



12 South Center Street  
Bensenville, IL 60006

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

## VILLAGE BOARD

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**Village Manager**  
Evan K. Summers

January 5, 2018

Mr. Robert Jones  
Contractors Adjustment Company  
750 Lake Cook Road, Suite 158  
Buffalo Grove, Illinois 60089

Re: December 28, 2017 FOIA Request

Dear Mr. Jones:

I am pleased to help you with your December 28, 2017 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 28, 2017. You requested copies of the items indicated below:

*"As provided for in the Freedom of Information Act, please provide us with a copy of the Payment Bond, Performance Bond, or the combined Payment/Performance Bond, first five pages and signature page of the general/prim contractors contract with the Village of Bensenville or any of its Agents, an accounting showing remaining funds to be paid on the project, the most recent statement provided to the General/Prime Contracts and a list or copy of any subcontractors. material suppliers claim on funds or payment bond claim on said project."*


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

- 1) Village of Bensenville First Five Pages and Signature Page of Agreement with Wight and Co. (6 pgs.)
- 2) Accounting Showing Remaining Funds to the Paid. (1 pg.)
- 3) Most Recent Statement from Wight & Co. (1 pg.)
- 4) Toromont Cimco Acknowledgement of Warranty. (1 pg.)
- 5) Toromont Cimco Letter Dated November 30, 2017. (1 pg.)
- 6) Village of Bensenville Notice of Defect in Work or Nonconformance with Specifications and Acknowledgment of Warranty Regarding Same. (5 pgs.)
- 7) Village of Bensenville Resolution No. R-157-2016. (3 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

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Based on a

## Guaranteed Maximum Price

THIS AGREEMENT is made as of the 13th day of February, 2017.

BETWEEN the Owner: Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

and the Design-Builder: Wight Construction Services, Inc.  
2500 N. Frontage Road  
Darien, IL 60561

The Project is: Provide total professional Design Build services and all labor, material and equipment in such for the removal of the ice rink floors, and for the design and installation of two (2) new floors, with the removal of permafrost, removal and replacement of two evaporative condenser units, installation of mechanical upgrades, replacement of three (3) brine pumps and related piping and installation of new interior dasher board skins and toe plates as described in the request for proposals attached hereto as Exhibit A.

The Owner and Design-Builder agree as set forth below.

### ARTICLE I THE PROJECT TEAM AND EXTENT OF AGREEMENT

- 1.1 **The Project Team.** The Design-Builder, the Owner and the Design-Builder's consultants and subcontractors, collectively called the "Project Team", shall work cooperatively from the beginning of Design through construction completion.
- 1.2 **Extent of Agreement.** The Contract Documents represent the entire agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both Owner and Design-Builder.
- 1.3 **Definitions**
  - 1.3.1 *Contract Documents*, which constitute the entire Agreement between the Owner and Design-Builder, consist of:

- 1.3.1.1 This Contract, including all exhibits thereto.
  - 1.3.1.2 Scope Change Orders.
  - 1.3.1.3 Written amendments to this Agreement.
  - 1.3.1.4 Owner's Project Criteria
  - 1.3.1.5 Plans and Specifications
- 1.3.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.3.3 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- 1.3.4 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.3.5 *Owners Project Criteria* are developed by or for the Owner to describe Owner's program requirements and objectives for the project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work.
- 1.3.6 *Project* is the construction of the facilities described above.
- 1.3.7 *Site* is the land or premises on which the Project is located.
- 1.3.8 *Subcontractor* is a person or entity that has a direct contract with the Design-Builder to perform any work in connection with the Project, as well as all sub-subcontractors, suppliers and materialmen.
- 1.3.9 *Substantial Completion* is the date on which the Work, or agreed upon portion of the Work, is sufficiently complete so that the Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.3.10 *Work* is comprised of all Design-Builder's construction pre-construction, design and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents

## ARTICLE 2 DESIGN-BUILDER'S SERVICES & RESPONSIBILITIES

- 2.1 **General Services.** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder.
- 2.1.1 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Construction Schedule(s).

- 2.1.2 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those related to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

**2.2 Design Professional Services.** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design-Builder to complete the Work consistent with the Contract Documents. The Project Team shall work closely together to see that design is accomplished in accordance with the Contract Documents and any changes that have been agreed to.

**2.3 Design/Preconstruction Services**

- 2.3.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with the Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings shall be maintained by the Design-Builder and provided to all attendees for review. Following the design review meeting Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.
- 2.3.2 **Preliminary Evaluation.** The Design-Builder shall provide a preliminary evaluation of the Project's feasibility based on the Owner's Program and other relevant information.
- 2.3.3 **Preliminary Schedule.** The Design-Builder shall prepare a preliminary schedule of the Work for the Owner's written approval. The schedule shall show the activities of the Owner, Architect/Engineer and Design-Builder necessary to meet the Owner's completion requirements. The schedule shall be updated as necessary reflecting the information then available.
- 2.3.4 **Preliminary Estimate.** When sufficient Project information has been identified, the Design-Builder shall prepare for the Owner's written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated as necessary reflecting the information then available. If the preliminary estimate or any update exceeds the Guaranteed Maximum Price, the Design-Builder shall meet with the Owner to discuss appropriate adjustments.
- 2.3.5 **Schematic Design Documents.** The Design-Builder shall submit for the Owner's written approval Schematic Design Documents, based on the Owner's Program, Budget and relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the site. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.
- 2.3.6 **Design Development Documents.** The Design-Builder shall submit for the Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including

drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the preliminary schedule and estimate based on the Design Development Documents.

**2.3.7 Construction Documents.** The Design-Builder shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner. The Design-Builder shall update the schedule and estimate based on the Construction Documents.

**2.3.8** Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a confirmed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.3.9** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

**2.3.10 Legal Requirements.** The Design-Builder shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

**2.3.10.1** The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of Legal Requirements.

## **2.4 Bidding/Construction Phase Services.**

**2.4.1** The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction.

**2.4.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.4.3** The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and shall furnish the Owner with an estimated cash flow schedule for the Project, if requested. Design-Builder shall provide the Owner with a Schedule of Values allocated to major segments of work for the Project, if requested.

**2.4.4** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

- 2.4.5 Design-Build shall employ only subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Build's selection of any Subcontractor, provided that the Contract Price and/or Construction Schedules(s) shall be adjusted to the extent that the Owner's decision impacts Design-Build's cost and/or time of performance.
- 2.4.6 The Design-Build shall provide the Owner with a design and construction schedule for the Project (Exhibit B). This Construction Schedule indicates the dates for the starting and completion of the various stages of the design and construction, including the dates when information and approvals are required from the Owner and contains the necessary information to allow the Owner to monitor the progress of the work. It shall be revised as required by the conditions of the Work.
- 2.4.7 The Design-Build shall assist the Owner in securing the building permits necessary for the construction of the Project.
- 2.4.8 The Design-Build shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.
- 2.4.9 The Contract Price and/or Construction Schedule(s) shall be adjusted to compensate Design-Build for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work.
- 2.4.10 The Design-Build shall keep the premises of the Project free from accumulation of waste materials caused by the Design-Build's operations. At the completion of the Work, the Design-Build shall remove from the Project all tools, surplus materials, construction equipment, machinery, and waste materials.
- 2.4.11 The Design-Build shall maintain in good order at the site one record copy of the drawings, specifications, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the Project, along with electronic drawing files on diskette utilizing AutoCad software.
- 2.4.12 The Design-Build shall be permitted to install a 5" diameter stainless steel identification plaque at a publicly visible location to be determined jointly.

## 2.5 Warranties

- 2.5.1 The Design-Build warrants to the Owner that all materials and equipment furnished under this Agreement shall be new, unless otherwise specified, unless existing material is designated to be reused, and that all construction work shall be of good quality, free from improper workmanship and defective materials. The Design-Build agrees to correct all work performed by it under this Agreement which proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion as defined in Paragraph 6.2, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Design-Build on the part of the manufacturer thereof, and no warranty is provided for Owner provided equipment. Any warranty or guarantee obtained by Design-Build from any such manufacturer shall be deemed to have been obtained for the benefit of Owner.



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered the day and the date first above written.

OWNER:

By:

Its:

Date:

G. J. Z

Village Manager

2-28-2017

DESIGN-BUILDER: Wight Construction Services, Inc.

By:

Its:

Date:

Ray O'Brien

President - Wight Construction Services, Inc.

02-21-17

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 2 PAGES

Continuation Sheet, AIA Document G703, is attached.

TO (OWNER): Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

PROJECT: Bensenville Ice Arena Renovation  
Address: 735 E. Jefferson Street  
Bensenville, IL 60106

APPLICATION NO:	10
APPLICATION DATE:	11/30/17
PERIOD FROM:	10/29/17
PERIOD TO:	12/02/17
PROJECT NO:	07-3200-02
CONTRACT DATE:	February 13, 2017

Distribution to:

Owner's Rep	
Design / Builder	
Lender	
Architect	
Contractor	
Title Co.	

FROM (Contractor): Wight Construction Services, Inc.  
2500 North Frontage Road  
Darien, Illinois 60561

Via (Architect):

CONTRACT FOR: Design Build Services

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

1.	ORIGINAL CONTRACT SUM	\$2,547,301.00
2.	CHANGE ORDERS TO DATE	\$0.00
3.	CONTRACT SUM TO DATE	\$2,547,301.00
4.	TOTAL COMPLETED & STORED TO DATE	\$2,317,482.20
5.	RETAINAGE	
	a. 0.00% of Completed Work	\$140,345.47
6.	TOTAL EARNED LESS RETAINAGE	\$2,177,136.73
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$2,095,727.23
8.	CURRENT PAYMENT DUE	\$81,409.50
9.	BALANCE TO FINISH, PLUS RETAINAGE	\$370,164.27

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due.

GENERAL CONTRACTOR

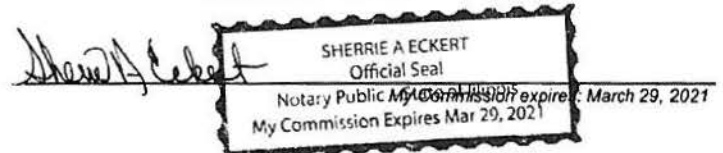
By: [Signature] Date: 11/30/17

State of Illinois:

County of Will:

Subscribed and sworn to before me this 30-Nov, 2017

Notary Public:



Stamp:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated.

Amount Certified.....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheets that are changed to conform to the correct certified.

ARCHITECT:

By: \_\_\_\_\_ Date: 11/30/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REC'D DEC 5 2017

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this month by Owner			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00



## Wight Construction

2500 North Frontage Road  
Darien, IL 60561  
Phone: 630-969-7000

### Statement of Account

For: Village of Bensenville  
735 East Jefferson Street  
Bensenville, IL 60106  
Attention: Todd Finner

Period Ending 1/3/2018

#### Client Projects

07-3200-02 Village of Bensenville - Ice Rink

Invoice	Type	Invoice Date	Due Date	Amount	Discount	Payments/ Credits	Invoice Balance
1	Invoice	2/28/17		\$21,705.36	\$0.00	\$21,705.36	\$0.00
2	Invoice	3/31/17		\$13,295.52	\$0.00	\$13,295.52	\$0.00
3	Invoice	4/30/17		\$168,760.26	\$0.00	\$168,760.26	\$0.00
4	Invoice	5/31/17		\$587,168.86	\$0.00	\$587,168.86	\$0.00
5	Invoice	6/28/17		\$534,463.04	\$0.00	\$534,463.04	\$0.00
6	Invoice	7/31/17		\$104,755.81	\$0.00	\$104,755.81	\$0.00
7	Invoice	8/31/17		\$155,195.85	\$0.00	\$155,195.85	\$0.00
8	Invoice	9/30/17		\$379,394.38	\$0.00	\$379,394.38	\$0.00
9	Invoice	10/31/17		\$130,988.15	\$0.00	\$130,988.15	\$0.00
10	Invoice	11/30/17	12/30/2017	\$81,409.50	\$0.00	\$0.00	\$81,409.50
Project Totals:				\$2,177,136.73	\$0.00	\$2,095,727.23	\$81,409.50
Report Totals:				\$2,177,136.73	\$0.00	\$2,095,727.23	\$81,409.50

#### Accounts Receivable Aging Summary

Unreleased Retainage	current	31-60 days	61-90 days	91-120 days	>120 days
0.00	0.00	81,409.50	0.00	0.00	0.00



### ACKNOWLEDGEMENT OF WARRANTY

We acknowledge to CIMCO Division of Toromont Industries Ltd. that:

- a) Your warranty as outlined in the terms and conditions of the contract, will be effective from this date 10/25/17.
- b) Your engineer or operator, has been instructed by CIMCO in the proper operation, care and maintenance of this equipment.

c) **Comments/Deficiencies**

East Rink floor

There is a 31 ft, 9 inch as the crow flies crack across the north end of  
the East rink. Other than that, things seem to be fine.

d) **Major Equipment List**

East Rink floor

CIMCO Reference:

Jeff Gardner  
Jeff Gardner

Signed By:

Title:

Customer:

Todd Finner

Signed By:

Todd Finner

Title:

Director of Recreation,  
Village of Bensenville



Visit us at: [www.cimcorefrigeration.com](http://www.cimcorefrigeration.com)

November 30, 2017

Attention: Adam Tomsha  
Wight Construction Services  
2500 North Frontage Rode  
Darien IL 60561

Re: Edge Ice Arena  
CIMCO Project reference A.1200136

Dear Mr. Tomsha,

We have placed our concrete subcontractor, Scurto Cement Corp., on notice for a possible defect within the floor poured at the Edge Ice Arena. When the ice is removed from the floor, Scurto and CIMCO will inspect the hair line crack that is of concern to see if any action is need in regards to further remediation.

If any further remediation is required we will devise a plan of corrective action and review it with the ownership prior to any work.

Should you require any other information please contact the writer.

Yours truly,  
CIMCO Refrigeration,

A handwritten signature in black ink, appearing to read "J. Mergulhao", with a horizontal line extending from the end of the signature.

Jose Mergulhao, PE  
Vice President – US Operations

Jeff Nank - CIMCO  
Ben Blankenship - CIMCO  
Guy Russell - CIMCO  
Joe Moores - CIMCO

---

CIMCO Refrigeration Inc.  
2502 Commercial Park Dr, Mobile, AL 36606



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Tel: (251) 471-2425  
Fax (251) 476-7337

St. John's, Dartmouth, Moncton, Alma, Quebec City, Gaspé, Montreal, Ottawa, Toronto, London, Windsor, Winnipeg, Saskatoon, Calgary, Edmonton, Kelowna, Vancouver, Victoria  
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Office: 630.766.8200  
Fax: 630.594.1105

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**VILLAGE BOARD**

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Armando Perez

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Nancy Quinn

**Village Manager**  
Evan K. Summers

October 24, 2017

Wight Construction, Incorporated  
Attn: Raymond F. Prokop and  
Craig Polte, Project Manager  
2500 North Frontage Road  
Darien, Illinois 60561

Re: Notice of Defect in Work or Nonconformance with Specifications and  
Acknowledgement of Warranty Regarding Same

Dear Mr. Prokop and Mr. Polte:

This letter shall serve as written notice of the matter herein contained to Wight Construction Services by the Village of Bensenville in accordance with Section 3.3 of Article 3 of the Standard Form of Agreement between Owner (the "Village of Bensenville") and Design-Builder (the "Wight Construction Services, Incorporated"), dated February 13, 2017. The Owner and Design-Builder shall collectively be known as the "Parties."

This letter shall notify the Design-Builder of the current size, location and extent of the East Rink floor crack in the concrete slab (the "Concrete Floor Crack"), which is described and depicted in the attached pictures herein collectively identified as Exhibit A, copies of which are attached hereto and made a part hereof.

This letter shall further serve to document acknowledgement of the Concrete Floor Crack and the representation by the Design-Builder that the Concrete Floor Crack is not of such substantial defect to require immediate repair or the postponement of the placement of ice over the Concrete Floor Crack. This letter shall further serve to covenant and warrant the specific representation by the Design-Builder that the Concrete Floor Crack is covered by the warranties contemplated in Section 2.5.1 of Article 2 of the Agreement, as well as any other defect or damage stemming from the Concrete Floor Crack within a period of one year from the date of Substantial Completion.

(Intentionally Left Blank)



12 S. Center St.  
Bensenville, IL 60106

Office: 630.766.8200  
Fax: 630.594-1105

[www.bensenville.il.us](http://www.bensenville.il.us)

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Armando Perez

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Nancy Quinn

**Village Manager**  
Evan K. Summers

This Notice, Acknowledgement and Agreement between the Parties is hereby entered into this 24<sup>th</sup> day of October 2017.

Owner,

Village of Bensenville

*Todd Finner*

Owner's Designated Representative

Design-Builder,

Wight Construction Services, Incorporated

A handwritten signature in black ink, appearing to read 'Craig Polte', written over a horizontal line.

Craig Polte

Design-Builder, Project Manager

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**Exhibit A**

**Concrete Floor Crack Pictures**





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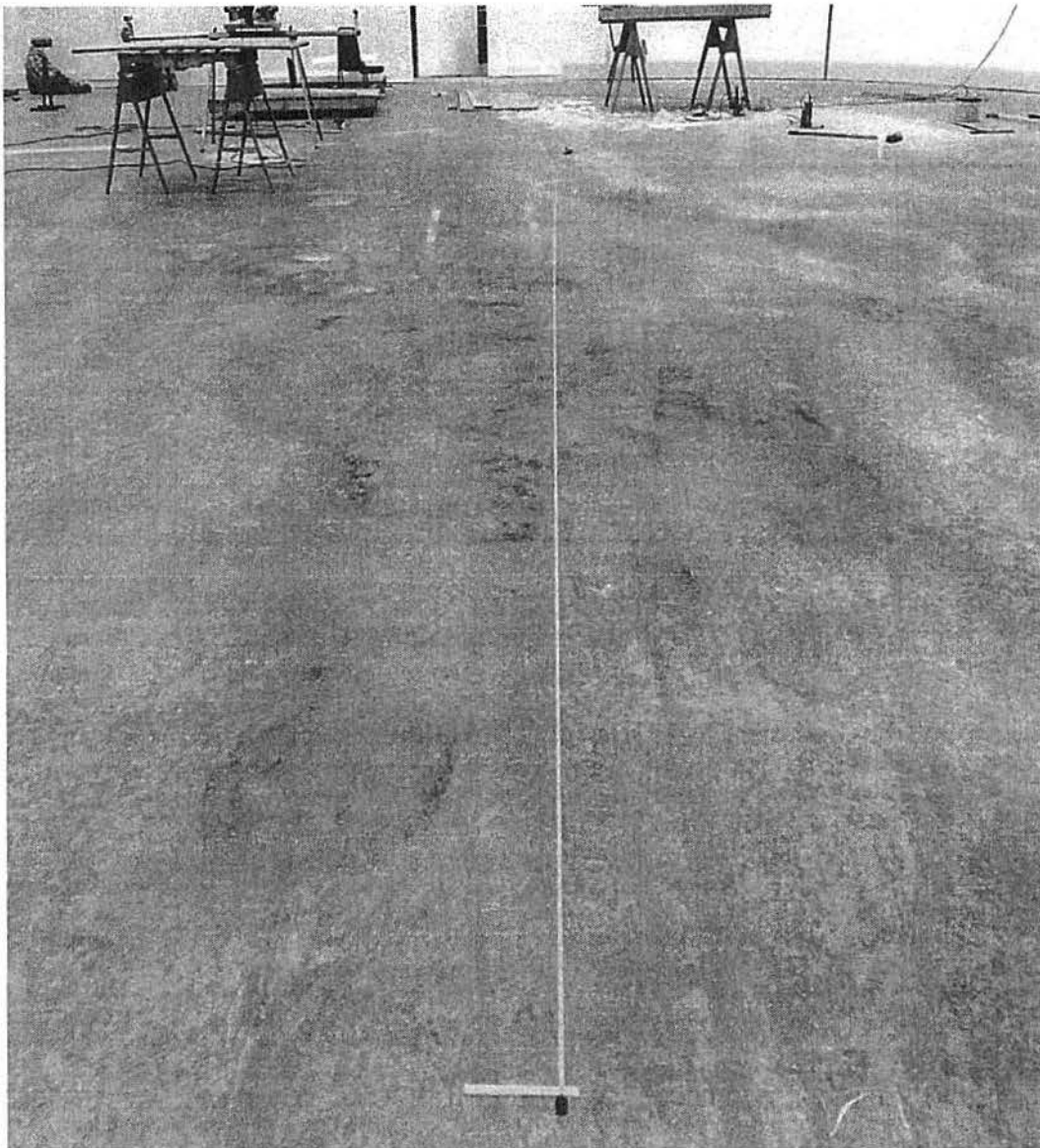
**Village Clerk**

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**Village Manager**

Evan K. Summers

The crack runs in an east-west direction and is located in the vicinity of the north door of the northerly players bench.



#### VILLAGE BOARD

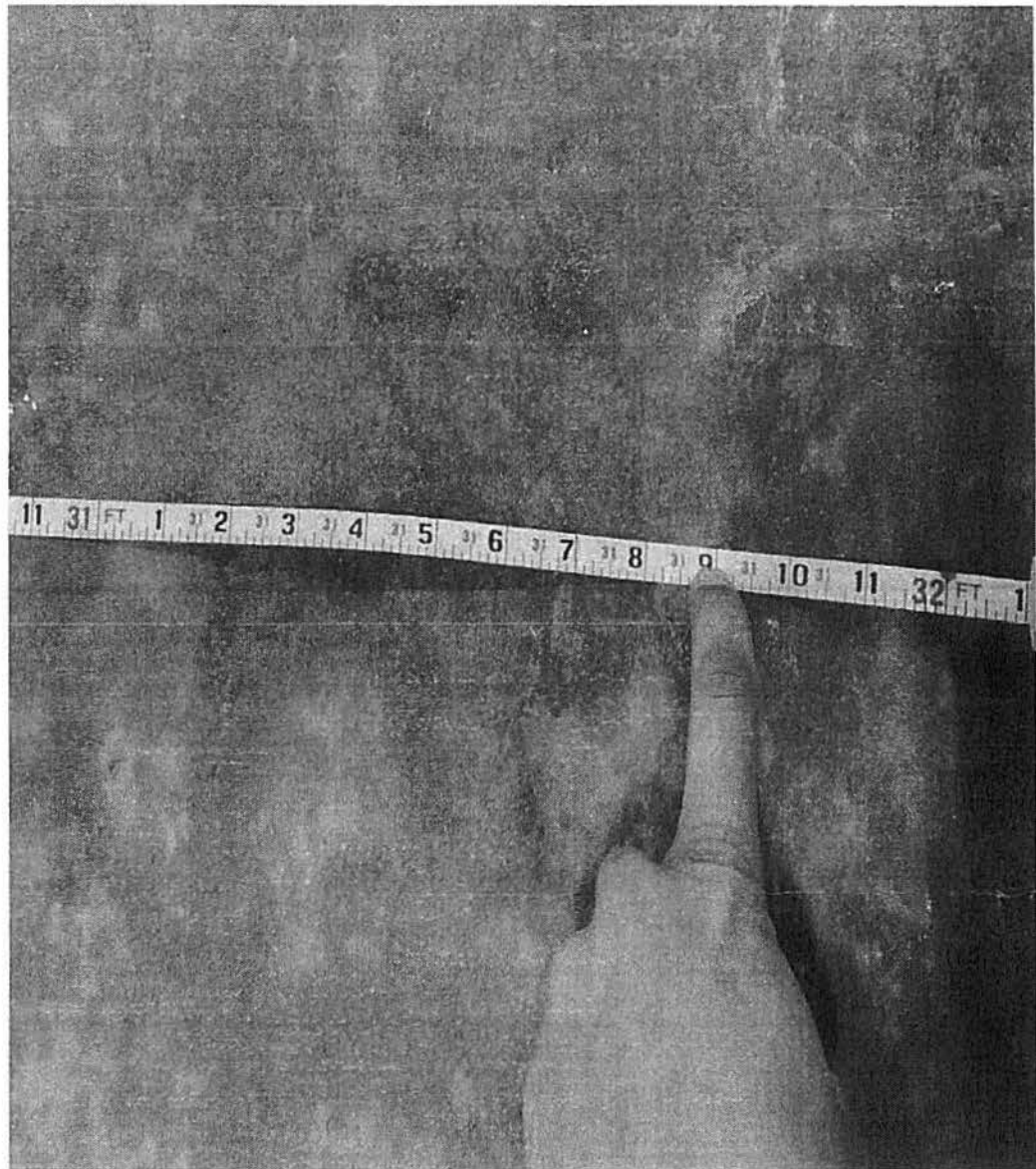
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Total length (as the crow flies) of the crack is 31 feet 9 inches.



**RESOLUTION NO. R-157-2016**

**AUTHORIZING THE APPROVAL OF A CONTRACT FOR THE DESIGN AND BUILD OF THE EDGE ICE ARENAS FLOOR REPLACEMENT AND MECHANICAL ROOM UPGRADES PROJECT WITH WIGHT & COMPANY OF DARIEN, ILLINOIS FOR THE NOT TO EXCEED AMOUNT OF \$2,547,301.00**

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the "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 contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE owns and operates ice arenas at a locations commonly known as the Edge on John Street and the Edge on Jefferson Street; and

**WHEREAS**, the VILLAGE has determined that it is necessary to repair and maintain the refrigeration systems at these arenas and therefore issued a Request for Qualifications to secure the services of a qualified Design and Build firm; and

**WHEREAS**, in response to the Request for Qualifications, Wight and Company was determined by the Village to be the most qualified firm to provide the services sought; and

**WHEREAS**, Wight & Company has completed similar projects for facilities within Northern Illinois and throughout the country; and

**WHEREAS**, following its selection on the basis of its qualifications, Wight & Company provided a proposal in the amount \$2,547,301.00 to complete the Design and Build of Ice Arenas Floor Replacement and Mechanical Room Upgrades for the Village of Bensenville; and

**WHEREAS**, staff has reviewed the proposal and recommends that the contract for said services, in the form attached hereto and incorporated herein by reference as Exhibit A, be accepted

by the Village Board.

**NOW, THEREFORE, BE IT RESOLVED** by the 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.

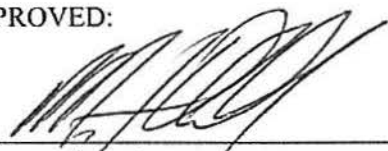
**SECTION TWO:** The Village Board authorizes and approves the Design and Build contract for Ice Arenas Floor Replacement and Mechanical Room Upgrades For the Village of Bensenville with Wight & Company of Darien, Illinois in the amount of \$2,547,301.00, in the form attached hereto as Exhibit A.

**SECTION THREE:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Edge Ice Arenas Refrigeration Systems Life Cycle Assessment and Maintenance Plan Project Contract, subject to review and approval of terms (other than contract amount) set forth therein by the Village Attorney.

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 13<sup>th</sup> day of December 2016.

APPROVED:

  
\_\_\_\_\_  
Temporary Chairman

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

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

Nays: None

Absent: None