



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

**President**  
Frank Soto

**Board of Trustees**

Rosa Carmona  
Frank DeSimone  
Annie Jaworska  
David Majeski  
Martin O'Connell  
Henry Wesseler

**Village Clerk**  
Lisa Rivera-Trujillo

**Village Manager**  
Evan K. Summers

September 6, 2016

Ms. Maria Pawliwec  
920 North Hoyne Avenue  
Chicago, Illinois 60622

Re: August 18, 2016 Commercial FOIA Request

Dear Ms. Pawliwec:

I am pleased to help you with your August 18, 2016 Commercial Freedom of Information Act ("FOIA"). Your request was received by the Village of Bensenville on August 22, 2016. You requested copies of the items indicated below:

*"Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140, I am requesting an opportunity to inspect and/or obtain copies of the following public records via e-mail:*

- *The first five (5) pages of any contract for red light cameras and/or speed cameras to which your municipality is a party;*
- *A copy of one (1) current invoice pertaining to any red cameras and/or speed camera services which are the subject of any contract to which your municipality is a party;*
- *A copy of any current contract for legal services to which your municipality is a party;*
- *A copy of any current contract for insurance to which your municipality is a party;*
- *A copy of any current contract for engineering services to which your municipality is a party;*
- *A copy of one (1) current invoice pertaining to any engineering service which are the subject of any contract to which your municipality is a party."*

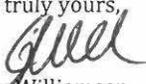
After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Amendment to Agreement Between Redspeed Illinois, LLC and the Village of Bensenville for the Installation and Operation of an Automated Traffic Law Enforcement System. (5 pgs.)
- 2) Village of Bensenville Photo Enforcement Program Statement from Redspeed, LLC for the Month of July 2016. (5 pgs.)
- 3) Resolution No. R-87-2014 entitled "A Resolution Authorizing Staff to Negotiate and Execute a Three-Year Agreement with Arthur J. Gallagher & Co. for Insurance Broker Services in the Not-to-Exceed Amount of \$40,000 per Year". (5 pgs.)
- 4) Resolution No. R-99-2016 entitled "Authorizing the Execution of a Residential Engineering Services Agreement with Engineering Enterprises, Inc. for the George Street Culvert Replacement (CDBG) Project in the Not-to-Exceed Amount of \$19,830". (15 pgs.)
- 5) ESI Consultants, Ltd. Invoice for Services through July 31, 2016. (7 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

**AMENDMENT TO AGREEMENT BETWEEN  
REDSPEED ILLINOIS, LLC AND THE  
VILLAGE OF BENSENVILLE FOR THE  
INSTALLATION AND OPERATION OF AN AUTOMATED  
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Amendment to Agreement between RedSpeed Illinois, LLC and the Village of Bensenville for the Installation and Operation of an Automated Traffic Law Enforcement System (the "Amendment") made this 7th day of OCTOBER, 2009 (the "Effective Date") by and between REDSPEED ILLINOIS, LLC, an Illinois limited liability company ("RedSpeed") and the Village of Bensenville, an Illinois municipal corporation ("Municipality");

WITNESSETH:

WHEREAS, RedSpeed and Municipality executed and delivered that certain Agreement between RedSpeed and the Municipality for the Installation and Operation of an Automated Traffic Law Enforcement System (the "Agreement") on March 19, 2008; and

WHEREAS, pursuant to paragraph 2.c of the Agreement, the Municipality has requested RedSpeed to perform additional services to upgrade the existing red light running ("RLR") camera systems at the Designated Intersection with light emitting diode ("LED") upgrades (the "LED Upgrade") required by the Illinois Department of Transportation ("IDOT") for the Designated Intersection that are under the exclusive jurisdiction of IDOT pursuant to IDOT Safety Policy Memorandum of Safety (February 2007) effective March 1, 2007 and revised January 1, 2008; and

WHEREAS, RedSpeed and Municipality have agreed to amend the Agreement to cover the additional services required for the LED Upgrade.

NOW, THEREFORE, the Agreement is amended as of the date hereof as follows:

1. All capitalized terms used herein shall have the same meaning as is ascribed to them in the Agreement, unless otherwise defined herein.

2. This Amendment may be executed in counterparts and all so executed shall constitute one and the same Amendment. The parties intend to sign and deliver this Amendment by facsimile transmission. Each party agrees that the delivery of the Amendment by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of the Amendment by all parties to the same extent that an original signature could be used.

3. Except for the amendments reflected in the hereinafter paragraph 4, RedSpeed and Municipality confirm the Agreement as being valid and binding on RedSpeed and Municipality subject to the terms of this Amendment.

4. The Agreement is amended in the following particulars:

(i) RedSpeed and Municipality agree that the additional services for the LED Upgrade shall be installed and paid for fifty percent (50%) each by RedSpeed and Municipality as follows:

The Municipality's fifty percent (50%) share of the total cost of the LED Upgrade shall be paid by Municipality by virtue of RedSpeed deducting on a monthly basis the sum of \$2,989.00 from the Municipality's portion of the Citation revenue from the Red Light Photo Enforcement Program, for a period of three (3) months until the Municipality's fifty percent (50%) share of the total amount needed for the LED Upgrade is collected in the amount of \$8,966.00. The specific total dollar amount for the LED Upgrade shall be provided at cost by RedSpeed to the Municipality and such specific total cost for the LED Upgrade shall be attached hereto as Exhibit A. Once the fifty percent (50%) Municipal share of the total dollar amount needed for the LED Upgrade has been collected, RedSpeed will work with its subcontractors to perform the LED Upgrade.

By way of example only, if the total cost of the LED Upgrade at a Designated Intersection is \$25,000, RedSpeed will deduct \$1,785.72 per month, for seven (7) months, from the Municipality's portion of the Citation revenue.

(ii) Based upon RedSpeed agreeing to pay for fifty percent (50%) of the LED Upgrade as set forth in paragraph 4(i) above, Municipality agrees with RedSpeed as follows:

a. Paragraph 5.a of the Agreement is amended and in lieu thereof shall be substituted the following:

"Either Party shall have the right to terminate this Agreement, without cause as herein defined, with Sixty (60) days written notice to the other Party. Provided, however, notwithstanding the foregoing, to the contrary, if Municipality terminates this Agreement, without cause prior to the end of term, the Municipality shall reimburse RedSpeed for (i) an amount equal to the cost of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of a camera or cameras at the Designated Intersections which have been installed prior to termination and (ii) the fifty percent (50%) share of the LED Upgrade costs paid for by RedSpeed (the "Cost" and/or "Costs"). RedSpeed shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the amount of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of a camera or cameras at the Designated Intersections.

"Cause" as used at Paragraph 5.a. of this Agreement shall mean:

The material breach by RedSpeed or Municipality, their employees or agents, of any of the provisions hereof on RedSpeed or Municipality's part to be kept, maintained or performed."

b. At Exhibit A to the Agreement there should be added a new paragraph that reads as follows:

**"Non-Productive Cameras.** If the Municipality and RedSpeed mutually agree that a camera either is not economical and/or has not reached the desired safety goals, a new location will be mutually selected and the camera will be moved at no Cost to the Municipality. If no further location is mutually agreed upon for the removed camera, the Municipality will inform Red Speed in writing, and the camera will be removed at Cost (as defined at paragraph 5.a. of the Agreement) to the Municipality not to exceed \$30,000.00 to the Municipality, within thirty (30) calendar days after the receipt of the written notice. The billing for the camera will stop immediately upon receipt of the written notice. Provided however, that removal of equipment from intersections under construction or improvement which construction or improvement was not under the exclusive control of the Municipality, such Costs for removal or relocation shall be borne by RedSpeed."

(iii) At Exhibit B the Cost Neutrality paragraph should be deleted and in lieu thereof shall appear the following:

**"Cost Neutrality.** Notwithstanding any other provision of this Agreement to the contrary, except for paragraph 5.a. and the Non-Productive Cameras paragraph of Exhibit A, if any invoice for compensation owed to RedSpeed from Municipality is higher than the amount collected, the balance owed to RedSpeed will be carried over and paid by the Municipality in the following month. Payment will only be made by Municipality up to the amount of cash received by Municipality through the collection of Red Light Citations up to the amount currently due. Cost neutrality is assured to Municipality as the Municipality shall never have to pay RedSpeed more than the actual cash received.

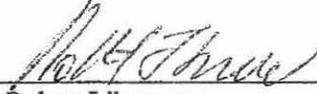
Notwithstanding the foregoing cost neutrality paragraph, to the contrary, the provisions of paragraph 5.a. and the Non-Productive Cameras paragraph of Exhibit A supersede the cost neutrality paragraph and Municipality shall be responsible to RedSpeed for any Costs due from Municipality to RedSpeed under such paragraphs irrespective of a Cash receipts deficiency."

*Signature page to follow.*

IN WITNESS WHEREOF, RedSpeed and Municipality have executed this Amendment on the date first above written.

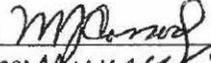
REDSPEED:

REDSPEED ILLINOIS, LLC

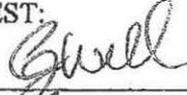
By:   
Name: Robert Liberman  
Its: Manager

MUNICIPALITY:

VILLAGE OF BENSENVILLE

By:   
Name: MICHAEL J. CASSIDY  
Its: VILLAGE MANAGER

ATTEST:

By:   
Name: Corey Wilkamsen  
Its: Deputy Village Clerk

**EXHIBIT A**

**SCHEDULE OF COSTS OF LED UPGRADE**

**Detailed Schedule of Costs Attached for each location**

<b>Location</b>	<b>Total Cost</b>	<b>50%</b>	<b>Monthly</b>
<b>IL Rte 83 and Grove Avenue:</b>	<b>\$17,932.00</b>	<b>\$8,966.00</b>	<b>\$2,989.00</b>
<b>Totals:</b>	<b>\$17,932.00</b>	<b>\$8,966.00</b>	<b>\$2,889.00</b>

# Village of Bensenville Photo Enforcement Program Statement



**400 EISENHOWER LANE NORTH  
LOMBARD, IL 60148**

PHONE: 630-317-5700  
FAX: 630-424-0217  
RedSpeed-Illinois.com

**Account No.** 17027  
**Statement No.** 94  
**Statement Period** 07/01/2016-07/31/2016  
**Bill To** VILLAGE OF BENSENVILLE  
**Address** 12 S. CENTER STREET  
BENSENVILLE, IL 60106

## Financial Summary

<b>Payments Collected (07/01/2016 through 07/31/2016)</b>	<b>\$10,620.00</b>
<b>Service fees, camera lease and maintenance</b>	<b>\$5,302.65</b>
<b>Previous month balance</b>	<b>\$0.00</b>
<b>Amount Due to Municipality</b>	<b>\$5,317.35</b>

## Outstanding Violations Summary

<b>Number of outstanding violations (not contested or paid)</b>	<b>259</b>
<b>Outstanding Amount Due to Municipality<sup>1</sup></b>	<b>\$32,400.00</b>

## Collections Summary

<b>Amount Sent to Collections (07/01/2016 through 07/31/2016)</b>	<b>\$9,900.00</b>
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Service Description	Price
RedSpeed™ police violation review module	Free of charge
RedSpeed™ court module	Free of charge
RedSpeed™ program manager module, including real-time reports	Free of charge
Software support & training	Free of charge
Camera certification & camera operation certificate	Free of charge
RedLightViolations.com violation view and credit card payment processing portal	Free of charge
Monthly delinquent payment file for collections agency	Free of charge

Service Description	Quantity	Price	Total
RedSpeed™ photo enforcement camera lease and maintenance fee	1	\$1,499.00	\$1,499.00
Digital capture, download and manual review of a violation evidence package service	122	\$5.99	\$730.78
Registered owner name and address retrieval service	122	\$5.99	\$730.78
Letter handling service, including postage and color printing	119	\$5.99	\$712.81
Payment processing service, including check and credit card processing	105	\$5.99	\$628.95
Customer service	12	\$5.99	\$71.88
Digital evidence archival service	155	\$5.99	\$928.45
Credits for camera downtime (days)	0	\$-50.00	\$0.00
<b>Subtotal</b>			<b>\$5,302.65</b>
<b>Credits</b>			<b>\$0.00</b>
<b>Service Fees Total</b>			<b>\$5,302.65</b>

<sup>1</sup> Outstanding amount due includes all violations mailed but not paid or contested. Please note that not all violations will result in payment.

## Explanation of Charges

### **RedSpeed™ Photo Enforcement Camera Lease and Maintenance Fee**

RedSpeed's monthly camera lease and maintenance fee includes all charges related to installation, operation and maintenance of an automatic red light and speed photo enforcement camera. In cases where the camera is damaged or otherwise inactive (unless as a direct result of traffic light controller issues), the lease fee will be refunded (see credits) for each affected day.

### **RedCheck™ Police Violation Review Module**

Includes software and hardware needed to review and approve/reject red light or speed violations.

### **RedCheck™ Court Module**

Includes software and hardware needed to adjudicate contested violations, view evidence during administrative hearings and schedule in-person hearing dates.

### **RedCheck™ Program Manager Module**

Includes software to view (but not edit) all violations captured at the municipality as well as operational and financial reports.

### **Software Support & Training**

Includes training and technical support for RedCheck™.

### **Annual Camera Certification**

Annual camera certification process, including an issuance of the statement of technology and camera certificate (one per each photo enforced location).

### **RedLightViolations.com Violation View and Payment Portal**

Web-based portal, enabling violation viewing by registered owners. RedLightViolations.com enables payment by credit card.

### **Monthly Collections Delinquent Payment File**

Preparation and processing of a monthly file for collections agency (in citations where RedSpeed Illinois is working with a collections agency other than its preferred partner).

### **Digital Capture, Download and Manual Review**

RedSpeed Illinois will digitally capture and download a violation evidence package (including (3) three pictures and a (12) twelve-second video clip) for each violation. After each download, a RedSpeed Illinois operator will manually review the evidence prior to the final citation decision by the municipality's police department. The municipality is charged for each download that RedSpeed Illinois reviews, excluding the following reject codes: "Authorized emergency vehicle", "Blurred License Plate Image", "Flash Glare on Plate Image", "Funeral Procession", "Green traffic signal", "License Plate Obstruction", "No Flash on Image", "No License Plate Image", "No Zoom on Plate Image", "Officer Controlled Intersection", "Operations Error", "Partial License Plate Image", "Rain/Snow on Camera Lens", "Safe Stop", "Safe Turn on Red", "Snow Covering License Plate", "Sun Glare on License Plate", "Unclear Images", "Undercover Police Vehicle", "No Video Clip", "Short Video Clip" and "System Calibration".

### **Registered Owner**

RedSpeed Illinois will retrieve information from the Secretary of State, the United States Postal Service, and other 3rd-party databases, regarding the registered owner such as name and address. RedSpeed Illinois only charges one fee per citation, even if multiple sources are used to find the information.

### **Letter Handling**

RedSpeed Illinois will handle all letter handling services associated with processing a citation. This includes color printing (of all violation notices), envelopes, return envelopes, and postage for up to 5 different letters associated with processing an individual citation.

### **Payment Processing**

RedSpeed Illinois will process all payments, including check, money order, and credit card processing at the lockbox, on-line, or during an administrative hearing.

### **Customer Service**

RedSpeed Illinois will handle all customer service needs relating to the citation. This includes: municipality-specific toll free number, live operators, in-person hearing scheduling, and a web-based violation information knowledge base.

### **Digital Archives**

RedSpeed Illinois will archive digital evidence packages, including all notices, payments and correspondence for each closed (i.e. paid, dismissed or sent to collections agency) citation which will be stored on tape for 7 years.

### **Credit**

RedSpeed Illinois will credit the municipality's account for \$50 for each day the camera was not in use. This includes downed power, internet, and visual blockage on the lenses.

# Bensenville (V)

Print time: 08/01/2016, 10:42 AM

## PHOTO ENFORCEMENT PROGRAM MONTHLY REPORT

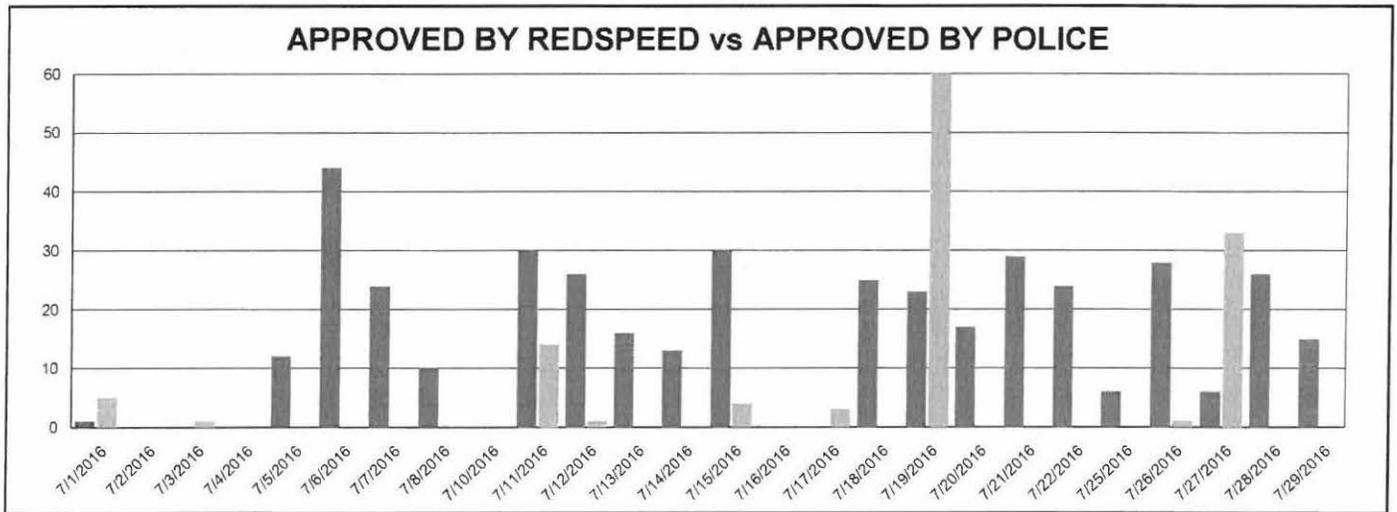
DATE: 07/01/2016 - 07/31/2016

### PROGRAM SUMMARY

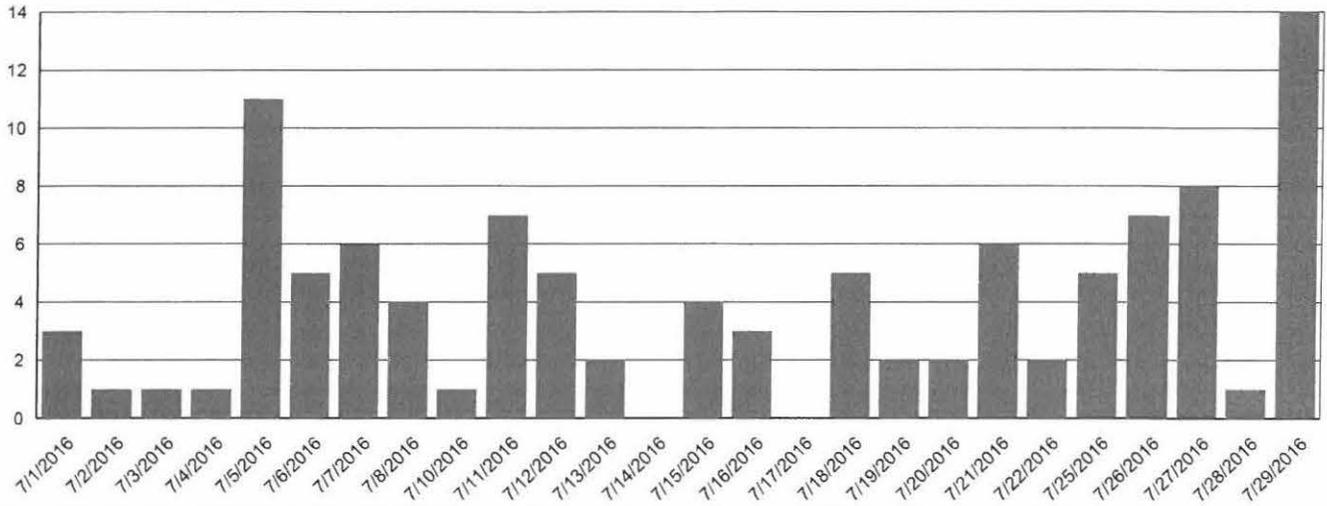
Total # of citations issued	119
Total # of payments processed (incl. Partial Payment, NSF)	106

	Liabe	Not Liabe
Contest by Mail	10	0
In-Person Hearing	8	0
	<b>18</b>	<b>0</b>

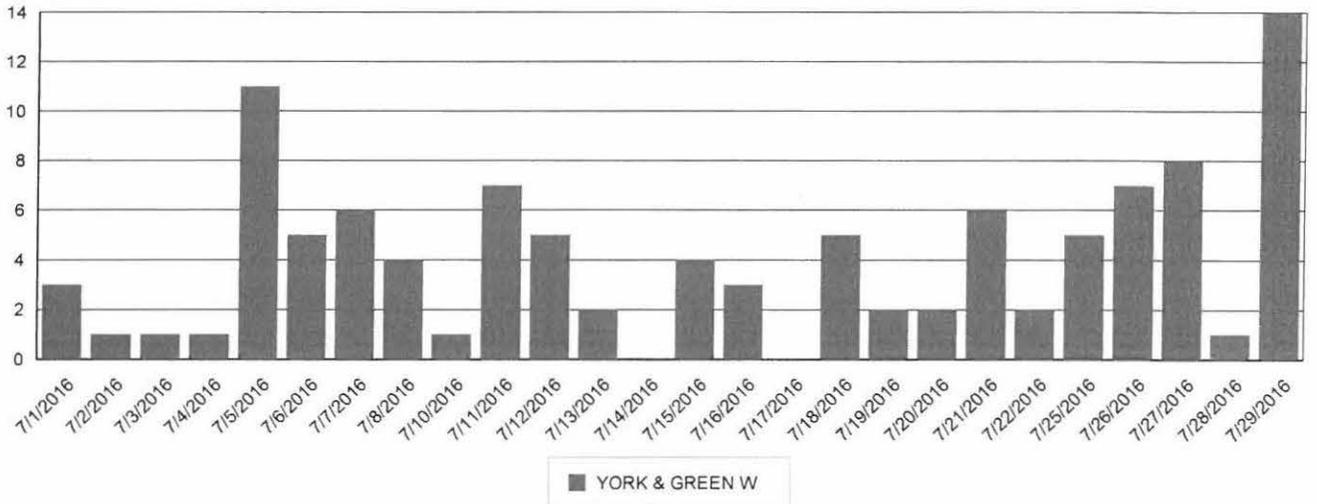
Location		Total # Approved by RedSpeed	Total # Approved by Police
RSI0066	YORK & GREEN W	405	122
		<b>405</b>	<b>122</b>



### TOTAL # OF FINES COLLECTED



### # OF FINES COLLECTED BY LOCATION



## Bensenville (V): Municipality Personnel Processing Summary

Date: 7/1/2016 to 7/31/2016

<b>Administrative Adjudications</b>	<b>18</b>
<b>John Toscas</b>	
Contest by Mail decision: Liable	10
In-Person Hearing decision: Liable	8
	<b>18</b>
<b>Police</b>	<b>365</b>
<b>Frank Kosman</b>	
Rejected	2
Approved	4
	<b>6</b>
<b>Saul Herrera</b>	
Rejected	241
Approved	118
	<b>359</b>

**RESOLUTION NO. R-87-2014**

**A RESOLUTION AUTHORIZING STAFF TO NEGOTIATE AND EXECUTE  
A THREE-YEAR AGREEMENT WITH ARTHUR J. GALLAGHER & CO.  
FOR INSURANCE BROKER SERVICES  
IN THE NOT-TO-EXCEED AMOUNT OF \$40,000 PER YEAR**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a three-year insurance broker agreement with Arthur J. Gallagher & Co. and the Village Board has authorized staff to negotiate and execute said agreement for the not-to-exceed amount of \$40,000; and

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

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

**SECTION TWO:** The Village Manager is hereby authorized to negotiate and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto a three-year agreement for insurance broker services with Arthur J. Gallagher & Co. as recommended by Village Staff with such additions and revisions thereto as the Village Attorney shall require.

**SECTION THREE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of

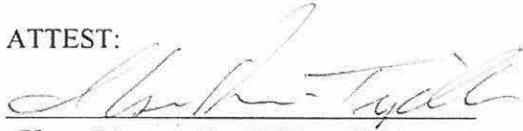
Bensenville, Illinois, this 26<sup>th</sup> day of November, 2014.

APPROVED:



Frank Soto, Village President

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

Ayes: BARTLETT, JANOWIAK, JARECKI, O'CONNELL, WESSELER

Nays: NONE

Absent: RIDDER

**Compensation Agreement**  
**Village of Bensenville & Arthur J. Gallagher**  
**Risk Management Services, Inc.**

THIS COMPENSATION AGREEMENT is made and entered into and effective the 1st day of December, 2014 ("Effective Date") by and between VILLAGE OF BENSENVILLE, an Illinois Municipal ("Client"), and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation ("Gallagher").

**I. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date for a term of three (3) years and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional three- (3) year term but may be terminated by either party at any time upon one-hundred and twenty (120) days prior written notice.

**II. OBLIGATIONS OF GALLAGHER**

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place such insurance coverages, Gallagher will use its commercial best efforts to obtain the coverage from another insurance company.

**III. OBLIGATIONS OF CLIENT**

Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$38,000 for the Services for 2014, \$38,500 for 2015, \$39,000 for 2016, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased 5% over the prior year, and shall be payable and earned as provided herein.

**IV. DISCLOSURES**

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission

is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

- B. Gallagher's fees under this Agreement shall be fully earned on the execution of this Agreement (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will be operating only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

**V. LIMITATION OF LIABILITY**

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, INC.

By:

Name:

Title:

Robert McWane  
Area Vice President  
Robert J McWane

VILLAGE OF BENSENVILLE

By:

Name:

Title:

Gary Ferguson  
Gary Ferguson  
HR DIRECTOR

## Exhibit A

### Services

Perform risk management services, which Client may from time to time need or require. The services include:

#### A. Insurance Brokerage

- Review insurance-related loss exposures
- Review insurance policies and coverage endorsements
- Determine needs, desires
- Obtain, organize, and analyze underwriting data
- Develop potential insurance options
- Formulate strategy to obtain insurance quotations
- Present formal submission to selected insurance markets
- Coordinate marketing efforts to insurance markets
- Compare and analyze quotations received
- Present a formal proposal to you with appropriate options
- Confirm underwriting placements

#### B. Insurance Administration

- Review policies for accuracy
- Issue certificates and other necessary evidence of insurance
- Develop and maintain computerized underwriting data schedules
- Assist in development and implementation of formalized claim and incident reporting guidelines
- Review insurance-related sections of your contracts
- Summarize loss experience for management analysis
- Provide loss adjustment assistance on problem claims

#### C. Insurance Administration

- Insurance market updates
- Updates on local, state, or federal legislation impacting the Village
- Review of risk management options/cost benefit analysis
- Loss analysis/claims advocacy
- Risk management program review
- Provide coverage summary reports – Property and Casualty
- Consult and review carrier loss control recommendations
- Assist with formal claims advocacy specialists when need

**RESOLUTION NO. R-99-2016**

**AUTHORIZING THE EXECUTION OF A RESIDENT ENGINEERING SERVICES AGREEMENT WITH ENGINEERING ENTERPRISES, INC. FOR THE GEORGE ST CULVERT REPLACEMENT (CDBG) PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$19,830**

WHEREAS the Village of Bensenville applied for the Community Development Block Grant funding in the amount of \$204,921 (approximately 75% of the construction cost)

WHEREAS planned improvements for the project will include replacements of the severely deteriorated culverts under George St; and

WHEREAS the Engineering Enterprises, Inc. (EEI) has successfully performed resident engineering services on previous CDBG funded Volk Bros projects; and

WHEREAS the Village staff feels confident retaining the services of EEI for this due to their knowledge and familiarity with the project area; and

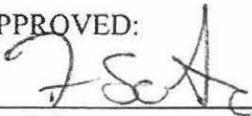
WHEREAS the "Engineering Services Agreement," which defines the scope of work necessary to complete for this project, is attached to this Resolution.

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents to Engineering Enterprises, Inc. of Sugar Grove, IL for an engineering services agreement for the George St Culvert Replacement (CDBG) Project in the not-to-exceed amount of \$19,830.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this 23 day of August, 2016.

APPROVED:

  
\_\_\_\_\_  
Frank Soto  
Village President

ATTEST:

*Corey Williamsen*

Corey Williamsen  
Deputy Village Clerk

AYES: Carmona, DeSimone, Jaworska, Majeski, O'Connell, Wesseler

NAYS: None

ABSENT: None



**Engineering Enterprises, Inc.**

July 27, 2016

Mr. Joe Caracci, P.E.  
Director of Public Works  
Village of Bensenville  
Public Works Department  
717 East Jefferson Street  
Bensenville, IL 60106

**Re: Professional Engineering Services for  
George St Culvert Replacement (CDBG)  
Village of Bensenville, Illinois**

Dear Mr. Caracci:

Thank you for the opportunity to submit this proposal for professional engineering services for the above referenced project. Our proposal presents in more detail below the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications, Exclusions and Acceptance.

#### **PROJECT DESCRIPTION**

The Village of Bensenville, hereinafter referred to as Client, has requested a proposal to provide construction engineering services for the **George St Culvert Replacement (CDBG)** Project. The improvements will generally be in accordance with the plans prepared by Engineering Resource Associates.

#### **SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to provide construction engineering services in accordance with accepted civil engineering practices, all applicable Village of Bensenville and Illinois Department of Transportation standards and requirements. The anticipated scope is shown in Attachment A.

Engineering Enterprises, Inc. will have a sub-consultant provide construction material testing for this project.

#### **FEES AND CONDITIONS**

The proposed methods of payment for the required professional services are Hourly (HR) and/or Actual Cost (AC) fees for the various classifications of employees who will perform the work as listed on the Standard Schedule of Charges dated January 1, 2016. The proposed Hourly fee is for work that is subject to unknown conditions, and other conditions that are not under our control. Actual Cost fee is for work and/or expenses the exact cost of which cannot be determined in advance.

Mr. Joe Caracci, P.E.  
July 27, 2016  
Page 2

Attachment B of the agreement summarizes our estimated fees. The fees are estimated at a not to exceed value of \$19,830.

Payment for all services will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses.

This proposal shall be in effect for a period of sixty (60) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above, including out of office meetings, will be performed at the hourly rate for the various classifications of employees who will perform the work as listed on the attached Standard Schedule of Charges dated January 1, 2016 or under a separate proposal.

### QUALIFICATIONS

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of public transportation improvement projects requiring civil engineering in Northern Illinois. Our staff has the experience, enthusiasm and commitment to provide the required services in a reliable, timely and cost effective manner.

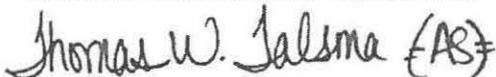
While various members of our firm will perform the work on this project, the principal contacts with our firm will be Thomas W. Talsma, Vice President will serve as Principal-In-Charge and Bradley P. Sanderson, P.E., Vice President will serve as Project Manager. Tom and Brad have had involvement in similar roadway and underground construction projects and will have the ability to move this project forward to ensure completion in a timely manner, while also maintaining the highest levels of quality and client communication.

### ACCEPTANCE

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,  
ENGINEERING ENTERPRISES, INC.



Thomas W. Talsma  
Vice President/ Principal-In-Charge



Bradley P. Sanderson, P.E.  
Vice President/Project Manager

Enclosures

Mr. Joe Caracci, P.E.  
July 27, 2016  
Page 3

**AGREEMENT**

All terms and conditions to this Agreement for Professional Services

accepted this 23<sup>RD</sup> day of August, 2016.

By [Signature]

By \_\_\_\_\_

Village of Bensenville  
Organization

717 East Jefferson Street  
Address

Bensenville                      Illinois                      60106  
City                                      State                                      Zip

Accepted this 23<sup>RD</sup> day of August, 2016.

ENGINEERING ENTERPRISES, INC.  
Organization

52 Wheeler Road  
Address

Sugar Grove                      Illinois                      60554  
City                                      State                                      Zip

By [Signature]  
Vice President

By [Signature]  
Administrative Assistant





## Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00
<b>CREW RATES, VEHICLES AND REPROGRAPHICS</b>		
1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

\*RTS = Robotic Total Station / GPS = Global Positioning System

**ATTACHMENT A**  
**CONSTRUCTION ENGINEERING PROJECT SCOPE**

A. Liaison and Contract Control:

Assist and provide guidance to the contractors in understanding the intent of the contract documents. Serve as the Village's representative with the contractors working principally through the contractor's on-site superintendent. Serve as the Village's liaison with other local agencies, utility companies, state agencies, businesses, etc. keeping them advised of day to day activities.

B. Review of Work, Rejection of Defective Work, Inspection and Testing:

- 1) Conduct on-site observations of the work in progress to determine that the project is proceeding in accordance with the contract documents and that completed work will conform to the requirements of the contract documents.
- 2) Instruct contractor to correct any work believed to be unsatisfactory, faulty or defective or does not conform to the requirements of the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made; and advise Village of action taken and if any special testing or inspection will be required.
- 3) Verify that tests are conducted as required by the contract documents and in presence of the required personnel, and that contractors maintain adequate record thereof; observe, record and report to Village appropriate details relative to the test procedures.
- 4) Perform or cause to have performed as applicable, all required field tests such as concrete tests, soil compaction tests and insure such tests are made by as may be specified. Analyze the results of all field and laboratory tests to determine the suitability of materials tested. Unless the consultant has incorporated the Clean Construction and Demolition Debris (CCDD) into the construction documents, he/she shall be responsible for all costs to properly meet the requirements of the law.
- 5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the outcome of these inspections and report to Village.

C. Contractors Suggestions and Requests:

Consider and evaluate suggestions and requests for modifications in drawings and specifications which may be submitted by the contractor and make recommendations to the Village with any time and cost implications for final decision.

D. Shop Drawings:

- 1) Review and approve shop drawings and samples, the results of tests and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents: determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the contract documents.
- 2) Record and maintain a shop drawing submittal and approval log and notify contractor

whenever submittals are lacking or untimely.

E. Schedules:

Review construction schedule, schedule of shop drawing submissions and schedule of values prepared by the contractor. Be alert to the construction schedule and to the conditions which may cause delay in completion and report same to the contractor and the Village in sufficient time to make adjustments.

F. Meetings:

1) Attend periodic progress meetings scheduled by the Village with all associated parties to review the overall project status and problems.

2) Arrange a schedule of on-site job work meetings with the general contractor and sub-contractors to review day to day requirements and problems. Maintain and circulate copies of minutes thereof.

G. Contract Administration and Records:

1) Handle all day to day contract administration and associated correspondence in accordance with the established procedures.

2) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project related documents.

3) Keep a diary or log book, recording contractor's hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

4) Record names, addresses and telephone numbers of all contractors, sub-contractors and major suppliers of equipment and materials.

H. Reports:

Furnish Village progress reports of progress of the work, anticipated work and contractor's compliance with the approved progress schedule. Written reports of the schedule of shop drawing submissions should also be provided.

I. Contractors Payment Requisition:

Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to Village, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered to the site.

J. Governmental Policies:

Review contractor EEO policies and other governmental mandated programs to insure contractor compliance with the governing regulations.

K. Change Orders:

Perform initial evaluation of change orders and submit same to Village with recommendation and cost estimate breakdown for final approval and processing.

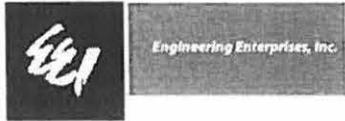
L. As-built Drawings:

Maintain an accurate record of all field conditions and upon completion of the project insure that the design drawings are revised to show the true as-built condition.

M. Final-Completion:

1) Together with the Village conduct a pre-final inspection and prepare and give to the contractor a pre-final punchlist. Thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.

2) Together with the Village conduct a final inspection with Village staff as appropriate and the general contractor. Prepare a final punchlist and thereafter insure that the contractor completes same in an expeditious fashion. Notify the Village in writing when all work is completed and ready for final payment.



**ATTACHMENT B**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST**  
**PROFESSIONAL ENGINEERING SERVICES**  
 GEORGE STREET CULVERT REPLACEMENT (CDBG) PROJECT  
 Village of Bensenville, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM.
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$185	\$163	\$141	\$163	\$150	\$141	\$163	\$129	\$78		
3.1	Contract Administration		2	5	10							17	\$ 2,595
3.2	Record Drawings			2		2		4		4		12	\$ 1,732
3.3	Observation and Documentation			2	90						4	96	\$ 13,328
Construction Engineering Subtotal:			2	9	100	2	-	4	-	4	4	125	\$ 17,655
<b>PROJECT TOTAL:</b>			<b>2</b>	<b>9</b>	<b>100</b>	<b>2</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>4</b>	<b>4</b>	<b>125</b>	<b>\$ 17,655</b>

DIRECT EXPENSES	
Vehicle Charges (\$45/day) =	\$ 675
Material Testing (Sub) =	\$ 1,500
<b>DIRECT EXPENSES =</b>	<b>\$ 2,175</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 15,937
Surveying Expenses =	\$ 890
Drafting Expenses =	\$ 516
Administrative Expenses =	\$ 312
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 17,655</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 19,830</b>
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**VILLAGE OF BENSENVILLE  
ENGINEERING SERVICES AGREEMENT**

**CAPITAL PROJECTS # 16.5.01**

This agreement is made this 23rd day of August, 2016, between and shall be binding upon the VILLAGE of Bensenville, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and Engineering Enterprises, Inc hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

*The ENGINEER will be responsible for serving as a Resident Engineer in connection with this project and will fulfill all such duties including but not limited to construction observation, documentation of quantities, progress payments, quantity book, conformation with the plans and specs, verification of materials, daily reports, coordination and communication with residents, business and stake holders, verification of construction layout, design coordination, change order management, schedule review, shop drawing review, project close out, punch list, and as-built drawings.*

*The ENGINEER shall furnish or cause to be furnished an appropriate number of qualified engineers, construction observers and technical personnel to perform the required services.*

*The ENGINEER should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.*

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. GEROGE ST CULVERT REPLACEMENT (CDBG) PROJECT- RESIDENT ENGINEERING Request for Proposal consisting of the following:
    - i) Cover Sheet
    - ii) Work Effort and Fee Submittal
  - b. VILLAGE'S Request for Proposal to Resident Engineering Services Dated N/A
  - c. ENGINEER'S Proposal Dated July 27, 2016
  - d. ENGINEER'S Revised Work Effort and Fee submittal Dated N/A

e. Required Certificates and Signatures and Certificate of Insurance

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Bensenville, Illinois by Frank Soto, Village President, and the ENGINEER have hereunto set their hands this 23rd day of August, 2016.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Engineering Enterprises, Inc

Print Company Name

Accepted this 23rd day of August, 2016 .

Individual or Partnership \_\_\_\_\_ Corporation X

Thomas W. Talsma  
By: Thomas W. Talsma Vice President/Principal-In-Charge

Bradley P. Sanderson  
By: Bradley P. Sanderson, P.E. Vice President/Project Manager

THE VILLAGE OF BENSENVILLE, ILLINOIS

Accepted this 23rd day of August, 2016.

Frank Soto

Frank Soto, Village President

Attest:

Isa Rivera-Trujillo  
Isa Rivera-Trujillo, Village Clerk

**VILLAGE OF BENSENVILLE  
ENGINEER'S CERTIFICATION**

Thomas W. Talsma, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Engineering Enterprises, Inc, having submitted a proposal for:  
(Name of Company)

GEROGE ST CULVERT REPLACEMENT (CDBG) PROJECT – RESIDENT ENGINEERING  
to the Village of Bensenville, hereby certifies that said ENGINEER:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

All Employee Drivers  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the  
aforementioned rules.

By: Thomas W. Talsma  
Officer or Owner of Company named above

Subscribed and sworn to  
before me this 18th  
day of August, 2016.

Denise M. Thelander  
Notary Public



## LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

### 5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

### 5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. Its shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

### 5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

### 5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

### 5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.

## LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

### 5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

### 5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall than expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.



ESI Consultants, Ltd.  
*Excellence. Service. Integrity.*

August 9, 2016

Village of Bensenville  
Joseph Caracci, P.E.  
Public Works Department  
717 E. Jefferson Street  
Bensenville, IL 60106

**Re: Irving Park Streetscape – Phase II**  
**ESI Project #: 16-665**  
**ESI Invoice #: 160822**

Dear Mr. Caracci:

Enclosed is our invoice for services through July 31, 2016 on the above mentioned project.

Please feel free to call me at 773-410-7189 if you have any questions or need additional information.

Sincerely,  
ESI Consultants, Ltd.

A handwritten signature in cursive script that reads "Kevin Siksta".

Kevin Siksta, P.E.  
Construction Services Manager

Enclosure



*Excellence. Service. Integrity.*  
www.esiltd.com

**ESI Consultants, Ltd**  
1979 North Mill Street, Suite 100  
Naperville, IL 60563-1295  
(630) 420-1700

Bensenville, Village of  
Mehul Patel  
Public Works Department  
717 E. Jefferson Street  
Bensenville, IL 60106

Invoice number 160822  
Date 08/09/2016

Project 16-665 IRVING PARK STREETScape -  
PHASE II

Billing Period: July 2016

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
<b>01 PRE-CONSTRUCTION</b>	4,486.59	0.00	4,352.62	133.97	4,352.62
<b>02 CONSTRUCTION</b>	97,398.45	0.00	6,341.46	91,056.99	6,341.46
<b>03 POST-CONSTRUCTION</b>	16,398.82	0.00	0.00	16,398.82	0.00
<b>04 SUB: MATERIAL TESTING</b>	9,242.00	0.00	0.00	9,242.00	0.00
<b>99 DIRECT COSTS</b>	4,050.00	0.00	315.00	3,735.00	315.00
<b>Total</b>	<b>131,575.86</b>	<b>0.00</b>	<b>11,009.08</b>	<b>120,566.78</b>	<b>11,009.08</b>

**01 Pre-Construction**

Professional Services

	Hours	Cost Rate	Cost Amount	Rate	Billed Amount
Brandt T. Zentner Project Engineer 2 / Resident Engineer 2	26.50	45.30	1,200.45	124.122	3,289.23
Kevin P. Hayes Vice President / Director	0.50	70.00	35.00	191.80	95.90
Kevin Siksta Senior Manager / Senior Consultant	6.00	58.85	353.10	161.249	967.49

**02 Construction**

Professional Services

	Hours	Cost Rate	Cost Amount	Rate	Billed Amount
Brandt T. Zentner Project Engineer 2 / Resident Engineer 2	48.00	45.30	2,174.40	124.122	5,957.86
Kevin P. Hayes Vice President / Director	2.00	70.00	140.00	191.80	383.60

**99 Direct Costs**

Reimbursables

	Units	Rate	Billed Amount
Days	7.00	45.00	315.00
Invoice total			<b>11,009.08</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
160822	08/09/2016	11,009.08	11,009.08				
	Total	11,009.08	11,009.08	0.00	0.00	0.00	0.00

Terms: Net 30 Days A late charge of 1.0% may be added to any unpaid balance over 30 days old dependent upon contract.  
Remit payments to: ESI Consultants, Ltd. ATTN: Accounts Receivable 1979 N. Mill Street, Suite 100 Naperville, IL 60563

**Invoice Supporting Detail****16-665 Irving Park Streetscape - Phase II****01 Pre-Construction**

Phase Status: Active

Billing Cutoff: 07/31/2016

Date	Units	Rate	Amount
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**Labor**

WIP Status: Billable

Project Engineer 2 / Resident Engineer 2

Brandt T. Zentner

Project Admin/General	07/05/2016	2.00	124.12	248.24
Project Admin/General	07/06/2016	4.00	124.12	496.49
Project Admin/General	07/07/2016	2.50	124.12	310.31
Meetings	07/07/2016	1.00	124.12	124.12
Reviews	07/12/2016	5.00	124.12	620.61
Reviews	07/13/2016	4.00	124.12	496.49
Reviews	07/15/2016	2.00	124.12	248.24
Reviews	07/18/2016	6.00	124.12	744.73

Subtotal	<b>26.50</b>			<b>3,289.23</b>
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Senior Manager / Senior Consultant

Kevin Siksta

Meetings	07/07/2016	2.00	161.25	322.49
Meetings	07/22/2016	4.00	161.25	645.00

Subtotal	<b>6.00</b>			<b>967.49</b>
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Vice President / Director

Kevin P. Hayes

Project Admin/General	06/27/2016	0.50	191.80	95.90
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Subtotal	<b>0.50</b>			<b>95.90</b>
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Labor total	<b>33.00</b>			<b>4,352.62</b>
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**02 Construction**

Phase Status: Active

Billing Cutoff: 07/31/2016

Date	Units	Rate	Amount
------	-------	------	--------

**Labor**

WIP Status: Billable

Project Engineer 2 / Resident Engineer 2

Brandt T. Zentner

Construction	07/19/2016	8.00	124.12	992.97
Construction	07/25/2016	8.00	124.12	992.97
Construction	07/26/2016	8.00	124.12	992.98
Construction	07/27/2016	8.00	124.12	992.98
Construction	07/28/2016	8.00	124.12	992.98
Construction	07/29/2016	8.00	124.12	992.98

Subtotal	<b>48.00</b>			<b>5,957.86</b>
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Vice President / Director

Kevin P. Hayes

Reviews	07/19/2016	1.50	191.80	287.70
Reviews	07/27/2016	0.50	191.80	95.90

Subtotal	<b>2.00</b>			<b>383.60</b>
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Labor total	<b>50.00</b>			<b>6,341.46</b>
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**Invoice Supporting Detail**

16-665 Irving Park Streetscape - Phase II

99 Direct Costs

Phase Status: Active

Billing Cutoff: 07/31/2016

	Date	Units	Rate	Amount
<b>Expense</b>				
In-house Expense				
Company Vehicle	07/07/2016	1.00	45.00	45.00
Company Vehicle	07/22/2016	1.00	45.00	45.00
Company Vehicle	07/25/2016	1.00	45.00	45.00
Company Vehicle	07/26/2016	1.00	45.00	45.00
Company Vehicle	07/27/2016	1.00	45.00	45.00
Company Vehicle	07/28/2016	1.00	45.00	45.00
Company Vehicle	07/29/2016	1.00	45.00	45.00
	Subtotal	7.00		315.00
	Expense total	7.00		315.00

WIP Status: Billable

**Invoice Summary**

	Contract	Billed	%	Remaining	%
<b>Labor</b>	118,283.86	10,694.08	9	107,589.78	91
<b>Expense</b>	4,050.00	315.00	8	3,735.00	92
<b>Consultant</b>	9,242.00			9,242.00	100
<b>Total</b>	131,575.86	11,009.08	8	120,566.78	92

Brandt T. Zentner

Timesheet Date: 07/30/2016

Project	Phase	Activity	Employee Type	Sun-24	Mon-25	Tue-26	Wed-27	Thu-28	Fri-29	Sat-30	Total
Irving Park Streetscape - Phase II	Construction	Construction	Project Engineer 2 / Resident Engineer 2		8.00	8.00	8.00	8.00	8.00		40.00
Regular total				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Timesheet total				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Timesheet Date: 07/23/2016

Project	Phase	Activity	Employee Type	Sun-17	Mon-18	Tue-19	Wed-20	Thu-21	Fri-22	Sat-23	Total
Irving Park Streetscape - Phase II	Pre-Construction	Reviews	Project Engineer 2 / Resident Engineer 2		6.00						6.00
Irving Park Streetscape - Phase II	Construction	Construction	Project Engineer 2 / Resident Engineer 2			8.00					8.00
Regular total				0.00	6.00	8.00	0.00	0.00	0.00	0.00	14.00
Timesheet total				0.00	6.00	8.00	0.00	0.00	0.00	0.00	14.00

Timesheet Date: 07/16/2016

Project	Phase	Activity	Employee Type	Sun-10	Mon-11	Tue-12	Wed-13	Thu-14	Fri-15	Sat-16	Total
Irving Park Streetscape - Phase II	Pre-Construction	Reviews	Project Engineer 2 / Resident Engineer 2			5.00	4.00		2.00		11.00
Regular total				0.00	0.00	5.00	4.00	0.00	2.00	0.00	11.00
Timesheet total				0.00	0.00	5.00	4.00	0.00	2.00	0.00	11.00

Timesheet Date: 07/09/2016

Project	Phase	Activity	Employee Type	Sun-03	Mon-04	Tue-05	Wed-06	Thu-07	Fri-08	Sat-09	Total
Irving Park Streetscape - Phase II	Pre-Construction	Meetings	Project Engineer 2 / Resident Engineer 2					1.00			1.00
Irving Park Streetscape - Phase II	Pre-Construction	Project Admin/General	Project Engineer 2 / Resident Engineer 2			2.00	4.00	2.50			8.50
Regular total				0.00	0.00	2.00	4.00	3.50	0.00	0.00	9.50
Timesheet total				0.00	0.00	2.00	4.00	3.50	0.00	0.00	9.50

Kevin P. Hayes

Timesheet Date: 07/30/2016

Project	Phase	Activity	Employee Type	Sun-24	Mon-25	Tue-26	Wed-27	Thu-28	Fri-29	Sat-30	Total
Irving Park Streetscape - Phase II	Construction	Reviews	Vice President / Director				0.50				0.50
Regular total				0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
Timesheet total				0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50

Timesheet Date: 07/23/2016

Project	Phase	Activity	Employee Type	Sun-17	Mon-18	Tue-19	Wed-20	Thu-21	Fri-22	Sat-23	Total
Irving Park Streetscape - Phase II	Construction	Reviews	Vice President / Director			1.50					1.50
Regular total				0.00	0.00	1.50	0.00	0.00	0.00	0.00	1.50
Timesheet total				0.00	0.00	1.50	0.00	0.00	0.00	0.00	1.50

Timesheet Date: 07/02/2016

Project	Phase	Activity	Employee Type	Sun-26	Mon-27	Tue-28	Wed-29	Thu-30	Fri-01	Sat-02	Total
Irving Park Streetscape - Phase II	Pre-Construction	Project Admin/General	Vice President / Director		0.50						0.50
Regular total				0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50
Timesheet total				0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50

Kevin P. Hayes

Timesheet Date: 07/02/2016

Kevin Siksta

Timesheet Date: 07/23/2016

Project	Phase	Activity	Employee Type	Sun-17	Mon-18	Tue-19	Wed-20	Thu-21	Fri-22	Sat-23	Total
Irving Park Streetscape - Phase II	Pre-Construction	Meetings	Senior Manager / Senior Consultant						4.00		4.00
Regular total				0.00	0.00	0.00	0.00	0.00	4.00	0.00	4.00
Timesheet total				0.00	0.00	0.00	0.00	0.00	4.00	0.00	4.00

Timesheet Date: 07/09/2016

Project	Phase	Activity	Employee Type	Sun-03	Mon-04	Tue-05	Wed-06	Thu-07	Fri-08	Sat-09	Total
Irving Park Streetscape - Phase II	Pre-Construction	Meetings	Senior Manager / Senior Consultant					2.00			2.00
Regular total				0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00
Timesheet total				0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00