completed application to the Village Clerk)

Applicant Name: Rajan Mahadevia Driver's License Number: [REDACTED]

Address: [REDACTED]

Telephone number: [REDACTED] Alternate Number: _____

D.O.B.: [REDACTED] Place of birth: India

Business Name: B2MP OSWEGO INC DBA BP OSWEGO

Business Address: 6501 US RT 34, Oswego, IL 60543

Mailing Address (if different): _____

Email Address: B2MPincoswego@gmail.com

Nature of Business (Principle Business Activity): Gas station

Location for which the license is requested: BP Oswego 6501 US RT 34 Oswego IL 60543

Business Phone Number: 630-554-5501 Liquor Classification: Class B-2

IBT No.: [REDACTED]

No. of Video Gaming Terminals to be placed at above establishment: 6
(Max Limit of 6 for Restaurants, Bars, Gaming Cafes, or Max limit of 10 for Truck Stops)

No. of Redemption Machines to be placed at above establishment (No Max Limit): 1

Will there be food service? Yes ___ No Will the food be prepared on-site? Yes ___ No

Do you own or operate other businesses with video gaming? ___ Yes No If yes, provide the date of opening and address of the business.

Date: _____ Address: _____

Has any license previously issued to you by the State, Federal or local authorities been revoked?
___ Yes No If yes, state the reasons and date of revocation: _____

Pursuant to Titles 3 & 6 of the Village of Oswego Code of Ordinances, I hereby certify that no changes have occurred or have been made since my last application and that I have read the above Pre-Qualification Application, and that all information contained therein is true and correct.

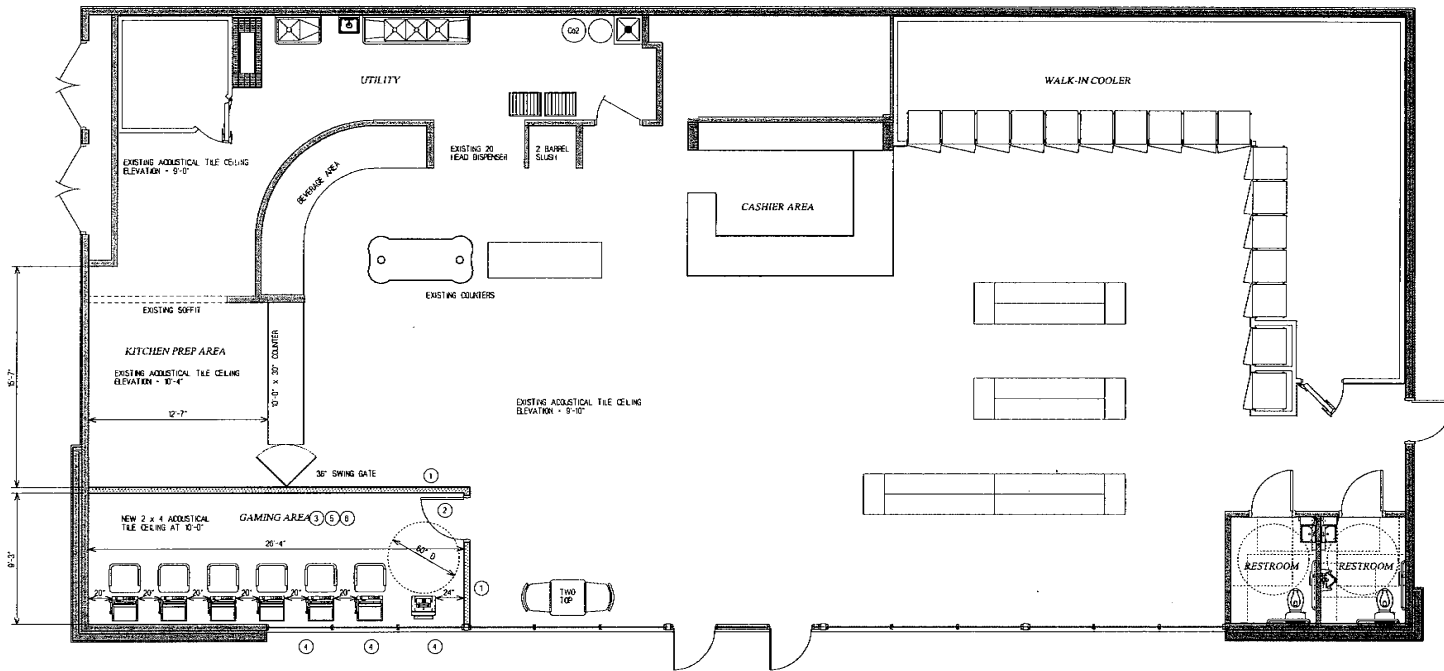
PENALTY: Any person found liable/guilty by a preponderance of the evidence of a violation of Village Code, relating to this licensing, in an administrative/judicial hearing shall be subject to a class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this code.

I understand any misrepresentations submitted may be cause for denial. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person or persons applying for video gaming are all of good moral character and have not been convicted of a felony; that if the applicant is approved hereunder, the undersigned will review the Village of Oswego Code of Ordinances, the State of Illinois Compiled Statutes and the Laws of the United State of America and is not disqualified by reason of any matter or thing contained in this document.

Name: Rajan Mahadeva Date: 5/13/20
(Please Print Name)

Signed: [Redacted Signature]
(Authorized Signature)

Title: Owner



PROPOSED FLOOR PLAN REMODEL - 2

SCALE: 1/4" = 1'-0"

- 1 NEW PARTITION WALL TO UNDERSIDE OF EXISTING ROOF STRUCTURE. 3x4" METAL STUDS 25 GA. AT 16" O.C. WITH SOUND ATTENUATION BLANKETS IN ALL WALLS. FINISH WALLS WITH 1/2" GYP BOARD EACH SIDE.
- 2 NEW ALUMINUM STOREFRONT DOOR WITH FULL HEIGHT TAMPERS GLASS. 3'-0" x 7'-0". GLASS TO BE TINTED TO MEDIUM DARK. INSTALL SPRING DOOR PROVIDE CLOSER, HOLD OPEN, REAR LATCH AND 1" LONG THROW BOLT AND LEVER. PUSH BAR AND PULL PLATE.
- 3 REPLACE FLOOR TILE AS NECESSARY TO MATCH EXISTING GAMES AREA FLOOR.
- 4 SET EXISTING EXTERIOR WINDOWS AT AREA OF GAMING ROOM.
- 5 INSTALL NEW LED LIGHT FIXTURES WITH DIMMABLE LIGHT SWITCH ON ITS OWN CIRCUIT.
- 6 PROVIDE AND INSTALL MINI-SPLIT MECHANICAL UNIT IN NEW GAMING AREA.

Ambrose
Design Group
PO BOX 1870
CRYSTAL LAKE, ILLINOIS
60039-1870
(847) 347-3171

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

PROJECT NAME AND LOCATION:
EXISTING BP - GAMING ROOM ADDITION
6601 US ROUTE 34
OSWEGO, ILLINOIS
PIN: 02-03-00-00-00-00
CLIENT: TONY FRANCIS
SHEET TITLE:
PROPOSED FLOOR PLAN - 2

DATE: 5-20-20
SCALE: 1/4" = 1'-0"

DRAWN BY: RJA
PROJECT NO.: 190704

THIS DOCUMENT, INCLUDING ALL OTHER DOCUMENTS SPECIFIC TO THIS PROJECT, IS THE PROPERTY OF AMBROSE DESIGN GROUP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO OTHER REUSE, REPRODUCTION, OR DISTRIBUTION IS PERMITTED WITHOUT THE WRITTEN CONSENT OF AMBROSE DESIGN GROUP, LLC.

SHEET
A-1
OF ONE



**CROSSAMERICA
PARTNERS LP**

LGP Realty Holdings, LP
600 Hamilton Street, Suite 500
Allentown, PA 18101
June 25, 2020

Tina Touchette, RMC, CMC
Village Clerk
Village of Oswego
ttouchette@oswegoil.org

Re: IL0006 – B2MP Inc., - Video Gaming and Alcohol Services

Tina,

As property owners at 6501 Route 34 West, Oswego, IL 60543, we grant approval for our Tenant, B2MP Inc., to provide Video Gaming and Alcohol Services at the location.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Mari Prudente".

Mari A. Prudente
DIRECTOR – Dealer Support
LGP Realty Holdings, LP

MAP/tgm

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: July 14, 2020
SUBJECT: Oswego BP (Douglas Rd/Rt. 34- Request for Video Gaming License)

ACTION REQUESTED:

Consideration to Approve a Class “B-2” liquor license and video gaming license to Oswego BP (Douglas Rd/Rt 34).

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

On May 12, 2020, The Village Board passed Ordinance No. 20-25 which allowed for gas stations and convenience stores to apply for a video gaming license.

DISCUSSION:

Staff was approached by Mr. Henry Patel with a request for video gaming license for the BP gas station located at 2791 Route 34 (corner of Douglas Road and Route 34). Per the requirements, staff has obtained the following:

- Site plans which have been reviewed by the Village’s Chief Building Inspector with direction given to proceed through the request process
 - Plans include:
 - ✓ Two (2) ADA accessible restrooms
 - ✓ One (1) hand sink in each restroom

- ✓ Gaming area is less than 50% of the public accessible area of the business
- ✓ Gaming area is separated by a permanent barrier
- If Board approves the liquor and video gaming license, the applicant will be subject to a full plan review as part of the build-out
- Written request for a “B-2” liquor license
 - License authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises.
 - License holders are allowed to apply for a video gaming license through the State and Village.
 - License is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store.
 - Re-classification of the liquor license will not affect their State issued liquor license.
- Written permission from property owner
- Confirmation of current Food & Beverage Tax payments
- Valid Business Registration is on file
- Valid Certificate of Occupancy is on file
 - Will be subject to additional permit requirements as part of the build-out

Any applicable applications, building permits, planning approvals, certificate of occupancy and a State video gaming license must be applied for and approved prior to operating video gaming terminals. Any change in use, change in business, change of occupancy or construction will require the same. All proposed construction or occupancy must meet Village, building and fire code requirements and any other applicable regulations related to the proposed use.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to increase a Class “B-2” liquor license for Shree Sudarsan BP Inc., dba Oswego BP and to decrease their current Class “B-1” liquor license; and approve an ordinance to increase a Class “B-2” video gaming license.

ATTACHMENTS:

- Ordinances
- Site Plans
- Permission Letter
- Pre-Qualification Application

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Alcoholic Beverages
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class “B-2”
Liquor License and Decrease Class “B-1” Liquor License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 14th day of July 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on July __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

**Alcoholic Beverages
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class “B-2” Liquor License and Decrease Class “B-1” Liquor License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, Shree Sudarsan BP Inc., dba Oswego BP has requested a reclassification from a Class “B-1” liquor license to a “B-2” liquor license which authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises; and

WHEREAS, Class “B-2” license holders are allowed to apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “B-2” liquor licenses from one (1) to two (2) licenses; and the decrease of the number of Class “B-1” liquor licenses from 17 (seventeen) to sixteen (16). That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than five (5) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than sixteen (16) Class B-1 licenses in effect at any one time.
- There shall be no more than two (2) Class B-2 licenses in effect at any one time.
- There shall be no more than eighteen (18) Class C licenses in effect at any one time.
- There shall be no more than four (4) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than four (4) Class F-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class G license in effect at any one time.
- There shall be no more than zero (0) Class H license in effect at any one time.
- There shall be no more than zero (0) Class I license in effect at any one time.
- There shall be no more than zero (0) Class J license in effect at any one time.
- There shall be no more than one (1) Class K license in effect at any one time.
- There shall be no more than one (1) Class L license in effect at any one time.
- There shall be no more than zero (0) Class M license in effect at any one time.
- There shall be no more than two (2) Class N license in effect at any one time.
- There shall be no more than one (1) Class O license in effect at any one time.
- There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

Alcoholic Beverages
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class “B-2” Liquor License and Decrease Class “B-1” Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, approved by the Village President on 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 20 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class “B-2”
Video Gaming License)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 14th day of July 2020

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on July __, 2020.

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

**Video Gaming
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class “B-2”
Video Gaming License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, Shree Sudarsan BP Inc., dba Oswego BP has requested a Class “B-2” video gaming license which allows the licensee to sell to apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “B-2” video gaming licenses from one (1) to two (2) licenses. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF VIDEO GAMING LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than five (5) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than two (2) Class B-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class C licenses in effect at any one time.
- There shall be no more than one (1) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than zero (0) Class G licenses in effect at any one time.
- There shall be no more than one (1) Class N licenses in effect at any one time.

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____
PAM PARR	_____	BRIAN THOMAS	_____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of July 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

Video Gaming
(Shree Sudarsan BP Inc., dba Oswego BP, 2791 Route 34, Oswego IL; Increase Class "B-2"
Video Gaming License)

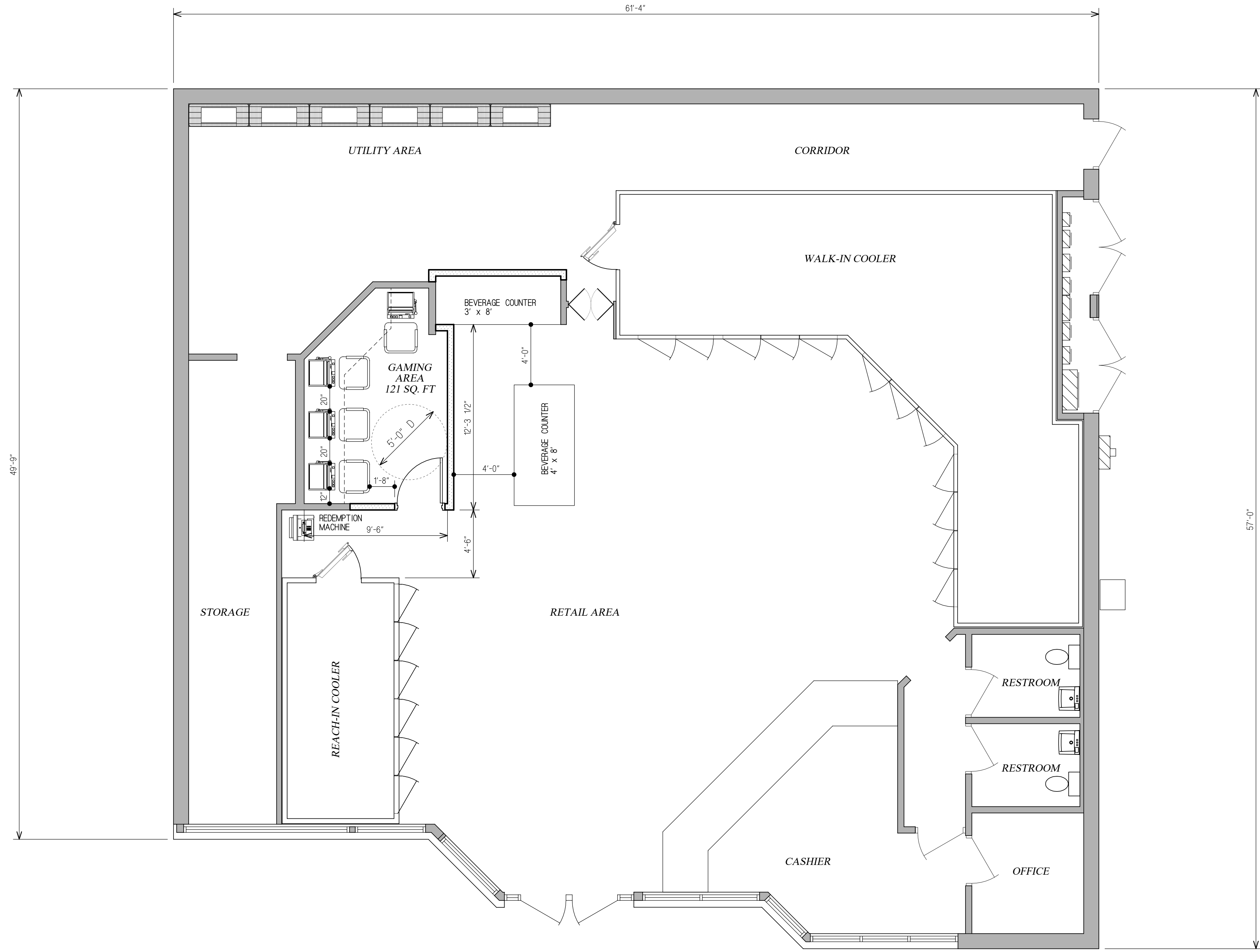
which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of July 2020, approved by the Village President on 14th day of July 2020.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present in person or by electronic means at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act with electronic participation as authorized by the Open Meetings Act during a declared disaster.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of July 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



PROPOSED FLOOR PLAN REMODEL

SCALE: 1/4" = 1'-0"

GROSS BUILDING AREA = 3299.01 SQ. FT.



PO BOX 1870
CRYSTAL LAKE, ILLINOIS
60039-1870
(847) 347-3721

NO	DESCRIPTION	DATE

PROJECT NAME AND LOCATION:
EXISTING BP - GAMING ROOM ADDITION
 2787 WALTER PAYTON MEMORIAL HWY (DOUGLAS)
 OSWEGO, ILLINOIS
 PIN: 00-00-000-000-0000
 CLIENT: **HENRY PATEL**
 SHEET TITLE:
PROPOSED FLOOR PLAN

DATE:
5-29-20

SCALE:
1/4" = 1'-0"

DRAWN BY:
RJA

PROJECT NO.:
200503

THESE DOCUMENTS, INCLUDING ALL DESIGN ELEMENTS DEPICTED BY THESE DRAWINGS, ARE THE PROPERTY OF AMBROSE DESIGN GROUP, LLC AND MAY NOT BE RE-USED, COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN PERMISSION OF AMBROSE DESIGN GROUP, LLC.

SHEET
A-1
OF ONE



100 Parkers Mill • Oswego, Illinois 60543
630.554.3259
Website: http://www.oswegoil.org
registration@oswegoil.org

PRE-QUALIFICATION APPLICATION FOR VIDEO GAMING
(Please return completed application to the Village Clerk)

Applicant Name: HENRY PATEL Driver's License Number: _____

Address: _____

Telephone number: _____ Alternate Number: _____

D.O.B.: _____ Place of birth: VASANA . GUJARAT.

Business Name: SHREE SUDARSHAN BP

Business Address: 2791 US RT. 34. OSWEGO IL 60543

Mailing Address (if different): _____

Email Address: OSWEGOBP@gmail.com

Nature of Business (Principle Business Activity): GASOLINE / GROCERY

Location for which the license is requested: 2791 US RT 34 OSWEGO IL 60543

Business Phone Number: (630) 636-7475 Liquor Classification: 1A112532

IBT No.: _____ CLASS - B - PACKAGE

No. of Video Gaming Terminals to be placed at above establishment: 5

(Max Limit of 6 for Restaurants, Bars, Gaming Cafes, or Max limit of 10 for Truck Stops)

No. of Redemption Machines to be placed at above establishment (No Max Limit): 1

Will there be food service? ___ Yes No Will the food be prepared on-site? ___ Yes No

Do you own or operate other businesses with video gaming? ___ Yes No If yes, provide the date of opening and address of the business.

Date: _____ Address: _____

Has any license previously issued to you by the State, Federal or local authorities been revoked?
___ Yes No If yes, state the reasons and date of revocation: _____

Fees:

- Liquor application; includes one (1) background check- \$250
- Additional background checks- \$100 each
- Class A Retailer's License- \$1,800 annually
- Class C Restaurant License- \$1,500 annually
- Class D Beer and Wine License- \$1,200 annually
- Class E Fraternal Society or Club License- \$750 annually
- Class G Golf Course/Clubhouse License- \$1,200 annually
- Business Registration- \$50 initial fee; \$25 annual renewal
- Contact the Building & Zoning Department regarding the fees associated with the Certificate of Occupancy
➤ 630-554-2310
- Video Gaming license fee- \$750 annually
- Video Gaming terminal fee- \$300 each annually
- Video Gaming redemption machine- \$50 each annually
- Video Gaming license fee NFP (Non-for-Profit)- \$200 annually
- Video Gaming terminal fee NFP (Non-for-Profit)- \$50 each annually
- Video Gaming redemption machine NFP (Non-for-Profit)- \$50 each annually
- Distributors License Fee- \$1,000 annually

*All fees are non-refundable.


Instructions:

- Complete the liquor license application and background check.
- Upon approval of the background check, the applicant must present their concept/business plan to the Village Board at a regularly scheduled Committee of the Whole meeting. Meetings are held on the first and third Tuesday of the month at 6:00 p.m.
- The Village Board will decide whether the applicant can move forward through the process of obtaining approval.
- If approval to move forward is obtained, staff will draft ordinances to be presented and approved at a regularly scheduled Village Board meeting Meetings are held on the first and third Tuesday of the month at 7:00 p.m. The applicant will be required to attend the meeting to answer additional questions from the Village Board.
- Once approved, the applicant may continue through the process of obtaining, State liquor and video gaming licenses, certificate of occupancy, business registration and completing the required food and beverage tax forms.

Pursuant to Titles 3 & 6 of the Village of Oswego Code of Ordinances, I hereby certify that no changes have occurred or have been made since my last application and that I have read the above Pre-Qualification Application, and that all information contained therein is true and correct.

PENALTY: Any person found liable/guilty by a preponderance of the evidence of a violation of Village Code, relating to this licensing, in an administrative/judicial hearing shall be subject to a class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this code.

I understand any misrepresentations submitted may be cause for denial. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person or persons applying for video gaming are all of good moral character and have not been convicted of a felony; that if the applicant is approved hereunder, the undersigned will review the Village of Oswego Code of Ordinances, the State of Illinois Compiled Statutes and the Laws of the United State of America and is not disqualified by reason of any matter or thing contained in this document.

Signed: 
(Authorized Signature)

Date: 11/4/19

Title: President