



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

BOARD OF TRUSTEES SPECIAL MEETING AGENDA TUESDAY, MAY 17, 2022 302 WILLOW STREET MAPLE PARK, IL

IMMEDIATELY FOLLOWING THE COMMITTEE OF THE WHOLE

1. CALL TO ORDER

2. ROLL CALL/QUORUM ESTABLISHED

3. **PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting.*

4. APPOINTMENTS

Appointments to Fill Vacant Positions as Needed

5. **RESOLUTION 2022-16 A RESOLUTION AWARDING THE BID AND AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO EXECUTE A CONTRACT AGREEMENT WITH VISU-SEWER OF ILLINOIS, LLC FOR SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND CLEANING FOR THE VILLAGE OF MAPLE PARK**

This Resolution awards the bid and authorizes the Village President or her Designee to execute a Contract Agreement with Visu-Sewer of Illinois, LLC for cleaning, televising and inspecting Village sanitary and storm sewers.

6. **RESOLUTION 2022-17 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A BLOCK PARTY**

This Resolution approves the Squires Crossing Block Party Application and street closure request for Saturday, June 4, 2022

7. RESOLUTION 2022-18 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF VILLAGE STREETS FOR “SUMMER IN THE STIX”

This Resolution approves the Lodi Tap House, LLC Summer in the Stix Event and street closure request for Saturday, July 29, 2022.

8. RESOLUTION 2022-19 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A MEMORIAL DAY CEREMONY

This Resolution approves the American Legion Post 312 Memorial Day Ceremony and street closure request for Monday, May 30, 2022.

9. ADJOURNMENT



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 13, 2022

SUBJECT: **RESOLUTION 2022-16 A RESOLUTION AWARDDING THE BID AND AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO EXECUTE A CONTRACT AGREEMENT WITH VISU-SEWER OF ILLINOIS, LLC FOR SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND CLEANING FOR THE VILLAGE OF MAPLE PARK**

Background

In 2020, the Village approved an Eight-Year Capital Improvement Plan/Maintenance Plan. Included in the plan was the televising, cleaning and inspection of the sanitary and storm sewer mains throughout the Village. Televising, cleaning and inspecting sanitary and storm sewer mains and their associated structures, such as catch basins, inlets, culverts, clean outs and manholes is the most effective method to inspect the internal condition of the mains and structures. It assists with determining if there is any blockage in the mains, if there are any breaks in the mains and in the case of sanitary sewer mains it can determine if stormwater is infiltrating into the wastewater treatment system and inflating the number of gallons of wastewater treated at the wastewater treatment facility.

The Village has been broken down into seven (7) work areas, this makes maintenance work more manageable and also breaks up the cost that can be identified in the CIP/MP and budgeted for annually. The Village chose to bid out televising, cleaning and inspecting Work Areas #1 and #2 first. These works areas are the oldest in the Village. Listed below is lineal feet and structure count for the Sanitary Sewer in Work Area #1:

Description	Work Area #1 – Lineal Feet	Work Area #2 – Lineal Feet	Total – Lineal Feet	Number of Structures
Sanitary Sewer	6,895	7,355	14,250	57
Storm Sewer	4,480	5,605	10,085	103
TOTAL	11,375	12,960	24,335	160

Cleaning includes jetting and root cutting and once the mains have been cleaned, they can be televised. The television of the lines tells where or not the pipe is broken or where lateral sanitary sewer lines from homes are disconnected from the main line or if a home has a cross connection where their stormwater is connected to the sanitary sewer instead of the storm sewer main. It can also tell whether a structure such as a manhole has failed and needs to be repaired.

When the system is being cleaned and jetted sometime toilets will burp or a small amount of sanitary water may come up in the basement or a bathtub. The contractor completing the work will assist the residents with cleanup, residents will then need to fix their system so that they do not have any permanent issues. Some work will require a permit and inspections.

On April 12, 2022, the Village sent out an Invitation to Bid, Bid#2022-001. The bid was advertised in the Daily Chronicle and on DemandStar, the Village's procurement system. The Village received one (1) bid from Visu-Sewer of Illinois, LLC. Listed below is the bid opening and tabulation information

Description	Visu-Sewer of IL
Sanitary Sewers - Work Areas #1 and #2	41,325.00
Sanitary Sewer - Structures	12,426.00
Storm Sewers - Work Areas #1 and #2	52,447.50
Storm Sewers - Structures	22,454.00
TOTAL	\$128,652.50
Optional Smoke Testing - Sanitary Sewers	\$12,825.00
TOTAL WITH SMOKE TESTING	\$141,477.50

Staff is not recommending that we complete smoke testing at this time. The removal of smoke testing from the bid reduces the base bid down to \$128,652.50. The Village had budgeted \$134,000.95, which is \$5,348.45 under budget. The base bid calculation did not include any heavy-duty cleaning costs because they are unknown. The \$5,348.45 equates to 11.26 hours of heavy-duty cleaning at \$475.00 per hour. Speaking with Visu-Sewer they do not believe we will need all 11 hours, but it is good to know even with heavy-duty cleaning, we will not be over budget.

The Village budgeted for the work to be paid for by the TIF District, Page 28, Account #13-00-8418 TIF Improvements. The Village budgeted for the sanitary sewer main work out to be paid by the Sewer Improvement Fund, Page 50, Account #56-5600 Maintenance and Repair.

Visu-Sewer of Illinois, LLC provided three (3) references as required by Bid #2022-001. The references included the Fox Metro Water Reclamation District and the Engineering firms for the Village of Frankfort and the Village of Popular Grove. All three (3) references confirm that Visu-Sewer has completed televising, jetting and inspection programs for the organizations they represent. All state that Visu-Sewer completed their contracts on-time and within budget. Fox Metro states that they have "worked with four (4) different contractors and Visu-Sewer is by far the best," and have the ability for seven (7) one-year renewals with Visu-Sewer.

Popular Grove states that they're very down to earth with how they operation and are good with residents. Visu-Sewer has calmed down a resident in a high jetting situation when plumbing backed up in their home because their main plumbing stack was in need of repair, they helped clean up the mess and made the resident feel better. He recommended providing additional time for our project. In the past they have had five (5) weeks of field work and four (4) weeks to complete the documentation.

Frankfort states that all their situations have run pretty smoothly. He states that" Todd Bonk, Mike Bright and Dave Alexander are super knowledgeable and quick to respond."

Promoting this program to Maple Park residents is going to be extremely important. Staff has asked Visu-Sewer and Metro, Frankfort and Popular Grove for the information they provided to their residents that way we can select the best method for keeping Maple Park informed what is going to happen when we televise, clean and inspect the system.

The bid originally called for the televising, cleaning, inspection and the reports and the DVD's be provided by June 30, 2022; Staff believes, after discussing the timetable with Visu-Sewer that would be in the best interest of the Village to postpone the delivery date of the project by two (2) weeks to July 13, 2022. This will give Visu-Sewer approximately, assuming we have all the documentation completed by May 25, 2022, five (5) weeks to complete the field work and two (2) weeks to produce the DVD's and the reports. This change can be made to the Agreement prior to the Agreement being executed.

Staff had planned on reviewing the DVD's even though the Visu-Sewer will provide a report. Staff would have a better understanding of the report and better equipped to review the televising videos with the Village Engineer prior to any repair or replacement bid specifications for repairs being drafted.

Recommendation

That the Village Board review and approve Resolution 2022-16 Awarding the Bid and Authorizing the Village President or Her Designee to execute a Contract Agreement with Visu-Sewer of Illinois, LLC for Sanitary and Storm sewer Closed Circuit Television (CCTV) Inspection and Cleaning for the Village of Maple Park.

Attachments

Visu-Sewer Bid #2022-001

Bid #2022-001 Daily Chronicle Bid Notice Publication Certification

Resolution 2022-16 Resolution Awarding the Bid

INVITATION TO BID
Bid #2022-001

**SANITARY AND STORM SEWER
CLOSED CIRCUIT TELEVISION (CCTV)
INSPECTION AND CLEANING &
OPTIONAL SMOKE TESTING
FOR THE VILLAGE OF MAPLE PARK:**



**VILLAGE OF MAPLE PARK
P. O. BOX 220
302 WILLOW ST.
MAPLE PARK, IL 60151
(815) 827-3309**

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**Legal Notice
Village of Maple Park
Invitation to Bid**

Official notice is hereby given that sealed bids will be received at the Village of Maple Park Civic Center, 302 Willow Street, Maple Park, Illinois, 60151 until 11:00 a.m. local time, on May 10, 2022, and then at said publicly opened and read aloud for the following:

Bid #2022-001

**Sanitary and Storm Sewer Cleaning and Close Circuit Television (CCTV) Inspection
& Optional Smoke Testing for the Village of Maple Park**

Scope of Work includes: Sanitary and Storm Sewer Cleaning and Closed-Circuit Television (CCTV) and Optional Smoke Testing of approximately 24,335 LF of mains varying from 4" – 36" in diameter and other structures. Heavy cleaning may be necessary in some of the 24,335 LF of mains that vary from 4" – 36" in diameter and in system structures.

Detailed specifications can be obtained by downloading a copy from the DemandStar link located on the Village's web site at www.villageofmaplepark.org.

Due at Bid Opening: Bid Bond – 10% Percent of Bid Amount (Certified or Cashier's Check made payable to Village of Maple Park).

Due Before Award: Contractor shall provide a Certificate of Insurance (with endorsements), Performance and Payment Bonds in the full amount of the full contract price.

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

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

Postmarks are unacceptable. Any Bid submitted, unsealed, unsigned, e-mailed, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

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

Interested and qualified protected class disadvantaged and veteran businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) are encouraged to bid on this project.

Dated: April 11, 2022
Dawn Wucki-Rossbach
Village Administrator

1. Intent

It is the intent of the Village of Maple Park hereto referred to as the "Village," to bid the Sanitary and Storm Sewer Televising, Cleaning with Optional Smoke Testing. For the Village of Maple Park, the contract includes the inspection and cleaning of both the sanitary and storm sewers for the purpose of determining the structural condition of the sewers within Work Area 1 and Work Area 2. Work Area 1 contains approximately 6,895 LF of sanitary sewer main between 4" and 15" in size and 4,480 LF of storm sewer main for a total of 11,375 LF between 4" and 15" in size. There are also approximately 34 structures that may also require televising, inspection and cleaning. Work Area 2 contains approximately 7,355 LF of sanitary sewer main between 4" and 12" in size and 5,605 LF of storm sewer between 4" and 36" in size. There are approximately 63 structures that may also require televising, inspection and cleaning.

These numbers are further described on "Exhibit A - Schedule of Prices – CCTV Inspection, Evaluation and Cleaning." The Village of Maple Park also wishes to optionally bid smoking testing the sanitary sewer lines within the Village, as described in "Exhibit B – Schedule of Prices – Optional Smoke Testing."

Work performed under this Bid, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. Bid, Unit and Net Prices

The Contractor shall provide pricing on the "Schedule of Prices" included in this bid per the specifications identified herein. The Contractor shall offer pricing for all items included on the "Schedule of Prices." The "Schedule of Prices" includes the base bid items and the optional smoke testing.

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

Bid prices shall be net, including therein transportation and handling charges F.O.B. Village of Maple Park, and shall further include all charges of whatsoever sort of labor and materials contained in the work or materials designated in the specifications and proposals.

The Village reserves the right to increase and/or decrease quantities, add or delete locations during the terms of the Agreement, whatever is deemed to be in the best interest of Maple Park.

In the event that the Contractor(s) is unavailable, the Village reserves the right to use whatever contractor is available to minimize and/or mitigate damages to the Village.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. Bidder Qualifications and Evaluation Criteria

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include, but is not limited to:

Bids shall be evaluated as follows (not listed in the order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform Scope of Work identified herein

4. Documents Obtained from Other Sources

DemandStar is the only official source for bid packages and supporting materials. Registration with DemandStar is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Maple Park cannot ensure that bidders who obtain bid packages from sources other than the DemandStar will

receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

5. Submission

Bids shall be submitted in an opaque sealed envelope to the Acting Village Clerk, Village of Maple Park, 302 Willow Street, Maple Park, Illinois, 60151, prior to the time and date set forth for the bid opening in the Notice to Bidders. Each bid shall be addressed to the Acting Village Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the Invitation to Bid.

6. Withdrawal of Bid

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

7. Competency of Bidder

The Bidder must present with their bid submission, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

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

8. Words and Figures

Where amounts are given in both words and figures, the words will be used.

9. Bid Award

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meet the specifications, including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any Government Agency for any debit or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

10. Term

The term of this agreement shall be one (1) year from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this Agreement.

At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

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

The Village reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

11. Volume/Estimated Quantities

The volumes identified herein are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

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

In the event awarded Contractor (s) is unavailable, the Village reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Village of Maple Park.

12. Security Guarantee

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 10% to serve as a guarantee that the bidders shall enter into a contract with each Government Agency to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Maple Park will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

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

13. Contract Bonds

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

- 12.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the base bid total cost acknowledged in the Notice of Award letter, as security for the faithful performance of the Village's contract.
- 12.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the base bid total cost acknowledged in the Notice of Award letter from the Village.
- 12.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

The undersigned Bidder agrees to provide a Performance Bond and a Payment Bond executed in accordance with the Contract Performance Bond form furnished by and acceptable to the OWNER and

written with _____

In the amount of 100% of the Grand Total of this cost of which is included in this Bid.

Cost of the bond for a Change Order is _____ percent of the change order cost.

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

14. 7Additional Information

Should the bidder require additional information about this bid, submit questions via email dwrossbach@villageofmaplepark.com. Questions are must be submitted by 12:00 Noon on Monday, April 28, 2022.

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

The Village of Maple Park recognizes that in some cases the information conveyed in this Bid may provide an insufficient basis for performing a complete analysis of the Bid requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Maple Park will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

15. Contact with Government Agency Personnel

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

16. Disclosures and Potential Conflicts of Interest (30 ILCS 500/50-35)

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

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

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

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

17. Silence of Specifications

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

18. Prevailing Wage

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> and use the most current Kane County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

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

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

19. Certified Payroll Requirements (Public Act 94-0515)

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

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

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

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

20. Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.)

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Maple Park's Village Administrator.

21. Employment of Maple Park Residents

If the Contractor awarded this bid need to hire employees for completing this work, the Village should receive notification regarding the hiring so that the notification can be posted on the Village website. The Village requests that Maple Park residents be given preference if all employment qualifications are equal.

22. Illinois Human Rights Act (775 ILCS 5/)

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

23. Substance Abuse Prevention on Public Works Project Act

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

24. Waiver of Workers Compensation/Occupational Disease Expense Reimbursement

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

25. Unbalanced Bids

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

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

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Maple Park.

26. Discrepancies

In all cases of discrepancies between the drawings and specifications, the Village Administrator shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

27. Omissions/Hidden Conditions

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

28. Field Modifications

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.

Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if she/he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

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

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

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

29. Reservation of Rights

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

30. Toxic Substances Disclosures

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

31. Definitions

- 31.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.
- 31.2 **Optional Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Optional Bid or Unit Prices.
- 31.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

32. Responsive Bid

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

33. Insurance

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 32.1 Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 32.2 Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 32.3 Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,
- 32.4 Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 32.5 Umbrella Coverage - \$2,000,000.00.
- 32.6 Contractor agrees that with respect to the above required insurance:
- 32.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- 32.6.2 To provide separate endorsements: to name the Village of Maple Park as an additional insured as their interest may appear, and to provide thirty (30) days' notice, in writing, of cancellation or material change.
- 32.6.3 The Contractor's insurance shall be primary in the event of a claim.
- 32.6.4 The Village of Maple Park shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- 32.6.5 A Certificate of Insurance that states that the Village of Maple Park has been endorsed as an "additional insured" by the Contractor's insurance carrier. **Specifically, this Certificate must include the following language: "The Village of Maple Park, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

32.6.6 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

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

34. Hold Harmless

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

35. Change in Status

The Contractor shall notify the Village of Maple Park immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Maple Park shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

36. Subcontractors

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

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

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

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

Failure to identify subcontractors could result in disqualification.

37. Change Orders

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

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

- 36.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 36.2 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 36.3 Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village Administrator.
- 36.4 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 36.5 A written Change Order must be issued by the Village Administrator prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

38. Invoices and Payments

The Contractor shall provide the Village of Maple Park for the services that it and all of its subcontractors undertake, an invoice. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice the Village, nor shall the Village pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to the Village of Maple Park detailing the services the Contractor provided directly to the Village of Maple Park. All services shall be invoiced based on unit pricing and quantities used. The Village of Maple Park shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of the Village of Maple Park. The Village of Maple Park shall make payments in accordance with the Local Government Prompt Payment Act.

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

Invoices shall be delivered to:

Village of Maple Park
P. O. Box 220
Maple Park, IL 60151

39. Precedence

Where there appears to be variances or conflicts, the following order of precedence shall prevail: the Project Specifications; the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

40. Jurisdiction, Venue, Choice of Law

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Kane County, State of Illinois for the Village of Maple Park whose office is in Kane County.

41. Non-Enforcement by Government Agency

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

42. Independent Contractor

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

43. Termination

The Village of Maple Park reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village of Maple Park for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Village of Maple Park shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

44. Non-Appropriations

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

45. Affidavits

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

- A. References
- B. Non-Collusion Certification
- C. Drugfree Workplace Certification
- D. Wage Rate Certification

46. Clean Construction and Demolition Debris (CCDD) and Uncontaminated Soil

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

47. Alternate and Multiple Bids

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

48. Contractor's/Business Registrations

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Business Registration with the Village of Maple Park in which the work is performed.

49. Audit/Access to Records

The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.

Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

- A. Negotiated prime contractors;
- B. Negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
- C. Sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

- A. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- B. If there is any indication that fraud, gross abuse, or corrupt practices may be involved.

50. Notice to Proceed

No work shall be undertaken prior to contract approval by the Contractor until the issuance of the Village of Maple Park's written Notice to Proceed.

51. Tax Exemption

Sales to the Village of Maple Park are exempt from State and local retailers' occupation tax, State and local service tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our tax exemption number is 99-960737.

52. Permits and Licenses

Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. ***Prior to performing any Work***, Contractor and all subcontractors must complete a Business Registration form for the Village of Maple Park. Contractor is directed to the permitting requirements (including but not limited to fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village of Maple Park's municipal code.

Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

53. Safety of Persons

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

54. Additional Safety Standards

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

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

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

55. OSHA Standards

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

56. Compliance with the Freedom of Information Act (FOIA)

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

57. Utilization of Minority and Women's Business Enterprises (MBE/WBE)

Bidders on this project are encouraged to utilize enterprises with the Small Business Administration under the Code of Federal Regulations, Title 13 as SB/SDB or WBE.

58. Jurisdiction, Venue, Choice of Law

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

59. Award of Contract

- A. The OWNER reserves the right to reject any and all Bids, to accept or reject any of the Bid alternatives, to waive any and all informalities, and to disregard all non-conforming or conditional Bids or counter-proposals.
- B. In evaluating the Bids, the OWNER shall consider: 1) The qualifications of the Bidders, 2) Whether or not the Bids comply with the described requirements, and 3) Unit prices and any alternates requested in the Bid forms. The OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work, for which the identity of subcontractors and other persons and organizations must be submitted as specified herein. The OWNER may conduct such investigations as necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the OWNER'S satisfaction within the prescribed time. The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'S satisfaction.
- C. If a Contract is awarded, it will be awarded to the lowest responsive Bidder whose evaluation by the OWNER indicates to the OWNER that the award will be in the best interests of the Project.
- D. If the Contract is awarded, the OWNER will give the apparent successful Bidder a Notice to Proceed within 30 days after the day of the Bid opening. To the extent that the 30-day period specified herein is in excess of any period specified by law for the award of contracts, submission of a bid by each Bidder shall constitute written consent of each such Bidder to an extension of time for award of the Contract to the end of such 45-day period.
- E. Within 10 days of the Notice of Award, the CONTRACTOR shall deliver the required contract security to the OWNER simultaneously with the delivery of the executed counterparts of the Agreement.

Labor Statutes, Records and Rates Construction Contracts

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

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

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country. "

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County and/or Will County and Lake County must be prominently posted at the project site by the Contractor.

4.0.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.0.2 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.0.3 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.1 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.1.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.1.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.1.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

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

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 6.1 Publishing a statement:
1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.2 Establishing a drug free awareness program to inform employees about:
1. the dangers of drug abuse in the workplace;
 2. the Village's or Contractor's policy of maintaining a drug free workplace;
 3. any available drug counseling, rehabilitation and employee assistance programs;
 4. the penalties that may be imposed upon employees for drug violations.

- 6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

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

2022 Sanitary and Storm Sewer Cleaning and
CCTV Inspection and Optional Smoke Test Bid
Summary Of Work

1.0 General

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean the Village of Maple Park.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with the Village of Maple Park for performance of prescribed work.

2.0 Scope of Project

This project includes quantities for approximately 24,355 Linear Feet of sanitary and storm sewer cleaning and closed-circuit televising (CCTV) inspection in various sizes ranging from (4"-36".) The work also includes heavy cleaning of an unknown quantity of the 24,355 Lineal Feet of various sizes ranging from (4"- 36".) The work contained on this project is located within easements, license areas, or rights-of-way of the Village of Maple Park.

This project may also include smoke testing for approximately 14,250 Lineal Feet of sanitary sewer, should the Village opt to include smoke testing in its bid award.

The Village of Maple Park has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Maple Park further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings prepared by the Village of Maple Park.

3.0 Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within ten working days after contract award by the Village of Maple Park. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the Village.

The Contractor shall coordinate directly with the Public Works Director/Building Inspector (or his/her designee) the Village of Maple Park to Schedule the work. Interim dates stated below unless agreed to by the Village of Maple Park in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

Completion, including, all punch list items – June 30, 2022.

4.0 Work Quality Inspection

As part of the sewer cleaning and televising, the contractor may be requested by the Engineer to open manholes for field inspection and/ or "punch list generation at no additional cost to the Village when project is near complete.

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

5.0 Prosecution and Progress

The Contractor shall complete all work under this Contract no later than **June 30, 2022**. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

6.0 Contractor's Use of Premises

- 7.1 Coordinate use of premises under direction of Public Works Director/Building Inspector
- 7.2 Assume full responsibility for protection and safekeeping of products under this Contract
- 7.3 Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner
- 7.4 Conduct operations to ensure least inconvenience to general public
- 7.5 See Appendix A for the Village's additional input on local parking plan

7.0 Pre-Construction Meeting

A pre-construction meeting with the Contractor will be held with the Village of Maple Park to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

- 7.1 The Contractor's proposed construction schedule
- 7.2 Name of sub-contractors (if applicable) involved in these projects
- 7.3 Name of Project Manager
- 7.4 Name of individual responsible for traffic control and maintenance
- 7.5 Emergency and Non-emergency Contact info including emails and phone numbers

8.0 Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the Public Works Director/Building Inspector and/or Village Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Public Works Director/Building Inspector and/or Village Engineer during each meeting. If any modifications to the proposed schedule are requested by the Public Works Director/Building Inspector/Building Inspector and/or the Village Engineer, the Contractor shall adjust his proposed schedule accordingly.

9.0 Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Public Works Director/Building Inspector/Building Inspector and/or the village Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

10.0 Safety

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

11.0 Measurement and Payment

- 11.1 Completed work shall be measured by the lineal footage of all sewer main and storm sewer main segments that have been tested and documented in accordance with the specifications.
- 11.2 The unit cost per foot, as listed in Exhibit A - Schedule of Prices CCTV Inspection, Evaluation and Clean and Optional Smoke Test, if applicable, shall be paid for the aggregate total length of all segments successfully tested and documented.
- 11.3 The unit price per lineal foot shall include the cost of all labor, materials, equipment, fees, services and other expenses associated with the completion of this project. No payment shall be allowed for work with no unit price listed on Exhibit A – Schedule of Prices.
- 11.4 Invoices shall be accompanied by waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork.
- 11.5 The Village of Maple Park Warrants List is approved by the Village Board on the first Tuesday of the month, contractors must submit invoices no later than 12:00 Noon on the Tuesday before the Village Board Meeting if they wish to receive payment. Checks will be mailed no later than the Friday following the Village Board Meeting.

12.0 Payment for Extra Work

Extra work shall not be started until authorization from the Village is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices.

13.0 Public Advisory

A minimum of **TWO** weeks prior to commencing with sewer cleaning, flushing and CCTV work, and smoke testing if approved, the Contractor shall coordinate with the Village of Maple Park to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties not less than 48 hours in advance whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Written notices must be approved by the Village of Maple Park prior to publication, and must contain specific information as to when the sewer service disruption will begin and end.

No customer shall be deprived of sanitary sewer service for more than eight consecutive hours unless approved by the Village.

The Contractor shall assume responsibility and liability for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, flushing, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the Village. The foregoing assumption of responsibility and liability will be waived by the Owner in the case of backups caused by the failure to reinstate laterals erroneously determined to be abandoned by the Owner.

"No Parking - Police Order" signs are available upon request at the office of the Village. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

14.0 Hours of Construction

No work shall be done Monday thru Friday between 4:30 P.M. and 7:30 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of the Village. However, emergency work may be done with permission from Village. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

15.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on-and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

Project Special Provisions

1.0 SCOPE OF WORK

The work consists of Sanitary and Storm Sewer Cleaning and Closed-Circuit Television (CCTV) Inspection, which includes preparatory cleaning, disposal of debris, bypass pumping, traffic control, and submittal of digital CCTV and inspection logs, and if optioned, smoked test logs. Work will be in the Village of Maple Park.

2.0 PROJECT SUBMITTALS

The Contractor is required to submit the Material Safety Data Sheet (MSDS) for dye to be used in the dyed-water flooding to the Village of Maple Park's Public Works Director/Building Inspector/Building Inspector or his/her designee prior to initiation of the work. The contractor shall maintain a copy of the SDS onsite at all times during dyed-water flooding activities.

3.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES

3.1 Water and Water Meter – The Village of Maple Park shall furnish water for sewer cleaning and dyed-water flooding at no cost to the contractor. Water shall be obtained from hydrants designated by the Village of Maple Park's Public Works Director/Building Inspector or his/her designee and only through a meter/backflow device obtained from the Village.

The Contractor shall submit a \$250.00 deposit per meter for the hydrant water. Meters shall only be used within the Village of Maple Park. The Contractor shall not use another Agency's meter to meter water in the Village of Maple Park.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Village's Public Works Director/Building Inspector or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Contractor's Village of Maple Park projects and shall not be used by the contractor for outside work.

The Village of Maple Park requires that the meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from the Village's hydrants.

Unauthorized or improper use will subject the offender to arrest and prosecution.

3.2 Sewer Atlases

The Village shall furnish the contractor with one (1) copy of the storm and sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area.

4.0 TECHNICAL SPECIFICATIONS

The contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The contractor shall provide dyed-water flooding of storm sewers adjacent to and/or crossing the sanitary sewers being televised. The contractors shall provide all necessary labor, tools, materials, equipment and appurtenances to complete the preparatory cleaning, non-dyed-water flooding, and CCTV inspection to obtain a clear video of the sewer interior.

4.1 Cleaning Equipment -

- 4.1.a. **Hydro-cleaning Equipment** – Provide equipment specifically designed for sewer cleaning as specified herein. Provide High-Velocity Jet (Hydro-cleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. Provide equipment capable of producing 2,000 psi at 65 gallons per minute (gpm) for light cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning. Provide a root cutter as needed for root removal for pipe sizes from 6 inches through 72 inches in diameter.
- 4.1.b. **Heavy Cleaning Equipment** – Utilize equipment acceptable to the Village's Public Works Director/Building Inspector or his/her designee, which may include power rodding or bucket equipment equipped with root cutter, chain scraper, sand nozzles, root saws or expandable cutters. Equipment shall be belt-driven or shall be equipped with an overload device. Direct-drive equipment that could cause damage to the sewers shall not be used.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or heavy cleaning. Damage to sewers, equipment or appurtenances are the responsibility of the Contractor and are incidental to the contract.

5.0 Disposal of Material –

The contractor shall remove all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. The contractor shall not allow material cleaned from one manhole section to pass into another manhole section or pass into subsequent mainline section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each work day and disposed of by the contractor in a manner acceptable to the Public Works Director/Building Inspector or his/her designee. Storage of material on site or within the sewer system is not allowed.

The Village of Maple Park will coordinate with contractor for removal of debris to an off-site location for work done within the corporate limits of the Village of Maple Park. Decanting is required.

- 5.1. **Method of Measurement** – Contractor is to keep track of the number of cubic yards dumped at an off-site facility, and notify the Village of Maple Park of quantity.
- 5.2. **Basis of Payment** – This item is included in unit price of heavy cleaning, light cleaning, CCTV and sewerflushing.

6.0 Cleaning

- 6.1. **Light Cleaning** – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director/Building Inspector/Building Inspector or his/her designee. Perform a cleaning with high-velocity jet consisting of up to two passes or flushes of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second, and utilize a maximum pressure of 1,200 pounds per square inch (psi).
- 6.2. **Deliverables** – The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to the Village of Maple at the end of each work week. There is no additional cost for this as this is incidental to CCTV and Heavy cleaning.

6.3. Method of Measurement – Preparatory cleaning is done for CCTV Inspection of Sanitary and Storm sewer lines of various pipe sizes ranging in diameter (4"- 36".) This is measured by linear foot.

6.4. Basis of Payment – Preparatory or light cleaning is inclusive of all CCTV.

7.0. Roots

Remove roots as needed to allow for unobstructed passage of the televising camera or to adequately inspect pipe due to excessive root intrusion or gaskets. Use of chain scrapers will be permitted with Village approval. Village is to be notified when using any type of chain scraper. Root cutting and light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

7.1. Basis of Payment – Root Cutting – This item includes use of root cutting as specified. Sizes varying in diameter less than or equal to 36" in diameter is incidental to the Sanitary or Storm Sewer and CCTV, specified diameter in inches.

7.2. Basis of Payment – Root Cutting – This item includes use of root cutting as specified. Root cutting is incidental to this contract.

8.0 Heavy Cleaning

Perform additional cleaning (heavy cleaning), only after approval by the Village of Maple Park's Public Works Director/Building Inspector/Building Inspector or his/her designee after the initial two passes of the jetting equipment and/or root cutting are not effective.

The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Village.

Contractor is to provide at least one (1) hour notification to the Village of Maple Park of the opportunity to observe heavy cleaning operations. Heavy cleaning shall commence when the Village representative is on-site.

Contractor is to ensure that all debris is removed same day using whatever means necessary, refer to Disposal of Material, Section 5.0. Contractor is not to rely on the Village for equipment.

8.1 Deliverables

The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to the Village at the end of each work week. There is no additional cost for this as this is incidental to CCTV, Flushing and Heavy Cleaning.

8.2 Method of Measurement

This item is measured in linear feet after initial two passes of jetting equipment and/or root cutting are not effective, and heavy cleaning is successfully performed.

8.3. Basis of Payment

This item includes heavy cleaning of the sewer as specified at the direction and prior written approval of the Director of Public Works or his/her designee. Heavy cleaning may include, but not be limited to, additional passes or flushes of the entire sewer section with high-velocity jet, power rodding, or bucket equipment, which may include power rodding or bucket equipment equipped with root cutter, chain scraper, sand nozzles, root saws or expandable cutters.

Heavy cleaning will be paid for by the linear foot.

9.0 Closed-Circuit Television (CCTV) Inspection

9.1 General

Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works/Building Inspector or his/her designee.

9.2 Equipment

The contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution
- b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe
- c. Auxiliary lighting for sewers larger than 12-inch diameter
- d. Operable in 100 percent humidity conditions
- e. A 360 degree radial by 270 degree pan-and-tilt viewing field
- f. Remote or manually operated
- g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment
- h. Able to be equipped with skids or flotation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised

The contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The contractor shall record inspections electronically on thumb drives directly from digital content without an intermediate analog conversion.

The contractor shall prepare and provide the Village with thumb drives that can be access through the use of the Windows Media Player and digital and hard copy of the inspection logs.

9.3 Execution

- a. Prior to conducting any CCTV inspection, complete preparatory and dyed-water flooding (where storm sewers cross or run parallel to sanitary sewers to be inspected).
- b. After the storm sewer has been filled to street level, the contractor shall wait 15 minutes or until dyed-water appears in the downstream sanitary manhole (whichever is shorter) prior to beginning the CCTV inspection.
- c. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes, panning as needed to sees all areas of the sewer and manholes.
- d. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
- e. Conduct the inspections with the flow of sewage from upstream to downstream manhole ("forward setup"). "Reverse setups" (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g. upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
- f. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole. Pull-back any additional slack and reset camera counter to zero.
- g. Provide verbal commentary of the sewer inspection for the entire length of inspection. This is utilized as a cross-check against written logs and is useful as a reminder of which sewer is being televised.
- h. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer's condition.

- i. Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.
- j. Stop televising if camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping, if necessary, and as approved by the Director of Public Works or his/her designee.
- k. If camera cannot be viewed for any reason, clean lens as needed.
- l. The contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

9.4 Deliverables

The Contractor shall provide thumb drives and computer-generated inspection logs of each individual inspection. In addition, the contractor shall provide to the Village a field mark-up of any clarifications to the sewer system configuration as shown on the Village's atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc.

The written logs shall be completed in the field and shall contain the following information (at a minimum):

- a. Government Agency Name
- b. Project Name
- c. Location of sewer line including street name and nearest address to upstream manhole and if the service is capped;
- d. Inspector's name and PACP certificate number;
- e. Date;
- f. Upstream and Downstream Manhole IDs;
- g. Direction of flow;
- h. Direction of inspection;
- i. Depth from rim to invert at the upstream and downstream ends of the sewer;
- j. Pipe size, type/material, joint spacing, and total length;
- k. Surface weather conditions;
- l. Photographs of specific severe defects and a representative sample of overall pipe condition;
- m. Manhole construction material
- n. Condition of Manhole
- o. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off-set joints and any other abnormal conditions.

The written logs should be bound into white "D-ring" type presentation binders with tab inserts to separate each of the inspection reports. The title of the project shall be placed in the front cover of the binder and include the Municipality's name, project title, Contractor name, and date. A Table of Contents should be present and contain at a minimum: Page Number, Street Name, MH Start, MH Stop, Size, Length, Thumb drive ID Number.

The thumb drives shall be professionally labeled, showing the Village of Maple Park's name and the project title. Each inspection recording shall begin with a verbal explanation of the current date, project name, and that it is for the Village of Maple Park; followed by the general location, manhole segment and direction of viewing and beginning footage count superimposed on the video signal. The footage counter and manhole segment shall appear throughout the entire video recording. The audio track, video, and inspection log shall all match. Provide an audio track describing all information documented in the inspection log.

Storm sewers and sanitary sewers shall be recorded on separate thumb drives.

9.5. Method of Measurement

This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment.

9.6. Basis of Payment

CCTV Inspection of Sanitary Sewers (various size ranges) (no dyed-water flooding) – This item includes the CCTV inspection of sanitary sewers ranging in size from 4" to 36" inches in diameter, including preparatory light cleaning, root cutting, preparation and delivery of cleaning operations log, thumb drives and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.

10.0 Sewer Condition Evaluation

10.1 General

The contractor shall review each CCTV inspection and log for both sanitary and storm sewers, identify deficiencies in the sewers and manholes in need of repair, and recommend sewer rehabilitation to correct each identified deficiency. The contractor shall provide a sewer repair specialist experienced in CCTV inspection review to identify deficiencies and familiar with modern sewer repair technologies, including but not limited to all forms of in-situ repairs (cured-in-place lining, slip-lining, chemical grout, cementitious grout, etc.) and excavation repairs for both sewers and manholes.

10.2 Execution

- a. CCTV inspection footage must be reviewed to complete the evaluation. Preparing evaluations based solely on the written inspection log is not allowed.
- b. Prior to conducting any review of the inspections, the Contractor's sewer repair specialist shall meet with the Public Works Director/Building Inspector or his/her designee to discuss sewer repair strategies. The meeting is anticipated to last between one and two hours.
- c. The contractor shall complete a "Sewer Footage Review" form (Contractor provided) for each CCTV inspection reviewed (manhole to manhole). Each review shall identify all service connections, deficiencies requiring repair, and the footages from the upstream manhole to each. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- d. The contractor shall complete a "Sewer Repair" form (Contractor provided) for each discrete repair required for the deficiencies identified on the "Sewer Footage Review" form. A discrete repair may include cured-in-place lining, removal and replacement of one or more sections of sewer, sectional lining, service lateral repair, service lateral roots, etc. The contractor should be aware that a single manhole-to- manhole sewer segment may include multiple discrete repairs. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- e. NASSCO General Assignment of Pipe Condition Grades to be used on all line segments.
- f. PACP rating shall be used on all line segments. This shall include Structural, O&M and Overall ratings.
- g. PACP Quick Rating shall be used as an index listing segment from manhole to manhole; length; size; material; Structural, O&M, and Overall Rating.
- h. Government Agencies will provide unique sewer line segments, if available, upstream mh, downstream mh to contractor. This information is to be used on all deliverables.

10.3 Deliverables

The contractor shall provide the Village with two copies of each "Sewer Footage Review" and "Sewer Repair" form. Forms shall be bound in packets corresponding to each CCTV inspection.

10.4 Deliverables

Indices, ratings, and reports are to be provided in both paper format and in .xls or.pdf or in approved format by the Village.

10.5 Method of Measurement

This item will be measured in linear feet of CCTV sewer inspection reviewed from manhole to manhole.

10.6 Basis of Payment

Sewer Condition Evaluation – This item includes the review and evaluation (including sewer repair recommendations) of the CCTV inspections and logs by a sewer repair specialist and the preparation and delivery of "Sewer Footage Review" and "Sewer Repair" forms (Contractor provided) as specified. This item will be paid for as linear feet of Sewer Condition Evaluation.

11.0 Sewer Flushing – no camera

11.1 General

Some segments may be part of Sanitary and Storm Sewer Cleaning and CCTV Inspection Project or may be part of another maintenance project. As such, Contractor will need to ensure that debris from these segments are not in areas at time of sewer flushing. Sewer flushing, without camera, various pipe sizes ranging from (4"-36") is to be done in a logical manner provided by the Village.

11.2 The Village would like to have sewer flushing and will furnish to the Contractor a map including area as defined in Section 3.2.

11.3 The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Village.

11.4 Contractor is to provide at least one (1) hour notification to the Village of the opportunity to observe sewer flushing operations shall commence when the Village's representative is on-site.

11.5 Contractor is to ensure that all debris is removed same day using whatever means necessary, refer to Disposal of Material, Section 5.0. Contractor is not to rely on the Village for equipment.

11.6 Method of Measurement

This item will be measured in linear feet along center line from center of manhole to center of manhole.

11.7. Basis of Payment

Sewer Flushing (no camera) – This item includes sewer flushing, no camera (4"-36"), all labor work, materials needed to perform this work, traffic control and protection.

This item will be paid for as linear feet of Sewer Flushing, no camera (4"- 36".)

This item will be paid for as linear feet of Sewer Flushing, no camera (>4"- <=36".)

12.0 Traffic Control and Protection shall not be paid separately but be incidental to this contract.

- 13.0 Mobilization shall not be paid separately as is incidental to this contract.
- 14.0 Bypassing shall not be paid separately, but be incidental to this contract.
- 15.0 Debris disposal shall not be paid separately, but be incidental to this contract.

16.0 SCHEDULING OF WORK

- 16.1 Coordinate with the Village pertaining to road work or other projects;
- 16.2 Coordinate with the Village pertaining to lane closures or road closures;
- 16.3 The Village will notify contractor of planned local events at pre-construction meeting;
- 16.4 Contractor to coordinate work with other utility companies.

17.0 PERMITS

The contractor is responsible for obtaining all permits needed for CCTV inspection, non-dyed-water testing work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Maple Park information is listed: Contractor must comply with other Government Agencies' respective permit requirements related to oversize/ overweight vehicles.

Equipment on Pavement and Structures. In accordance with Village Code (Title 7, Chapter 5, Section 7-5-3 Weight Limits on Streets), it shall be unlawful to operate any vehicle when the gross weight of the exceeds 73,280 pounds on Center Street from County Line Road to Liberty Street and on Main Street from County Line Road to Liberty Street. The Village does not have an overweight fee; however, the contractor will be responsible for payment of any and all overweight fees travelled between their business location and the Village of Maple Park.

18.0 SMOKE TESTING

Smoke testing shall be performed only during daylight hours on days when weather conditions are conducive to the observation and documentation of smoke test results. Smoke testing shall not be performed during rainfall, or when there is sufficient wind to disperse smoke that escaped from the ground or structures.

- 18.1 The Contractor shall test only one manhole-to-manhole segment at a time.
- 18.2 The Contractor shall deploy a smoke blower and smoke candles at each end (upstream and downstream manholes) of each segment to be tested.
- 18.3 If any manhole-to-manhole segment scheduled to be tested is less than one hundred (100) feet in length, the Contractor may submit a written request to the Village to allow the use of just one blower for that set. The written request shall contain evidence that the proposed deviation will not impair the effectiveness of the smoke test.
- 18.4 The Contractor shall use inflatable plugs to isolate each segment being tested, so as to avoid leakage of smoke into adjacent segments. The Contractor shall perform Confined Space Entry where necessary to install plugs. For pipelines 24" and larger diameter, if the Contractor has attempted to install an inflatable plug, and has determined that a standard sewer plug is not effective and cannot be installed, the contractor may use inflatable "hop balls" or similar products if it can be shown that these produced perform better than sewer plugs. Sandbags or other alternative devices will be allowed unless the Contractor can demonstrate that inflatable plugs cannot be safely deployed or cannot provide an adequate seal, and that proposed sandbags or other devices will perform better than inflatable plugs.

- 18.5** The Contractor shall provide inflatable plugs and other equipment required to complete the work, and shall maintain a sufficient inventory of spare equipment so that operations may continue on schedule in the event of equipment failure. The Village of Maple Park will NOT provide equipment for the Contractor's use.
- 18.6** The Contractor shall continuously monitor the sewage flow upstream of any plugged segment, and shall exercise care to avoid causing sewage back-ups or loss of service to any commercial or residential property in the affected area.
- 18.7** The Contractor shall utilize Superior 3C or WC3 smoke candles or approved equal. The Contractor may submit a proposed equal product to the Village Representative for approval. Submittals shall include manufacturer's product specifications with sufficient information to determine equivalence.
- 18.8** The Contractor shall provide the Material Safety Data Sheets (MSDS) for the smoke candles used in the testing process.
- 18.9** The Contractor shall use blowers with a minimum output of 4000 CFM to force smoke into the sewer system.
- 18.10** The Contractor shall use a sufficient number of smoke candles to saturate the segments being tested.
- 18.11** While each segment is saturated with smoke, the Contractor shall deploy a team of at least FOUR technicians to search, observe and document the following results:
- a. The address of each building where visible smoke discharge emanates from the vent stack. (Alternatively, the Contractor may indicate the addresses of the buildings where smoke did NOT emanate from the vent stack, as long as the same method of recording is used for all tested segments.)
 - b. The exact location, description and GPS point location of the source where any smoke is observed emanating from a crack or hole in any ground surface, cleanout, storm drain or other structure.
 - c. The address and contact information of any resident or occupant of any building who reports smoke detected inside the building.
 - d. Photographs and diagrams to document the location and quantity of smoke observed.
- 18.12** For sewer main segments in backyards, or other areas where viewing access is impeded, the Contractor shall deploy a team of at least FIVE technicians to search, observe and document the results.
- 18.13** Technicians assigned to search, observe and document results shall be fully dedicated to the task of observing and recording results. While smoke testing is in progress, they shall not be involved in traffic control or other duties that could interfere with their ability to observe and record results. If traffic control or similar tasks are required during smoke tests, the Contractor shall utilize additional personnel to ensure that all required technicians are available to focus on observing and recording results.
- 18.4** The Contractor shall maintain electronic records, including GPS points and digital photos of each discovered defect. The data format shall be compatible with the Village's GIS (ARC GIS 10.8.1) database and shall reference the Village's sewer main and manholes.
- 18.5** At the end of each work day, the Contractor shall transmit in electronic format, via e-mail, the following:
- a. Daily update of sewer segments tested, either in map form or in list form
 - b. Documentation of all smoke test results as defined in this specification, including lists, comments, diagrams, GPS points and digital photos.

- 18.16** The Contractor may submit amended data within 48 hours if quality control procedures reveal flaws or errors in the original data submitted.
- 18.17** Upon completion of the entire assigned scope of work, the Contractor shall submit a complete set of all required data in electronic format.

Merchants Bonding Company (Mutual)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Visu-Sewer of Illinois, LLC, 9014 S. Thomas Ave., Bridgeview, IL 60455

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Maple Park

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount of Bid -----Dollars (\$ 10 %),
for the payment of which sum well and truly be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for Sanitary and Storm Sewer Closed Circuit
Television (CCTV) Inspection and Cleaning + Optional Smoke Testing

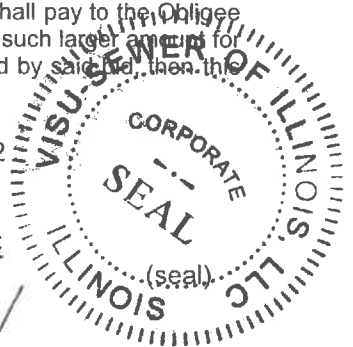
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such
Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee
the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then the
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May 2022

[Signature]
(Witness)

Visu-Sewer of Illinois, LLC
(Principal)

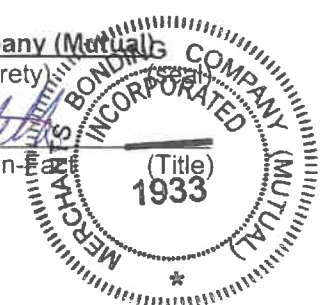
[Signature]
(Title)



[Signature]
(Witness)

Merchants Bonding Company (Mutual)
(Surety)

[Signature]
Robert M. Tortelli, Attorney-in-Fact
(Title)



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Debbra A Hinkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

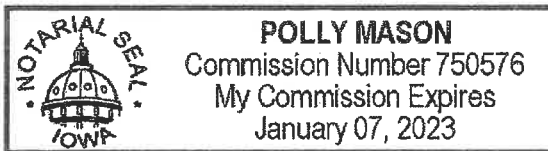


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of May, 2022



William Warner Jr.
Secretary

VILLAGE OF MAPLE PARK

EXHIBIT A - SCHEDULE OF PRICES

CCTV Inspection, Evaluation and Cleaning

The following Schedule of Prices shall be completed in ink or typewritten. The amount of each Bid total shall be shown in both words and figures. The successful Bidder will be required to furnish a Bid breakdown in accordance with the requirements contained in the INFORMATION FOR BIDDERS. The bidder agrees to perform all of the work described in the contract documents for the following unit and lump sum price.

SANITARY SEWER

		Work Area #1	Work Area #2	TOTAL		
Item No.	Size of Main	LF Sanitary Sewer	LF Sanitary Sewer	LF Sanitary Sewer	Unit Price Base Bid	Extended Price
1	4"	0	0	0	2.90	—
2	6"	325	0	325	2.90	\$942.50
3	8"	4,715	6,630	11,345	2.90	\$32,900.50
4	10"	900	0	900	2.90	\$2,610.00
5	12"	0	725	725	2.90	\$2,102.50
6	15"	955	0	955	2.90	\$2,769.50
TOTAL		6,895	7,355	14,250		\$41,325.00

Item No.	Structures	Estimated Quantity	Cleaning Unit Price	Inspection Unit Price	Total Cleaning & Inspection	Extended Price
7	Catch Basins	12	200.00	18.00	218.00	\$2,616.00
8	Culvert Inverts	4	200.00	18.00	218.00	\$872.00
9	Clean Outs	2	200.00	18.00	218.00	\$436.00
10	Inlets	16	200.00	18.00	218.00	\$3,488.00
11	Manholes	23	200.00	18.00	218.00	\$5,014.00
TOTAL		57				\$12,426.00

STORM SEWER

		Work Area #1	Work Area #2	TOTAL		
Item No.	Size of Main	LF Storm Sewer	LF Storm Sewer	LF Storm Sewer	Unit Price Base Bid	Extended Price
12	4"	75	175	250	4.50	\$1,125.00
13	6"	1,205	3,205	4,410	4.50	\$19,845.00
14	8"	2,500	850	3,350	4.50	\$15,075.00
15	10"	0	50	50	4.50	\$225.00
16	12"	700	0	700	4.50	\$3,150.00
17	15"	0	350	350	12.00	\$4,200.00
18	18"	0	0	0	12.00	—
19	21"	0	0	0	7.70	—
20	24"	0	575	575	7.70	\$4,427.50
21	30"	0	200	200	11.00	\$2,200.00
22	36"	0	200	200	11.00	\$2,200.00
TOTAL		4,480	5,605	10,085		\$52,447.50

Item No.	Structures	Estimated Quantity	Cleaning Unit Price	Inspection Unit Price	Total Cleaning & Inspection	Extended Price
23	Catch Basins	35	200.00	18.00	218.00	\$7,630.00
24	Culvert Inverts	2	200.00	18.00	218.00	\$436.00
25	Clean Outs	0	200.00	18.00	218.00	0.00
26	Inlets	16	200.00	18.00	218.00	\$3,488.00
27	Manholes	50	200.00	18.00	218.00	\$10,900.00
TOTAL		103				\$22,454.00

Item No.		
28	Hourly rate for heavy cleaning (beyond one-hour per set-up):	\$ 475.00
29	Hourly rate for emergency work:	\$ 600.00

VILLAGE OF MAPLE PARK

EXHIBIT B - SCHEDULE OF PRICES

Optional Smoke Testing

SANITARY SEWER

		Work Area #1	Work Area #2	TOTAL		
Item No.	Size of Main	LF Sanitary Sewer	LF Sanitary Sewer	LF Sanitary Sewer	Unit Price Base Bid	Extended Price
30	4"	0	0	0	.90	—
31	6"	325	0	325	.90	\$292.50
32	8"	4,715	6,630	11,345	.90	\$10,210.50
33	10"	900	0	900	.90	\$810.00
34	12"	0	725	725	.90	\$652.50
35	15"	955	0	955	.90	\$859.50
TOTAL		6,895	7,355	14,250		\$12,825.00

Bid Schedule Grand Total

Number Dollar Amount: \$141,477.50

Written Dollar Amount: ONE HUNDRED FORTY ONE THOUSAND, FOUR HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY CENTS

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages as set forth in Specific Conditions – Prosecution of Work

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that s/he will not withdraw her/his Bid within 30 consecutive calendar days after the actual date of the Bid opening. Also, that, if the OWNER shall accept this Bid, the Bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the Agreement and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of her/his agreements, as herein above set forth, the OWNER shall have the right to retain as liquidated damages, the amount of the Bid security, which shall become the OWNER's property.

The Bidder, by submittal of this Bid, agrees with the OWNER that the amount of the Bid security deposited with this Bid, fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the Bidder to fulfill his agreements as provided above.

The Bidder is a (circle one) (corporation), a partnership, an individual) incorporated in the State of

Illinois
(List State Here)

(NOTE: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different business address.)

President

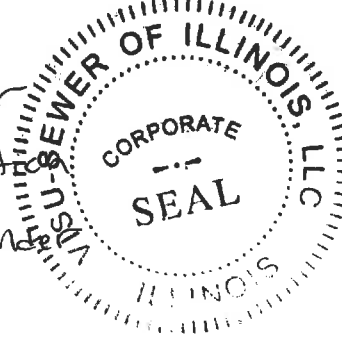
Keith M. Alexander

Secretary

James S. Serket

Treasurer

Keith M. Alexander



Addenda

#1

4-28-2022

Addenda Number(s)

Date

Visu-SEWER OF IL, LLC

Name of Bidder

[Signature]

Signature of Authorized Representative

DIVISION MANAGER

Title of Authorized Representative

9014 THOMAS AVE

Street Address

BRIDGEVIEW IL 60455

City, State & Zip

TBONKE.VISU-SEWER.COM

E-mail Address

708-237-0340

Phone Number



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

ADDENDUM – BID #2022-001

Addendum #1

04/28/22

Addenda Number(s)

Date

The following question was asked, "Does the Village really need Professional Liability Insurance for this project?"

On Page 44 of 54, Contract Agreement - 3. Insurance – NO, bidders do not need to provide Professional Liability (Statutory) at \$5,000,000.

Visu-Sewer of Illinois, LLC

Name of Bidder


Signature of Authorized Representative

Division Manager

Title of Authorized Representative

9014 S. Thomas Ave

Street Address

Bridgeview, IL 60455

City, State & Zip

Trank@visu-sewer.com

E-mail Address

708-237-0340

Phone Number

Subcontractor Listing

The following listing of Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the Grand Total Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any CONTRACTOR in the subcontractors listed below shall be requested in writing by the CONTRACTOR and must be approved in writing by the OWNER. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). OWNER shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the OWNER.

Name of Subcontractor	Address and Telephone

(Attach additional sheets as required.)

References

Provide three (3) reference to which your firm has completed work of a similar scope in the past.

1. Name: Fox Metro Water Reclamation District
Address: 682 Rt 31 Oswego, IL 60543
Contact Person: Keith Zollers
Phone: 630-301-6810
Contract Value: \$1,162,770
Name of Contract: Sewer Maintenance Contract
Contract Dates: 2021 - Present
2. Name: Village of Frankfort
Address: 432. W. Nebraska St. Frankfort, IL 60423
Contact Person: Mike Kenny - Baxter Woodman
Phone: 815-444-3371
Contract Value: \$282,462.25
Name of Contract: 2021 Sanitary Sewer System Television Inspection
Contract Dates: 2021
3. Name: Village of Poplar Grove
Address: 200 N. Hill St. Poplar Grove, IL 61065
Contact Person: Mitch Hilden
Phone: 815-765-3201
Contract Value: \$68,670
Name of Contract: Phase 2 Sanitary Sewer Cleaning + Televueing
Contract Dates: 2020

Non-Collusion Certification

By signing this certification, the BIDDER declares that he/she is not barred from bidding for this CONTRACT as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

Todd B. L. 5-9-2022
Name Date
Division Manager
Title
Visu-Sewer of Illinois, LLC
Company Name
9014 S. Thomas Ave
Street Address
Bridgeview, IL 60455
City, State & Zip
Tbank@Visu-Sewer.com
E-mail Address
708-237-0340
Phone Number

Drugfree Workplace Certification

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The CONTRACTOR's policy for maintaining a drug free workplace;
 - (3) Available counseling, rehabilitation, or assistance programs; and
 - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee, who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

- The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Page 42 of 54

GENERAL

- Name Jack RBL Date 5-09-2022
 Title Division Manager
 Company Name VSU - Sewer of Illinois, LLC
 Street Address 9014 S. Thomas Ave
 City, State & Zip Bridgeview, IL 60455
 E-mail Address Thomk@vsu-sewer.com
 Phone Number 708-237-0340

**CONTRACT AGREEMENT SANITARY AND STORM SEWER
CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION
AND CLEANING & OPTIONAL SMOKE TESTING (To Be Determined)**

This AGREEMENT made this _____ day of _____ in the year _____ by
(hereinafter called the CONTRACTOR), and
and between _____ the
Village of MAPLE PARK, Illinois (hereinafter called the OWNER).

WITNESSES that the CONTRACTOR and the OWNER for the consideration hereinafter named agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of the Contract, conditions of the Contract (General, Specific, and other conditions), Specifications, all Addenda issued prior to execution of this Contract, and all modifications issued subsequent thereto. These form the Contract and are all a part of the Contract as if, attached hereto or repeated again.

2. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and equipment and perform all of the work described in the SUMMARY OF WORK AND PROJECT SPECIAL PROVISIONS entitled Village of MAPLE PARK Sanitary and Storm Sewer Closed Circuit Television (CCTV) inspection and Cleaning and Optional Smoke Testing (to be determined), and shall do everything required by the Contract Documents and comply with the SUMMARY OF WORK AND PROJECT SPECIAL PROVISIONS.

3. INSURANCE

Prior to mobilization, the CONTRACTOR shall provide all of the insurance necessary to protect and save harmless the Village of MAPLE PARK. The CONTRACTOR agrees to purchase a policy of insurance, which shall include the Village of MAPLE PARK as additional insured. The minimum amount of insurance shall be as follows, except no restriction on occurrence limits will be permitted.

General Liability	\$5,000,000
Auto Liability	\$1,000,000
Excess/Umbrella Liability	\$4,000,000
Workers Comp. at Employers Liability	\$500,000/500,000/500,000
Professional Liability (Statutory)	\$5,000,000

Attached to the Certificate of Insurance shall be a CG2026 0413 Endorsement.

The work to be performed under this Contract shall be commenced on the date designated in the Notice to Proceed, and shall be completed within 60 days.

4. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the Village of Maple Park, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Maple Park, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this

work, its employees, or subcontractors, or which may in anywise result, except that arising out of the sole legal cause of the Village of Maple Park, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Maple Park, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Maple Park, its officials, agents, and employees.

Contractor agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Maple Park, may be retained by the Village of Maple Park to protect itself against said loss until such 16 claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Maple Park.

5. **TIME OF COMPLETION**

The work to be performed under this Contract shall be commenced on the date designated in the Notice to Proceed, and shall be completed within 60 days.

6. **LIQUIDATED DAMAGES**

Amount of liquidated damages shall be as set forth in the SPECIFIC CONDITIONS – 2. PROSECUTION OF WORK.

7. **THE CONTRACT PRICE**

The OWNER shall pay the CONTRACTOR for the performance of the Work, subject to additions and deductions by Change Order as provided in GENERAL CONDITIONS – 10. CHANGE ORDERS, in current funds, the Contract Sum of:

Grand Total:

Number Dollar Amount

Written Dollar Amount

as shown in Exhibit A – Schedule of Prices.

8. **PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract as provided in the GENERAL CONDITIONS. Retention from progress payments will be made in accordance with the GENERAL CONDITIONS – 4.C. Progress Payments.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

In connection with the performance of the Work, the CONTRACTOR shall comply with all statutes, laws, regulations, and orders of Federal, State, county, or municipal authorities, which shall impose any obligation or duty upon the CONTRACTOR.

10. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due 30 days after the final payment invoice, has been delivered to the OWNER, as provided in the GENERAL CONDITIONS – 4.D. Final Payments.

11. PAYMENT WITHHELD

The Village may withhold, or due to subsequently discovered evidence, mollify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probably filing of claims;
- C. CONTRACTOR'S FAILURE to properly pay subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

12. DEDUCTIONS FOR UNCORRECTED WORK

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

13. LIENS

The Village reserves the right to request waivers of lien whether partial or final if the CONTRACTOR utilized subcontractor(s).

THIS AREA INTENTIONALLY LEFT BLANK

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 above.

Suzanne Fahnestock, Village President	Date

Attest	

Dawn Wucki-Rossbach, Village Administrator	Date

(If an individual, partnership, or unincorporated organization)

_____	_____
Name of Bidder	Signature of Bidder

Address of Bidder	

Names and Addresses of Members of the Firm:

_____	_____
Name	Address

_____	_____
Name	Address

(If a Corporation)

_____	_____
Name	Title

Signature	

Business Address	

Incorporated under the laws of the State of _____	
Date: _____	

SEAL

Notice of Bid Award

Date: _____

To: _____

Insomuch as you were the low responsive Bidder for the project entitled Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection and Cleaning and Optional Smoke Testing for the Village of Maple, you are hereby notified that the award of the Contract to complete said project is made to you. You are also further instructed to immediately take the necessary steps for property and complete execution of the contract and provide the Certificate of Insurance (with endorsements) and the Performance and Payment bonds in the full amount of the full contract price within ten (10) calendar days of the date of this Notice of Bid Award.

Please prepare two (2) Agreements for signature, with a not to exceed amount of _____.

Dawn Wucki-Rosbach
Village Administrator
VILLAGE OF MAPLE PARK

Notice to Proceed

Date: _____

To: _____

You are hereby notified to commence work on the Village of MAPLE PARK,
Sanitary and Storm Sewer Close Circuit Television (CCTV) Inspection and Cleaning and
Optional Smoke Testing Project, together with all necessary appurtenances within ten (10)
calendar days of the date of this Notice to Proceed and not later than,
_____ and diligently prosecute this work to completion within 60 days
for the Village of MAPLE PARK, Illinois.

Dawn Wucki-Roszbach
Village Administrator
VILLAGE OF MAPLE PARK

Contractor's Release

KNOWN ALL WOMEN/MEN BY THESE PRESENTS THAT:

(CONTRACTOR)

OF: _____
 (County)

 (State)

does hereby acknowledge that s/he has received this day of and from the Village of MAPLE PARK, Illinois the sum of (\$1.00) and other valuable consideration of full satisfactory and payment of all sums of money owing payable and belonging to CONTRACTOR for the Village of MAPLE PARK Sanitary and Storm Sewer Close Circuit Television (CCTV) Inspection and Cleaning and Optional Smoke Testing Project.

NOW THEREFORE, the said CONTRACTOR (for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit claim and forever discharge the said OWNER its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT dated _____ 2022. And of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgements, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said OWNER its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause anything whatsoever, from the beginning of the world to date of these presents.

IN WITNESS WHEREOF

(CONTRACTOR)

has caused these presents to be duly executed the _____ day
of _____, 2022.

Signed, Sealed, and Delivered in the presence of

(INDIVIDUAL) (SEAL)

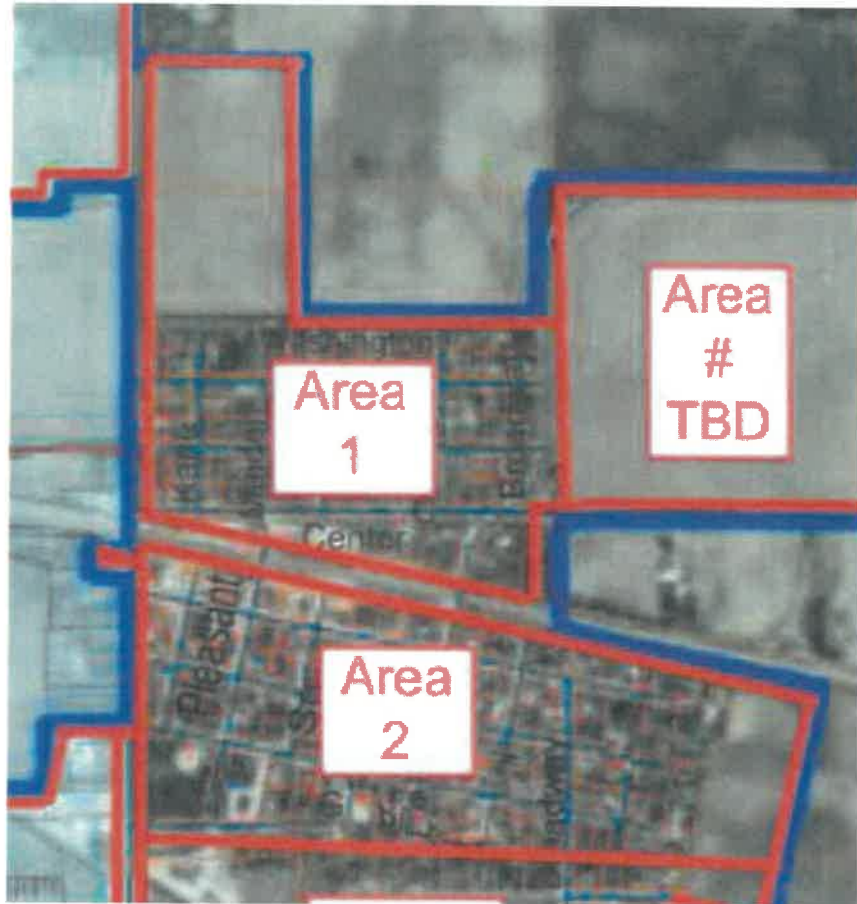
(PARTNERSHIP CONTRACTOR) (SEAL)

(PARTNER) (SEAL)

Attest:

(SECRETARY) (SEAL)

Work Area Map and Definitions



Area 1

North: Washington Street

South: Railroad Tracks

East: North Broadway Street

West: West County Line Road

Area 2

North: Railroad Tracks

South: Maple Street

East: Eastern Village of Maple Park Municipal Border

West: West County Line Road

Atlases

Sanitary Storm Sewer Atlas page dated June 3, 2013

Storm Sewer Atlas page dated June 3, 2013

Legend

Storm Structures

DESIGNATION

- Catch Basin
- Culvert Invert
- Clean Out
- Drainage Structure
- Flared End Structure
- Inlet
- Manhole
- Field Tiles

Storm Pipes

<all other values>

Material

- DI
- PVC
- RCP
- VCP

Revisions

NO	DATE	DESCRIPTION
1	06/03/2013	ORIGINAL



Village of Maple Park, Illinois
Storm Sewer System



Certificate of the Publisher

Daily Chronicle

Description: BIDS - SAN/STORM SEWER
1974448

VILLAGE OF MAPLE PARK
P.O. BOX 220
302 WILLOW ST
MAPLE PARK IL 60151

Shaw Media certifies that it is the publisher of the Daily Chronicle. The Daily Chronicle is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of DeKalb, County of DeKalb, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Daily Chronicle, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 04/12/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at DeKalb, Illinois, on 12th day of April, A.D. 2022

Shaw Media By:



Laura Shaw, Publisher

Account Number 148422

Amount \$137.02

RECEIVED
APR 2 2022
VILLAGE OF MAPLE PARK

PUBLIC NOTICE

Legal Notice

**Village of Maple Park
Invitation to Bid**

Official notice is hereby given that sealed bids will be received at the Village of Maple Park Civic Center, 302 Willow Street, Maple Park, Illinois, 60151 until 11:00 a.m. local time, on May 10, 2022, and then at said publicly opened and read aloud for the following:

Bid #2022-001

Sanitary and Storm Sewer Cleaning and Close Circuit Television (CCTV) Inspection & Optional Smoke Testing for

the Village of Maple Park
Scope of Work includes: Sanitary and Storm Sewer Cleaning and Closed-Circuit Television (CCTV) and Optional Smoke Testing of approximately 24,335 LF of mains varying from 4" - 36" in diameter and other structures. Heavy cleaning may be necessary in some of the 24,335 LF of mains that vary from 4" - 36" in diameter and in system structures. Detailed specifications can be obtained by downloading a copy from the DemandStar link located on the Village's web site at www.villageofmaplepark.org.

Due at Bid Opening: Bid Bond - 10% Percent of Bid Amount (Certified or Cashier's Check made payable to Village of Maple Park).

Due Before Award: Contractor shall provide a Certificate of Insurance (with endorsements), Performance and Payment Bonds in the full amount of the full contract price.

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

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

Postmarks are unacceptable. Any Bid submitted, unsealed, unsigned, e-mailed, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

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

Interested and qualified protected class disadvantaged and veteran businesses (PCE, DBE, MBE, WBE, SBE, VBE, VOSB, SDVOSB) are encouraged to bid on this project.

Dated: April 11, 2022
Dawn Wucki-Rossbach
Village Administrator

(Published in the Daily Chronicle April 12, 2022)
1974448

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2022-16

AWARDING THE BID AND AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO EXECUTE A CONTRACT AGREEMENT WITH VISU-SEWER OF ILLINOIS, LLC FOR SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND CLEANING FOR THE VILLAGE OF MAPLE PARK

WHEREAS, the Village of Maple Park (the “Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the Village of Maple Park approved its first Eight-Year Capital Improvement and Maintenance Plan in 2021; and,

WHEREAS, Maple Park determined that it is in the best interest of the Village to clean, televise and inspect the sanitary and storm sewer systems throughout the Village; and,

WHEREAS, it was in the best interest of the Village to solicit bid for sanitary and storm sewer closed circuit television (CCTV) inspection and cleaning; and,

WHEREAS, the Village advertised an Invitation to Bid #2022-001, in the Daily Chronicle on April 12, 2022 and through DemandStar, the Village’s municipal procurement system, with the bid opening on Tuesday, May 10, 2022; and,

WHEREAS, the Village received one (1) bid, including smoke testing, in the amount of \$141,477.50 from Visu-Sewer of Illinois, LLC; and,

WHEREAS, it is in the best interest of the Village and award the bid to Visu-Sewer of Illinois, LLC., in an amount not to exceed \$134,000.95 (smoke testing will not be conducted); and,

WHEREAS, it is in the best interest of the Village to authorize the Village President or designee to execute a Contract Agreement with Visu-Sewer of Illinois, LLC for sanitary and storm sewer close circuit television (CCTV) inspection and cleaning for the Village of Maple Park.

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

Section 1. The recitals set forth above are incorporated and made a part hereof.

Section 2. That the Contract Agreement for Sanitary and Storm Sewer Closed Circuit (CCTV) Television Inspection and Cleaning is substantially the same form as attached to this Resolution by Exhibit “A” and the work as identified in the Invitation to Bid Document for Bid#2022-001 is incorporated herein by reference, is approved and accepted by the Village.

Section 3. The President or designee is authorized to execute the agreement on behalf of the Village and, as may be required, the Acting Village Clerk to attest to the same.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its Special Village Board Meeting held on May 17, 2022.

Ayes: _____

Nays: _____

Absent: _____

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Elizabeth Peerboom, Acting Village Clerk



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 9, 2022

SUBJECT: **RESOLUTION 2022-17 A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A BLOCK PARTY – SQUIRES CROSSING SUBDIVISION**

Background

Mrs. Margaret Smith submitted a Special Events Application (Special Events Application #2022-001) for the Squires Crossing Subdivision Block Party. The party is requesting the temporary closure of DeKalb Drive from East Ashton Drive to just past the cul-de-sac at Lot 40 on DeKalb Drive. The block party is scheduled for Saturday, June 4, 2022. Set up will begin at 3:00 p.m. and the block party will take place between 4:00 p.m. and 10:00 p.m. Clean up will take place immediately following the block party. If there is an emergency, the residents will move the barricades so that emergency vehicle may pass.

The applicant has submitted a completed Special Events Application, but needs to submit a completed Block Party Signature Form, the Special Event Waiver and Hold Harmless Agreement, Block Party Signature Form and the \$50 per barricade deposit fee. Block parties are not required to pay the \$25.00 Special Event Application Fee.

By approving the street closure and permitting the party, the residents also receive permission to temporarily allow alcohol to be transported and consumed on DeKalb Drive during the block party, once the party is over, the permit expires. The residents will provide their own food so a Temporary Food Service Permit is not needed from Kane County.

Recommendation

That the Village Board review and approve Resolution 2022-17 a Resolution Approving the Temporary Closure of a Village Street for a Block Party so that a Special Event Permit may be issued the DeKalb Drive may be closed on Saturday, June 4, 2022.

Attachment

April 18, 2022 Special Event Application – Squires Crossing Block Party Request
Resolution 2022-17 a Resolution Approving the Temporary Closure of a Village Street



Village of Maple Park

2022-01

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

Event Information

Type of event(s): Please check all that apply

- ☐ Festival ☐ Sporting Event ☐ Carnival/Circus ☐ Farmers/Outdoor Market
☐ Parade ☐ Race/Walk ☐ Sale/Expo ☐ Concert/Performance
☒ Other Block Party

Event Name: Squires Crossing Block Party

Event Location: E Dekalb Rd cul de sac up to Ashton Dr

Event Dates: June 4th Event Start Time: 4:00 pm Event End Time: 9:00 pm

Is the event open to the public? ☐ Yes ☒ No Fee to Attend: ☒ No ☐ Yes, how much \$ _____

Estimated # Attending: 100 Estimated Cumulative Attendance: _____

Please check village calendars including park district, schools and churches for conflicting events. Having multiple events (or back-to-back events) can affect your event participation and attendance and also strain Village resources. The more time allotted for planning the better.

Date(s): _____ State Time: _____ End Time: _____

_____ State Time: _____ End Time: _____

_____ State Time: _____ End Time: _____

Set-Up Date: June 4th Set-Up Time: 3:00

Breakdown Date: June 4th Breakdown Completion Time: 10:00 (?)

Number of times this event has taken place in the Village of Maple Park: 1 When: _____

Has this event been conducted in other villages/cities? ☐ Yes ☐ No Which villages/cities: NA

Applicant/Sponsor Information

☐ For Profit ☐ Non-Profit (Proof Required) ☒ Other: Block Party

Organization: (Margaret Saban Smith) Squires Crossing Block Party

Address: 1117 E Ashton Dr. E Dekalb St.

Principal Contact: Margaret Saban Smith

Phone: _____ Cell: 239-789-7307 E-Mail: msaban.smith@gmail.com



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

cc: Police
PW
Fire
Dawn

APPLICATION FOR A SPECIAL EVENT PERMIT

To ensure the Village can plan adequately for the location and/or services you are requesting on this application, please adhere to the following requirements:

- Public Event Definition: Events open to the general public
- Block Party Definition: Events restricted to residents of a specific location and their invited guests
- Application must be completely filled out and received **EIGHT (8) WEEKS** prior to the proposed date of the event. Failure to submit within eight (8) weeks may result in the denial of the application and event. Exceptions cannot be made for certain types of events. If a question does not apply to your event, please mark the space "NA" for Not Applicable.
- Block parties will not be authorized during the annual Labor Day Weekend; Friday, through Monday, the first weekend in September).
- A non-refundable application fee of **\$25.00** will be due for all approved events (fee is waived for block parties). Payment will be due at the time the permit is issued. Check or money order should be made payable to the Village of Maple Park, P. O. Box 220, 302 Willow Street, Maple Park, Illinois 60151. Additional fees may apply and will be dependent upon specific services requested.
- Applicant will be contacted to clarify information; please provide contact information
- All Public Events require a Village of Maple Park Special Events Permit, shall have a notice posted, in a conspicuous and accessible place that is in clear view of the public and the employees, pertaining to Human Trafficking, as required by Illinois Statute (775 ILCA 50/5(d)). The Act requires specific posting mandates, language requirements and penalties up to \$500 per violation for failure to post. A model copy of such notice is available from the Illinois Department of Human Services website at <http://www.dhs.state.il.us/page.aspx?item=82023>
- If you are utilizing Village roads/streets/facilities for an event, a Certificate of Insurance (COI) of general liability must be received before the event can be permitted. The COI and endorsement Form CG 2026 0413, naming the Village of Maple Park and its officials, employees, and agents as an additional insured, must be received before the events can be permitted. The COI Acord Form in the Description of Operations/Locations Section shall include the following language (see below):

The Village of Maple Park, its officials, employees, and agents as additional insured for the (name of the event) and the location (buildings and/or streets being used) and dates of the event.

If you have any questions regarding the application or application process, please call the Village of Maple Park at (815) 827-3309.

FOR OFFICE USE ONLY	
Received By: <i>ep</i>	Received Date: <i>4-18-22</i>
Permit No.: <i>0</i>	Issue Date:
Application Fees Paid: <i>0</i>	Date Paid: <i>—</i>

Secondary Contact: Wayne Smith
Phone: _____ Cell: 239-464-0043 E-Mail: Suban.smith.2003@yahoo.com

Equipment/Set-Up/Parking

A site map is required and should indicate any and all items used below:

Will you require street closures: ☒ Yes ☐ No Which street(s): E. Delkall by cul de sac to Ashland corner
Requested Time of Street Closures: 3:00 pm Re-open Time: 10:00 pm

Where will the event attendees/participants park?

☐ On Street ☐ On Site ☐ Other block party - no cars

Where will volunteers/workers park?

☐ On Street ☐ On Site ☐ Other NA

Will the event be erecting any of the following?

	<u>How Many</u>	<u>Size/Dimension</u>
Tent <input type="checkbox"/> Yes <input type="checkbox"/> No	<u>TBD</u>	<u>TBD - smaller neighbors tents</u>
Stage <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
Fencing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____

Will you require temporary electric? ☐ Yes ☒ No

Will you be using a generator? ☐ Yes ☒ No

Will your event feature live music/DJ or use a PA System? ☒ Yes ☒ No

Will you have fireworks or a laser show? ☐ Yes ☒ No

A Pyrotechnics Permit must be obtained from the Maple Park/Countryside Fire Protection district

Will you have mechanical/amusement rides? ☐ Yes ☒ No

Will temporary signage be used? ☐ Yes ☒ No *A Temporary Signage Permit must be obtained.*

Stages, tents, sound systems and other structures must pass inspection before the event opens. Electrical, generators, and amusement rides are also subject to an inspection. All inspections needed and conducted, as determined by the Village, on a weekend or holiday will be billed at an overtime rate of time and one-half of the employee working the event. The Event Organizer will be informed if this is applicable prior to the Special Event Permit being issued.

Public Works can supply the following equipment (some charges may apply):

Barricades ☒ Yes ☐ No *A deposit of \$50 per barricade is needed, if barricades are returned undamaged, the deposit will be refunded.*

Sweeping (before and/or after) ☐ Yes ☒ No *The Village will schedule the sweeping, Event Organizer will be invoiced for the sweeping.*

Access to Water ☐ Yes ☒ No *Applicant/Vendor must obtain a hydrant meter and pay deposit. Any water use will be subtracted from the deposit. Any unused funds will be returned.*

Garbage/Restrooms

Please note that the Village has an agreement with Waste Management to provide for dumpsters, portable restroom and handwash stations for the Labor Day weekend festival only; all other events will be required to obtain their own comfort facilities.

Is there garbage pick-up in the event area during the event days? ☐ Yes ☒ No

Have you contracted with a portable restroom company for portable restrooms and handwash stations?
☐ Yes ☒ No

Raffle Licenses

NA

To conduct a raffle in the Village of Maple Park, you need a license from the Village Clerk's Office. Please complete the Application for the Raffle License. To view the Village's Raffle Ordinance, please visit <http://www.villageofmaplepark.org>.

Food/Alcohol/Vendors

Will alcohol be served: ☒ Yes ☐ No

BYOB

If yes, a Temporary Liquor License must be obtained from the Village's Liquor Commissioner Suzanne Fahnestock at (224) 575-1960 or sfahnestock@villageofmaplepark.com. By village ordinance, liquor must be served in a restricted area (i.e. fenced, tented) with monitored entrance and exits.

Will non-food vendors be part of the event: ☐ Yes ☒ No

Will food be served: ☒ Yes ☐ No

Will food be sold: ☐ Yes ☒ No

If yes, all food vendors are required to seek a Temporary Food Service Permit from Kane and/or DeKalb County Health Departments. Applicant must provide proof from vendor that the health department issued a Temporary Food Permit.

We will supply our own food

Municipal/State Taxes Imposed

NA

All businesses, organizers and contracted vendors shall be subject to taxes imposed by the Village of Maple Park and the State of Illinois. Illinois sales tax must be paid whether this is a business or a hobby. This may include, but is not limited to:

- Retailers' Occupation Tax and Service Occupation Tax, per 2-3-2 of the municipal code requires that all businesses that sell tangible property at retail must collect and remit an additional 1% retailer occupation tax to the Department of Revenue for the State of Illinois.
- Please refer to <https://mytax.illinois.gov> for the tax rates for DeKalb and Kane Counties

The Event Organizer should complete the Village of Maple Park Special Event Sales Tax form. A copy of the completed form must be provided to the Village. The information must be submitted to the Special Events Unit, Illinois Department of Revenue, P. O. Box 19035, Springfield, IL 62794-9035. The vendor list must be submitted by the event organization within 20 days of the event or face a fine not to exceed \$250.00. Vendors are required to complete a Form ST-1 along with their payment.

Neighbor Notification

As a courtesy to residents who may be impacted by the event, a written notification should be sent a minimum of two (2) weeks in advance of the event indicating the dates, times and street closures. Event Organizer must provide proof of notification to the Village no later than two (2) weeks before the event.

Block Party Applicant must provide a completed original(s) of the Village of Maple Park Block Party Signature Form proving neighbors have been notified of the upcoming event. Event Organization must provide the completed form no later than two (2) weeks before the event.

Security and Policing Services

NA

Do you plan to provide your own private security for the event? ☐ Yes ☐ No If yes, who is providing the service (please list the contact, name, address and telephone number of the firm. _____

Do you plan to utilize Village of Maple Park Police Officers as security for the event? ☐ Yes ☐ No Please note that the Village will charge time and one-half the hourly rate of the officer on duty at your event.

Plans for Emergency Services

NA

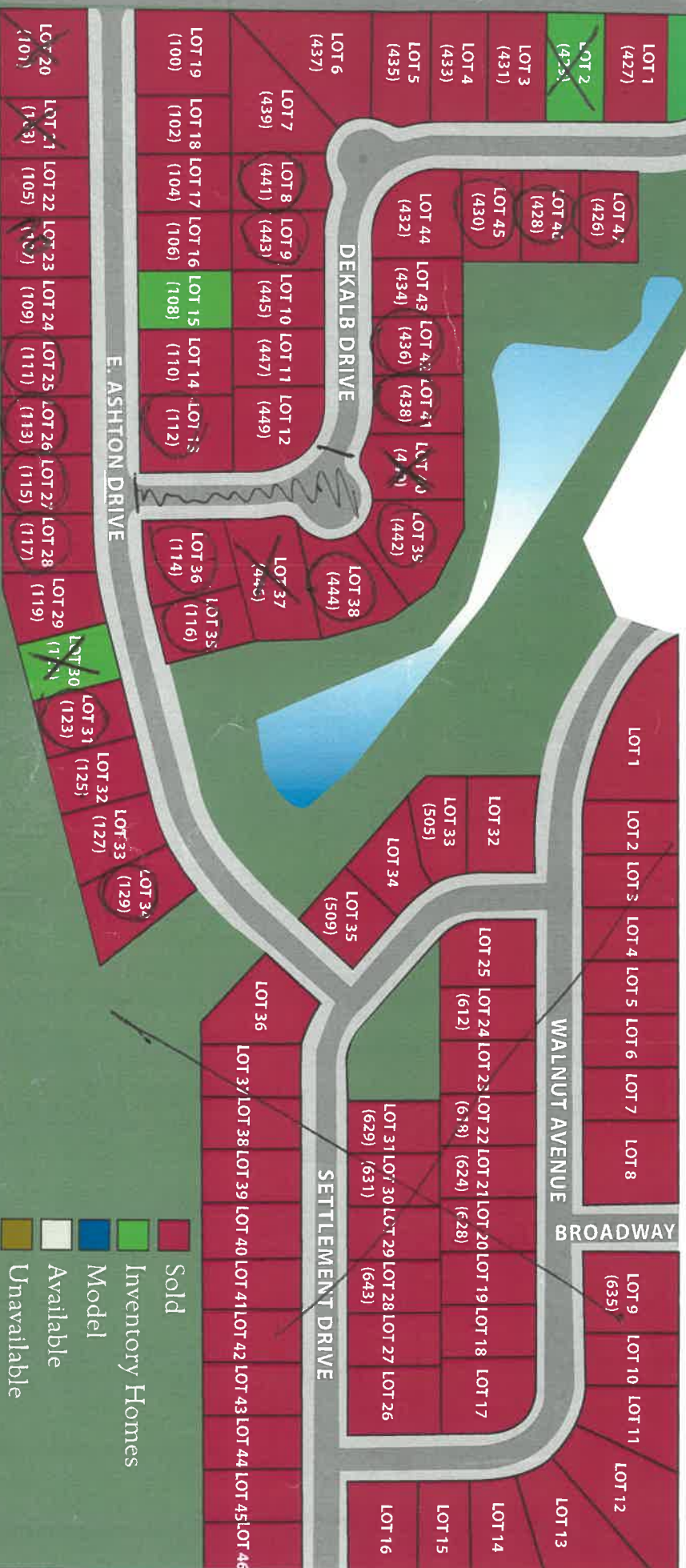
What are you plans for providing emergency services? more barricade if needed

Note: All emergency services shall include the requirement to call 911.

“Notwithstanding any other provision in this code, if in the judgement of the village administrator, the chief of police or the Maple Park and Countryside Fire Protection District fire chief, or their designees, an emergency situation has been created such that the continued use of public or private property by a permittee will immediately threaten life, health or property, the village administrator, the chief of police or the fire chief, or their designees, upon the issuance of an order stating the reason for such conclusion and without notice or hearing may immediately revoke or suspend the permit and require that the use of the property to immediately cease. They may also require an immediate evacuation of the area. No person shall continue to use property contrary to such order.”

Penalty: Any person found liable/guilty by a preponderance of the evidence of a violation of the Village Code, relating to this licensing in an administrative/judicial hearing shall be subject to a fine per 8-1-16, plus applicable court fees or administrative/judicial hearing costs, as provided in subsection 8-1-16 in this code. The Village of Maple Park Police Department may shut down any event deemed to be in violation of this code.

Squires Crossing Maple Park



- Sold
- Inventory Homes
- Model
- Available
- Unavailable

- Lot Number
(####) - Street Address

SHODEEN

HOMES

shodeenhomes.com

VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2022-17

A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREET FOR A BLOCK PARTY

WHEREAS, the Village of Maple Park (Village) is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Squires Crossing neighborhood is sponsoring a block party in the Village of Maple Park on Saturday, June 4, 2022; and,

WHEREAS, the residents of the Squires Crossing Subdivision will prepare for the event between the hours of 3:00 p.m. and 4:00 p.m., with the block party taking place between 4:00 p.m. and 10:00 p.m., with the clean-up taking place after the party; and,

WHEREAS, the Squires Crossing will require the temporary closure of DeKalb Drive from East Ashton Drive, just past the cul-de-sac to Lot 40 DeKalb Drive, as indicated on Exhibit A; and,

WHEREAS, the logistics of the street closure will be the responsibility of the residents of the Squires Crossing Subdivision and the residents will clear the street in order allow emergency vehicles to proceed through the street in case of an emergency.

WHEREAS, the Village Board of the Village of Maple Park is approving the Squires Crossing Block Party scheduled for Saturday, June 4, 2022, and

SECTION 1. The street closure shall occur on Saturday, June 4, 2022, with the closure of DeKalb Drive beginning at 3:00 p.m. and the block party taking place from 4:00 p.m. until 10:00 p.m.; and,

SECTION 2. The residents of the Squires Crossing Subdivision will assume full responsibility for the direction, protection, and regulation of block party participants and the clean-up of the DeKalb Drive.

SECTION 3. To the fullest extent permitted by law, the owners shall be responsible for all injuries, to persons or property, and shall indemnify and hold harmless the Village of Maple Park, its officers, employees, and agents from any

and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from, or connected with the exercise of authority granted by the requestor, which is the subject of this resolution. This obligation is binding upon the requestor, regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission, or negligence of the Village of Maple Park or its officers, employees or agents.

SECTION 4. The Squires Crossing Subdivision Block Party Applicant shall provide a completed Special Event Waiver and Hold Harmless Agreement shall be provided to the Village of Maple Park before the street can be closed.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at a Special Village Board meeting held on May 17, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Village President on the 17th day of May, 2022.

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Elizabeth Peerboom, Acting Village Clerk

Squires Crossing Maple Park





Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees
FROM: Village Administrator Dawn Wucki-Rossbach 
DATE: May 12, 2022
SUBJECT: **RESOLUTION 2022-18 APPROVING THE TEMPORARY STREET CLOSURE OF VILLAGE STREETS FOR “SUMMER IN THE STIX”**

BACKGROUND

On May 12, 2022, the Village received a Special Event Application from Lodi Tap House, LLC to hold “Summer in the Stix” on Saturday, July 29, 2022. The map that accompanies the applications illustrates the proposed street closures, and parking for the event. Lodi has stated that they will contact the property owners regarding parking for the Fest before they promote parking in the identified locations. Lodi is partnering with Solemn Oath Brewery for this event. Lodi anticipates approximately 600 people will attend the event throughout the day. Lodi has hosted this type of event, with the exception of 2020, since 2017.

The Fest includes several different acts from mid-day on Saturday to 9:30 p.m., with the event closing by 10:00 p.m. The event promises to be family friendly, very similar to last year’s “Fall in the Stix” event. Main Street will be open by 12:00 Midnight and Pleasant Street will be cleared and open by 12:00 Noon on Sunday, July 31, 2022. Village Staff will monitor the event to confirm that Lodi opened the streets and cleaned up the area as promised.

Lodi will meet the Police Department and Fire District to secure public safety support and to confirm that the event layout will ensure that emergency vehicle can access the area.

In order to hold Summer in the Stix, Lodi is requesting a street closure from 309 Main Street to Pleasant Street and from Pleasant Street to the railroad crossing. Lodi is responsible for all set up and take down of the event. Lodi will supply the tables, chairs, portable toilets, security and will police the neighborhood after the event is over. Staff is working with Lodi to obtain the Certificate of Insurance for the event.

Resolution 2022-18 authorizes the closure of the requested streets from 7:00 a.m. on Saturday, July 30, 2022 through take down, which is to be completed by 12:00 Noon on Sunday, July 31, 2022.

RECOMMENDATION

That the Village Board review the request from Lodi Tap House, LLC and consider the street closure requests. If the Board agrees with the event parameters and the street closures, it should motion to approve Resolution 2022-18 Approving the Temporary Street Closure of Village Streets for “Summer in the Stix” Fest.

Attachments

05/12/22 Special Event Permit Application, “Summer in the Stix” and Map
Resolution 2022-18 Approving the Temporary Street Closure



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

APPLICATION FOR A SPECIAL EVENT PERMIT

To ensure the Village can plan adequately for the location and/or services you are requesting on this application, please adhere to the following requirements:

- Public Event Definition: Events open to the general public
- Block Party Definition: Events restricted to residents of a specific location and their invited guests
- Application must be completely filled out and received **EIGHT (8) WEEKS** prior to the proposed date of the event. Failure to submit within eight (8) weeks may result in the denial of the application and event. Exceptions cannot be made for certain types of events. If a question does not apply to your event, please mark the space "NA" for Not Applicable.
- Block parties will not be authorized during the annual Labor Day Weekend; Friday, through Monday, the first weekend in September).
- A non-refundable application fee of **\$25.00** will be due for all approved events (fee is waived for block parties). Payment will be due at the time the permit is issued. Check or money order should be made payable to the Village of Maple Park, P. O. Box 220, 302 Willow Street, Maple Park, Illinois 60151. Additional fees may apply and will be dependent upon specific services requested.
- Applicant will be contacted to clarify information; please provide contact information
- All Public Events require a Village of Maple Park Special Events Permit, shall have a notice posted, in a conspicuous and accessible place that is in clear view of the public and the employees, pertaining to Human Trafficking, as required by Illinois Statute (775 ILCA 50/5(d)). The Act requires specific posting mandates, language requirements and penalties up to \$500 per violation for failure to post. A model copy of such notice is available from the Illinois Department of Human Services website at <http://www.dhs.state.il.us/page.aspx?item=82023>
- If you are utilizing Village roads/streets/facilities for an event, a Certificate of Insurance (COI) of general liability must be received before the event can be permitted. The COI and endorsement Form CG 2026 0413, naming the Village of Maple Park and its officials, employees, and agents as an additional insured, must be received before the events can be permitted. The COI Accord Form in the Description of Operations/Locations Section shall include the following language (see below):

The Village of Maple Park, its officials, employees, and agents as additional insured for the (name of the event) and the location (buildings and/or streets being used) and dates of the event.

If you have any questions regarding the application or application process, please call the Village of Maple Park at (815) 827-3309.

FOR OFFICE USE ONLY	
Received By: <i>E. Peckham</i>	Received Date: <i>05/12/22</i>
Permit No.:	Issue Date:
Application Fees Paid:	Date Paid:



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

Event Information

Type of event(s): Please check all that apply

- ☒ Festival ☐ Sporting Event ☐ Carnival/Circus ☒ Farmers/Outdoor Market
☐ Parade ☐ Race/Walk ☒ Sale/Expo ☒ Concert/Performance
☐ Other _____

Event Name: Summer in the Stix

Event Location: Main Street From Loop west to 1/2 main/pleasant intersection, Pleasant North to Alley.

Event Dates: 7-30-22 Event Start Time: 12 Event End Time: 10

Is the event open to the public? ☒ Yes ☐ No Fee to Attend: ☐ No ☒ Yes, how much \$ TBD but \$20 or less

Estimated # Attending: 600 Estimated Cumulative Attendance: 600

Please check village calendars including park district, schools and churches for conflicting events. Having multiple events (or back-to-back events) can affect your event participation and attendance and also strain Village resources. The more time allotted for planning the better.

Date(s): None Seen State Time: _____ End Time: _____

_____ State Time: _____ End Time: _____

_____ State Time: _____ End Time: _____

Set-Up Date: 7-30-22 Set-Up Time: 7am

Breakdown Date: 7-30-22 Breakdown Completion Time: 12am

Number of times this event has taken place in the Village of Maple Park: 2 When: '21, '19

Has this event been conducted in other villages/cities? ☐ Yes ☒ No Which villages/cities: _____

Applicant/Sponsor Information

☒ For Profit ☐ Non-Profit (Proof Required) ☐ Other: _____

Organization: Loop Tap House, LLC

Address: 309 main St.

Principal Contact: Mike Gouder

Phone: 815 506 732 Cell: Same E-Mail: mike@drinkobscurity.com

Secondary Contact: Nicole Berger
Phone: _____ Cell: 847 989 4963 E-Mail: nicole@illinoiscafed.com

Equipment/Set-Up/Parking

A site map is required and should indicate any and all items used below:

Will you require street closures: ☒ Yes ☐ No Which street(s): Pleasant (main)

Requested Time of Street Closures: 7am Re-open Time: 12am

Where will the event attendees/participants park?

☒ On Street ☐ On Site ☒ Other Along trucks @ we have in past (North side)

Where will volunteers/workers park?

☐ On Street ☐ On Site ☒ Other Along trucks @ we have in past (North side)

Will the event be erecting any of the following?

	<u>How Many</u>	<u>Size/Dimension</u>
Tent <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>3-5</u>	<u>10x10 Pop ups</u>
Stage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>1</u>	<u>Flat Bed Trailer</u>
Fencing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>1</u>	<u>Barrels & Snow fence</u>

Will you require temporary electric? ☒ Yes ☒ No

Will you be using a generator? ☐ Yes ☒ No

Will your event feature live music/DJ or use a PA System? ☒ Yes ☐ No

Will you have fireworks or a laser show? ☐ Yes ☒ No

A Pyrotechnics Permit must be obtained from the Maple Park/Countryside Fire Protection district

Will you have mechanical/amusement rides? ☐ Yes ☒ No

Will temporary signage be used? ☒ Yes ☐ No *A Temporary Signage Permit must be obtained.*

Stages, tents, sound systems and other structures must pass inspection before the event opens. Electrical, generators, and amusement rides are also subject to an inspection. All inspections needed and conducted, as determined by the Village, on a weekend or holiday will be billed at an overtime rate of time and one-half of the employee working the event. The Event Organizer will be informed if this is applicable prior to the Special Event Permit being issued.

Public Works can supply the following equipment (some charges may apply):

Barricades ☒ Yes ☐ No *A deposit of \$50 per barricade is needed, if barricades are returned undamaged, the deposit will be refunded.*

Sweeping (before and/or after) ☐ Yes ☒ No *The Village will schedule the sweeping, Event Organizer will be invoiced for the sweeping.*

Access to Water ☐ Yes ☒ No *Applicant/Vendor must obtain a hydrant meter and pay deposit. Any water use will be subtracted from the deposit. Any unused funds will be returned.*

Garbage/Restrooms

Please note that the Village has an agreement with Waste Management to provide for dumpsters, portable restroom and handwash stations for the Labor Day weekend festival only; all other events will be required to obtain their own comfort facilities.

Is there garbage pick-up in the event area during the event days? ☐ Yes ☒ No

Have you contracted with a portable restroom company for portable restrooms and handwash stations?
☒ Yes ☐ No

Raffle Licenses

To conduct a raffle in the Village of Maple Park, you need a license from the Village Clerk's Office. Please complete the Application for the Raffle License. To view the Village's Raffle Ordinance, please visit <http://www.villageofmaplepark.org>.

Food/Alcohol/Vendors

Will alcohol be served: ☒ Yes ☐ No

If yes, a Temporary Liquor License must be obtained from the Village's Liquor Commissioner Suzanne Fahnestock at (224) 575-1960 or sfahnestock@villageofmaplepark.com. By village ordinance, liquor must be served in a restricted area (i.e. fenced, tented) with monitored entrance and exits.

Will non-food vendors be part of the event: ☒ Yes ☐ No

Will food be served: ☒ Yes ☐ No

Will food be sold: ☒ Yes ☐ No

If yes, all food vendors are required to seek a Temporary Food Service Permit from Kane and/or DeKalb County Health Departments. Applicant must provide proof from vendor that the health department issued a Temporary Food Permit.

Municipal/State Taxes Imposed

All businesses, organizers and contracted vendors shall be subject to taxes imposed by the Village of Maple Park and the State of Illinois. Illinois sales tax must be paid whether this is a business or a hobby. This may include, but is not limited to:

- Retailers' Occupation Tax and Service Occupation Tax, per 2-3-2 of the municipal code requires that all businesses that sell tangible property at retail must collect and remit an additional 1% retailer occupation tax to the Department of Revenue for the State of Illinois.
- Please refer to <https://mytax.illinois.gov> for the tax rates for DeKalb and Kane Counties

The Event Organizer should complete the Village of Maple Park Special Event Sales Tax form. A copy of the completed form must be provided to the Village. The information must be submitted to the Special Events Unit, Illinois Department of Revenue, P. O. Box 19035, Springfield, IL 62794-9035. The vendor list must be submitted by the event organization within 20 days of the event or face a fine not to exceed \$250.00. Vendors are required to complete a Form ST-1 along with their payment.

Neighbor Notification

As a courtesy to residents who may be impacted by the event, a written notification should be sent a minimum of two (2) weeks in advance of the event indicating the dates, times and street closures. Event Organizer must provide proof of notification to the Village no later than two (2) weeks before the event.

Block Party Applicant must provide a completed original(s) of the Village of Maple Park Block Party Signature Form proving neighbors have been notified of the upcoming event. Event Organization must provide the completed form no later than two (2) weeks before the event.

Security and Policing Services

Do you plan to provide your own private security for the event? ☒ Yes ☐ No If yes, who is providing the service (please list the contact, name, address and telephone number of the firm. _____

typically hire 1-2 off Duty officers from MP

Do you plan to utilize Village of Maple Park Police Officers as security for the event? ☒ Yes ☐ No Please note that the Village will charge time and one-half the hourly rate of the officer on duty at your event. _____

Plans for Emergency Services

What are you plans for providing emergency services? _____

We will coordinate plan for life safety with Fire as we have previously.

Note: All emergency services shall include the requirement to call 911.

“Notwithstanding any other provision in this code, if in the judgement of the village administrator, the chief of police or the Maple Park and Countryside Fire Protection District fire chief, or their designees, an emergency situation has been created such that the continued use of public or private property by a permittee will immediately threaten life, health or property, the village administrator, the chief of police or the fire chief, or their designees, upon the issuance of an order stating the reason for such conclusion and without notice or hearing may immediately revoke or suspend the permit and require that the use of the property to immediately cease. They may also require an immediate evacuation of the area. No person shall continue to use property contrary to such order.”

Penalty: Any person found liable/guilty by a preponderance of the evidence of a violation of the Village Code, relating to this licensing in an administrative/judicial hearing shall be subject to a fine per 8-1-16, plus applicable court fees or administrative/judicial hearing costs, as provided in subsection 8-1-16 in this code. The Village of Maple Park Police Department may shut down any event deemed to be in violation of this code.

VILLAGE OF MAPLE PARK

Block Party Signature Form

Resident signatures and addresses indicate acknowledgement of a block party taking place and there being no objection to their street being barricaded to all thru traffic on the date and time indicated. Limited access to/from individual residential properties is permissible. The form must be completed by an individual over the age of 18 years old.

If there is a vacant residence on the block, please indicate on the application next to the address in the signature area of the form.

Residents who will be on vacation or not home the date of the block party must indicate this next to their address.

One signature per household, by person 18 years or older.

Date of Block Party	Start Time:	End Time:
---------------------	-------------	-----------

[illegible]

Note: Please list additional addresses and signatures on a separate sheet of paper and attach to the application.

VILLAGE OF MAPLE PARK
Special Event
Waiver and Hold Harmless Agreement

As the Event Applicant, I will abide by the approved permit and/or permits and will make every effort to resolve any conflicts through appropriate communications. Furthermore, I understand that the Village of Maple Park, its officials, employees, and agents will not be responsible for any property left unattended at the event, and that I am responsible for reporting incidents of vandalism or illegal activity at the event by calling 911.

In addition, I declare that the information contained in this application is true and correct to the best of my knowledge. I hereby attest that I am at least 18 years of age and authorized to bind the event, sponsor(s), and/or its employees, agents or volunteers associated or to be associated with the activity for which approval is being sought to the terms of this Agreement. I agree to reimburse the Village of Maple Park for any and all loss incurred by it in repairing or replacing damage to the Village of Maple Park property proximately caused by the applicant, its officers, employees, agents, monitors, or any other persons attending or forming the specific event who were or should have been under my control. I further agree to defend without costs, indemnify, and hold harmless the Village of Maple Park, its officers, agents, and employees from any liability to any person, damages, losses, or injuries arising out of, or alleged to arise out of, the event which was proximately caused by the actions of the applicant, its officers, employees, agents, including monitors or persons attending or joining in the event who were responsible or should have been under the control of the applicant.

I have read and understand all special use regulations/requirements/agreements. I do hereby agree to abide by all federal, state, local and Village of Maple Park laws, ordinances, rules and regulations and agree to meet all requirements for documentation, certification, licensing, financial responsibility and other aspects of staging a special event on Village of Maple Park property. I understand that lack of meeting all requirements may result in the denial of the proposed special event. In the event that information provided on this form changes, or the event is cancelled, I will inform the Village of Maple Park, in writing, at least two (2) weeks prior to the event.


Applicant Signature

Date: 5-11-2022

Lucas Gaudin
Print or Type Name Here

815 508 6732
Daytime Phone Number

luc@ladi-taphouse.com
E-Mail Address

Thank you for taking the time to complete this application. Remember to include a site plan and sign the application. We look forward to working with you on a very successful event.



VILLAGE OF MAPLE PARK
Special Event Sales Tax (Food & Non-Food) Vendor Form

All vendors are subject to the taxes imposed by the State of Illinois and the Village of Maple Park, this includes the Retailers' Occupation Tax and Service Occupation Tax (sales tax), per 2-3-2 of the municipal code, which requires all businesses that sell tangible property at retail must collect and remit directly to the Special Event Unit at the Illinois Department of Revenue. Vendors must also collect taxes required by DeKalb and Kane Counties

Name of Business/Organization (Event Organizer): LOPE TAP HOUSE, LLC

Organizer Main Contact & Contact Address: LOPE GOEDER, PO Box 81 Maple Park IL

Contact Phone Number: 815-508-6732

Name of Special Event: Summer in the Skis

Date(s) of Special Events: 7-30-2022 Location of Special Event: MARISSANT

Any vendor participating in the Special Event state above must be listed: will be provided 2 weeks prior to event per Application

Vendor Name	Vendor Address, City, State & Zip	Vendor Phone	IBN (Sales Tax Number)

Event Organizer Signature: _____

Date: 5-11-2022

EXHIBIT A



VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2022-18 Approved: _____

A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF VILLAGE STREETS FOR “SUMMER IN THE STIX”

WHEREAS, the Village of Maple Park, Illinois received a Special Event Application request from Lodi Tap House, LLC to hold the “Summer in the Stix” on Saturday, July 29, 2022; and,

WHEREAS, Lodi Tap House is partnering with Solemn Oath Brewery Company to host this event and the request includes a request to temporarily close and fence off of Main Street from 309 Main Street (Lodi Tap House) to Pleasant, and Pleasant Street from Main Street to the Stage, from 7:00 a.m. Saturday, July 30, 2022, with the event beginning at 12:00 Noon and ending at 10:00 p.m., and Main Street clean-up completed by 12:00 Midnight on Saturday, July 30, 2022 and Pleasant Street will be cleaned up by 12:00 Noon on Sunday, July 31, 2022, see Exhibit A; and,

WHEREAS, the business owners or their representative have an estimated guest count of 600 people throughout the day and that event parking will be available on Center Street; and,

WHEREAS, the logistics of the day will be managed by Lodi Tap House, LLC. Lodi Tap House will secure the subcontractors (garbage, portable toilets, security, etc.), set-up and take-down all event amenities, and will complete a detailed policing of the neighborhood the day after the event to ensure all is clean;

SECTION 1. This closure shall occur at 7:00 a.m. Saturday, July 30, 2022 to 12:00 Midnight on Saturday, July 30, 2022; as in the past, Lodi will work with the Police Department and Fire District to ensure that emergency vehicles have access should an emergency arise; and,

SECTION 2. Lodi has ensured the Village that Main Street will be open by 12:00 Midnight on Saturday, July 30, 2022 and that Pleasant Street will be open by 12:00 Noon on Sunday, July 31, 2022.

SECTION 3. The requestor assumes full responsibility for the direction, protection, and regulation of the traffic during the time of closure.

SECTION 4. To the fullest extent permitted by law, the requester shall be responsible for all injuries, to persons or property, and shall indemnify and hold harmless the Village of Maple Park, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from, or connected with the exercise of authority granted by the requestor, which is the subject of this resolution. This obligation is binding upon the requestor, regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission, or negligence of the Village of Maple Park or its officers, employees or agents.

SECTION 5. The requestor shall provide a comprehensive general liability policy and an additional named insured endorsement in the amount of \$2,000,000.00 general aggregate, \$1,000,000.00 per person, which has the Village of Maple Park, its officials, employees, and agents as insureds, and which protects them all from claims arising from the requested road closure. A copy of said policy and endorsement shall be provided to the Village of Maple Park before the street is closed.

SECTION 6. By approving this Special Events Application and street closure, the Village Board is temporarily permitting Stix attendees to consume alcohol on Village streets, the permission ends at the end of the event.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at the Special Village Board Meeting held on May 17, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED by the Village President on the 17th day of May 2022.

(SEAL)

Suzanne Fahnstock, Village President

ATTEST:

Elizabeth Peerboom, Acting Village Clerk

EXHIBIT A





Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151


Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: May 13, 2022

SUBJECT: **RESOLUTION 2022-19 A RESOLUTION APPROVING THE TEMPORARY STREET CLOSURE OF A VILLAGE STREET FOR A MEMORIAL DAY CEREMONY**

Background

On May 13, 2022, American Legion Post 312, submitted an Application for a Special Event. The Legion is requesting Board permission to hold a Memorial Day Ceremony on Monday, May 30, 2022. The ceremony has taken place every year since 1964. The ceremony will require that Main Street be closed between Kennebec Street and Pleasant Street, beginning at 10:00 a.m. The ceremony will take place between 11:30 a.m. and 12:30 p.m., with street clean-up taking place immediately after the ceremony has been completed. The Legion has already submitted their Certificate of Insurance, the endorsement is needed. The Legion anticipates approximately 125 people will attend the ceremony, with approximately 25 people participating in the ceremony.

The Legion has not submitted the application or barricade deposit fee. The Legion has not submitted a request to have the Board waive the application fee or the barricade deposit; however, the Board has the ability to waive the fee and deposit. If the Board does not wish to waive the application fee and barricade deposit Staff will obtain them prior to the ceremony.

Recommendation

That the Village Board review and consider the request for the Special Event and for closure of Main Street between Kennebec Street and Pleasant Street and that the Board should approve the request and Resolution 2022-19 a Resolution Approving the Temporary Street Closure of a Village Street for a Memorial Day Ceremony.

Attachments

05/13/22 SE Application 2022-003 for Memorial Day Ceremony

Resolution 2022-19 a Resolution Approving the Temporary Street Closure



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

2022-003

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

APPLICATION FOR A SPECIAL EVENT PERMIT

To ensure the Village can plan adequately for the location and/or services you are requesting on this application, please adhere to the following requirements:

- **Public Event Definition:** Events open to the general public
- **Block Party Definition:** Events restricted to residents of a specific location and their invited guests
- Application must be completely filled out and received **EIGHT (8) WEEKS** prior to the proposed date of the event. Failure to submit within eight (8) weeks may result in the denial of the application and event. Exceptions cannot be made for certain types of events. If a question does not apply to your event, please mark the space "NA" for Not Applicable.
- Block parties will not be authorized during the annual Labor Day Weekend; Friday, through Monday, the first weekend in September).
- A non-refundable application fee of **\$25.00** will be due for all approved events (fee is waived for block parties). Payment will be due at the time the permit is issued. Check or money order should be made payable to the Village of Maple Park, P. O. Box 220, 302 Willow Street, Maple Park, Illinois 60151. Additional fees may apply and will be dependent upon specific services requested.
- Applicant will be contacted to clarify information; please provide contact information
- All Public Events require a Village of Maple Park Special Events Permit, shall have a notice posted, in a conspicuous and accessible place that is in clear view of the public and the employees, pertaining to Human Trafficking, as required by Illinois Statute (775 ILCA 50/5(d)). The Act requires specific posting mandates, language requirements and penalties up to \$500 per violation for failure to post. A model copy of such notice is available from the Illinois Department of Human Services website at <http://www.dhs.state.il.us/page.aspx?item=82023>
- If you are utilizing Village roads/streets/facilities for an event, a Certificate of Insurance (COI) of general liability must be received before the event can be permitted. The COI and endorsement Form CG 2026 0413, naming the Village of Maple Park and its officials, employees, and agents as an additional insured, must be received before the events can be permitted. The COI Accord Form in the Description of Operations/Locations Section shall include the following language (see below):

The Village of Maple Park, its officials, employees, and agents as additional insured for the (name of the event) and the location (buildings and/or streets being used) and dates of the event.

If you have any questions regarding the application or application process, please call the Village of Maple Park at (815) 827-3309.

FOR OFFICE USE ONLY

Received By: DWR	Received Date: 05/13/22
Permit No.:	Issue Date:
Application Fees Paid:	Date Paid:



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

Event Information

Type of event(s): Please check all that apply

- ☐ Festival ☐ Sporting Event ☐ Carnival/Circus ☐ Farmers/Outdoor Market
☐ Parade ☐ Race/Walk ☐ Sale/Expo ☐ Concert/Performance
☒ Other Memorial Day Ceremony

Event Name: Memorial Day Ceremony

Event Location: Main Street

Event Dates: 5/30/22 Event Start Time: 10:00 Event End Time: 12:30

Is the event open to the public? ☒ Yes ☐ No Fee to Attend: ☒ No ☐ Yes, how much \$ _____

Estimated # Attending: 125 Estimated Cumulative Attendance: 150

Please check village calendars including park district, schools and churches for conflicting events. Having multiple events (or back-to-back events) can affect your event participation and attendance and also strain Village resources. The more time allotted for planning the better.

Date(s): _____ State Time: _____ End Time: _____
_____ State Time: _____ End Time: _____
_____ State Time: _____ End Time: _____

Set-Up Date: 5/30/22 Set-Up Time: _____

Breakdown Date: 5/30/22 Breakdown Completion Time: _____

Number of times this event has taken place in the Village of Maple Park: 58 When: Since 1964

Has this event been conducted in other villages/cities? ☒ Yes ☐ No Which villages/cities: To numerous to Count

Applicant/Sponsor Information

☐ For Profit ☒ Non-Profit (Proof Required) ☐ Other: _____

Organization: Maple Park American Legion Post 312

Address: 203 Main Street Maple Park, IL 60151

Principal Contact: Chris Rebore

Phone: _____ Cell: 630-247-9484 E-Mail: chris.rebore@gmail.com

Secondary Contact: Dave Trumble
Phone: _____ Cell: 779-212-9141 E-Mail: dndtrumble@frontier.com

Equipment/Set-Up/Parking

A site map is required and should indicate any and all items used below:

Will you require street closures: ☒ Yes ☐ No Which street(s): Main at Pleasant to Kennebec

Requested Time of Street Closures: 10:30 am Re-open Time: Noon

Where will the event attendees/participants park?

☐ On Street ☐ On Site ☒ Other Surrounding streets

Where will volunteers/workers park?

☐ On Street ☐ On Site ☒ Other Surrounding streets

Will the event be erecting any of the following?

	<u>How Many</u>	<u>Size/Dimension</u>
Tent <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
Stage <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
Fencing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____

Will you require temporary electric? ☐ Yes ☒ No

Will you be using a generator? ☐ Yes ☒ No

Will your event feature live music/DJ or use a PA System? ☒ Yes ☐ No

Will you have fireworks or a laser show? ☐ Yes ☒ No

A Pyrotechnics Permit must be obtained from the Maple Park/Countryside Fire Protection district

Will you have mechanical/amusement rides? ☐ Yes ☒ No

Will temporary signage be used? ☐ Yes ☒ No *A Temporary Signage Permit must be obtained.*

Stages, tents, sound systems and other structures must pass inspection before the event opens. Electrical, generators, and amusement rides are also subject to an inspection. All inspections needed and conducted, as determined by the Village, on a weekend or holiday will be billed at an overtime rate of time and one-half of the employee working the event. The Event Organizer will be informed if this is applicable prior to the Special Event Permit being issued.

Public Works can supply the following equipment (some charges may apply):

Barricades ☒ Yes ☐ No *A deposit of \$50 per barricade is needed, if barricades are returned undamaged, the deposit will be refunded.*

Sweeping (before and/or after) ☐ Yes ☒ No *The Village will schedule the sweeping, Event Organizer will be invoiced for the sweeping.*

Access to Water ☐ Yes ☒ No *Applicant/Vendor must obtain a hydrant meter and pay deposit. Any water use will be subtracted from the deposit. Any unused funds will be returned.*

Garbage/Restrooms

Please note that the Village has an agreement with Waste Management to provide for dumpsters, portable restroom and handwash stations for the Labor Day weekend festival only; all other events will be required to obtain their own comfort facilities.

Is there garbage pick-up in the event area during the event days? ☐ Yes ☒ No

Have you contracted with a portable restroom company for portable restrooms and handwash stations?
☐ Yes ☒ No

Raffle Licenses

To conduct a raffle in the Village of Maple Park, you need a license from the Village Clerk's Office. Please complete the Application for the Raffle License. To view the Village's Raffle Ordinance, please visit <http://www.villageofmaplepark.org>.

Food/Alcohol/Vendors

Will alcohol be served: ☐ Yes ☒ No

If yes, a Temporary Liquor License must be obtained from the Village's Liquor Commissioner Suzanne Fahnestock at (224) 575-1960 or sfahnestock@villageofmaplepark.com. By village ordinance, liquor must be served in a restricted area (i.e. fenced, tented) with monitored entrance and exits.

Will non-food vendors be part of the event: ☐ Yes ☒ No

Will food be served: ☐ Yes ☒ No

Will food be sold: ☐ Yes ☒ No

If yes, all food vendors are required to seek a Temporary Food Service Permit from Kane and/or DeKalb County Health Departments. Applicant must provide proof from vendor that the health department issued a Temporary Food Permit.

Municipal/State Taxes Imposed

All businesses, organizers and contracted vendors shall be subject to taxes imposed by the Village of Maple Park and the State of Illinois. Illinois sales tax must be paid whether this is a business or a hobby. This may include, but is not limited to:

- Retailers' Occupation Tax and Service Occupation Tax, per 2-3-2 of the municipal code requires that all businesses that sell tangible property at retail must collect and remit an additional 1% retailer occupation tax to the Department of Revenue for the State of Illinois.
- Please refer to <https://mytax.illinois.gov> for the tax rates for DeKalb and Kane Counties

The Event Organizer should complete the Village of Maple Park Special Event Sales Tax form. A copy of the completed form must be provided to the Village. The information must be submitted to the Special Events Unit, Illinois Department of Revenue, P. O. Box 19035, Springfield, IL 62794-9035. The vendor list must be submitted by the event organization within 20 days of the event or face a fine not to exceed \$250.00. Vendors are required to complete a Form ST-1 along with their payment.

Neighbor Notification

As a courtesy to residents who may be impacted by the event, a written notification should be sent a minimum of two (2) weeks in advance of the event indicating the dates, times and street closures. Event Organizer must provide proof of notification to the Village no later than two (2) weeks before the event.

Block Party Applicant must provide a completed original(s) of the Village of Maple Park Block Party Signature Form proving neighbors have been notified of the upcoming event. Event Organization must provide the completed form no later than two (2) weeks before the event.

Security and Policing Services

Do you plan to provide your own private security for the event? ☐ Yes ☒ No If yes, who is providing the service (please list the contact, name, address and telephone number of the firm. _____

Do you plan to utilize Village of Maple Park Police Officers as security for the event? ☐ Yes ☒ No Please note that the Village will charge time and one-half the hourly rate of the officer on duty at your event.

Plans for Emergency Services

What are you plans for providing emergency services? Call 911 provide immediate aid if possible.

Note: All emergency services shall include the requirement to call 911.

"Notwithstanding any other provision in this code, if in the judgement of the village administrator, the chief of police or the Maple Park and Countryside Fire Protection District fire chief, or their designees, an emergency situation has been created such that the continued use of public or private property by a permittee will immediately threaten life, health or property, the village administrator, the chief of police or the fire chief, or their designees, upon the issuance of an order stating the reason for such conclusion and without notice or hearing may immediately revoke or suspend the permit and require that the use of the property to immediately cease. They may also require an immediate evacuation of the area. No person shall continue to use property contrary to such order."

Penalty: Any person found liable/guilty by a preponderance of the evidence of a violation of the Village Code, relating to this licensing in an administrative/judicial hearing shall be subject to a fine per 8-1-16, plus applicable court fees or administrative/judicial hearing costs, as provided in subsection 8-1-16 in this code. The Village of Maple Park Police Department may shut down any event deemed to be in violation of this code.

VILLAGE OF MAPLE PARK

Block Party Signature Form

Resident signatures and addresses indicate acknowledgement of a block party taking place and there being no objection to their street being barricaded to all thru traffic on the date and time indicated. Limited access to/from individual residential properties is permissible. The form must be completed by an individual over the age of 18 years old.

If there is a vacant residence on the block, please indicate on the application next to the address in the signature area of the form.

Residents who will be on vacation or not home the date of the block party must indicate this next to their address.

One signature per household, by person 18 years or older.

Date of Block Party	Start Time:	End Time:
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[illegible]

Note: Please list additional addresses and signatures on a separate sheet of paper and attach to the application.

VILLAGE OF MAPLE PARK
Special Event
Waiver and Hold Harmless Agreement

As the Event Applicant, I will abide by the approved permit and/or permits and will make every effort to resolve any conflicts through appropriate communications. Furthermore, I understand that the Village of Maple Park, its officials, employees, and agents will not be responsible for any property left unattended at the event, and that I am responsible for reporting incidents of vandalism or illegal activity at the event by calling 911.

In addition, I declare that the information contained in this application is true and correct to the best of my knowledge. I hereby attest that I am at least 18 years of age and authorized to bind the event, sponsor(s), and/or its employees, agents or volunteers associated or to be associated with the activity for which approval is being sought to the terms of this Agreement. I agree to reimburse the Village of Maple Park for any and all loss incurred by it in repairing or replacing damage to the Village of Maple Park property proximately caused by the applicant, its officers, employees, agents, monitors, or any other persons attending or forming the specific event who were or should have been under my control. I further agree to defend without costs, indemnify, and hold harmless the Village of Maple Park, its officers, agents, and employees from any liability to any person, damages, losses, or injuries arising out of, or alleged to arise out of, the event which was proximately caused by the actions of the applicant, its officers, employees, agents, including monitors or persons attending or joining in the event who were responsible or should have been under the control of the applicant.

I have read and understand all special use regulations/requirements/agreements. I do hereby agree to abide by all federal, state, local and Village of Maple Park laws, ordinances, rules and regulations and agree to meet all requirements for documentation, certification, licensing, financial responsibility and other aspects of staging a special event on Village of Maple Park property. I understand that lack of meeting all requirements may result in the denial of the proposed special event. In the event that information provided on this form changes, or the event is cancelled, I will inform the Village of Maple Park, in writing, at least two (2) weeks prior to the event.


Applicant Signature

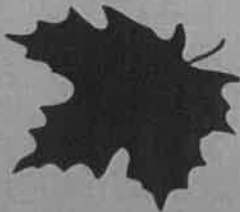
Date: 5/6/22

Chris Rebo
Print or Type Name Here

630-247-9484
Daytime Phone Number

Chris.Rebo@gmail.com
E-Mail Address

Thank you for taking the time to complete this application. Remember to include a site plan and sign the application. We look forward to working with you on a very successful event.



VILLAGE OF MAPLE PARK
Special Event Sales Tax (Food & Non-Food) Vendor Form

All vendors are subject to the taxes imposed by the State of Illinois and the Village of Maple Park, this includes the Retailers' Occupation Tax and Service Occupation Tax (sales tax), per 2-3-2 of the municipal code, which requires all businesses that sell tangible property at retail must collect and remit directly to the Special Event Unit at the Illinois Department of Revenue. Vendors must also collect taxes required by DeKalb and Kane Counties

Name of Business/Organization (Event Organizer): _____
Organizer Main Contact & Contact Address: _____
Contact Phone Number: _____
Name of Special Event: _____
Date(s) of Special Events: _____ Location of Special Event: _____

Any vendor participating in the Special Event state above must be listed:

Vendor Name	Vendor Address, City, State & Zip	Vendor Phone	IBN (Sales Tax Number)

Event Organizer Signature: _____ Date: _____

Pleasant

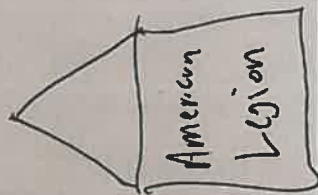
x
x
x

x x x

Main Street

x
x
x

Pleasant



Location of Ceremony

Resident Viewing

Kennebec

x
x
x

x x x

x
x
x

Kennebec

VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2022-19

A RESOLUTION APPROVING THE TEMPORARY CLOSURE OF A VILLAGE STREETS FOR A MEMORIAL DAY CEREMONY

WHEREAS, the Village of Maple Park (Village) is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, American Legion Post 312 is hosting a Memorial Day Ceremony in the Village of Maple Park on Monday, May 30, 2022; and,

WHEREAS, American Legion Post 312 will conduct the Memorial Day Ceremony between 11:30 a.m. and 12:30 p.m. with the clean-up taking place after the ceremony; and,

WHEREAS, in approving the American Legion Post 312's request this Board's action will require the temporary closure of Main Street from Kennebec Street to Pleasant Street, as indicated on Exhibit A; and,

WHEREAS, the logistics of the street closure posting will be the responsibility of the Village of Maple Park; while the American Legion will have responsibility for clean-up of the area after the ceremony.

SECTION 1. This street closure shall occur on Monday, May 30, 2022 with the closure of Main Street beginning at 10:00 a.m. and the ceremony taking place between 11:30 a.m. and 12:30 p.m. and,

SECTION 2. To the fullest extent permitted by law, the owners shall be responsible for all injuries, to persons or property, and shall indemnify and hold harmless the Village of Maple Park, its officers, employees, and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from, or connected with the exercise of authority granted by the requestor, which is the subject of this resolution. This obligation is binding upon the requestor, regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission, or negligence of the Village of Maple Park or its officers, employees or agents.

SECTION 3. American Legion Post 312 shall provide a comprehensive general liability policy and an additional named insured endorsement in the amount of \$2,000,000.00 general aggregate, \$1,000,000.00 per person, which has the Village of Maple Park, its officials, employees, and agents as insureds, and which protects them all from claims arising from the requested road closure. A copy of said policy and endorsement shall be provided to the Village of Maple Park before the streets will be closed.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at a Special Village Board meeting held on the 17th of May, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED by the Village President on the 17th day of May 2022.

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Elizabeth Peerboom, Acting Village Clerk

EXHIBIT A

