VILLAGE OF Hinsdale Est. 1873

MEETING AGENDA

REGULAR MEETING OF THE
VILLAGE BOARD OF TRUSTEES
Tuesday, April 18, 2023
7:00 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois
(Tentative & Subject to Change)

1. **CALL TO ORDER/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF MINUTES**
   a) Special meeting of April 3, 2023

4. **VILLAGE PRESIDENT'S REPORT**

5. **PROCLAMATION**
   a) Building Safety Month

6. **CITIZENS' PETITIONS*** (Pertaining to items appearing on this agenda)

7. **FIRST READINGS – INTRODUCTION****
   *Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Administration & Community Affairs (Chair Posthuma)

a) Approve the 2023 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees effective May 1, 2023 – April 30, 2024.
b) Approve an agreement with JLD Consulting Group, LLC to provide lobbying services through the end of August, 2023 at a cost not to exceed $33,000, with an option to extend the agreement under the same terms for an additional six months to the end of February, 2024.

150 HINSDALE SESQUICENTENNIAL 1873 2023

Environment & Public Services (Chair Byrnes)

c) Award the construction contract for the ARPA Drainage Improvements to Swallow Construction Corporation in the amount not to exceed $777,259.
d) Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements construction observation services in the amount not to exceed $54,955.
e) Award the construction contract for the 2023 Resurfacing Program to Schroeder Asphalt Services, Inc., (Schroeder) in the amount not to exceed $878,000.

Zoning and Public Safety (Chair Stifflear)

f) Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to an Existing One-Story Building and Surrounding Property – Normandy Remodeling – 222 E. Ogden Avenue; **or**
Refer the request for a Major Adjustment to the Exterior Appearance and Site Plan Review for Changes to the Site Plan and Building Elevations for Normandy Remodeling at 222 E. Ogden Avenue to the Plan Commission for further hearing and review.
g) Approve a temporary use permit for an outdoor dining area to be located within two (2) parking spaces for Giuliano's Pizza at 40 Village Place from May 15, 2023 to August 15, 2023, subject to conditions to be set forth by the Building Commissioner.
h) Approve an Ordinance amending the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes.

8. CONSENT AGENDA

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

Administration & Community Affairs (Chair Posthuma)

a) Approve payment of the accounts payable for the period of March 30, 2023 through April 12, 2023 in the aggregate amount of $680,084.03 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***
b) Approve an Ordinance amending various sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale, Illinois relative to Class A3 (Packaged Sales at Boutiques) liquor licenses. (*First Reading – April 3, 2023)*
c) Waive the competitive bidding process and approve the purchase of proprietary software and information technology security managed services from Ascend Technologies of Chicago, IL at a cost not to exceed $21,073.20. (*First Reading – April 3, 2023)*
d) Waive the competitive bidding process and approve a contract with Scarlett Entertainment to provide a projection mapping event for the Village's 150th Anniversary, at a cost not to exceed $29,000. (*First Reading – April 3, 2023*)

Environment & Public Services (Chair Byrnes)

e) Award a professional services contract to Christopher B. Burke Engineering, Ltd. (CBBEL), for 2023-2024 Development Reviews in an amount not to exceed $175,000. (*First Reading – April 3, 2023)*
f) Reject all February 15, 2023 submitted bids for the Elm Street Sidewalk Project and

review re-submitted bids at a future Board Meeting. (*First Reading – April 3, 2023)*

9. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Zoning and Public Safety (Chair Stifflear)

a) Waive the competitive bidding requirement in favor of the Sourcewell Purchasing Agreement, contract 113021-OKC-1 with Pierce Manufacturing; **and**
Approve the purchase of a Pierce Enforcer Pumper from MacQueen Emergency Group in an amount not to exceed $840,000. (*First Reading – April 3, 2023)*

b) Approve a Resolution authorizing a Settlement Agreement between the Village of Hinsdale and Crown Castle Fiber, LLC relative to small wireless facilities, and approving certain waivers and modifications to Village codes, regulations and design standards regarding small wireless facilities. (*First Reading – April 3, 2023)*

Environment & Public Services (Chair Byrnes)

c) Adopt a Village Complete Streets Policy (Policy) to strengthen upcoming federal funding grant applications for Village transportation projects. (*First Reading – March 7, 2023*)

10. DISCUSSION ITEMS

a) Tollway Update

11. DEPARTMENT AND STAFF REPORTS

a) Fire

12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

13. CITIZENS' PETITIONS* (Pertaining to any Village issue)

14. TRUSTEE COMMENTS

15. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than $100,000.***

*******Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Andrianna Peterson, ADA Coordinator, at 630-789-7005 to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website: www.villageofhinsdale.org

VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING
April 3, 2023

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Monday, April 3, 2023 at 7:00 p.m. Roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, and Neale Byrnes

Absent: Trustee Banke

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Alison Brothen, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Village Engineer Matthew Lew, Director of Public Services George Peluso, Village Clerk Emily Tompkins

Present electronically: Parks and Recreation Superintendent Mike Hayes, Human Resources Director Tracy McLaughlin

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) **Regular meeting of March 16, 2023**
Trustee Posthuma moved to **approve the minutes of the regular meeting of March 16, 2023, as presented.** Trustee Haarlow seconded the motion.

AYES: Trustees Posthuma, Stifflear, Fisher, and Byrnes
NAYS: None
ABSTAIN: Trustee Fisher
ABSENT: Trustee Banke

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the Egg Hunt would be Saturday, April 8 at Robbins Park and there would be a Spring Park Clean Up day Thursday, April 20 at various Hinsdale parks.

President Cauley also reported Hinsdale Restaurant week would run April 14 through April 23.

CITIZENS' PETITIONS

Mr. Joseph Craig, 602 S. Garfield, addressed the Board to express his concern regarding street signs on Garfield that said “Street” not “Avenue”. He explained it has been on ongoing issue with his mail delivery.

Mr. Junguo Bian, 811 N. Oak, addressed the Board regarding ongoing landscaping issues with the Land Rover dealership. President Cauley explained Land Rover had received a citation from the Village and would be in court the next day.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Posthuma)

a) Approve an Ordinance amending various sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale, Illinois relative to Class A3 (Packaged Sales at Boutiques) liquor licenses.

Trustee Posthuma introduced the item. He explained the Village’s Liquor Code currently has a Class A3 – Packaged Sales at Boutiques License that authorizes the sale, on the premises specified on the license, of alcoholic liquors and also allows for complimentary tastings of alcoholic liquor for consumption on the premises in limited quantities. The Hinsdale Wine Shop, located at 12 East Hinsdale Avenue, is the Village’s only Class A3 licensee and has been in business approximately 20 years. Trustee Posthuma stated the Hinsdale Wine Shop has requested that their license be amended to allow for sales and tastings of wine only at off-premise events specified in the annual license application. If additional events are identified by the Wine Shop after the annual license is issued, the Wine Shop would need approval from the Liquor Commissioner. Trustee Stifflear questioned if other liquor license holders would want to change their licenses and President Cauley replied any requests would need to go before the Board.

The Board agreed to move this item to the consent agenda at their next meeting.

b) Waive the competitive bidding process and approve the purchase of proprietary software and information technology security managed services from Ascend Technologies of Chicago, IL at a cost not to exceed $21,073.20.

Trustee Posthuma introduced the item. He stated each year, Village staff requests that the Village’s Information Technology (IT) contractor, Orbis Solutions, review the adequacy of the Village current IT security products. Since 2020, Orbis Solutions has recommended managed IT security service products. For the past several years, the Village has contracted with Infogressive for this service. Inforgressive was recently acquired by Ascend Technologies. Ascend Technologies provides e-mail security, endpoint detection and response services, and log analysis. Additionally, Ascend Technologies provides end-user training on detecting e-mail phishing scams and security awareness, and will test and report on end-user’s ability to detect suspicious e-mails. According to Orbis, Ascend employs best of breed technologies, in a layered defensive framework with 24x7 support, monitoring and analysis through their Security Operation Center (SOC).

The Board agreed to move this item to the consent agenda at their next meeting.

c) Waive the competitive bidding process and approve a contract with Scarlett Entertainment to provide a projection mapping event for the Village's 150th Anniversary, at a cost not to exceed $29,000.

Trustee Posthuma introduced the item. He explained The Village of Hinsdale is celebrating its Sesquicentennial – 150th Anniversary - in 2023. The Village has considered special activities to highlight this important and historic occasion. Those involved in planning the 150th events are recommending that the Village provide a twenty-minute, custom light projection mapping show on the south face of the Memorial Building as a special event this year. The custom light show is proposed to be projected onto the building and trees, and will include images highlighting Hinsdale's rich history, as well as a soundtrack. The show content is expected to feature imagery of the founders of Hinsdale, key historical figures, buildings, events, and objects important to the community. Trustee Posthuma stated the light show would require less space and be safer and more environmentally friendly than a firework show. Assistant Village Manager Andri Peterson played a short video example of a light show.

The Board agreed to move this item to the consent agenda at their next meeting.

Environment & Public Services (Chair Byrnes)

d) Award a professional services contract to Christopher B. Burke Engineering, Ltd. (CBBEL), for 2023-2024 Development Reviews in an amount not to exceed $175,000.

Trustee Byrnes introduced the item. He explained the Village has used consultants to support the Engineering Division by reviewing residential and commercial development items and performing municipal services. Trustee Byrnes stated these items include single-family construction reviews, demolition reviews and multi-family commercial reviews. He explained all the review fees are passed on to the applicable property owners. The firm that performed Village reviews can no longer complete these services, and the Village is currently utilizing a temporary consultant, CBBEL. Village staff sent a request for proposal to engineering consulting firms who have recent, positive, and applicable experience. After receiving responses, CBBEL was selected for this project. CBBEL has successfully completed other Village projects.

The Board agreed to move this item to the consent agenda at their next meeting.

e) Reject all February 15, 2023 submitted bids for the Elm Street Sidewalk Project and review re-submitted bids at a future Board Meeting.

Trustee Byrnes introduced the item. He explained that in conjunction with the relocation of Hinsdale Community Services to 22 N. Elm Street, the Village and Hinsdale Community Services agreed to a new public sidewalk on the west side of Elm Street. All bids received for the project were greater than the engineer's estimate and related Village budget. Staff has identified potential project cost savings and will re-bid this contract as an alternative bid with the 2023 Sidewalk Program. These bids are scheduled to be reviewed by Village staff in April.

The Board agreed to move this item to the consent agenda at their next meeting.

Zoning and Public Safety (Chair Stifflear)

f) Waive the competitive bidding requirement in favor of the Sourcewell Purchasing

Agreement, contract 113021-OKC-1 with Pierce Manufacturing; and Approve the purchase of a Pierce Enforcer Pumper from MacQueen Emergency Group in an amount not to exceed $840,000.

Trustee Stifflear introduced the item. He explained the Village of Hinsdale owns two pumping engines with one maintained as a secondary engine to be placed in front-line service while the primary engine is out for repairs and maintenance. Additionally, the secondary engine responds to incidents, an average of three times per month, while the front-line engine is committed to a separate incident. The replacement vehicle policy recommends replacement of the fire engine at 16 years of service, with eight years in front-line service and eight years as second-line or reserve. Replacement of this apparatus has been in the Capital Improvement Plan (CIP), first in Fiscal Year 2021/2022 and has increased in cost from $550,000 to the current quote of $840,000. The expected build time is two or more years with an expected delivery and payment in 2025. The current front-line apparatus will be 11 years old when the new apparatus is delivered. The reserve apparatus to be replaced will be 25 years old. Using the Sourcewell Purchasing Agreement to purchase an engine through Pierce Manufacturing's "Build My Pierce" program, will reduce the build time to 30 months, with delivery before 2026. This is important as nationally, all engines delivered after 2026 will be mandated to have a new more expensive motor estimated at $80,000 to $110,000 more due to new Federal EPA emission regulations that will apply. Trustee Stifflear stated on Friday March 17, Pierce had 200 open slots for orders. As of Tuesday March 28, there were 90 open spots nationwide for this option; they predict filling the spots before May 1, 2023. Pierce has also indicated they plan to implement an 8% price increase on May 1, 2023.The Village explored purchasing through other apparatus suppliers. Rosenbauer has a similar program, but their dealer estimated their cost for our specification to be over $900,000 and Sutphen estimates $951,608 with a four-year build time.

Chief John Giannelli explained the engine is also advanced life support equipped and is used for extrications and hazardous material incidents and a certain pumping capacity is needed to maintain the ISO Fire Rating.

President Cauley recommended the purchase of the engine with the understanding the Village would look into ways to reduce the overall cost of equipment including sharing the equipment with neighboring Fire Departments. A straw poll was taken and all Trustees agreed with the exception of Trustee Byrnes.

The Board agreed to move this item forward for a second reading at their next meeting.

g) Approve a Resolution authorizing a Settlement Agreement between the Village of Hinsdale and Crown Castle Fiber, LLC relative to small wireless facilities, and approving certain waivers and modifications to Village codes, regulations and design standards regarding small wireless facilities.

Trustee Stifflear introduced the item. He provided a brief history of the installation of cellular equipment. He stated the equipment used in the past was much larger and lower on the poles than what is proposed by Crown Castle. He stated the Village of Hinsdale was one of the first to roll out design standards in order to protect the aesthetics of the Village's neighborhoods. The Federal government restricts certain authority of local municipal government and anything related to radio frequency is controlled by the federal government. The State of Illinois also

passed measures which restrict the authority of local government on the installation of 5G. Trustee Stifflear stated Village staff and certain elected officials of Hinsdale worked diligently to influence State and Federal legislatures regarding 5G. In 2018 Verizon advised the Village that it intended to roll out its 5G small cell program. At that time, it was anticipated that there could be as many as one hundred and thirty-seven (137) stand-alone poles in the Village. Since that time, changes in state legislation promoted the use of existing ComEd infrastructure for this purpose. As a result, Crown Castle is now proposing that many of the small wireless facilities can be placed on existing ComEd distribution poles. The parties are also proposing to address many of the additional small wireless facilities through a process by which ComEd would decommission certain streetlight poles, which would then be replaced by slightly taller wooden poles that will be owned and maintained by Crown Castle, and which can accommodate both the Crown Castle equipment and a streetlight. This approach is intended to greatly minimize the number of pole locations in the community. All costs for these installations, including new light poles, will be at Crown Castle Castle's expense. The proposed Settlement Agreement between the Village and Crown Castle addresses the design for each of the following potential types of installations.

President Cauley explained the Village does not have the authority to regulate the kind of equipment used and the Village cannot prohibit the use of 5G for safety or health reasons. He explained if the Village prohibited the installation of 5G, they would be taken to court. He said Illinois legislature passed a law that 5G antennas are a permitted use on the public right of way and the Village is limited in regulating the location and aesthetics.

Trustee Posthuma explained similar agreements have been entered into by Clarendon Hills and Western Springs.

Mr. Ray Cesca, 46 Mockingbird Lane, spoke of safety and health concerns related to 5G.

Ms. Heidi Hanson, Western Springs resident, spoke of health concerns related to pentachlorophenol, a pesticide used in treating wood to keep out insects or fungus. Ms. Hanson also spoke of health and safety concerns regarding radiofrequency.

Ms. Ray Mugnolo, 415 S. Boden, spoke of concerns about the location of telecommunication poles.

Ms. Nancy Perlman, spoke of concerns related to radiofrequency limits.

Ms. Yanna Dykstra, questioned the need for so many poles and spoke of safety and health concerns related to 5G.

Ms. Marilyn Bloom, 542 Woodside, questioned if analysis had been done related to property values and telecommunication poles.

Ms. Susie R., Clarendon Hills resident, spoke against 5G and expressed safety and health concerns.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Byrnes moved to **Approve payment of the accounts payable for the period of March 15, 2023 through March 29, 2023 in the aggregate amount of $647,622.54 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes
NAYS: None
ABSTAIN: None
ABSENT: Trustee Banke

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

b) Waive the competitive bidding requirement in favor of the Sourcewell Purchasing Agreement #040319-CEC; **and**
Approve the purchase of a L28 Bobcat Small Articulated. Loader from Atlas Bobcat of Mokena, IL in an amount not to exceed $62,742.02***
c) Accept proposal from C.T.R. Systems, Inc. for sewer service lining at the Memorial Building in the amount of $30,000.***
d) Accept proposal from Steiner Electric Company for street light pole replacements in the amount of $34,349.79.***
e) Award the 2023 Crack Sealing Program to Denler, Inc. of Joliet, IL in the amount not to exceed $98,000.***

Trustee Byrnes moved to **approve the Consent Agenda, as presented**. Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes
NAYS: None
ABSTAIN: None
ABSENT: Trustee Banke

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

There were no items on the Second Readings / Non-Consent Agenda.

DISCUSSION ITEMS

None.

DEPARTMENT AND STAFF REPORTS

a) Parks and Recreation

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn to Closed Session under 5 ILCS 120/2(c) and that the Village Board would not be returning to open session. Trustee Stifflear moved to **adjourn to Closed Session under 5 ILCS 120/2(c).** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes
NAYS: None
ABSTAIN: None
ABSENT: Banke

Motion carried.

Meeting adjourned at 9:26 p.m.

ATTEST: _____
Emily Tompkins, Village Clerk

BUILDING SAFETY MONTH

Proclamation

Building Safety Month
May, 2023

WHEREAS, our Village is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, and others in the construction industry- who work year-round to ensure the safe construction of buildings, and

WHEREAS, modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and

WHEREAS, "It Starts with You," The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property, and

Therefore, Be it Resolved, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2023 as Building Safety Month.

_____

Tom Cauley, Village President

DISCIPLINES OF BUILDING SAFETY

The Building Safety Profession covers every aspect of the life of a building, from planning and construction to use, operation and maintenance. Building Safety Professionals assist design professionals, contractors, building owners and the public to understand how to design, construct, operate and occupy buildings in conformance with the International Codes and technical standards adopted by local and state jurisdictions.

BUILDING Addresses general materials and methods of construction, including heights and areas, occupancy classification, construction type, occupancy and use requirements, structural stability, interior and exterior finishes, means of egress, accessibility and safeguards during construction. (Click to learn about the IBC, IRC, IZC)

FIRE Addresses the hazards of smoke and fire arising from building operations, occupancy, storage and use, fire detection, suppression and alarm systems and conditions affecting safety of fire fighters and emergency responders during emergency operations. (Click to learn about the IFC, IWUIC)

PLUMBING/MECHANICAL/FUEL GAS/POOLS/SPAS Addresses the design construction, installation, operation and maintenance of plumbing, mechanical and fuel gas systems in buildings, also includes swimming pools and spas. (Click to learn about the IPC, IPSDC, IMC, IFGC, ISPSC)

ELECTRICAL Addresses the design, construction and installation of electrical components, appliances, equipment and systems in buildings. (Click to learn about the NEC)

ENERGY AND SUSTAINABILITY Addresses the design, construction and installation of energy conservation features in buildings, use of natural resources in building construction, and indoor environmental quality and comfort. (Click to learn about the IECC, IgCC)

THE LIFE OF A BUILDING

A building begins as an idea. From the moment a building is imagined, components of building safety shape its development, design, construction, operation and use, contributing to the quality of life and economic vitality of a community.

RENOVATIONS If the owner wishes to alter an existing building's construction or change its use, the process is subject to the application and issuance of a building permit, construction inspection(s) and issuance of Certificate of Occupancy or Compliance by the Code Official. (Click to learn about the IEBC) 5

OPERATION AND MAINTENANCE The Fire Marshal periodically performs fire safety and property maintenance inspections to ensure the building is occupied, operated and maintained in conformance with applicable requirements of the code. (Click to learn about the IFC, IPMC) 4

CONSTRUCTION The contractor constructs the building in accordance with approved plans and specifications. The Building Inspector conducts periodic inspections to ensure the work conforms with approved plans and specifications. Upon completion, a Certificate of Occupancy (or Certificate of Compliance) is issued by the Code Official. 3

PERMITTING The design professional submits building plans, specifications and a building permit application to the Permit Technician. The Plans Examiner reviews the plans and specifications for conformance with local regulations and adopted codes and standards. Once the project is determined to comply, a building permit is issued by the Code Official. 2

PLANNING AND DEVELOPMENT The owner engages a design professional to plan and design a building. The Code Official assists the owner and design professional to understand proper application of zoning, codes and standards to the project. The Permit Technician provides assistance during the application and approval process. 1

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INTERNATIONAL CODE COUNCIL

10 IMPORTANT TIPS

To Remember For Fire Safety And Awareness

BUILDING SAFETY MONTH

1. Put a smoke alarm on every level of your home and outside each sleeping area.
Put a smoke alarm inside every bedroom.

2. Make sure your smoke alarms work. Test your smoke alarms. When you push the test button, you should hear a loud noise. If you don't hear the noise, you need a new battery or a new alarm.

3. Make sure the smoke alarm always has a good battery.
Put a new battery in the alarm every year.

4. Smoke alarms with long-life batteries will work for up to 10 years.
You do not change the battery.

5. Smoke alarms do not last forever.
Replace every 10 years. Newer smoke alarms provide the 10 year date.

6. Tell your family what to do if they hear the smoke alarm. Make an escape plan so everyone knows how to get out fast. Pick a meeting place outside the home where everyone will meet. Some children and older adults cannot hear the smoke alarm when they are sleeping. Make a plan for how to wake them up. Practice your escape plan with everyone in your family two times each year.

7. Install home fire sprinklers in your home. Home fire sprinklers and working smoke alarms greatly increase your chance of surviving a fire. Sprinklers are affordable and they can increase your property value and lower your insurance rates.

8. Portable heaters should be avoided but where used they need their space. Keep anything that can burn at least three feet away.

If you live in an area where homes are located in or close to forests or vegetation areas, you should think about the following safety tips.

9. Install 1/8 inch or smaller, noncombustible corrosion-resistant mesh screening that cannot burn on attic/soffit vents and around wood decks to keep out embers. Install spark arrestors on fire place chimneys or wood stove vents.

10. Keep all items that can burn away from your home. Clean leaves from your gutters. Clear dead leaves and branches from shrubs and trees.

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23-22453

10 IMPORTANT TIPS

To Remember For Disaster Safety And Mitigation



BUILDING SAFETY MONTH

1. Develop a family action plan and share with everyone in your family, so you will know where to go if an evacuation is called. Review at least two exit routes from your home or neighborhood to a designated meeting place for your family. Plan ahead for your pets as many shelters will not accept them.

2. Create a disaster supply kit that will allow you to remain in your home after a disaster or for use after evacuating to a safer location. Be sure the necessities in your kit are fresh and restored as necessary.

3. Stay tuned to radio, TV and NOAA Weather Radio for official updates and critical life saving weather information. Remember, reception is usually best if placed near a window.

4. Flooded roads could have significant dangers hidden by floodwaters. Never drive through floodwaters or on flooded roads. Do not attempt to cross a flowing stream. It takes only six inches of fast flowing water to sweep you off your feet and two feet of water to move an SUV-sized vehicle.

5. If you live in a high wind or hurricane prone area and do not have tested and code approved shutters for protection from windborne debris, consider temporarily protecting your doors and windows by mounting exterior grade, 7/16" minimum thickness plywood and fastening it into place.

6. Secure lawn furniture and any other loose outdoor items that can become windborne and can cause injury or damage during storms with high winds. Don't forget trash cans, grills, toys and potted plants.

7. Consider building or retrofitting to create a tornado safe room in your home. Follow ICC/NSSA 500 Standard for the Design and Construction of Storm Shelters for detailed construction information and to ensure you achieve the highest level of protection for your family.

8. Use Surge Protective Devices (SPD) in your home to protect electronic appliances from all but the most severe electrical surges or direct strikes.

9. In wildfire prone areas, remove fine (dead grass, leaves, etc.) and coarse fuels (dead twigs, branches, etc.) within 30 feet of a building to create a survivable space in case of wildfire. Be sure to remove dry leaf and pine litter from roofs, rain gutters, decks and walkways. Follow the International Code Council's International Wildland-Urban Interface Code for detailed requirements.

10. Before winter sets in consider freeze protection for water piping and exterior faucets.

Presented by ICC INTERNATIONAL CODE COUNCIL®

19-18205

AGENDA ITEM # 7a

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	First Reading - ACA
SUBJECT:	2023 Village Pay Plans - Full-time, Part-time, Public Services and Seasonal
MEETING DATE:	April 18, 2023
FROM:	Tracy McLaughlin, Human Resources Director

Recommended Motion

Approve the 2023 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees to be effective May 1, 2023 – April 30, 2024.

Background

The Village has several Pay Plans; a pay plan for full-time hourly and salaried employees, a pay plan for year-round part-time employees, a pay plan for hourly employees in the Public Services Department and a pay plan for seasonal employees who work a few months during the year. Finally, the wages for sworn Police Officers are contained in the collective bargaining agreement with the FOP, which contains a 2.75% increase effective May 1, 2023.

Discussion & Recommendation

These proposed Pay Plans, incorporate a 2.75% across the board increase adjustment to most of salary ranges. Effective January 1, 2023, the minimum wage rate in Illinois is $13 per hour. However, the labor market dictates we recruit for entry-level (non-seasonal) positions at $16.00 - $16.50 per hour. The Village is a member of a subscription compensation website specific to public employers in Illinois, publicsalary.com. This site was leveraged to report and analyze our wage structure against our contiguous and comparable communities. Based on this analysis, recommendations are detailed below.

1. Grades M145, M140, M125, M120, M104 and M103 – No adjustment needed to starting salary or top salary.
2. The Part-time Pay Plan is a “step” Pay Plan. This year the start step and top step were evaluated for market pricing and adjusted as required to maintain competitiveness in the local market.

This year’s proposed Pay Plans recommends competitive starting rates and top rates of pay.

The proposed Seasonal Pay Plan is being held constant from the Pay Plan approved in May 2022 by the Village Board, with the exception of Seasonal Worker in Public Services and Seasonal Interns. Hiring for the summer season is nearly complete. Staff will present a Seasonal Pay Plan to the Village Board in late 2023 for 2024 hiring.

Budget Impact

The cost of the 2.75% across the board increases are contained within the 2023 Budget.

Village Board and/or Committee Action
N/A

Documents Attached

1. Draft 2023 Pay Plans (Full-time, Part-time, Public Services, Seasonal). Please note, the Full-time, Part-time and Public Services Pay Plan documents also include the current Pay Plans to allow for comparison.

DRAFT

VILLAGE OF HINSDALE

2023 PAY SCALE - effective 5/1/23

FULL-TIME EMPLOYEES

NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum	2022 Annual Minimum	2022 Annual Maximum
Management	M145	2080	Y	Deputy Village Manager	$ 138,477	$ 200,471	$66.58	$96.38	$ 138,477	$ 200,471
Management	M140	2080	Y	Assistant Village Manager/ Director of Finance Assistant Village Manager/ Director of Public Safety	$ 131,883	$ 190,924	$63.41	$91.79	$ 131,883	$ 190,924
Management	M135	2080	Y	Assistant Village Manager Finance Director	$ 128,736	$ 186,366	$61.89	$89.60	$ 125,290	$ 181,378
Management	M130	2080	Y	Director of Community Development/ Building Commissioner Director of Public Services Police Chief Fire Chief	$ 122,297	$ 177,047	$58.80	$85.12	$ 119,024	$ 172,309
Management	M125	2080	Y		$ 110,316	$ 163,694	$53.04	$78.70	$ 110,316	$ 163,694
Management	M120	2080	Y	Director of Parks & Recreation	$ 104,800	$ 155,509	$50.38	$74.76	$ 104,800	$ 155,509
Management	M115	2080	Y	Director of Economic Development Village Engineer Administration Manager Human Resources Director Assistant Director of Public Services Deputy Police Chief Deputy Fire Chief	$ 104,856	$ 155,591	$50.41	$74.80	$ 102,050	$ 151,427
Management	M110	2080	Y	Assistant Fire Chief	$ 99,612	$ 147,812	$47.89	$71.06	$ 96,946	$ 143,856
Management	M105	2080	Y	Assistant Finance Director Public Services Superintendent Water/Sewer Superintendent Forestry and Parks Superintendent Assistant to the Village Manager/Finance Director/Public Services Director/Fire Chief/Police Chief IT Coordinator Assistant Village Engineer Village Planner	$ 91,203	$ 140,422	$43.85	$67.51	$ 88,762	$ 136,664
Management	M104	2080	Y	Civil Engineer Human Resources Generalist Parks & Recreation Superintendent Senior Accountant	$ 73,481	$ 108,752	$35.33	$52.28	$ 73,481	$ 108,752
Management	M103	2080	Y	Management Analyst Accountant	$ 66,492	$ 96,007	$31.97	$46.16	$ 66,492	$ 96,007
Management	M101	2080	Y	Administrative Services Analyst Human Resources/Payroll Specialist Payroll and Benefits Specialist Parks & Recreation Manager	$ 58,237	$ 84,675	$ 28.00	$ 40.71	$ 56,678	$ 82,409
Management	M100	2080	Y	Recreation and Marketing	$ 52,942	$ 76,978	$ 25.45	$ 37.01	$ 51,525	$ 74,918

VILLAGE OF HINSDALE

2023 PAY SCALE - effective 5/1/23

FULL-TIME EMPLOYEES

NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum	2022 Annual Minimum	2022 Annual Maximum
				Recreation, Parks Marketing Communications Manager Recreation Supervisor						
Supervisory	S203	2080	N	Police Sergeant	$ 87,207	$ 132,643	$ 41.93	$ 63.77	$ 84,873	$ 129,093
Supervisory	S202	2764	N	Fire Captain	$ 87,207	$ 132,643	$ 31.55	$ 47.99	$ 84,873	$ 129,093
Supervisory	S201	2764	N	Fire Lieutenant	$ 79,262	$ 120,559	$ 28.68	$ 43.62	$ 77,141	$ 117,332
Supervisory	S200	2080	N	Roadway Supervisor Village Forester Village Horticulturist Building Maintenance Supervisor	$ 79,262	$ 120,559	$ 38.11	$ 57.96	$ 77,141	$ 117,332
Non-Management	NM370	1950	N	Deputy Building Commissioner	$ 77,864	$ 118,432	$ 39.93	$ 60.73	$ 75,780	$ 115,262
Non-Management	NM365	1950	N						$ 72,319	$ 109,998
Non-Management	NM360	1950	N	Plan Reviewer	$ 73,018	$ 111,061	$ 37.45	$ 56.95	$ 71,064	$ 108,088
Non-Management	NM355	2764	N	Firefighter/Paramedic	$ 73,347	$ 110,322	$ 26.54	$ 39.91	$ 71,384	$ 107,369
Non-Management	NM350	1950	N	Building Inspector Code Enforcement Officer Fire Inspector	$ 68,763	$ 103,428	$ 35.26	$ 53.04	$ 66,922	$ 100,660
Non-Management	NM345	1950	N	Economic Development & Communications Specialist	$ 64,779	$ 94,189	$ 33.22	$ 48.30	$ 63,045	$ 91,668
Non-Management	NM340	1950	N						$ 61,698	$ 89,709
Non-Management	NM335	1950	N	Village Clerk/Executive Assistant	$ 61,286	$ 89,109	$ 31.43	$ 45.70	$ 59,645	$ 86,724
Non-Management	NM330	1950	N	Administrative Secretary III	$ 58,941	$ 85,701	$ 30.23	$ 43.95	$ 57,364	$ 83,407
Non-Management	NM325	1950	N	Administrative Secretary II	$ 56,135	$ 81,621	$ 28.79	$ 41.86	$ 54,633	$ 79,436
Non-Management	NM320	1950	N	Economic Development/Finance Clerk Administrative Services Coordinator Administrative Secretary	$ 52,942	$ 73,646	$ 27.15	$ 37.77	$ 51,525	$ 71,675
Non-Management	NM315	1950	N	Account Clerk Records Clerk Secretary	$ 50,650	$ 73,646	$ 25.97	$ 37.77	$ 49,295	$ 71,675
Non-Management	NM310	1950	N						$ 46,455	$ 67,545
Non-Management	NM305	1950	N	Administrative Assistant Community Service Officer	$ 46,199	$ 67,049	$ 23.69	$ 34.38	$ 44,962	$ 65,254
Non-Management	NM304	1950	N	Parks & Recreation Coordinator	$ 44,840	$ 65,018	$ 22.99	$ 33.34	$ 43,640	$ 63,277
Non-Management	NM300	1950	N						$ 42,022	$ 61,101
Non-Management	NM320	2080	N	Administrative Services Coordinator	$ 56,471	$ 82,110	$ 27.15	$ 39.48	$ 54,960	$ 79,913
Non-Management	NM315	2080	N	Records Clerk	$ 54,027	$ 78,556	$ 25.97	$ 37.77	$ 52,581	$ 76,453
Non-Management	NM305	2080	N	Community Service Officer	$ 49,279	$ 71,518	$ 23.69	$ 34.38	$ 47,960	$ 69,604

Village of Hinsdale - Part-time Pay Plan CY2022 PAY PLAN - effective 5/1/22 - 4/30/23

Grade	Title	Upon Hire	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years
	Increase %		102.5%	102.5%	102.5%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	102.5%	102.5%	102.5%
2022 NM 2	KLM Hosts	X	$15.46	$15.84	$16.24	$16.73	$17.23	$17.75	$18.28	$18.83	$19.39	$19.97	$20.57	$21.09	X	X
2022 NM 3	IT Assistant Broadcasting Technician Parking Enforcement Officer	X	X	$16.28	$16.69	$17.19	$17.71	$18.24	$18.79	$19.35	$19.93	$20.53	$21.14	$21.67	$22.22	$22.77
2022 NM 4	Administrative Assistant Administrative Intern Cashier/Receptionist Community Services Officer I Finance Clerk Investigations Assistant KLM Assistant Manager Records Clerk Secretary	$18.18	$18.64	$19.10	$19.58	$20.17	$20.77	$21.40	$22.04	$22.70	$23.38	$24.08	$24.81	$25.43	$26.06	$26.71
2022 NM 5	Community Services Officer II	$21.53	$22.06	$22.61	$23.18	$23.88	$24.59	$25.33	$26.09	$26.87	$27.68	$28.51	$29.36	$30.10	$30.85	X
2022 NM 6	KLM Manager	$23.03	$23.61	$24.20	$24.80	$25.55	$26.31	$27.10	$27.92	$28.75	$29.62	$30.50	$31.42	$32.20	$33.01	X
2022 NM 7	Account Clerk/Data Clerk	$23.66	$24.25	$24.86	$25.48	$26.24	$27.03	$27.84	$28.68	$29.54	$30.42	$31.34	$32.28	$33.08	$33.91	$34.76
2022 NM 8	Accreditation Manager Accountant Administrative Analyst Building Inspector Code Enforcement Officer Economic Development Coordinator Engineering Inspector Fire Inspector Fire Prevention Investigative Aide Municipal Services Specialist	$32.80	$33.62	$34.46	$35.32	$36.38	$37.47	$38.60	$39.76	$40.95	$42.18	$43.44	$44.74	$45.86	X	X
2022 M1	Administration Manager	$45.00	$46.13	$47.28	$48.70	$50.16	$51.66	$53.21	$54.81	$56.45	$58.15	$59.89	$61.39	X	X	X

CURRENT PAY PLAN - CY 2022

Village of Hinsdale - Part-time Pay Plan CY2023 DRAFT PAY PLAN - effective 5/1/23 - 4/30/24

Grade	Title	Upon Hire	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years
	Increase %		102.5%	102.5%	102.5%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	102.5%	102.5%	102.5%
~~2023 NM 2~~	~~KLM Hosts~~	~~x~~	~~$16.00~~	~~$16.40~~	~~$16.81~~	~~$17.31~~	~~$17.83~~	~~$18.37~~	~~$18.92~~	~~$19.49~~	~~$20.07~~	~~$20.67~~	~~$21.29~~	~~$21.83~~	~~x~~	~~x~~
2023 NM 3	**KLM Host** IT Assistant Broadcasting Technician Parking Enforcement Officer	$16.50	$16.91	$17.34	$17.77	$18.30	$18.85	$19.42	$20.00	$20.60	$21.22	$21.85	$22.51	$23.07	X	X
2023 NM 4	Administrative Assistant Administrative Intern Cashier/Receptionist Community Services Officer I Finance Clerk Investigations Assistant KLM Assistant Manager Records Clerk Secretary	$18.68	$19.15	$19.63	$20.12	$20.72	$21.34	$21.98	$22.64	$23.32	$24.02	$24.74	$25.48	$26.12	$26.77	$27.44
2023 NM 5	Community Services Officer II	$22.12	$22.68	$23.24	$23.82	$24.54	$25.27	$26.03	$26.81	$27.62	$28.45	$29.30	$30.18	$30.93	$31.71	X
2023 NM 6	KLM Manager	$23.66	$24.25	$24.86	$25.48	$26.25	$27.03	$27.85	$28.68	$29.54	$30.43	$31.34	$32.28	$33.09	$33.92	X
2023 NM 7	Account Clerk/Data Clerk	$24.31	$24.92	$25.54	$26.18	$26.97	$27.77	$28.61	$29.47	$30.35	$31.26	$32.20	$33.16	$33.99	$34.84	$35.71
2023 NM 8	Accreditation Manager Accountant Administrative Analyst Building Inspector Code Enforcement Officer Economic Development Coordinator Engineering Inspector Fire Inspector Fire Prevention Investigative Aide Municipal Services Specialist	$33.70	$34.54	$35.41	$36.29	$37.38	$38.50	$39.66	$40.85	$42.07	$43.34	$44.64	$45.98	X	X	X
2023 M1	Administration Manager	$46.24	$47.39	$48.58	$49.79	$51.29	$52.83	$54.41	$56.04	$57.72	$59.46	$61.24	$63.08	X	X	X

DRAFT PAY PLAN - CY 2023

CURRENT for CY 2022

Village of Hinsdale
Public Services Pay Plan
Effective 5/1/22 - 4/30/23

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Water/Sewer Supervisor	$72,162.65	$74,147.12	$76,186.17	$78,281.29	$80,434.02	$82,645.96	$84,918.72	$87,253.99	$89,653.47	$92,118.94	$94,652.21	$97,255.15	$99,929.66	$102,677.73	$105,501.37
Lead Water Operator	$64,566.58	$66,342.16	$68,166.57	$70,041.15	$71,967.28	$73,946.38	$75,979.91	$78,069.36	$80,216.26	$82,422.21	$84,688.82	$87,017.76	$89,410.75	$91,869.55	$94,395.96
Mechanic/Elec Maint Mech	$64,447.14	$66,219.44	$68,040.48	$69,911.59	$71,834.16	$73,809.60	$75,839.36	$77,924.94	$80,067.88	$82,269.75	$84,532.16	$86,856.80	$89,245.36	$91,699.61	$94,221.35
Crew Leader	$59,789.18	$61,433.38	$63,122.80	$64,858.68	$66,642.29	$68,474.95	$70,358.01	$72,292.86	$74,280.91	$76,323.64	$78,422.54	$80,579.16	$82,795.08	$85,071.95	$87,411.43
Crew Workers	$55,346.20	$56,868.22	$58,432.09	$60,038.97	$61,690.05	$63,386.52	$65,129.65	$66,920.72	$68,761.04	$70,651.96	$72,594.89	$74,591.25	$76,642.51	$78,750.18	$80,915.81
PT Mechanics Helper (hourly)	$18.64	$19.16	$19.68	$20.23	$20.78	$21.35	$21.94	$22.54	$23.16	$23.80	$24.46	$25.13	$25.82	$26.53	$27.26
PT Crew Worker (hourly)	$18.64	$19.16	$19.68	$20.23	$20.78	$21.35	$21.94	$22.54	$23.16	$23.80	$24.46	$25.13	$25.82	$26.53	$27.26

PROPOSED for CY 2023

Village of Hinsdale
Public Services Pay Plan
Effective 5/1/23 - 4/30/24

Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Water/Sewer Supervisor	$74,147.12	$76,186.17	$78,281.29	$80,434.02	$82,645.96	$84,918.72	$87,253.99	$89,653.47	$92,118.94	$94,652.21	$97,255.15	$99,929.66	$102,677.73	$105,501.37	$108,402.66
Lead Water Operator	$66,342.16	$68,166.57	$70,041.15	$71,967.28	$73,946.38	$75,979.91	$78,069.36	$80,216.26	$82,422.21	$84,688.82	$87,017.76	$89,410.75	$91,869.55	$94,395.96	$96,991.85
Mechanic/Elec Maint Mech	$66,219.44	$68,040.48	$69,911.59	$71,834.16	$73,809.60	$75,839.36	$77,924.94	$80,067.88	$82,269.75	$84,532.16	$86,856.80	$89,245.36	$91,699.61	$94,221.35	$96,812.43
Crew Leader	$61,433.38	$63,122.80	$64,858.68	$66,642.29	$68,474.95	$70,358.01	$72,292.86	$74,280.91	$76,323.64	$78,422.54	$80,579.16	$82,795.08	$85,071.95	$87,411.43	$89,815.24
Crew Workers	$56,868.22	$58,432.09	$60,038.97	$61,690.05	$63,386.52	$65,129.65	$66,920.72	$68,761.04	$70,651.96	$72,594.89	$74,591.25	$76,642.51	$78,750.18	$80,915.81	$83,141.00
PT Mechanics Helper (hourly)	$19.16	$19.68	$20.23	$20.78	$21.35	$21.94	$22.54	$23.16	$23.80	$24.46	$25.13	$25.82	$26.53	$27.26	$28.01
PT Crew Worker (hourly)	$19.16	$19.68	$20.23	$20.78	$21.35	$21.94	$22.54	$23.16	$23.80	$24.46	$25.13	$25.82	$26.53	$27.26	$28.01

VILLAGE OF HINSDALE

DRAFT - 2023 PAY SCALE - effective 5/1/23 - 12/31/23

SEASONAL EMPLOYEES

Department	Title	Hourly Rate
Public Services	Seasonal Worker	$15 - $16
Parks & Recreation	Cashier	$14.00
	Head Cashier	$15.00
	Lifeguard	$15.00
	Head Lifeguard	$16.00
	Intern	$15.00
	Assistant Aquatics Coordinator	$17.50
	Pool Manager	$17.00
	Aquatics Coordinator	$21.00
	Swim team coaches	$1,500-$3,000 annual stipend
	Head team swim coach	$5,000-$7,000 annual stipend
All Departments	Seasonal Intern	$15 - 16

Employees who are rehired for the same position the following summer earn a $.25/hour raise upon demonstration of successful performance.

Seasonal pay scale is not subject to annual across the board increase.

AGENDA ITEM # 7b

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: Agreement with JLD Consulting Group, LLC

MEETING DATE: April 18, 2023

FROM: Andrianna Peterson, Assistant Village Manager

Recommended Motion

Approve an agreement with JLD Consulting Group, LLC to provide lobbying services through the end of August 2023 at a cost not to exceed $33,000, with an option to extend the agreement under the same terms for an additional six months to the end of February 2024.

Background

JLD Consulting Group, LLC provides lobbying services related to the Tollway expansion project and other matters as needed. The Village has contracted with JLD Consulting since 2021. The most recent agreement with the JLD Consulting Group expired on November 30, 2022 and services have been provided monthly under the Village Manager's authority. The proposed agreement would include services for a six-month period from March 1, 2023 through the end of August 2023, with an option to extend the agreement under the same terms for an additional six months to the end of February 2024. The agreement allows either party to terminate the agreement with 30-day notice.

Discussion & Recommendation

The Village continues to negotiate several issues with the Tollway many of which are related to the Hinsdale Oasis. Staff recommends approval to fund the proposed agreement with JLD Consulting from March 1, 2023 through August 31, 2023 at a cost of $33,000 ($5,500 x 6 months).

Budget Impact

The approved CY 2023 budget includes $66,000 for lobbying services.

Village Board and/or Committee Action

N/A

Documents Attached

1. Agreement with JLD Consulting Group, LLC

JLD
JLD CONSULTING GROUP, LLC
220 N. Green St.
Chicago, Illinois 60607
312.600.4007 (Direct)
312.600.4007 (Fax)
jd@jldgrp.com

Via Email Transmission:

Kathleen Gargano
Village Manager
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: ***Government Relation Services and Strategic Consulting***

Dear Ms. Gargano:

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between th**e Village of Hinsdale ("Village of Hinsdale")** and **JLD Consulting Group, LLC ("JLD CONSULTING GROUP, LLC")** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which JLD CONSULTING GROUP, LLC will perform and bill for our services.

This correspondence outlines the services JLD CONSULTING GROUP, LLC can provide "VILLAGE OF HINSDALE" with regard to Government Relations Services and Strategic Consulting. With a principal that has nearly a decade of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

The JLD CONSULTING GROUP, LLC members have experience with all phases of representation before governmental bodies. We blend this with strong business expertise to set us apart from our competitors. JLD CONSULTING GROUP, LLC will provide representation and assistance to you in this manner.

Statement of Work:

It is understood and agreed, pursuant to this agreement, that JLD Consulting Group, LLC shall provide the following services:

- Assist the Village of Hinsdale in continuing to strengthen, maintain, and further engage with members of the Illinois Legislature, Governors Office, and other State Governmental bodies and authorities.

- Support the Village of Hinsdale in crafting and messaging projects with the Illinois Toll Highway Authority.

- Work directly with the Illinois State Toll Highway Authority on projects that impact the Village of Hinsdale.

- Provide regular updates and reports as directed.

- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government

- Provide crisis management.

- Shall assist, advise, and consult with Village of Hinsdale on other matters as requested from time to time.

It is further understood and agreed that the scope of services to be rendered does not include the rendering of any legal services to, legal representation of or legal advice to VILLAGE OF HINSDALE. It is also understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD Consulting Group, LLC, commits to using its best professional efforts at all times on behalf of VILLAGE OF HINSDALE, but cannot offer any promises or guarantees as to results.

JLD CONSULTING GROUP, LLC looks forward to working with you on this important endeavor.

Very truly yours,

JLD CONSULTING GROUP, LLC

John L. D'Alessandro, President

AGREEMENT

The following constitutes the Articles of Agreement between JLD Consulting Group, LLC (JLD CONSULTING GROUP, LLC), and Village of Hinsdale (CLIENT):

1. This Agreement shall begin March 1, 2023 and will continue until August 31, 2023, with an option to extend the agreement under the same terms for an additional six months to the end of February 2024. Either party may terminate the Agreement at any time upon thirty-days written notice.

2. Throughout the term of this Agreement, JLD CONSULTING GROUP, LLC shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that JLD CONSULTING GROUP, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. JLD CONSULTING GROUP, LLC's primary contact on this matter shall be John D'Alessandro. CLIENT's primary contact shall be Kathleen Gargano.

3. It is understood and agreed, pursuant to this Agreement, that JLD CONSULTING GROUP, LLC shall provide the services detailed under "Statement of Work".

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by JLD CONSULTING GROUP, LLC shall be determined by JLD CONSULTING GROUP, LLC. It is understood and agreed that CLIENT will rely on JLD CONSULTING

GROUP, LLC to work as many hours as may reasonably be necessary to fulfill JLD CONSULTING GROUP, LLC's obligations under this Agreement.

5. The fee for the services provided by JLD CONSULTING GROUP, LLC and set forth in paragraph 3 of this Agreement shall be $5,500 per month. JLD CONSULTING GROUP, LLC shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to JLD CONSULTING GROUP, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay JLD CONSULTING GROUP, LLC for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by JLD CONSULTING GROUP, LLC unless prior approval for specified expenses is granted by CLIENT.

6. JLD CONSULTING GROUP, LLC shall comply with all applicable laws and regulations with respect to registration and other matters required by law if lobbying is required on behalf of the CLIENT. JLD CONSULTING GROUP, LLC shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific

legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD CONSULTING GROUP, LLC commits to using its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. JLD CONSULTING GROUP, LLC's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to JLD CONSULTING GROUP, LLC either by mail or fax.

JLD CONSULTING GROUP, LLC

By: _____
John D'Alessandro, President

Dated: _____

By: _____

Kathleen Gargano, Village Manager

Dated: _____

AGENDA ITEM # 7c

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: ARPA Drainage Improvements - Construction

MEETING DATE: April 18, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the construction contract for the ARPA Drainage Improvements to Swallow Construction Corporation in the amount not to exceed $777,259.

Background

In June 2022, the Village was awarded two drainage grants through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund a portion of the improvement construction cost. Storm sewer and drainage structures will be constructed at both locations, and the project is scheduled to be completed this summer. Project bids were opened on April 3, 2023.

Project Bid Results

Description	Total Bid
Swallow Construction	$ 777,258.60
Martam Construction	$ 819,694.40
Engineer's Estimate	$ 581,048.63
Project Budget	$ 550,000.00

Project bids are based upon estimated plan quantities, and final construction amounts will depend upon the actual completed work.

Discussion & Recommendation

Due to project and economic circumstances, submitted bids were above the Village project budget. However, the Village has available funding from DuPage County and other 2023 Water Capital project savings to balance the project budget (see below table).

Project Item	Available Funding	Project Balance
ARPA Drainage Bid	N/A	$ 777,259
DuPage County Grant Amount	($ 234,645)	$ 542,614
Village Portion Budget Amount	($ 315,355)	$ 227,259
50% Standpipe Project Savings	($ 250,000)	None

Enough funding exists to support the project total including the DuPage County Grant contribution. This grant contribution of $234,645 must be submitted for reimbursement to

DuPage County by October 2024, and concrete price increases have escalated similar construction costs for other area communities. With funding timelines and construction cost environment, the ARPA Drainage Improvements should be completed in 2023.

Staff recommends awarding the construction contract for the ARPA Drainage Improvements to Swallow Construction Corporation in the amount not to exceed $777,259.

Budget Impact

The project construction budget is $550,000 in the approved 2023 Village Budget including approximately $235,000 provided through the DuPage County Grant Program. 2023 savings from the Standpipe Project will balance the ARPA Drainage Improvements bid amount related to the 2023 budgeted amount.

Village Board and/or Committee Action

N/A

Documents Attached

1. ARPA Drainage Bid Tabulation
2. ARPA Drainage Contract

HRGreen

323 Alana Drive | New Lenox, IL 60451
Main 815.462.9324 + **Fax** 815.385.1781

HRGREEN.COM

April 6, 2023

Mr. Matthew Lew
Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Re: Grant St. & Charleston Rd. Drainage Improvements
HR Green Project No.: 220930

Dear Mr. Lew:

Attached please find the tabulation sheet for the bids opened on April 3, 2023, for the subject project. HR Green has verified that out of the two (2) bidder's, Swallow Construction is the apparent qualified low bidder at $777,258.60 total for the proposed drainage improvements. Our engineer's opinion of probable construction cost for the full project was stated as $580,704.00. Supplemental research and review of the as-bid unit pricing verses historical bidding for similar types of projects within northeastern Illinois region from late 2022 through February indicate increasing material and overall construction pricing.

With a significant number of projects currently being designed, bid, and constructed in our region, the overall construction industry pricing (labor and material) is anticipated to continue to increase into the summer through the remainder of the season. Therefore, we recommend the Village of Hinsdale accept the low bid from Swallow Construction bid for the total amount of **$777,258.60** and proceed with the proposed improvements**.**

If you have any questions or need additional information, please do not hesitate to contact me at 815-509-7119.

Sincerely,

T. Scott Creech, P.E.
Senior Project Manager

Enclosure

TSC/ka

\\hrgreen.com\HRG\Data\2022\220930\Design\Bid\ltr-040623-LetterofRecommendation-Grant_&_Charleston_Drainage Improvements.docx

H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

GRANT AVE. & CHARLESTON ST. DRAINAGE IMPROVEMENTS

Project Name: Grant Ave. and Charleston St. Drainage Improvements
Section No.: N/A
Bid Date: April 3, 2023
HR Green Project No: 220930
Engineer's Opinion of Probable Construction Base Cost - $581,048.63

				Swallow Construction Corporation 490 Topsoil Drive West Chicago, IL60185		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120		ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS	
		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	6	$70.00	$420.00	$310.00	$1,860.00	$ 50.00	$300.00
2	TREE TRUNK PROTECTION	EACH	17	150.00	$2,550.00	248.00	$4,216.00	$ 10.00	$170.00
3	TREE ROOT PRUNING	EACH	200	6.00	$1,200.00	5.00	$1,000.00	$ 20.00	$4,000.00
4	SUPPLEMENTAL WATERING	UNIT	25	250.00	$6,250.00	124.00	$3,100.00	$ 2.00	$50.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	35	61.85	$2,164.75	53.00	$1,855.00	$ 50.00	$1,750.00
6	POROUS GRANULAR EMBANKMENT	CU YD	35	36.25	$1,268.75	90.00	$3,150.00	$ 50.00	$1,750.00
7	TRENCH BACKFILL	CU YD	310	60.00	$18,612.00	84.00	$26,056.80	$ 60.00	$18,614.63
8	PERIMETER EROSION BARRIER	FOOT	133	6.15	$817.95	5.00	$665.00	$ 5.00	$665.00
9	INLET FILTERS	EACH	17	200.00	$3,400.00	248.00	$4,216.00	$ 200.00	$3,400.00
10	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	70	25.25	$1,767.50	28.00	$1,960.00	$ 15.00	$1,050.00
11	DETECTABLE WARNINGS	SQ FT	10	35.50	$355.00	75.00	$750.00	$ 40.00	$400.00
12	DRIVEWAY PAVEMENT REMOVAL	SQ YD	268	15.50	$4,154.00	19.50	$5,226.00	$ 20.00	$5,360.00
13	COMBINATION CURB AND GUTTER REMOVAL	FOOT	496	2.00	$992.00	9.00	$4,464.00	$ 8.00	$3,968.00
14	SIDEWALK REMOVAL	SQ FT	70	0.50	$35.00	6.35	$444.50	$ 4.00	$280.00
15	END SECTIONS, EQUIVALENT ROUND-SIZE 24"	EACH	1	4,750.00	$4,750.00	1,810.00	$1,810.00	$ 3,000.00	$3,000.00
16	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	223	165.00	$36,795.00	95.00	$21,185.00	$ 70.00	$15,610.00
17	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	56	125.00	$7,000.00	130.00	$7,280.00	$ 90.00	$5,040.00
18	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	340	135.00	$45,900.00	110.00	$37,400.00	$ 110.00	$37,400.00
19	STORM SEWERS, CLASS B, TYPE 1 30"	FOOT	15	450.00	$6,750.00	240.00	$3,600.00	$ 170.00	$2,550.00
20	STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND SIZE 24"	FOOT	171	187.50	$32,062.50	164.00	$28,044.00	$ 130.00	$22,230.00
21	STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND SIZE 30"	FOOT	163	197.50	$32,192.50	195.00	$31,785.00	$ 170.00	$27,710.00
22	STORM SEWER REMOVAL 12"	FOOT	85	2.00	$170.00	28.00	$2,380.00	$ 25.00	$2,125.00
23	STORM SEWER REMOVAL 15"	FOOT	219	2.00	$438.00	28.00	$6,132.00	$ 30.00	$6,570.00
24	STORM SEWER REMOVAL 18"	FOOT	178	2.00	$356.00	28.00	$4,984.00	$ 35.00	$6,230.00
25	PIPE CULVERT REMOVAL	FOOT	88	9.00	$792.00	28.00	$2,464.00	$ 200.00	$17,600.00
26	CONCRETE REMOVAL	CU YD	1	3,550.00	$2,130.00	1,345.00	$807.00	$ 20.00	$12.00
27	PRECAST CONCRETE BOX CULVERT 7' X 3'	FOOT	38	2,350.00	$89,300.00	1,485.00	$56,430.00	$ 1,300.00	$49,400.00
28	BOX CULVERT END SECTIONS	EACH	2	16,350.00	$32,700.00	12,900.00	$25,800.00	$ 20,000.00	$40,000.00
29	STONE RIPRAP, A1	SQ YD	10	188.00	$1,880.00	111.00	$1,110.00	$ 60.00	$600.00
30	STONE RIPRAP, A4	SQ YD	8	230.00	$1,909.00	245.00	$2,033.50	$ 70.00	$581.00
31	STONE RIPRAP, A5	SQ YD	10	210.00	$2,100.00	417.00	$4,170.00	$ 80.00	$800.00
32	FILTER FABRIC	SQ YD	18	55.50	$1,015.65	12.00	$219.60	$ 20.00	$366.00
33	WATER VALVES 8"	EACH	1	4,650.00	$4,650.00	2,995.00	$2,995.00	$ 2,500.00	$2,500.00
34	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	2,555.00	$2,555.00	4,780.00	$4,780.00	$ 3,000.00	$3,000.00
35	CATCH BASINS, TYPE A, 4' DIA, TYPE 11 FRAME & GRATE	EACH	2	7,750.00	$15,500.00	3,780.00	$7,560.00	$ 3,100.00	$6,200.00
36	MANHOLES, TYPE A, 4' DIA, TYPE 1 FRAME & GRATE	EACH	2	7,000.00	$14,000.00	3,940.00	$7,880.00	$ 2,900.00	$5,800.00
37	MANHOLES, TYPE A, 4' DIA, TYPE 11 FRAME & GRATE	EACH	2	7,125.00	$14,250.00	4,130.00	$8,260.00	$ 2,900.00	$5,800.00
38	MANHOLES, TYPE A, 5' DIA, TYPE 11 FRAME & GRATE	EACH	4	8,650.00	$34,600.00	4,750.00	$19,000.00	$ 4,800.00	$19,200.00
39	MANHOLES, TYPE A, 6' DIA, TYPE 11 FRAME & GRATE	EACH	1	11,500.00	$11,500.00	9,400.00	$9,400.00	$ 6,000.00	$6,000.00
40	INLETS, TYPE A, TYPE 11 FRAME & GRATE	EACH	3	2,100.00	$6,300.00	1,560.00	$4,680.00	$ 2,750.00	$8,250.00
41	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,750.00	$1,750.00	1,400.00	$1,400.00	$ 2,750.00	$2,750.00
42	REMOVING MANHOLES	EACH	5	350.00	$1,750.00	800.00	$4,000.00	$ 500.00	$2,500.00
43	REMOVING INLETS	EACH	1	150.00	$150.00	400.00	$400.00	$ 500.00	$500.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	496	52.00	$25,792.00	44.00	$21,824.00	$ 30.00	$14,880.00
45	MOBILIZATION	L SUM	1	55,000.00	$55,000.00	47,000.00	$47,000.00	$ 15,500.00	$15,500.00
46	BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQ FT	40	44.00	$1,760.00	121.00	$4,840.00	$ 80.00	$3,200.00
47	SODDING, SPECIAL	SQ YD	553	32.00	$17,696.00	25.00	$13,825.00	$ 25.00	$13,825.00
48	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	25,000.00	$25,000.00	128,000.00	$128,000.00	$ 15,000.00	$15,000.00
49	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	9,500.00	$9,500.00	13,000.00	$13,000.00	$ 10,000.00	$10,000.00
50	ADJUSTING WATER SERVICE LINES	EACH	4	350.00	$1,400.00	5,250.00	$21,000.00	$ 1,500.00	$6,000.00
51	PVC WATER MAIN, 8 INCH	FOOT	60	350.00	$21,000.00	290.00	$17,400.00	$ 140.00	$8,400.00
52	WATER MAIN CASING WITH SPACERS	FOOT	30	150.00	$4,500.00	370.00	$11,100.00	$ 100.00	$3,000.00
53	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	250.00	$250.00	3,000.00	$3,000.00	$ 15,000.00	$15,000.00
54	ADJUSTING SANITARY SERVICE LINES	EACH	4	1,000.00	$4,000.00	4,500.00	$18,000.00	$ 1,000.00	$4,000.00
55	VIDEOTAPING OF SEWERS	FOOT	777	4.00	$3,108.00	7.00	$5,439.00	$ 6.00	$4,662.00
56	SANITARY SERVICE RECONNECTION	EACH	4	1,700.00	$6,800.00	1,600.00	$6,400.00	$ 1,000.00	$4,000.00
57	CLASS "D" PATCHES, 8 INCH	SQ YD	122	185.00	$22,570.00	135.00	$16,470.00	$ 90.00	$10,980.00
58	CLASS "B" PATCHES, 7 INCH (SPECIAL)	SQ YD	470	155.00	$72,850.00	170.00	$79,900.00	$ 120.00	$56,400.00
59	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	268	100.00	$26,800.00	58.00	$15,544.00	$ 90.00	$24,120.00
60	UNDERGROUND UNFORESEEN CONDITIONS	LSUM	1	30,000.00	$30,000.00	30,000.00	$30,000.00	$ 30,000.00	$30,000.00
				TOTAL BASE	**$777,258.60**	**TOTAL BASE**	**$819,694.40**	**TOTAL BASE**	**$581,048.63**
Unit Price - Bid Alternates - N/A									
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$ 777,258.60**	**TOTAL AS READ**	**$ 819,694.40**		**$581,048.63**
				Difference =					
Total Bid with Bid Alternate -AS BID									
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**	**N/A**		**N/A**		

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

SWALLOW CONSTRUCTION

FOR

ARPA (GRANT ST & CHARLESTON RD) DRAINAGE IMPROVEMENTS

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

SWALLOW CONSTRUCTION

FOR

ARPA (GRANT ST & CHARLESTON RD) DRAINAGE IMPROVEMENTS

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and INSERT, ADDRESS, CITY, STATE ZIP ("Contractor"), make this Contract as of the 2nd day of May, 2023, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents, plans, and specifications, the works consists of drainage utility improvements including construction of new stormwater management system consisting of storm sewers and structures, precast concrete box culvert (3'x7') with end sections, patching, and restoration.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within N/A Calendar Days. The Work shall be completed no later than July 14, 2023.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review

with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed $ 777,259 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the Contractor's bid proposal.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the

guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

with a copy to:

Klein, Thorpe, & Jenkins, Ltd.
Attn: Michael Marrs
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Swallow Construction Corporation
490 Topsoil Drive
West Chicago, IL 60185

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: _____

Title: _____

VILLAGE OF HINSDALE

By: _____
Kathleen Gargano
Village Manager

Attest/Witness

By: _____

Title: _____

SWALLOW CONSTRUCTION CORPORATION

By: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2023.

Attest/Witness: SWALLOW CONSTRUCTION CORPORATION

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to before me this ____ day of _____, 2023.

My Commission Expires: _____

_____ [SEAL]

AGENDA ITEM # 7d

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:	First Reading – EPS
SUBJECT:	ARPA Drainage Improvements-Construction Observation
MEETING DATE:	April 18, 2023
FROM:	Matthew Lew, PE, Village Engineer

Recommended Motion

Award a professional services contract to HR Green, Inc., for American Rescue Plan Act (ARPA) Drainage Improvements construction observation services in the amount not to exceed $54,955.

Background

In June 2022, the Village was awarded two drainage grants through the DuPage County Stormwater Management Municipal ARPA Grant Program. The grants are allocated for two drainage improvement projects on Charleston Road and Grant Street, and the grants will fund a portion of the improvement construction cost. Storm sewer and drainage structures will be constructed at both locations, and the project is scheduled to be completed this summer.

HR Green, Inc., has previously completed the related feasibility study and design engineering, and the Village requested a proposal to complete the construction observation for this improvement project.

Discussion & Recommendation

HR Green's proposal include full-time construction observation and project documentation services. HR Green has performed such services satisfactorily for the Village, and Village staff recommends awarding this professional services contract in the amount not to exceed $54,955.

Budget Impact

The project construction budget is $550,000, and the project observation budget is $55,000. For planning purposes, Village staff budgeted observation services as 10% of the construction budget. For the ARPA Drainage Improvements, the provided HR Green proposal of $54,955 is within the available project budget.

Village Board and/or Committee Action

N/A

Documents Attached

1. Engineering Professional Services Agreement
2. Drainage Improvements HR Green Proposal

VILLAGE OF HINSDALE
19 E. Chicago Ave.
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES AGREEMENT
ARPA Drainage Improvements
Construction Observation Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
HR GREEN, INC.

This Professional Services Agreement is entered into this 2nd day of May 2023, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR Green, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for construction observation for the ARPA Drainage Improvements Project (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 02/14/23 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project;

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean HR Green, Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the construction observation services for the ARPA Drainage Improvements Project as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for the construction observation, project documentation, and related services that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 12/1/23.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 02/14/23, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the construction observation, documentation, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.
Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed $54,955.00.

B. Hourly Rates and Costs.
Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.
During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000.

2. Business Auto Liability, $1,000,000 combined single limit per accident for bodily injury and property damage;

3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');

4. Umbrella Coverage- $2,000,000 per occurrence; and,

5. Professional Liability – $1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing

Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et.seq.*
2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.)* which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's

Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection

(a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors. etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or .any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will

not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to *Village:*	*If to Engineer:*
Village Manager	T. Scott Creech
Village of Hinsdale	HR Green, Inc.
19 E. Chicago Avenue	323 Alana Drive
Hinsdale, Illinois 60521	New Lenox, IL 60451

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this ____ day of _____ 2023,

Engineering Consultant

By: _____

_____
(Printed Name and Title)

Accepted this 2nd day of May 2023,

The Village of Hinsdale, Illinois

By: _____
Kathleen A. Gargano, Village Manager

Exhibit A – HR Green, Inc. Proposal dated 02/14/23

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

For

Hinsdale – Grant Street & Charleston Road Drainage Improvements

Construction Observation (Full-Time)

Matthew Lew, P.E., Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
630.789.7000

Kevin Berry, P.E.
HR Green, Inc.
2363 Sequoia Drive
Aurora, IL 60506
630-708-5004

HR Green Project Number: 2302156

February 14, 2023

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THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Matthew Lew, P.E., Engineer at the Village of Hinsdale.

The services required for this project are to include construction observation services (full-time) for drainage utility improvements including construction of new stormwater management system consisting of storm sewers and structures, precast box culvert (3' x 7') with end sections, patching, and restoration including all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications.

As requested by the CLIENT, ***Full-Time*** Construction Observation services associated with the Village of Hinsdale – Grant Street & Charleston Road Drainage Improvement Project, located in the Village are detailed within this contract/proposal.

Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The construction contract for the Grant Street & Charleston Road Drainage Improvement Project has a completion date of June 30, 2023. The project will be let on March 23, 2023 with an anticipated start on or around May 1*, 2023 which equates to 40 working day,* unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as ***Full-Time*** observation of the project and it is anticipated that the contractor will complete the project by June 30, 2023 as specified in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation

A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide ***Full-time*** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. *Note that the **Full-time** Construction Observation Services are based on **40 Field Days** which is estimated from the anticipated project schedule of May 1, 2023 – June 30, 2023 for the Grant Street & Charleston Road Drainage Improvement Project.* COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½″ or more or 6″ or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

COMPANY shall review Contractor's submitted record drawings for identified scope of improvements, noting discrepancies as necessary for Contractor's revision and submittal to CLIENT.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies. COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management,

and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

This work will consist of the preparation of final job records in accordance with contract requirements. All quantity measurements and calculations will be checked and cross referenced, drafting punch list documents, and inspection to verify final approval is obtained by the CLIENT. A final pay estimate will be drafted releasing retention upon final approvals

F. Quality Assurance Material Testing

This work will consist of providing Quality Assurance testing of the contractor's quality control of materials. SEECO Consultants will perform all on-site Concrete and Bituminous Testing per IDOT Quality Assurance criteria.

No off-site testing is included in this proposal.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *Village Bid Opening – March 23, 2023*
- *Construction Start – May 1, 2023*
- *Construction Completion – June 30, 2023*
- *Project Closeout – October 31, 2023*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

A. Permit fees as applicable;
B. Environmental studies including Abbrev. Phase 1 Report*;
C. Regulated Substances Monitoring & Reporting*;
D. Location Drainage Study services*;
E. Structural design services*;
F. Floodplain analysis/study service*;
G. Wetland delineation/mitigation services*;
H. Right of way and easement plat preparation*;
I. Construction staking and layout*;
J. Record Drawings by Contractor*, and
K. GIS Drawings and Files*

*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct, or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

SEECO Consultants will provide QA Material testing and reporting for the project. On-site testing will be done in accordance with IDOT's Project Procedures Guide for Material testing frequency.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

A. Attend weekly project construction review/coordination meetings;
B. Process contractors pay request, after approved by COMPANY

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **$54,955.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	392	$ 50,390.00	$ 2,065.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			$2,500.00
Subtotals:	392	$ 50,390.00	$ 2,065.00	$ 2,500.00
	Contract Total:		**$ 54,955.00**	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

(2) Construction Observation Services are based on estimated (43 R.E. + 8 P.M = 51 Trips) Field Observation Days (40 days + 3 punchlist & close out days). Also includes P.M. attendance at 8 weekly progress meetings with contractor, documentation, and coordination efforts per Scope of Services.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not

terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during

which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide

professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;

- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.29 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.30 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Kevin J. Berry

Kevin J. Berry, P.E., Project Manager

Approved by: _____

Printed/Typed Name: Andrew Mrowicki, P.E.

Title: President Date: 2/14/2023

VILLAGE OF HINSDALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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AGENDA ITEM # 7e

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Reading – EPS

SUBJECT: 2023 Resurfacing Program - Construction

MEETING DATE: April 18, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the construction contract for the 2023 Resurfacing Program to Schroeder Asphalt Services, Inc., (Schroeder) in the amount not to exceed $878,000.

Background

The Village conducts an annual Resurfacing Improvement Program, and the 2023 Resurfacing Program will resurface most of the below streets and parking lots. This project was subdivided into base and alternate bids since material and labor inflation trends could cause the total project bid results to exceed the available budget. Project bids were opened on April 3, 2023.

Base Bid Locations

Street	From	To
Lincoln Street	Third Street	Eighth Street
Madison Street (Patching)	Sixth Street	Ninth Street
Third Street	County Line Road	Hillcrest Avenue
York Road (Patching)	Village Boundary	Ogden Avenue
Parking Lot	Police and Fire Departments (near 121 Symonds Drive)	

Alternate Bid Locations

Street	From	To
Second Street	Grant Street	Lincoln Street
Third Street	Vine Street	Grant Street
Parking Lot	Veeck Park (near 701 E. Chicago Avenue)	

Project Bid Results

Description	Base Bid	Alternate Bid	Total Bid
Schroeder Asphalt	$ 791,282.23	$ 223,619.40	$ 1,014,901.63
Builders Paving	$ 818,761.08	$ 223,661.60	$ 1,042,422.68
Chicagoland Paving	$ 850,000.00	$ 225,791.85	$ 1,075,791.85
A Lamp Concrete	$ 858,675.61	$ 244,073.35	$ 1,102,748.96
Brothers Asphalt	$ 859,407.34	$ 259,781.19	$ 1,119,188.53
G&M Cement	$ 940,008.76	$ 260,955.85	$ 1,200,964.61
Engineer's Estimate	$ 901,018.60	$ 299,951.50	$ 1,200,970.10
Program Budget	$ 880,000.00		$ 880,000.00

Project bids are based upon estimated plan quantities, and final construction amounts will depend upon the actual completed work.

Discussion & Recommendation

The lowest base bid is around $90,000 below Village budget, and the lowest total bid exceeded Village budget around $135,000. This exceeded amount is the approximate estimate of the Veeck Park Parking Lot. However, summer construction activity is anticipated to occur around Veeck Park related the BNSF bridge project landscaping. It is appropriate to defer this parking lot improvement into the 2024 Resurfacing Program after the anticipated BNSF activity, and all other 2023 locations are anticipated to be completed within the Village budgeted amount.

Staff recommends awarding the construction contract for the 2023 Resurfacing Program to Schroeder Asphalt Services, Inc., in the amount not to exceed $878,000.

Budget Impact

The program construction budget is $880,000 in the approved 2023 Village Budget, and the contract remains within the 2023 budgeted amount.

Village Board and/or Committee Action

N/A

Documents Attached

1. 2023 Resurfacing Bid Tabulation
2. 2023 Resurfacing Contract

H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

Project Name: Village of Hinsdale 2023 Resurfacing Program

HINSDALE 2023 RESURFACING PROGRAM

Section No.: N/A
Bid Date: April 3, 2023
HR Green Project No: 2202183
Engineer's Opinion of Probable Construction Base Cost - $901,018.60
Engineer's Opinion of Probable Construction Add Alt. Cost - $299,951.50

				Schroeder Asphalt Services, Inc. P.O. Box 831 Huntley, IL 60142		Builders Paving, LLC. 4401 Roosevelt Road Hillside, IL 60162		Chicagoland Paving Contractors Inc. 225 Telser Road Lake Zurich, IL 60047		Alamp Concrete Contractors, Inc. 1900 Wright Bpulevard Schaumburg, IL 60193		Brothers Asphalt Paving, Inc. 315 South Stewart Avenue Addison, IL 60101		G&M Cement Construction Co. 58 Commercial Drive Addison, IL 60101		ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS	
		UNIT	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, (VAR. 0" - 1 3/4")	SQ YD	1,482	$3.50	$5,187.00	$1.75	$2,593.50	$2.50	$3,705.00	$4.00	$5,928.00	$6.00	$8,892.00	$7.00	$10,374.00	$ 7.00	$10,374.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	175	8.00	$1,400.00	30.00	$5,250.00	$10.00	$1,750.00	15.50	$2,712.50	$7.00	$1,225.00	$8.00	$1,400.00	$ 25.00	$4,375.00
3	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	13,990	1.90	$26,581.00	3.50	$48,965.00	$2.50	$34,975.00	4.00	$55,960.00	$2.50	$34,975.00	$3.00	$41,970.00	$ 5.00	$69,950.00
4	BITUMINOUS MATERIALS (PRIME COAT)	POUNDS	37,776	0.30	$11,332.80	0.01	$377.76	$0.01	$377.76	0.01	$377.76	$0.20	$7,555.20	$0.01	$377.76	$ 0.10	$3,777.60
5	HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 3/4"	TON	630	120.00	$75,600.00	113.00	$71,190.00	$100.00	$63,000.00	140.00	$88,200.00	$120.00	$75,600.00	$125.00	$78,750.00	$ 120.00	$75,600.00
6	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 1 1/2"	TON	1,220	94.00	$114,680.00	94.00	$114,680.00	$100.00	$122,000.00	110.00	$134,200.00	$90.00	$109,800.00	$95.00	$115,900.00	$ 125.00	$152,500.00
7	CLASS "C" PATCHES, 6"	SQ YD	75	132.00	$9,900.00	120.00	$9,000.00	$120.00	$9,000.00	120.00	$9,000.00	$147.00	$11,025.00	$120.00	$9,000.00	$ 80.00	$6,000.00
8	CLASS "D" PATCHES, 6"	SQ YD	1,611	46.00	$74,106.00	42.00	$67,662.00	$42.00	$67,662.00	45.00	$72,495.00	$80.00	$128,880.00	$65.00	$104,715.00	$ 70.00	$112,770.00
9	CURB REMOVAL	FOOT	129	11.00	$1,419.00	10.00	$1,290.00	$10.00	$1,290.00	6.00	$774.00	$8.93	$1,151.97	$8.00	$1,032.00	$ 8.00	$1,032.00
10	CONCRETE CURB, TYPE B	FOOT	129	38.50	$4,966.50	35.00	$4,515.00	$47.25	$6,095.25	35.00	$4,515.00	$42.00	$5,418.00	$40.00	$5,160.00	$ 30.00	$3,870.00
11	COMB. CURB & GUTTER REMOVAL	FOOT	4,502	8.80	$39,617.60	8.00	$36,016.00	$4.50	$20,259.00	6.00	$27,012.00	$7.35	$33,089.70	$6.00	$27,012.00	$ 8.00	$36,016.00
12	COMB. CURB & GUTTER B6.12	FOOT	2,375	35.20	$83,600.00	32.00	$76,000.00	$40.50	$96,187.50	34.00	$80,750.00	$34.65	$82,293.75	$33.00	$78,375.00	$ 30.00	$71,250.00
13	COMB. CURB & GUTTER B9.12	FOOT	46	39.60	$1,821.60	36.00	$1,656.00	$47.25	$2,173.50	35.00	$1,610.00	$42.00	$1,932.00	$40.00	$1,840.00	$ 35.00	$1,610.00
14	COMB. CURB & GUTTER B6.15	FOOT	2,081	39.05	$81,263.05	35.50	$73,875.50	$41.50	$86,361.50	39.50	$82,199.50	$36.75	$76,476.75	$35.00	$72,835.00	$ 35.00	$72,835.00
15	SIDEWALK REMOVAL	SQ FT	2,951	1.93	$5,695.43	1.75	$5,164.25	$1.25	$3,688.75	1.60	$4,721.60	$2.63	$7,761.13	$2.00	$5,902.00	$ 4.00	$11,804.00
16	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,951	8.25	$24,345.75	7.50	$22,132.50	$10.25	$30,247.75	8.25	$24,345.75	$10.50	$30,985.50	$10.00	$29,510.00	$ 15.00	$44,265.00
17	BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQ FT	0	15.00	$0.00	25.00	$0.00	$25.00	$0.00	13.25	$0.00	$12.60	$0.00	$30.00	$0.00	$ 40.00	$0.00
18	DETECTABLE WARNING	SQ FT	112	38.50	$4,312.00	35.00	$3,920.00	$42.00	$4,704.00	25.00	$2,800.00	$52.50	$5,880.00	$40.00	$4,480.00	$ 40.00	$4,480.00
19	INLET FILTERS	EACH	47	165.00	$7,755.00	282.00	$13,254.00	$300.00	$14,100.00	15.00	$705.00	$296.10	$13,916.70	$190.00	$8,930.00	$ 185.00	$8,695.00
20	FRAMES AND LIDS TO BE ADJUSTED	EACH	65	950.00	$61,750.00	855.00	$55,575.00	$900.00	$58,500.00	675.00	$43,875.00	$897.75	$58,353.75	$650.00	$42,250.00	$ 290.00	$18,850.00
21	VALVE BOX FRAMES TO BE ADJUSTED	EACH	1	400.00	$400.00	850.00	$850.00	$900.00	$900.00	425.00	$425.00	$892.50	$892.50	$500.00	$500.00	$ 650.00	$650.00
22	FRAMES AND LIDS TO BE REPLACED	EACH	11	650.00	$7,150.00	802.00	$8,822.00	$850.00	$9,350.00	575.00	$6,325.00	$842.10	$9,263.10	$700.00	$7,700.00	$ 500.00	$5,500.00
23	DRIVEWAY PAVEMENT REMOVAL	SQ YD	740	16.50	$12,210.00	20.00	$14,800.00	$10.00	$7,400.00	17.00	$12,580.00	$31.50	$23,310.00	$18.00	$13,320.00	$ 20.00	$14,800.00
24	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	279	54.00	$15,066.00	60.00	$16,740.00	$40.00	$11,160.00	47.00	$13,113.00	$50.00	$13,950.00	$55.00	$15,345.00	$ 75.00	$20,925.00
25	PCC DRIVEWAY PAVEMENT, 6 INCH SPECIAL	SQ YD	380	77.00	$29,260.00	70.00	$26,600.00	$90.00	$34,200.00	85.00	$32,300.00	$115.50	$43,890.00	$105.00	$39,900.00	$ 90.00	$34,200.00
26	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	81	110.00	$8,910.00	150.00	$12,150.00	$25.00	$2,025.00	110.00	$8,910.00	$105.00	$8,505.00	$240.00	$19,440.00	$ 90.00	$7,290.00
27	THPL PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	33	10.00	$330.00	9.00	$297.00	$7.00	$231.00	10.00	$330.00	$9.71	$320.43	$25.00	$825.00	$ 22.00	$726.00
28	THPL PAVEMENT MARKING - LINE 4"	FOOT	1,595	1.50	$2,392.50	1.35	$2,153.25	$3.00	$4,785.00	1.50	$2,392.50	$1.58	$2,520.10	$6.00	$9,570.00	$ 6.00	$9,570.00
29	THPL PAVEMENT MARKING - LINE 12"	FOOT	220	7.70	$1,694.00	7.00	$1,540.00	$4.75	$1,045.00	7.75	$1,705.00	$4.73	$1,040.60	$25.00	$5,500.00	$ 12.00	$2,640.00
30	THPL PAVEMENT MARKING - LINE 24"	FOOT	76	13.00	$988.00	11.00	$836.00	$8.25	$627.00	12.00	$912.00	$9.71	$737.96	$39.00	$2,964.00	$ 20.00	$1,520.00
31	SODDING (SPECIAL)	SQ YD	1,506	16.50	$24,849.00	14.00	$21,084.00	$25.00	$37,650.00	17.00	$25,602.00	$15.75	$23,719.50	$22.00	$33,132.00	$ 24.00	$36,144.00
32	TREE ROOT PRUNING	FOOT	600	11.00	$6,600.00	20.00	$12,000.00	$5.00	$3,000.00	1.00	$600.00	$7.00	$4,200.00	$10.00	$6,000.00	$ 20.00	$12,000.00
33	DRAIN CONNECTIONS	EACH	6	1,350.00	$8,100.00	809.00	$4,854.00	$850.00	$5,100.00	4,000.00	$24,000.00	$849.45	$5,096.70	$4,000.00	$24,000.00	$ 500.00	$3,000.00
34	MOBILIZATION	LSUM	1	18,000.00	$18,000.00	62,918.32	$62,918.32	$92,949.99	$92,949.99	51,500.00	$51,500.00	$11,000.00	$11,000.00	$80,000.00	$80,000.00	$ 26,000.00	$26,000.00
35	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	12,000.00	$12,000.00	15,000.00	$15,000.00	$10,000.00	$10,000.00	29,000.00	$29,000.00	$10,500.00	$10,500.00	$30,000.00	$30,000.00	$ 15,000.00	$15,000.00
36	CONSTRUCTION LAYOUT	LSUM	1	8,000.00	$8,000.00	5,000.00	$5,000.00	$3,500.00	$3,500.00	6,800.00	$6,800.00	$5,250.00	$5,250.00	$12,000.00	$12,000.00	$ 1,000.00	$1,000.00
				TOTAL BASE	**$ 791,282.23**	**TOTAL BASE**	**$ 818,761.08**	**TOTAL BASE**	**$850,000.00**	**TOTAL BASE**	**$ 858,675.61**	**TOTAL BASE**	**$859,407.34**	**TOTAL BASE**	**$940,008.76**	**TOTAL BASE**	**$901,018.60**
Unit Price - Bid Alternates																	
1	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	57	8.00	$456.00	30.00	$1,710.00	$10.00	$570.00	15.50	$883.50	$7.00	$399.00	$8.00	$456.00	$ 25.00	$1,425.00
2	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	7,957	1.90	$15,118.30	3.50	$27,849.50	$2.50	$19,892.50	4.00	$31,828.00	$2.50	$19,892.50	$3.00	$23,871.00	$ 5.00	$39,785.00
3	BITUMINOUS MATERIALS (PRIME COAT)	POUNDS	21,485	0.30	$6,445.50	0.01	$214.85	$0.01	$214.85	0.01	$214.85	$0.20	$4,297.00	$0.01	$214.85	$ 0.10	$2,148.50
4	HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 3/4"	TON	350	120.00	$42,000.00	113.00	$39,550.00	$100.00	$35,000.00	140.00	$49,000.00	$120.00	$42,000.00	$125.00	$43,750.00	$ 120.00	$42,000.00
5	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 1 1/2"	TON	680	94.00	$63,920.00	94.00	$63,920.00	$100.00	$68,000.00	110.00	$74,800.00	$90.00	$61,200.00	$95.00	$64,600.00	$ 125.00	$85,000.00
6	CLASS "D" PATCHES, 6"	SQ YD	803	46.00	$36,938.00	42.00	$33,726.00	$42.00	$33,726.00	45.00	$36,135.00	$80.00	$64,240.00	$65.00	$52,195.00	$ 70.00	$56,210.00
7	CURB REMOVAL	FOOT	50	11.00	$550.00	10.00	$500.00	$10.00	$500.00	6.00	$300.00	$8.93	$446.50	$8.00	$400.00	$ 8.00	$400.00
8	CONCRETE CURB, TYPE B	FOOT	50	38.50	$1,925.00	35.00	$1,750.00	$47.25	$2,362.50	35.00	$1,750.00	$42.00	$2,100.00	$40.00	$2,000.00	$ 30.00	$1,500.00
9	COMB. CURB & GUTTER REMOVAL	FOOT	328	8.80	$2,886.40	8.00	$2,624.00	$4.50	$1,476.00	6.00	$1,968.00	$7.35	$2,410.80	$6.00	$1,968.00	$ 8.00	$2,624.00
10	COMB. CURB & GUTTER B6.12	FOOT	328	35.20	$11,545.60	32.00	$10,496.00	$40.50	$13,284.00	34.00	$11,152.00	$34.65	$11,365.20	$33.00	$10,824.00	$ 30.00	$9,840.00
11	SIDEWALK REMOVAL	SQ FT	750	1.93	$1,447.50	1.75	$1,312.50	$1.25	$937.50	1.60	$1,200.00	$2.63	$1,972.50	$2.00	$1,500.00	$ 4.00	$3,000.00
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	750	8.25	$6,187.50	7.50	$5,625.00	$10.25	$7,687.50	8.25	$6,187.50	$10.50	$7,875.00	$10.00	$7,500.00	$ 15.00	$11,250.00
13	BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQ FT	60	15.00	$900.00	25.00	$1,500.00	$25.00	$1,500.00	13.25	$795.00	$12.60	$756.00	$30.00	$1,800.00	$ 40.00	$2,400.00
14	DETECTABLE WARNING	SQ FT	64	38.50	$2,464.00	35.00	$2,240.00	$42.00	$2,688.00	25.00	$1,600.00	$52.50	$3,360.00	$40.00	$2,560.00	$ 40.00	$2,560.00
15	INLET FILTERS	EACH	15	165.00	$2,475.00	282.00	$4,230.00	$300.00	$4,500.00	15.00	$225.00	$296.10	$4,441.50	$190.00	$2,850.00	$ 185.00	$2,775.00
16	FRAMES AND LIDS TO BE ADJUSTED	EACH	11	950.00	$10,450.00	855.00	$9,405.00	$900.00	$9,900.00	675.00	$7,425.00	$897.75	$9,875.25	$650.00	$7,150.00	$ 290.00	$3,190.00
17	FRAMES AND LIDS TO BE REPLACED	EACH	2	650.00	$1,300.00	802.00	$1,604.00	$850.00	$1,700.00	575.00	$1,150.00	$842.10	$1,684.20	$700.00	$1,400.00	$ 500.00	$1,000.00
18	DRIVEWAY PAVEMENT REMOVAL	SQ YD	96	16.50	$1,584.00	20.00	$1,920.00	$10.00	$960.00	17.00	$1,632.00	$31.50	$3,024.00	$18.00	$1,728.00	$ 20.00	$1,920.00
19	PCC DRIVEWAY PAVEMENT, 6 INCH SPECIAL	SQ YD	96	77.00	$7,392.00	70.00	$6,720.00	$90.00	$8,640.00	85.00	$8,160.00	$115.50	$11,088.00	$105.00	$10,080.00	$ 90.00	$8,640.00
20	THPL PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	37	10.00	$370.00	9.00	$333.00	$7.00	$259.00	10.00	$370.00	$9.71	$359.27	$25.00	$925.00	$ 22.00	$814.00

21	THPL PAVEMENT MARKING - LINE 4"	FOOT	2,825	1.50	$4,237.50	1.35	$3,813.75	$3.00	$8,475.00	1.50	$4,237.50	$1.58	$4,463.50	$6.00	$16,950.00	$ 6.00	$16,950.00
22	THPL PAVEMENT MARKING - LINE 12"	FOOT	108	7.70	$831.60	7.00	$756.00	$4.75	$513.00	7.75	$837.00	$4.73	$510.84	$25.00	$2,700.00	$ 12.00	$1,296.00
23	THPL PAVEMENT MARKING - LINE 24"	FOOT	28	13.00	$364.00	11.00	$308.00	$8.25	$231.00	12.00	$336.00	$9.71	$271.88	$39.00	$1,092.00	$ 20.00	$560.00
24	SODDING (SPECIAL)	SQ YD	111	16.50	$1,831.50	14.00	$1,554.00	$25.00	$2,775.00	17.00	$1,887.00	$15.75	$1,748.25	$22.00	$2,442.00	$ 24.00	$2,664.00
				TOTAL ADD ALT.	**$223,619.40**	**TOTAL ADD ALT.**	**$223,661.60**	**TOTAL ADD ALT.**	**$225,791.85**	**TOTAL ADD ALT.**	**$244,073.35**	**TOTAL ADD ALT.**	**$259,781.19**	**TOTAL ADD ALT.**	**$260,955.85**	**TOTAL ADD ALT.**	**$299,951.50**
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$ 1,014,901.63**	**TOTAL AS READ**	**$ 1,042,422.68**	**TOTAL AS READ**	**$1,075,791.85**	**TOTAL AS READ**	**$ 1,102,748.96**	**TOTAL AS READ**	**$1,119,188.53**	**TOTAL AS READ**	**$1,200,964.61**		**$1,200,970.10**
				Difference =													
Total Bid with Bid Alternate -AS BID																	
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**	**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

SCHROEDER ASPHALT SERVICES, INC.

FOR

2023 RESURFACING PROGRAM

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

SCHROEDER ASPHALT SERVICES, INC.

FOR

2023 RESURFACING PROGRAM

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and INSERT, ADDRESS, CITY, STATE ZIP ("Contractor"), make this Contract as of the 2nd day of May, 2023, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents and specifications, the works consists of construction of HMA Milling and Resurfacing, PCC Sidewalk, Detectable Warning, Removal and Replacement of CCC&G, Restoration, and any incidental work necessary to complete this work.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within N/A Calendar Days. The Work shall be completed no later than July 14, 2023.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any

submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed $878,000 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the Contractor's bid proposal.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the

guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

with a copy to:

Klein, Thorpe, & Jenkins, Ltd.
Attn: Michael Marrs
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: _____

Title: _____

VILLAGE OF HINSDALE

By: _____
Kathleen Gargano
Village Manager

Attest/Witness

By: _____

Title: _____

SCHROEDER ASPHALT SERVICES, INC.

By: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2023.

Attest/Witness: SCHROEDER ASPHALT SERVICES, INC.

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to before me this ____ day of _____, 2023.

My Commission Expires: _____

_____ [SEAL]

Community Development

AGENDA SECTION:	First Reading – ZPS
SUBJECT:	Normandy Remodeling - Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the approved site plan and building elevations located at 222 E. Ogden Avenue in the B-3 General Business District - Case A-12-2023
MEETING DATE:	April 18, 2023
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Major Adjustment to the Exterior Appearance and Site Plan for Changes to an Existing One-Story Building and Surrounding Property – Normandy Remodeling – 222 E. Ogden Avenue; **or**

Refer the request for a Major Adjustment to the Exterior Appearance and Site Plan Review for Changes to the Site Plan and Building Elevations for Normandy Remodeling at 222 E. Ogden Avenue to the Plan Commission for further hearing and review

Project Overview

Applicant: Normandy Remodeling

Address: 222 E. Ogden Avenue (PIN: 09-01-209-003)

Size of Subject Property: 1.35 acres (58,893.6 square feet)

Existing Zoning & Land Use: B-3 General Business District – Vacant / Former medical office

Surrounding Zoning & Land Use:

- North: O-3 General Office District – (across Ogden Avenue) Multi-tenant office buildings
- South: B-1 Community Business District – Gateway Square shopping center; B-3 General Business District – Parking lot for the multi-tenant building at 230 E. Ogden Avenue
- East: B-3 Central Business District – Multi-tenant building with medical office uses and a physical fitness facility (230 E. Ogden Avenue)
- West: B-3 Central Business District – Gas station / convenience store

Required Approvals: Major Adjustment to an Exterior Appearance / Site Plan Review (Section 11-604(I) of the Zoning Code)

Background

Normandy Remodeling intends to relocate from 440 E. Ogden Avenue to the subject property. The proposed building contractor offices and showroom are permitted in the B-3 District. The existing building was formerly used for medical offices and has been vacant for several years.

On June 14, 2022, by Ordinance No. O2022-14, the Village Board approved an Exterior Appearance and Site Plan Review for Normandy Remodeling to allow for various improvements, including the construction of an 8,453 square foot rear building addition and changes to exterior façade. The plans also included the construction of a new building entrance consisting of a concrete staircase with

integrated planters, a rear loading space, new landscaped parking lot islands and site landscaping, changes to the configuration and number of parking spaces, relocation of an existing non-conforming monument sign, and a garbage enclosure. Ordinance No. O2022-14 included a condition of approval requiring the applicant to patch, sealcoat, and restripe the parking lot. Select sheets from the original approved plans are included in Exhibit 5. A copy of the entire ordinance is available upon request from the Community Development Department.

The existing 1.35-acre site is non-conforming with respect to several bulk requirements, such as parking lot setbacks and required parking spaces. The site utilizes a one-way circulation pattern where vehicles follow a counterclockwise traffic pattern, with the western curb-cut off of Ogden Avenue serving as the entrance and the eastern curb-cut serving as the exit. There are no changes to the existing one-way circulation on site.

Project Summary

The applicant, Normandy Remodeling, requests approval of a Major Adjustment to an Exterior Appearance and Site Plan Review approved by Ordinance No. O2022-14 to allow for various changes to the site plan and building elevations located at 222 E. Ogden Avenue in the B-3 District.

Proposed changes include a reduction to the size of the rear addition, construction of a rear patio, adjustments to parking lot striping and the location of accessible spaces, the installation of electric vehicle charging stations, modifications to the front entrance and installation of a front accessible entrance ramp, changes to lighting and landscaping, minor changes to rooftop and ground-mounted screening, and changes to building materials and the elevations. The table below provides a summary of the existing conditions, approved site plan by Ordinance No. O2022-14, and the proposed site plan for consideration under the current Major Adjustment request:

	Existing Conditions	Approved Plans (Ord. No. O2022-14)	Proposed Plans
Building Gross Floor Area	25,326.5 square feet	33,780.5 square feet	27,021.7 square feet
Rear Building Addition Gross Floor Area	--	8,453 square feet	1,695 square feet
Rear Yard Setback	96.8 feet	63 feet	81.1 feet
Interior Side Yard Setback from East Lot Line	18.7 feet	16.8 feet	16.8 feet
Lot Coverage	84.7%	84.8%	82.5%
Parking Spaces	65 spaces (7 accessible)	70 spaces (3 accessible)	68 spaces (3 accessible)

Project Details

The following changes are proposed to the site plan and building elevations approved by Ordinance No. O2022-14:

Rear Building Addition – The applicant is proposing to reduce the size of the one-story rear addition along the south side of the building from 8,453 square feet to 1,695 square feet. Due to an increase in remote work, Normandy Remodeling determined that the original addition was larger than what they needed and therefore has scaled back the size. The proposed addition is one-story tall and includes a basement. A landscaped patio area will be constructed in the location where the original addition was proposed.

With the construction of the smaller rear addition, the overall size of the building including the basement will increase from 25,326.5 square feet to 27,021.7 square feet, less than previously proposed with the larger addition at 33,780.5 square feet. The proposed floor area ratio (FAR) of 0.34 is under the maximum allowed FAR of 0.5 in the B-3 District. The addition will extend about 33 feet to the south of the building, reducing the rear yard setback from 96.8 feet to 81.1 feet. As proposed, the addition conforms to the rear and interior side yard setback requirements in the B-3 District.

Front Entrance Ramp and Stair Case - The existing entrance portico, ramp, and staircase on the north side of the building will be removed and replaced with a new concrete staircase and accessible ramp leading to the newly constructed modern building entrance. Under the revised plans, a new accessible ramp will be installed to service the adjacent accessible parking spaces to the north of the building. A slightly different design is proposed to the stairs, where the integrated planters have been replaced with illuminated metal handrails.

Parking - The site currently contains 65 usable parking spaces, seven (7) of which are accessible. The site is non-conforming due to an existing parking deficiency and setbacks. In accordance with Section 9-104(J), one (1) parking space is required for each 275 square feet of net floor area for business and professional office uses where the gross square footage of the building is 10,001 to 50,000 square feet.

A total of 68 parking spaces will be provided on site, three (3) of which are accessible spaces. The number of usable parking spaces will increase from 65 to 68 as a result of restriping and reconfiguring accessible spaces. With the proposed rear addition, 69 parking spaces are required on site. However, Section 9-104(D)(1) of the Zoning Code provides an exception for parking requirements for minor building additions, stating that additional parking is not required if the increase to the net floor area used to calculate parking requirements remains under 10%. With the proposed building addition, a 5.7% increase to the net floor area is proposed, which is under the 10% threshold. Therefore, additional parking spaces do not need to be provided on site. The applicant will be required to patch, sealcoat, and restripe the parking lot, as required by Ordinance No. O2022-14.

In the original approval by Ordinance No. O2022-14, 70 parking spaces were proposed and all accessible spaces were located to the south of the building. Under the revised plans, the applicant is proposing to locate two (2) accessible spaces on the north side of the building and only one (1) accessible space on the south side of the building. The existing bollards and electrical equipment blocking two (2) spaces on the west side of the building will no longer be relocated and the area around the equipment will be striped. Additionally, the applicant is proposing to install one (1) electric vehicle charging station now and four (4) stations in the future in the parking bay on the west side of the building.

Loading Space - There are no changes proposed to the loading area proposed at the rear of the building. The space has been designed to accommodate a panel truck measuring 10 feet wide and 30 feet long with a clearance height of 15 feet to meet the code requirements listed in Section 9-105.

Parking Lot Landscape Islands - Five (5) new landscaped parking lot islands will be installed, which were originally approved under Ordinance No. O2022-14. Along the north front property line, three (3) landscape islands are proposed around parking stalls. Along the west interior lot line, a landscape island is proposed in two (2) non-compliant parking spaces where existing utility poles are currently located. An additional landscaped area is proposed on the east side of the building near the reconfigured loading space area. The impervious surface area will be reduced by about 1,303 square feet, decreasing lot coverage to 82.5%, which is below the existing 84.7% and the maximum 90% allowed in the B-3 District.

Signage - There are no changes to conceptual signage. The existing non-conforming monument sign at the northwest corner of the site will be removed. A new monument sign will be installed in the landscape island on the opposite side of the west driveway curb-cut that meets setback requirements. At this time, the applicant has not provided details on the new monument sign or permanent building signs, which will require future approval of a Sign Permit Review by the Plan Commission.

Landscaping - The applicant has provided a landscape plan for review. Minor changes are proposed that reflect the modifications to the site plan and reduction to the size of the rear addition. A patio, sidewalk, grass, and landscaped beds will be installed at the rear of the building where the original addition was proposed.

Dumpster Enclosure / Screening - The applicant intends to construct a new enclosure at the southwest corner of the site within two (2) existing parking spaces. Minor changes are proposed that slightly increase the footprint of the enclosure and the fence height. The enclosure will be constructed of white composite wood instead of cedar. On the west side of the building, fencing to screen ground-mounted mechanical equipment is no longer required as the units are not necessary for the smaller building size. A new sidewalk will be installed and the exterior stairs to the basement level are to remain.

For the rooftop mechanical units, two (2) separate screened areas were originally approved by Ordinance No. O2022-14. As shown on the revised plans, only (1) screened area is needed to accommodate the smaller building addition. Rooftop equipment will be screened with corrugated, prefinished metal panels measuring seven (7) feet nine (9) inches in height and painted white to match the building. The panels must be opaque and fully screen the height of the rooftop units.

Lighting - Minor changes are proposed to the wall-mounted LED lights on the building. Additionally, ground-mounted LED bollard lights are proposed to provide illumination around the rear patio area and parking for staff leaving the building at night. The applicant has provided a revised photometric plan and images of the light fixtures to be installed on the building and site. As proposed, the photometric plan is code compliant. There are no residential properties directly adjacent to the site and there will be zero (0) foot candles along the south property line, closest to the nearest residential properties.

Building Elevations - The existing one-story tall building features Colonial architectural elements with a mansard roof. The applicant is proposing to modernize the building through various changes to the façade, which include painting the existing brick white, installing new black asphalt shingles on the roof, replacing the existing front gabled portico with a new modern entrance feature, installing new windows and a front entrance door, and constructing a rear addition.

Overall, the revisions to the elevations are in keeping with the general architectural style of the building approved by Ordinance No. O2022-14 and largely reflect the reduction to the size of the rear addition and minor changes to building materials. Changes to the building elevations are summarized below.

- North / Front Elevation - Changes to the front façade include the construction of the concrete accessible ramp with metal railings, changes to the stair railings to incorporate metal down-lit illuminated railings instead of integrated planters, and the installation of windows and light fixtures that have a slightly different design than what was originally approved. The existing gabled colonnade entrance portico will still be removed and replaced with a new modern entrance feature constructed of white horizontal siding, a flat roof, a new entry doorway, and a black standing seam metal canopy. Both wall and ground-mounted LED accent lights will be installed.
- West / Side Elevation - With the reduction to the size of the rear addition, the design and appearance of the side elevation has been modified. The existing white deteriorating fencing will be removed on the west elevation. Minor changes are also proposed to the windows and light fixtures. The cedar

fencing to screen mechanical equipment is no longer necessary as ground-mounted equipment is no longer proposed. The electrical service panels will remain in their existing location in the adjacent parking spaces and will no longer be relocated closer to the building.

- South / Rear Elevation - The primary changes to the rear elevation are a result of the reduction to the size to the rear addition. A smaller addition is proposed that will be constructed of white Hardie Board horizontal siding, a black metal canopy over the entrance doors, a black metal door for the loading area, and black wall-mounted light fixtures. All existing windows will be replaced, four (4) windows will be infilled with masonry to match the existing brick, and one (1) new window opening will be added. The existing building measures 28'-8" in height and the rear addition will measure 23'-1" in height, which is under the 30' maximum height allowed in the B-3 District. The 7'-9" tall rooftop screening panels proposed around the new mechanical equipment are excluded from height calculations in accordance with Zoning Code regulations.
- East / Side Elevation - To match the other elevations, the existing brick will be painted white, new wall-mounted LED light fixtures will be installed, and eight (8) double hung windows will be replaced with new black metal-clad double hung windows. The side elevation of the rear addition utilizes the same design elements on the south and west elevations, including white Hardie Board horizontal siding, black windows, and views of the black metal entrance canopy.

Review Process

In accordance with Section 11-604(I) of the Zoning Code, the Board of Trustees shall approve any changes via the Major Adjustment process that increase the height of buildings, increase the footprint of a building or impervious surface, reduce the number of parking spaces, alter any final grade by more than six (6) inches, amend any Board approved lighting plan, or alter the location of any one structure or group of structures, including fences or screening from the locations shown on the approved plans.

A Major Adjustment shall be granted only upon application to and approval by the Board of Trustees. The Board, by ordinance duly adopted, may grant approval for a Major Adjustment without referral to the Plan Commission upon finding that any changes in the site plan as approved will be consistent with the concept and intent of the previously approved site plan. If the Board determines that a Major Adjustment is not consistent with the concept and intent of the site plan as approved, then the Board shall refer the request to the Plan Commission for further consideration and review in accordance with the procedures listed in Section 11-604(E).

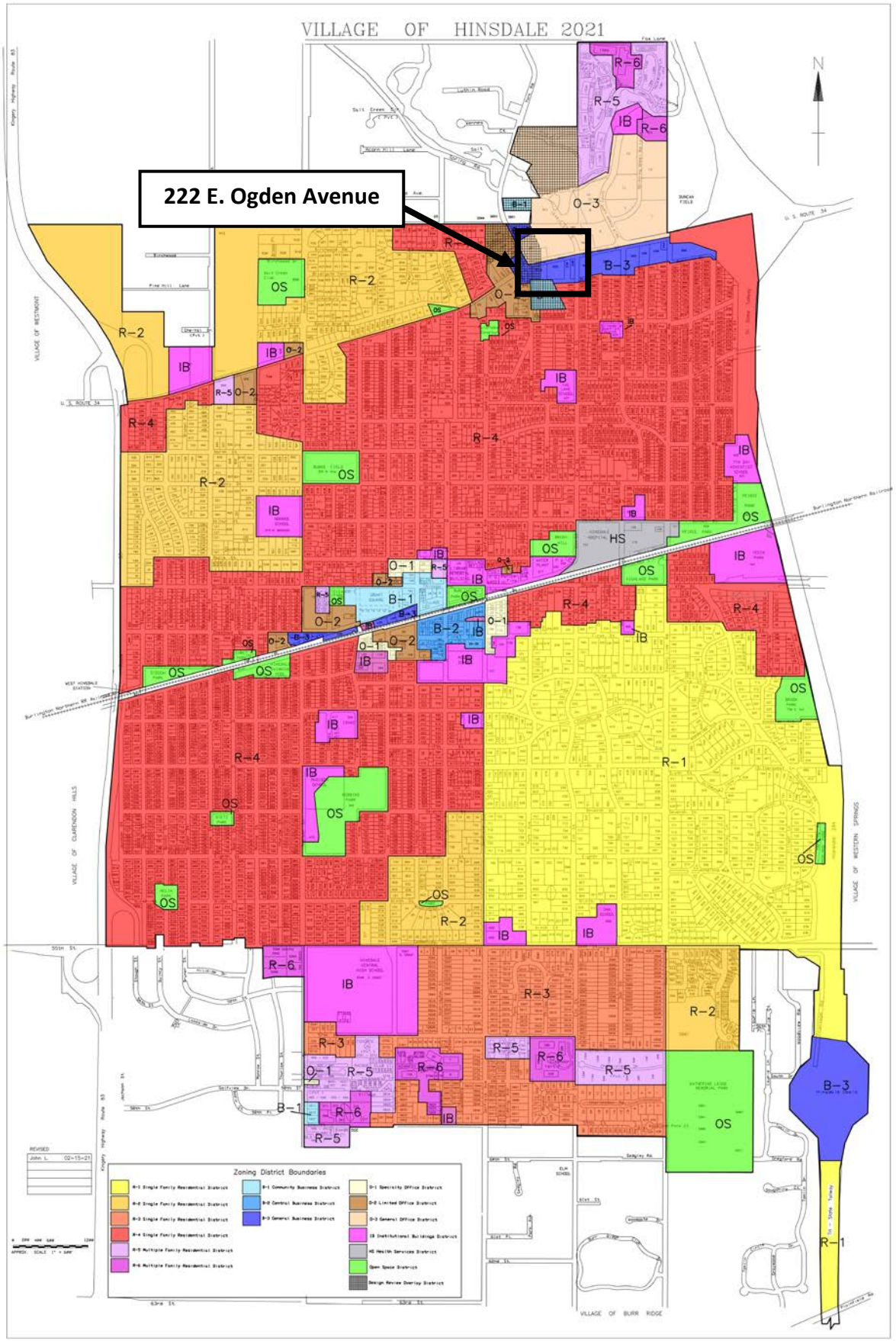
Village Board and/or Committee Action

N/A

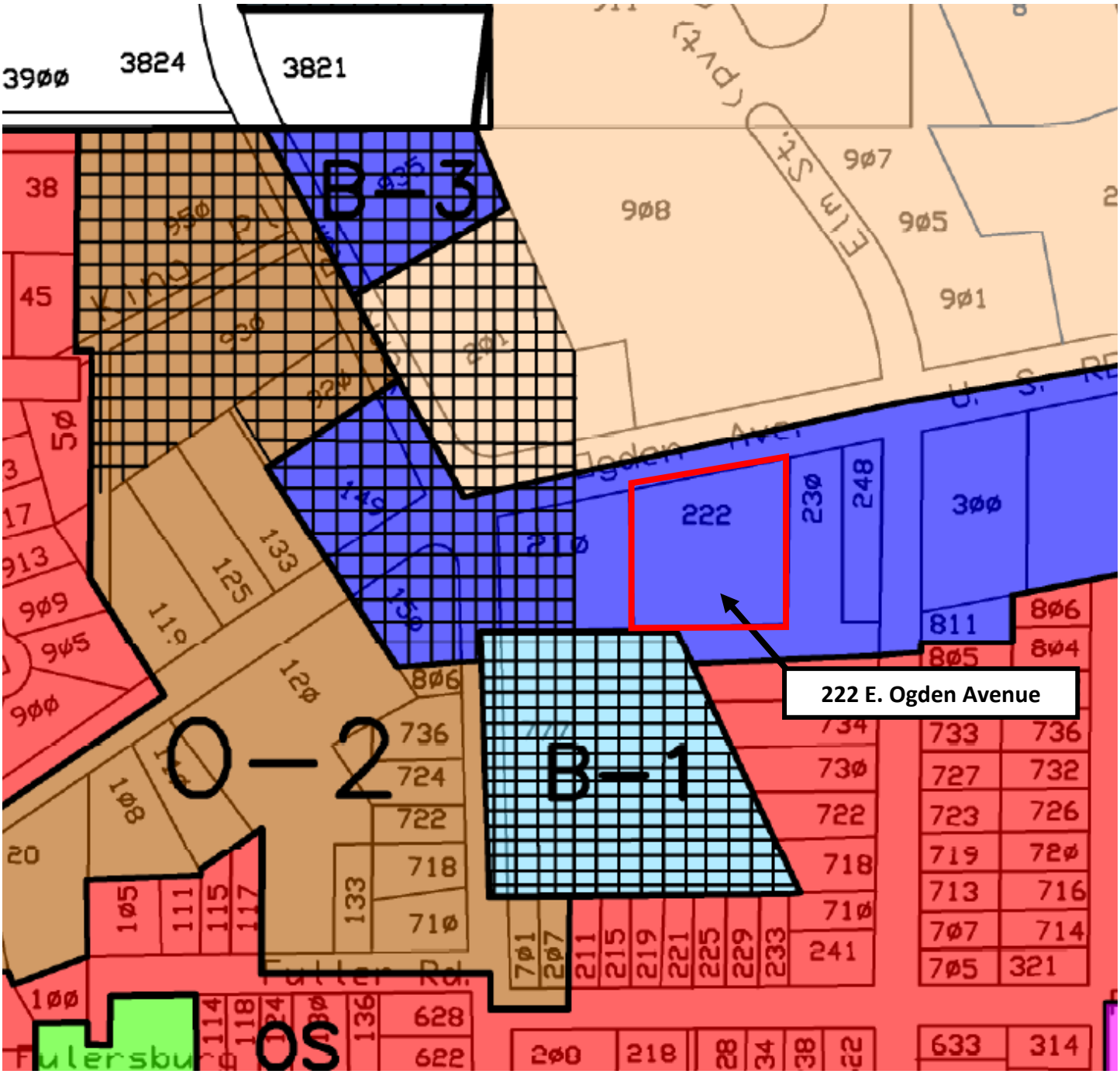
Documents Attached

1. Exhibit 1: Zoning Map and Project Location
2. Exhibit 2: Aerial View
3. Exhibit 3: Birds Eye View
4. Exhibit 4: Street View
5. Exhibit 5: Project Background / Ordinance History [Ordinance Available Upon Request]
6. Draft Ordinance
7. Applications and Exhibits

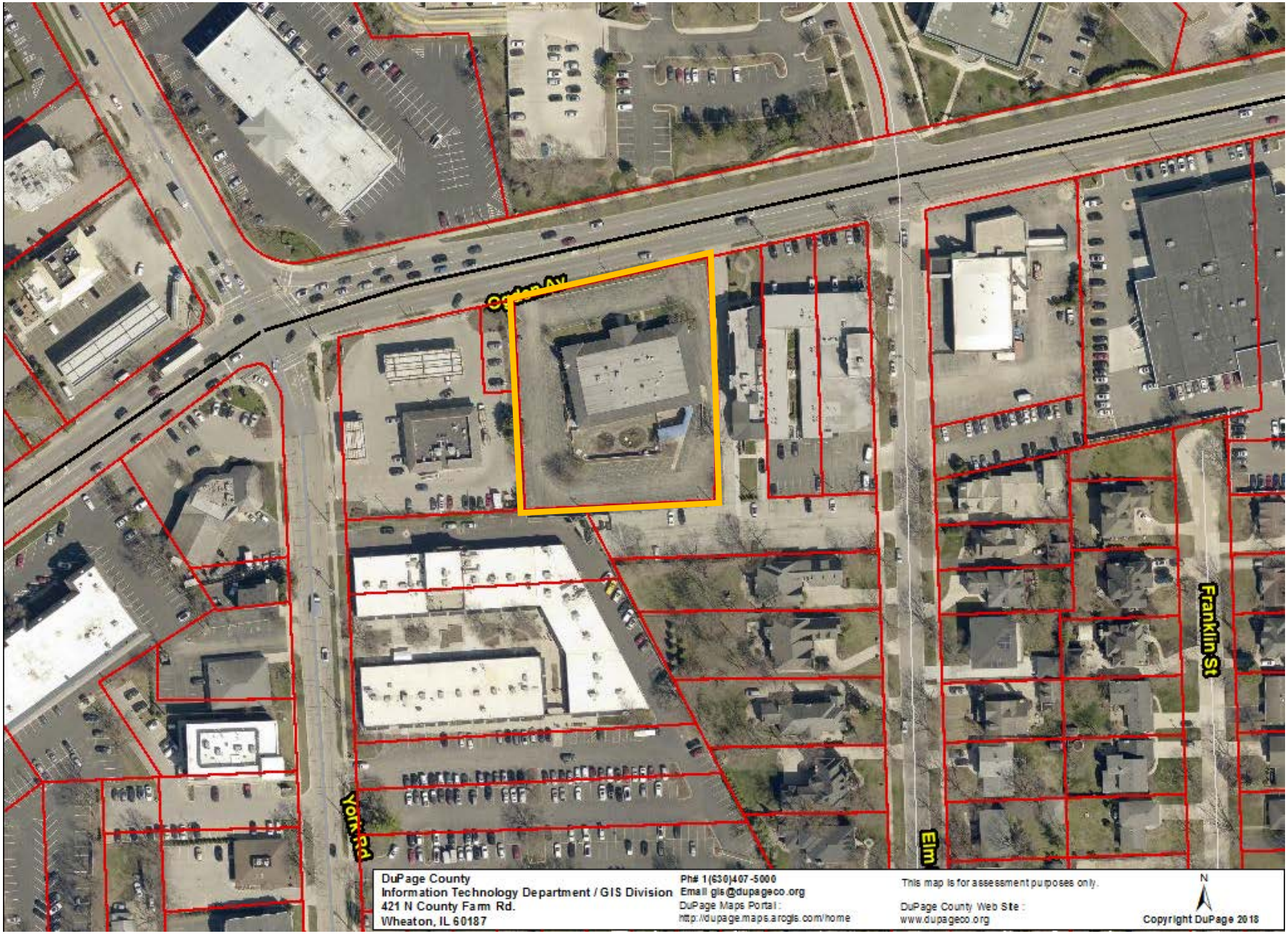
Village of Hinsdale Zoning Map and Project Location



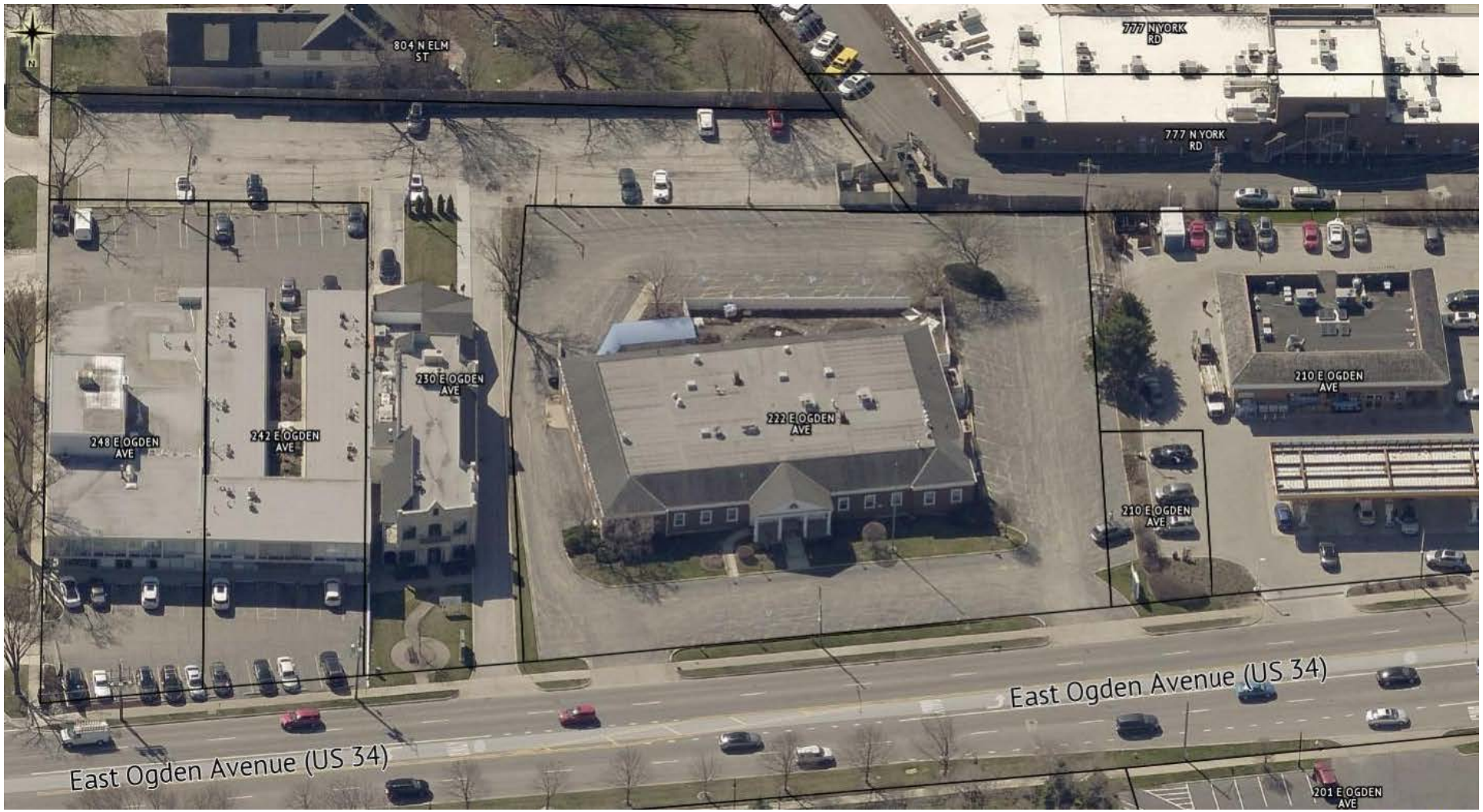
Village of Hinsdale Zoning Map and Project Location



Aerial View – 222 E. Ogden Avenue



Birds Eye View – 222 E. Ogden Avenue



Birds Eye View – 222 E. Ogden Avenue



Street View – 222 E. Ogden Avenue



North

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request



NEW LANDSCAPE ISLAND

NEW LANDSCAPE ISLAND

REMOVE EXISTING MONUMENT SIGN AND PROVIDE A NEW LANDSCAPE ISLAND WITH MONUMENT SIGN

NEW ENTRY FACADE AND GENERAL REFRESH

FULL INTERIOR REMODEL AND STAIRS

REMOVE BOLLARDS AND RELOCATE ELECTRIC (EXISTING PARKING SPACES DO NOT MEET REQUIRED ZONING SIZES)

REPLACE EXISTING SCREENING WITH CEDAR FENCING

CONSTRUCT NEW ADDITION, ADA PARKING AND LOADING SPACE

NEW LANDSCAPE ISLAND (EXISTING PARKING SPACES DO NOT MEET REQUIRED ZONING SIZES)

EXISTING SITE HAS 65 PARKING SPACES INCLUDING 7 HANDICAP SPACES. THE PROPOSED SITE WILL HAVE 70 PARKING SPACES INCLUDING 3 HANDICAP SPACES

NEW STRIPING

NEW DUMPSTER ENCLOSURE

NOTE: SEE PROPOSED SITE PLAN, ELEVATIONS AND MATERIAL BOARD FOR ADDITIONAL INFORMATION

North

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED SITE PLAN

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

EXISTING ASPHALT TO BE RESTRIPED, TOTAL OF SEVENTY (70) PROPOSED PARKING SPACES INCLUDING THREE (3) HANDICAPPED SPACES

NEW ILLUMINATED MONUMENT SIGN AND LANDSCAPING (PENDING DESIGN DEVELOPMENT AND FUTURE SIGN PERMIT SUBMITTAL)

EXISTING FLAG POLE TO REMAIN

NEW LANDSCAPING THROUGHOUT SITE, SEE PLANS BY OTHERS

RELOCATE ELECTRICAL SERVICE AND REMOVE EXISTING BOLLARDS

REPLACE EXISTING SCREENING FENCES WITH NEW CEDAR FENCES (6'-0" HIGH, MAX)

NEW ROOFTOP MECHANICAL UNITS AND SCREENING (EXACT SIZE TO BE DETERMINED)

PAINT EXISTING BRICK (SEE EXTERIOR ELEVATIONS)

EXISTING 1-STORY BUILDING TO BE FULLY REMODELED INSIDE AND OUT

REPLACE EXISTING SCREENING FENCES WITH NEW CEDAR FENCES (6'-0" HIGH, MAX)

NEW ROOFTOP MECHANICAL UNITS WITH CORRUGATED, PREFINISHED METAL SCREENING (EXACT SIZE TO BE DETERMINED)

NEW 1-STORY ADDITION WITH BASEMENT / GROUND FLOOR

10'-0" X 30'-0" LOADING SPACE

NEW 16'-0" W X 16'-0" D X 8'-0" H CEDAR FENCE TRASH ENCLOSURE

EXISTING CEDAR FENCE AT SOUTH LOT LINE



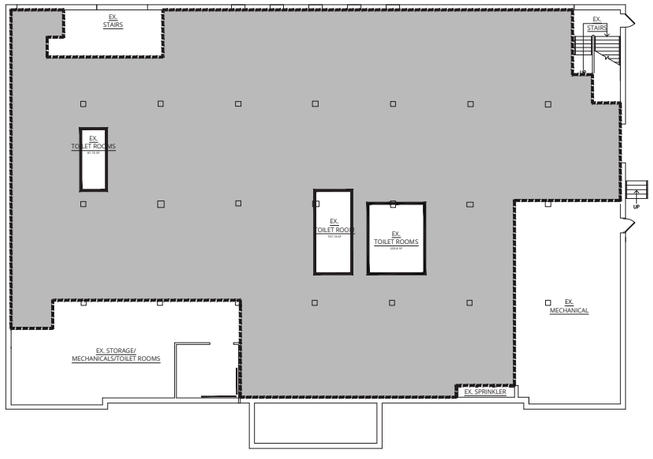
North

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PARKING CALCULATIONS

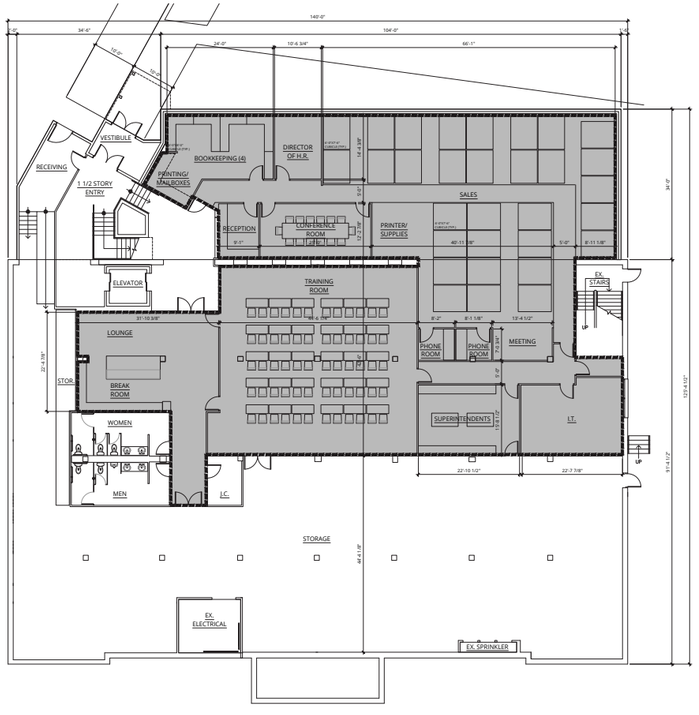
NET BUILDING AREA



EXISTING GROUND FLOOR



EXISTING FIRST FLOOR



PROPOSED GROUND FLOOR



PROPOSED FIRST FLOOR

EXISTING BUILDING

NET AREA (GROUND FLOOR):	8,978.63	SQUARE FEET
NET AREA (FIRST FLOOR):	11,055.71	SQUARE FEET
TOTAL NET AREA:	**20,034.34**	**SQUARE FEET**

PROPOSED ADDITION

NET AREA (GROUND FLOOR):	7,777.00	SQUARE FEET
NET AREA (FIRST FLOOR):	14,177.00	SQUARE FEET
TOTAL NET AREA:	**21,954.00**	**SQUARE FEET**

21,954.00 / 275 = 80 PARKING SPACES REQ.* (SEE EXCEPTION BELOW)

BUILDING AREA INCREASE

TOTAL NET AREA (PROPOSED):	21,954.00	SQUARE FEET
TOTAL NET AREA (EXISTING):	20,034.34	SQUARE FEET
NET AREA DIFFERENCE:	**9.6% INCREASE* < 10%**	

* PER ZONING SECTION 9-104 EXCEPTION D, WE ARE LESS THAN A 10% INCREASE, THEREFORE, NO ADDITIONAL PARKING SPACES ARE REQ.

TOTAL PARKING

EXISTING PARKING SPACES:	65 INCLUDING 7 HANDICAP
PROPOSED PARKING SPACES:	70 INCLUDING 3 HANDICAP

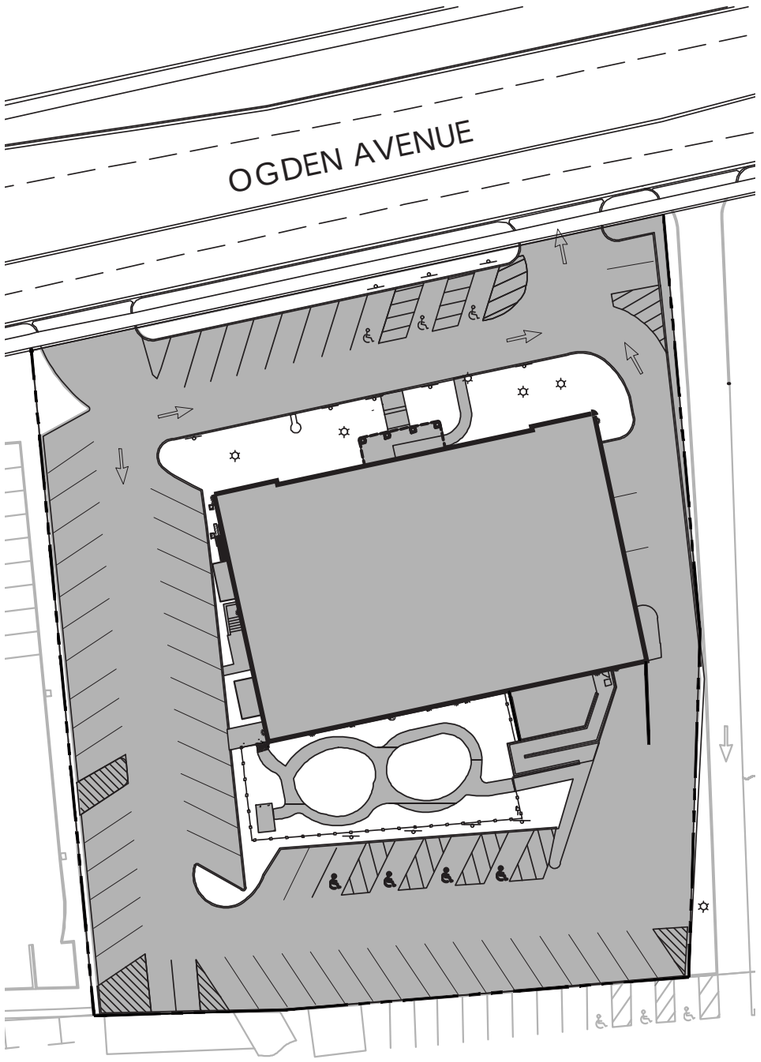
North

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

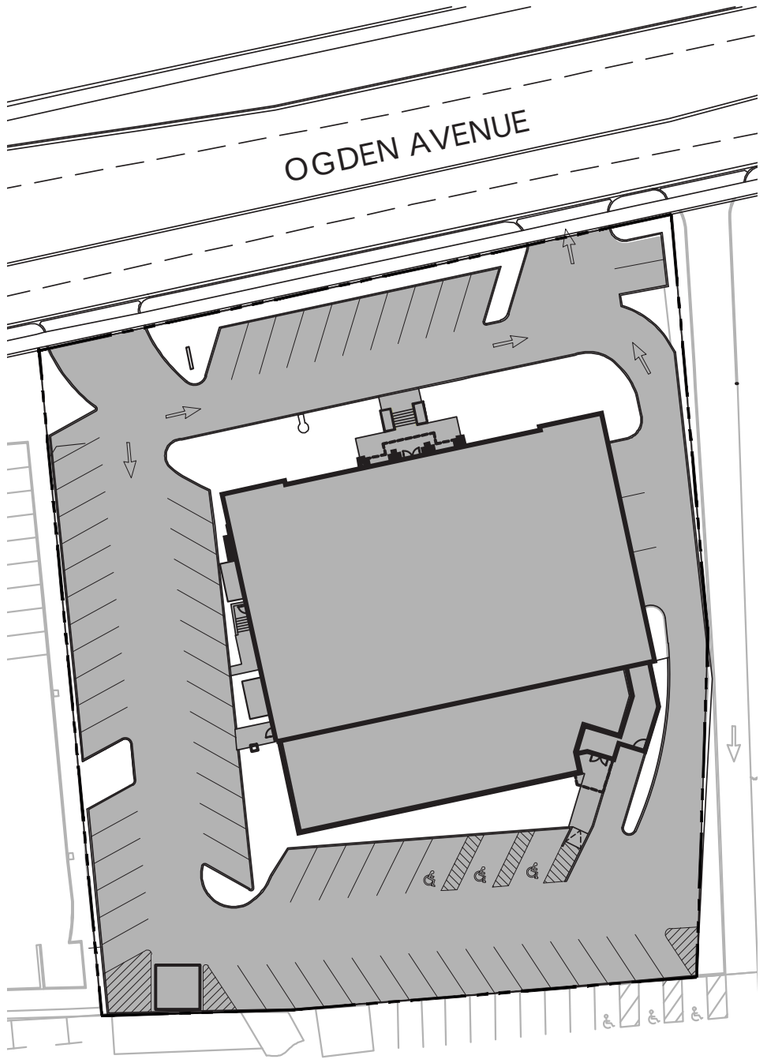
NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

SITE CALCULATIONS

IMPERVIOUS AREA



EXISTING SITE PLAN



PROPOSED SITE PLAN

IMPERVIOUS AREA

EXISTING IMPERVIOUS AREA:	49,862.60	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING LOT COVERAGE:	**84.7% < 90%**	**MAX**
PROPOSED IMPERVIOUS AREA*	49,934.50	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED LOT COVERAGE:	**84.8% < 90%**	**MAX**

* TOTAL IMPERVIOUS AREA IS INCREASING BY 72 SQUARE FEET

FLOOR AREA RATIO (F.A.R.)

EXISTING GROSS SQ. FT. (GROUND):	12,663.25	SQUARE FEET
EXISTING GROSS SQ. FT. (FIRST):	12,663.25	SQUARE FEET
TOTAL EXISTING GROSS SQ. FT.:	**25,326.50**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING FAR:	**43.0% < 50%**	**MAX**
PROPOSED GROSS SQ. FT. (GROUND)*:	16,386.72	SQUARE FEET
PROPOSED GROSS SQ. FT. (S. ENTRY):	711.03	SQUARE FEET
PROPOSED GROSS SQ. FT. (FIRST):	16,682.75	SQUARE FEET
TOTAL PROPOSED GROSS SQ. FT:	**33,780.50**	**SQUARE FEET**
BASEMENT GROSS SQ. FT. ADJUST.*:	-8,193.36	SQUARE FEET
TOTAL GROSS ST. FT. FOR FAR:	**25,587.14**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED FAR:	**43.4% < 50%**	**MAX**

* ASSUMES 50% OF GROUND FLOOR / BASEMENT (AVERAGE CEILING HEIGHT OF 3.5' - 6' ABOVE GRADE PER ORDINANCE, SEE NEXT PAGE)

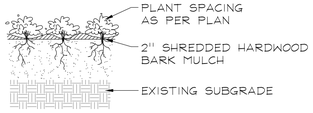


LOCATION MAP

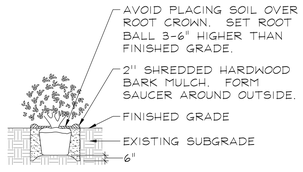
0 150' 300' 600' 900'
SCALE: 1"=300'

NORTH

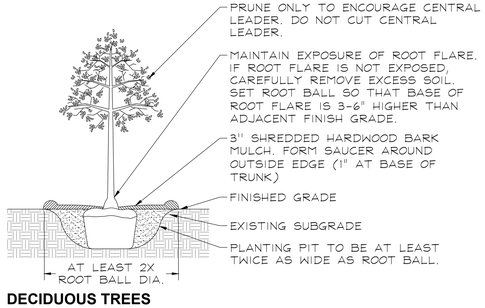
PLANTING DETAILS



PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



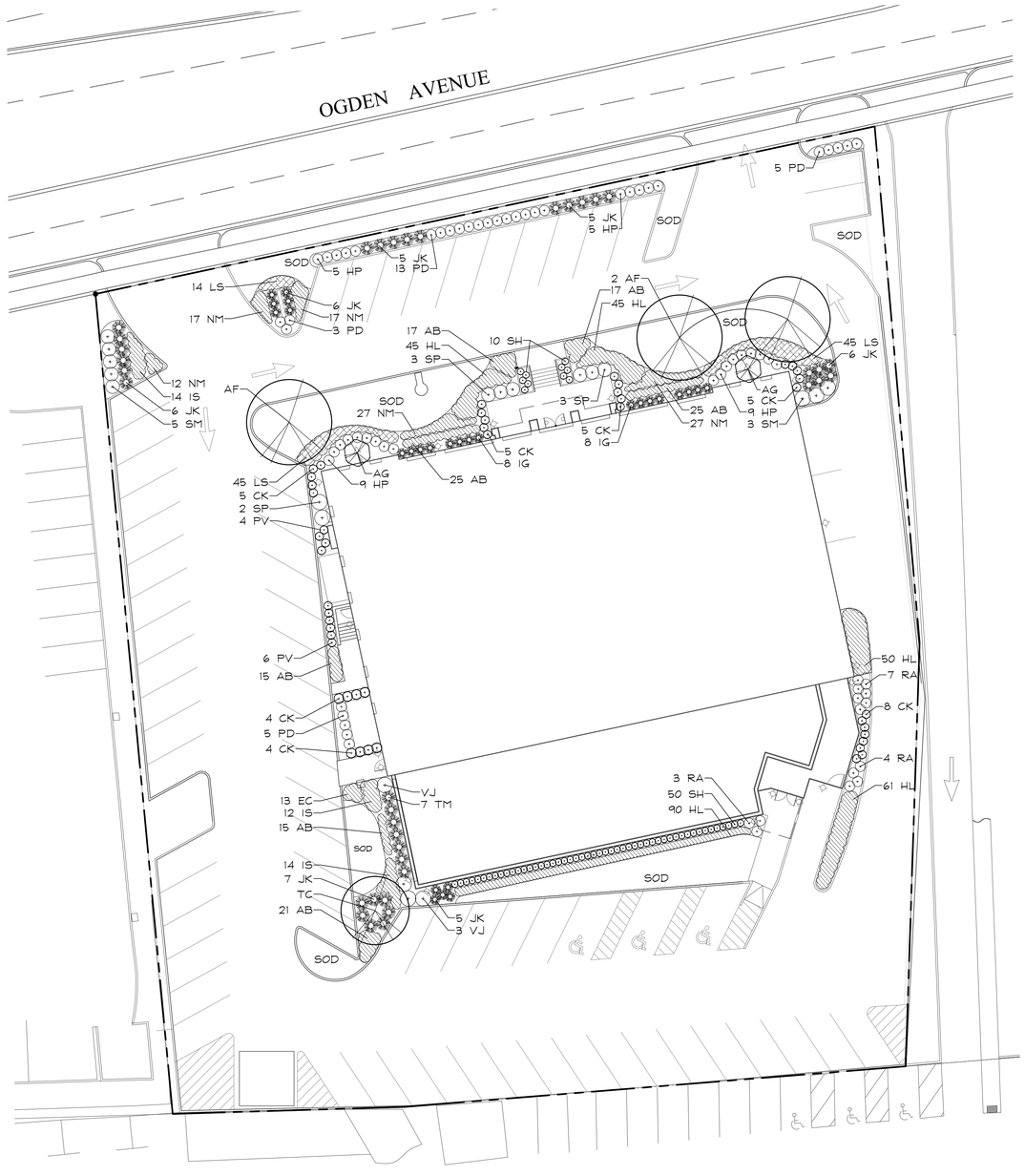
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



DECIDUOUS TREES
NOT TO SCALE

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
		SHADE TREES		
AF	3	Acer x freemanii 'Marmo' MARMO FREEMAN MAPLE	3" Cal.	
TC	1	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	3" Cal.	
		ORNAMENTAL TREES		
AG	2	Amelanchier x grandiflora APPLE SERVICEBERRY	8' Ht.	Multi-Stem
		DECIDUOUS SHRUBS		
HP	28	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
PD	26	Physocarpus opulifolius 'Donna May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
RA	14	Ribes alpinum 'Greenmound' GREENMOUND ALPINE CURRANT	24" Wide	3' O.C.
SM	8	Syringa meyeri 'Palabin' DWARF KOREAN LILAC	24" Tall	4' O.C.
SP	8	Syringa patula 'Miss Kim' MISS KIM LILAC	24" Tall	4' O.C.
VJ	4	Viburnum x juddii JUDD VIBURNUM	36" Tall	4' O.C.
		EVERGREEN SHRUBS		
IG	16	Ilex glabra 'Shamrock' SHAMROCK INKBERRY	24" Wide	3' O.C.
JK	40	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
TM	7	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	36	Calamagrostis x acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PV	10	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
SH	60	Sporobolus heterolepis PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
AB	135	Allium 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
EC	13	Echinacea 'CBG Cone 2' PIXIE MEADOWBRITE CONEFLOWER	#1	18" O.C.
HL	291	Hemerocallis 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	18" O.C.
IS	40	Iris sibirica 'Caesars Brother' CAESAR'S BROTHER SIBERIAN IRIS	#1	24" O.C.
NM	100	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
		GROUNDCOVERS		
LS	104	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
		MISC. MATERIALS		
	27	SHREDDED HARDWOOD MULCH	C.Y.	
	508	SOD	S.Y.	



GENERAL NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See General Conditions and Specifications for landscape work for additional requirements.
8. Contractor to provide alternate pricing to repair existing irrigation and expand to cover proposed landscaping.

0 10' 20' 40' 120'
SCALE: 1"=20'

NORTH

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

Know what's below. Call before you dig.

GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

ARCHITECT
THE INTERIOR DESIGN GROUP LTD.
750 WARRENVILLE ROAD, SUITE 103
LISLE, ILLINOIS 60532

NORMANDY REMODELING

222 E. OGDEN AVENUE
HINSDALE, ILLINOIS

FINAL LANDSCAPE PLAN

2	5.05.2022
1	4.08.2022
REVISIONS	

DATE	3.16.2022
PROJECT NO.	IDG2202
DRAWN	DHS
CHECKED	GFB
SHEET NO.	

1 OF 2

XREFS:
PLOT CONFIG:

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED EXTERIOR ELEVATIONS



NORTH ELEVATION

BLACK STANDING SEAM METAL CANOPY

EXISTING BRICK TO BE PAINTED WHITE

WHITE CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN BEYOND

NEW BACK-LIT BUILDING SIGNAGE (PENDING DESIGN DEVELOPMENT AND FUTURE SIGN PERMIT SUBMITTAL)

EXISTING MANSARD ROOF TO RECIEVE NEW BLACK ARCHITECTURAL ASPHALT SHINGLES

NEW BLACK, PREFINISHED, METAL-CLAD DOUBLE HUNG PELLA WINDOWS REPLACE EXISTING LIGHT WITH NEW GROUND-LEVEL, LOW LUMEN SPOTLIGHTS

NEW BLACK ALUMINUM STOREFRONT WINDOWS

LED ACCENT SCONCE LIGHT

NEW CONCRETE STAIRS AND INTEGRATED PLANTERS



WEST ELEVATION

NEW BLACK, PREFINISHED, METAL-CLAD DOUBLE HUNG PELLA WINDOWS

RELOCATED ELECTRIC SERVICE

WHITE CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN BEYOND

BLACK EXTRUDED ALUMINUM SUNSHADE STRUCTURE

NEW BLACK ALUMINUM RIBBON WINDOWS

LED BUILDING LIGHT

NEW BLACK ALUMINUM GUTTERS (TYPICAL)

LED ACCENT SCONCE LIGHT

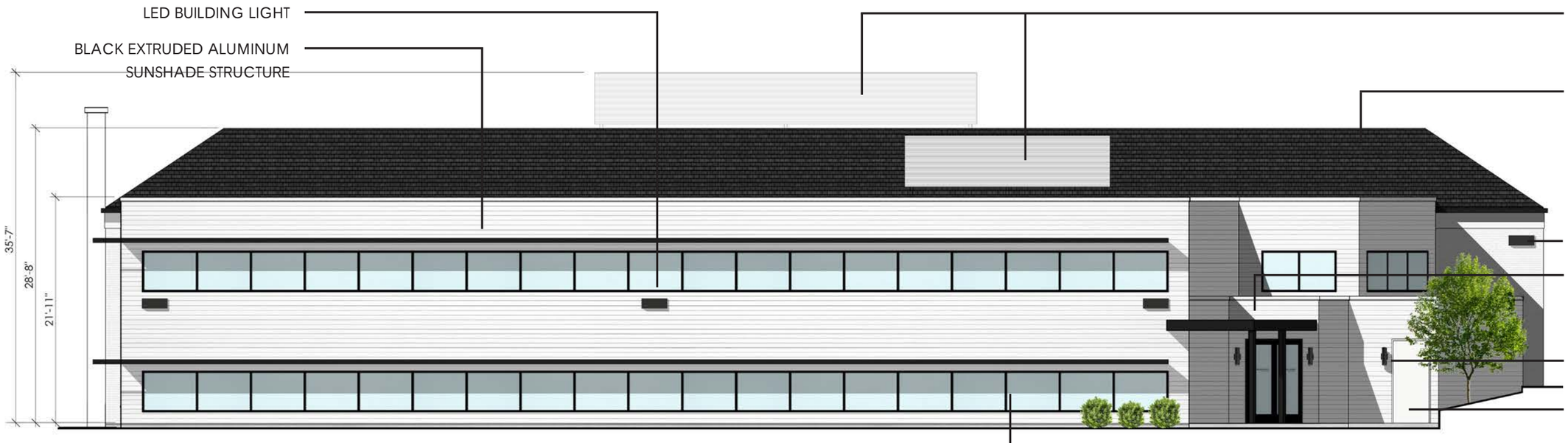
TOP OF FOUNDATION (T.O.F)

CEDAR FENCE EQUIPMENT SCREEN

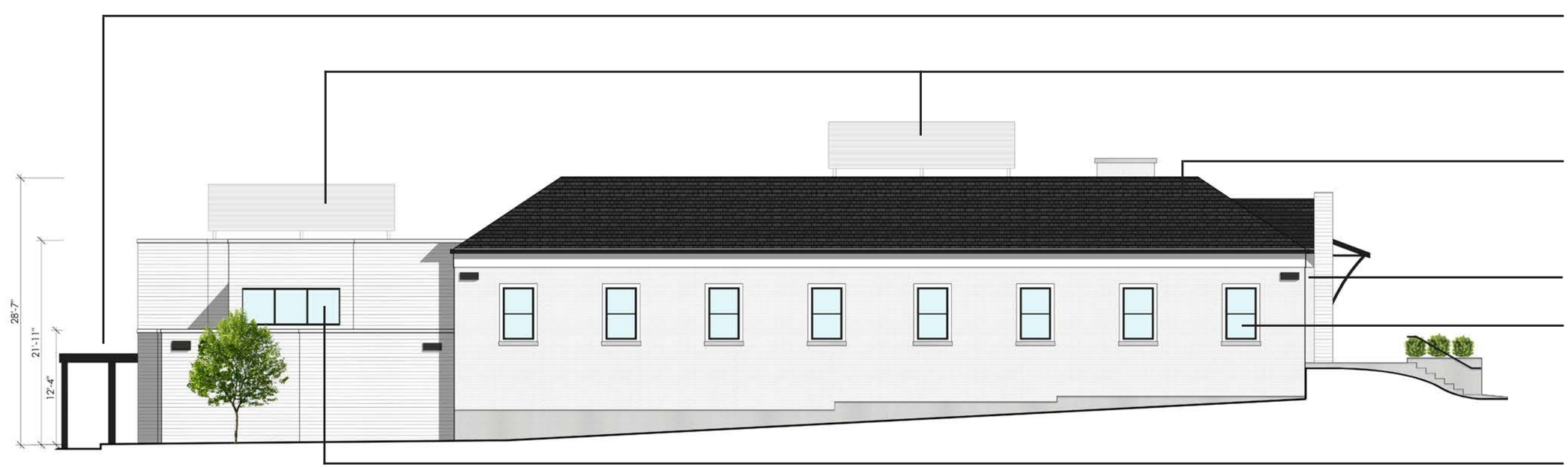
EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED EXTERIOR ELEVATIONS



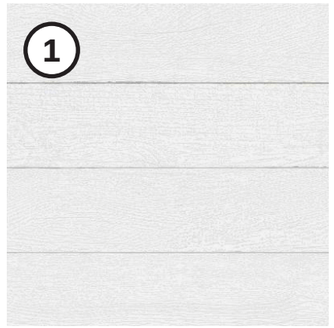
SOUTH ELEVATION



WEST ELEVATION

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED MATERIALS

















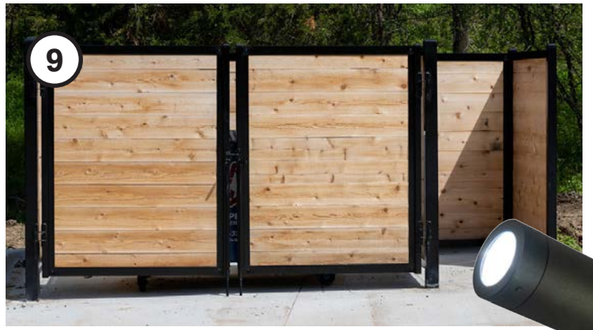






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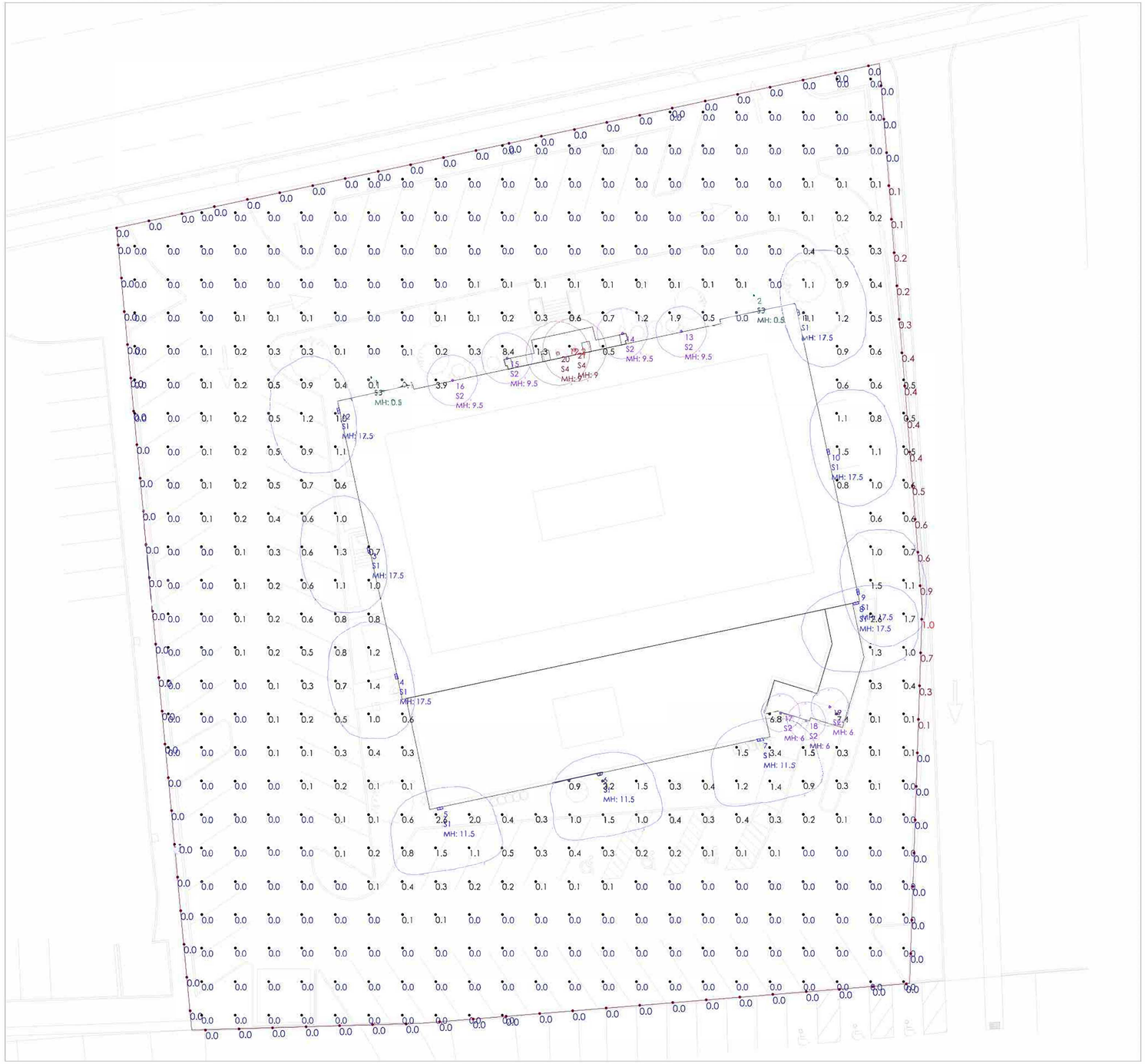
1. WHITE SHIPLAP AT NEW ENTRY
2. CEMENTITIOUS, PRE-FINISHED HARDIE BOARD SIDING AT NEW ADDITION
3. EXISTING BRICK IS TO BE PAINTED WHITE
4. NEW BLACK ARCHITECTURAL ASPHALT SHINGLES
5. NEW BLACK ALUMINUM STOREFRONT WINDOWS & ENTRY DOORS
6. NEW PELLA BLACK METAL-CLAD DOUBLE HUNG WINDOWS
7. BLACK STANDING SEAM METAL CANOPY
8. BLACK EXTRUDED ALUMINUM SUNSHADE STRUCTURE
9. CEDAR FENCE DUMPSTER ENCLOSURE & EQUIPMENT SCREENING
10. CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN
11. EXTERIOR WALL-MOUNTED BUILDING LED LIGHT
12. EXTERIOR WALL-MOUNTED LED ACCENT LIGHT
13. GROUND-LEVEL, LOW LUMEN, DIRECTIONAL LED LIGHT

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.

Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description
	10	S1	Single	1466	1466	13.8	13.8	0.900	LIGMAN	ULEE-30011-14W-T4-W40-X
	7	S2	Single	2440	2440	27.2	27.2	0.900	LIGMAN	UMV-30041-M-M-W40-X
	2	S3	Single	801	801	12	12	0.900	TARGETTI	BLT-RP-X-L2-WF-40K
	2	S4	Single	974	974	10.23	10.23	0.900	LEDRA BRANDS	NU4-RD-SW-13LM-40K-80-HE60-UNV-10V-X-X

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
PROPERTY LINES	Illuminance	Fc	0.07	1.0	0.0	N.A.	N.A.	READINGS @ GRADE
SITE_Planar	Illuminance	Fc	0.35	12.2	0.0	N.A.	N.A.	READINGS @ GRADE

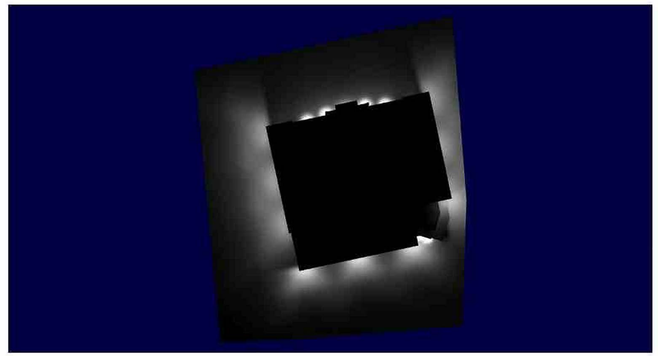


Not to Scale

Luminaire Location Summary

LumNo	Tag (Qty)	Label	Mtg Ht	Orient	Tilt
1	S3 (1)	BLTRPFEL2WF30	0.5	282	-15
2	S3 (1)	BLTRPFEL2WF30	0.5	282	-15
3	S1 (1)	LEW-30011-T4-W40	17.5	192	0
4	S1 (1)	LEW-30011-T4-W40	17.5	192	0
5	S1 (1)	LEW-30011-T4-W40	11.5	282	0
6	S1 (1)	LEW-30011-T4-W40	11.5	282	0
7	S1 (1)	LEW-30011-T4-W40	11.5	282	0
8	S1 (1)	LEW-30011-T4-W40	17.5	282	0
9	S1 (1)	LEW-30011-T4-W40	17.5	12	0
10	S1 (1)	LEW-30011-T4-W40	17.5	12	0
11	S1 (1)	LEW-30011-T4-W40	17.5	12	0
12	S1 (1)	LEW-30011-T4-W40	17.5	192	0
13	S2 (1)	MV-30041-M-W40	9.5	102	0
14	S2 (1)	MV-30041-M-W40	9.5	102	0
15	S2 (1)	MV-30041-M-W40	9.5	102	0
16	S2 (1)	MV-30041-M-W40	9.5	102	0
17	S2 (1)	MV-30041-M-W40	6	252	0
18	S2 (1)	MV-30041-M-W40	6	252	0
19	S2 (1)	MV-30041-M-W40	6	252	0
20	S4 (1)	NU4-RD-SW-13LM-30K-80-HE60-12	9	102	0
21	S4 (1)	NU4-RD-SW-13LM-30K-80-HE60-12	9	102	0

EXHIBIT 5: Approved Plan Sheets from Ordinance No. O2022-14 - Entire Ordinance Available Upon Request



Render images are not to scale and are provided solely to illustrate contrast.

NOTES
PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.
ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.
THIS AN ALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.
FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.
FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.
CALCULATION GRID VALUES 10'-0" O.C.

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	
SIMPLIFIED RECOMMENDATIONS BASED ON IES 'THE LIGHTING HANDBOOK' 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.						

PG enlighten

DRAWN BY:
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847.228.1199

PG CONTACT:
Brady Schenkel
Brady.Schenkel@pg-enlighten.com
847.228.1199

REVISIONS
1
2
3

PROJECT NAME:
NORMANDY REMODELING, 222 E OGDEN AVE, HINSDALE, IL

CLIENT NAME:
IDG, Ltd.

Date:3/29/2022

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO THE EXTERIOR APPEARANCE AND SITE PLAN FOR CHANGES TO AN EXISTING ONE-STORY BUILDING AND SURROUNDING PROPERTY – NORMANDY REMODELING – 222 E. OGDEN AVENUE

WHEREAS, the Village has previously, through adoption of Ordinance No. O2022-14 (the "Previously Approved Ordinance"), given Exterior Appearance and Site Plan approval for changes to the existing one-story building and the surrounding property at 222 E. Ogden Avenue (the "Subject Property"). The Subject Property is located in the B-3 General Business District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Previously Approved Ordinance allowed property owner, Normandy Remodeling (the "Applicant"), to make various site plan improvements, including the construction of an 8,453 square foot rear building addition and changes to exterior façade of the existing one-story building. The plan also included the construction of a new building entrance consisting of a new concrete staircase with integrated planters, a loading space at the rear of the building, new landscaped parking lot islands and site landscaping, changes to the configuration and number of parking spaces, relocation of an existing non-conforming monument sign, and a garbage enclosure to the southwest corner of the site. Various conditions were attached to the approvals, including a requirement that the Applicant patch, sealcoat and restripe the parking lot; and

WHEREAS, the Village has now received an application (the "Application") from the Applicant for a Major Adjustment to the Exterior Appearance and Site Plan for the Subject Property. Changes sought include a reduction to the size of the rear addition, construction of a rear patio, adjustments to parking lot striping and the location of accessible spaces, the installation of electric vehicle charging stations, modifications to the front entrance and installation of a front accessible entrance ramp, changes to lighting and landscaping, changes to rooftop and ground-mounted screening, and changes to building materials and the elevations (collectively, the "Proposed Modifications"); and

WHEREAS, the Proposed Modifications are indicated in the plans from the Applicant attached hereto as **Group Exhibit B** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Modifications, and all of the materials, facts and circumstances affecting the Application and Proposed Modifications, and find the Application and Proposed Modifications to be in substantial conformity with the previously approved Ordinance and plans, and that the standards set forth in Section 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, have been met, subject to the conditions specified below.

NOW, **THEREFORE**, **BE IT ORDAINED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 222 E. Ogden Avenue in the form of the Proposed Modifications as depicted in the revised plans attached hereto as **Group Exhibit B** and made a part hereof. Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Site Plan and Exterior Appearance Plans previously approved are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions precedent to such work in this Ordinance and the Previously Approved Ordinance have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Plans. All development work on the Subject Property shall be undertaken only in strict compliance with the approvals granted in the Previously Approved Ordinance, and the approved plans and specifications, as amended, including the revised plans reflecting the Proposed Modifications attached hereto as **Group Exhibit B** and made a part hereof.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance and the Previously Approved Ordinance, the provisions of the Hinsdale Municipal Code, including the Village's subdivision code, and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All improvements within the Subject Property are required to conform to Village building, subdivision and other code requirements.

D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate

parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Emily Tompkins, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-209-003-0000

COMMONLY KNOWN AS: 222 E. OGDEN AVENUE HINSDALE, IL 60521

GROUP EXHIBIT B

REVISED EXTERIOR APPEARANCE AND SITE PLANS SHOWING THE PROPOSED MODIFICATIONS

(ATTACHED)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO THE EXTERIOR APPEARANCE AND SITE PLAN FOR CHANGES TO AN EXISTING ONE-STORY BUILDING AND SURROUNDING PROPERTY – NORMANDY REMODELING – 222 E. OGDEN AVENUE

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2023.

_____
Village Clerk

[SEAL]

VILLAGE OF HINSDALE
FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: David Mitchell - Normandy Remodeling
Address: 440 E. Ogden Avenue
City/Zip: Hinsdale, IL 60521
Phone/Fax: (630) 455 / 3141
E-Mail: dmitchell@normandyremodeling.com

Owner

Name: Andy Wells - Hinsdale Salt Creek, LLC
Address: 440 E. Ogden Avenue
City/Zip: HInsdale, IL 60521
Phone/Fax: (640) 455 / 5600
E-Mail: awells@normandyremodeling.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Diane Hansa - The Interior Design Group, Ltd.
Title: Senior Designer/Project Coordinator
Address: 750 Warrenville Road, Suite 103
City/Zip: Lisle, IL 60532
Phone/Fax: (630) 348 / 0407
E-Mail: dhansa@idgltd.com

Name: Jessica Lies - The Interior Design Group, Ltd.
Title: Architect
Address: 750 Warrenville Road, Suite 103
City/Zip: Lisle, IL 60532
Phone/Fax: (630) 348 / 0409
E-Mail: jlies@idgltd.com

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) N/A
2) _____
3) _____

II. SITE INFORMATION

Address of subject property: 222 E. Ogden Avenue

Property identification number (P.I.N. or tax number): 09 - 01 - 209 - 003

Brief description of proposed project: New rear addition and interior build out of office and showroom for residential design/build general contractor.

General description or characteristics of the site: Existing site is located one parcel east of York Road and is approximately 233'x240' with an existing 1-story structure, approximately 12,663. gsf floor plate, with basement. The site currently has sixty-five parking spaces, seven (7) of which are ADA.

Existing zoning and land use: B-3

Surrounding zoning and existing land uses:

North: O-3 South: B-1 and B-3

East: B-3 West: B-3

Proposed zoning and land use: B-3

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ☒ Site Plan Approval 11-604
- ☐ Design Review Permit 11-605E
- ☒ Exterior Appearance 11-606E
- ☐ Special Use Permit 11-602E
  Special Use Requested: _____
- ☐ Map and Text Amendments 11-601E
  Amendment Requested: _____
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 222 E. Ogden Avenue

The following table is based on the B-3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250.00 s.f.	58,893.60 s.f.
Minimum Lot Depth	125.00'	270.25'
Minimum Lot Width	50.00'	233.30'
Building Height	30'-0"	28'-8" Ex./23'-1" Addition
Number of Stories	2	1 with Basement
Front Yard Setback Ex-64.58'	25.00/100.00' from Ogden Ave. CL	62.58'/ 102.00
Corner Side Yard Setback	N/A	N/A
Interior Side Yard Setback Ex-18.79'/60.88'	10.00'	16.8' East/60.88 West
Rear Yard Setback Ex-96.82'	50.00'	81.16'
Maximum Floor Area Ratio (F.A.R.)*	50%	34.2%
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	90%	82.5%
Parking Requirements		
Parking front yard setback	25.0'	5.8' Ex. Non-Conforming
Parking corner side yard setback	N/A	N/A
Parking interior side yard setback	10.0'/10.0'	Varies - See Proposed Site Plan 1.25'West/3.4'East-Ex. Non-Conforming
Parking rear yard setback	20.0'	0.0' - Ex. Non-Conforming
Loading Requirements	(1) Required - 10'Wx30'Lx15'H	(1) Provided - 10'Wx30'Lx15'H
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage. See submittal packet for calculations and areas defined above

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: N/A

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 1ST, day of MARCH, 2023, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

DAVID MITCHELL
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 1st day of
March, 2023.

Notary Public

OFFICIAL SEAL
Catherine E. Corradino
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/15/2026

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT
EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 222 E. Ogden Avenue, Hinsdale, IL 60521

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:
Standard Application: $600.00
Within 250 feet of a Single-Family Residential District: $800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.

   See attached.

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.

   See attached.

3. *General design*. The quality of the design in general and its relationship to the overall character of neighborhood.

   See attached.

4. *General site development*. The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

   See attached.

5. *Height*. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

   See attached.

6. *Proportion of front façade*. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

   See attached.

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

   See attached.

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

   See attached.

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

   See attached.

10. *Rhythm of entrance porch and other projections*. The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

    See attached.

11. *Relationship of materials and texture*. The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

    See attached.

12. *Roof shapes*. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

See attached.

13. *Walls of continuity*. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

See attached.

14. *Scale of building*. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

See attached.

15. *Directional expression of front elevation*. The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

See attached.

16. *Special consideration for existing buildings*. For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

See attached.

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

   See attached.

2. The proposed site plan interferes with easements and rights-of-way.

   See attached.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

   See attached.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

   See attached.

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

   See attached.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

   See attached.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

   See attached.

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

   See attached.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

   See attached.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

    See attached.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

    See attached.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

    See attached.

EXTERIOR APPEARANCE

1. *Open spaces. The quality of the open space between buildings and in setback spaces between street and facades.*

   The existing front yard setback has been increased as we are removing the existing colonnaded gable, covered entry having no impact on the Ogden Avenue Corridor. The side yard setbacks are unchanged, having no impact on the adjacent properties. The proposed smaller rear addition is place entirely between the existing parking and the existing building. The existing permeable area behind the existing building will be improved with sod, landscaping, and an impervious patio. Please note the parcel of land directly south is an existing commercial parking lot.

   Please refer to the Proposed Site Plan and Landscape Plan in out submittal package.

2. *Materials. The quality of materials and their relationship to those in existing adjacent structures.*

   The proposed renovated façade shall match the existing 'base' architecture of the existing building and will incorporate commercial aluminum storefront glazing systems, painted masonry (prevalent on a number of adjacent structures on Ogden Avenue), cut stone accents, black fiberglass windows, nickel gap composite siding, asphalt shingle roof (similar to existing) and standing seam metal roof entry with decorative brackets to provide a 'transitional' aesthetic.

   The existing buildings on either side of the proposed property are a Shell gas station and a private office building. The gas station is as you'd expect. The office building to the east is a combination of masonry, stone, and stucco. The building directly across the street (201 E. Ogden Avenue) and a number of buildings east on Ogden Avenue (250, 300, 336 and 400 E. Ogden Avenue) also have painted masonry, similar to the proposed scope of work.

   The addition, located on the rear of the existing building, will be a cementitious horizontal siding, keeping in context with the base colonial style of the existing, with aluminum ribbon windows.

   Please refer to the Proposed Exterior Elevations in out submittal package.

3. *General design. The quality of the design in general and its relationship to the overall character of neighborhood.*

   The general massing of the building is existing. Our scope of work includes the removal of the dated gable/colonnade, handicapped ramp as well as the masonry/windows between the two side 'bump outs'. Instead, we have incorporated large glass sections to showcase a sample of our interior design and construction projects. In addition, we have incorporated a vertical element/entry with nickel gap

siding as an accent, deeper punched openings, a metal standing seam entry roof with decorative brackets and a fully ADA compliant ramp.

A number of adjacent structures along the Ogden Avenue corridor are a variation of Colonial and Georgian and we are trying to maintain the majority of the existing character while incorporating a 'transitional' accent.

4. *General site development. The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.*

   The general site development is existing.
   All landscaped areas will be improved.
   Public and on-site pedestrian access will remain. We are splitting the required ADA parking between the front, where we have incorporated a new ADA compliant ramp and the rear of the building in order to minimize the accessible route to the new elevator.
   Auto access will remain as is. There are currently two (2) curb cuts on Ogden Avenue. The west curb cut is the entry only and the east is the exit only, and, the parking lot essentially flows in a one way, counterclockwise direction.
   Please refer to the Proposed Landscape Plan in our submittal package.

5. *Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.*

   The building height is existing. We will add an HVAC equipment screen on the roof. Our new addition is lower in height than the existing structure. Please refer to the Proposed Exterior Elevations in out submittal package.

6. *Proportion of front façade. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.*

   The overall proportion of the front façade is existing. As mentioned in Item 3 above, we are proposing to renovate the north exterior façade to better accommodate our needs. We are also eliminating the front (and rear) ramps in lieu of an ADA compliant ramp in the front and a new elevator accessible via our rear entrance.

7. *Proportion of openings. The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.*

   The existing openings at the east and west bump outs on the north facade will remain the same size, as will all of the windows on the east and west facades. Between the bump outs on the north façade we shall have new larger glazed areas separated by

masonry pilasters and/or the main entry element. Please refer to the Proposed Exterior Elevations in out submittal package.

8. *Rhythm of solids to voids in front facades. The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.*

   The east and west facades, as well as a portion of the north are existing to remain. We will provide new windows and paint the exterior, similar to a number of buildings on the Ogden Avenue Corridor. The existing north façade between the bump outs shall be modified and the spacing of the solids (masonry pilasters at new column locations) and voids (new glazing to showcase our services) has been studied and developed to what we believe to be a well-balanced, attractive solution. Please refer to the Proposed Exterior Elevations in out submittal package.

9. *Rhythm of spacing and buildings on streets. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.*

   The placement of the building and its relationship to Ogden Avenue and the adjacent properties is existing.

10. *Rhythm of entrance porch and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.*

    The existing center entry is to remain in location but shall be altered as stated above and is the main entry to our showroom. We have maintained a symmetrical massing and façade to keep with the Colonial style of the existing structure.

11. *Relationship of materials and texture. The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.*

    The existing structure is solid masonry. We are maintaining the majority of the exterior which will be painted. The entry and showroom portion of the façade will incorporate addition masonry details in the way of cut stone and soldier coursing as well as larger punched openings with more glazing and the vertical wall element with signage. Please refer to Item 2, above, regarding adjacent buildings of similar materials.

12. *Roof shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.*

    The roof line is existing and will essentially remain. We are adding a vertical wall element at the entry, as mentioned above, that will be lower than the existing top of

roof. The new addition on the rear (south) side of the building will be a flat roof. Please refer to the Proposed Exterior Elevations in out submittal package.

13. *Walls of continuity. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.*

    The building façade/massing will be existing with modifications to include more glazing and a vertical entry element. The general footprint of the structure, as it relates to Ogden Avenue, does not change. Fences and screening shall be in the way of cedar fencing at ground mounted HVAC equipment along the west façade as well as the dumpster enclosure in the southwest corner of the lot. Please refer to the Proposed Site Plan and Proposed Exterior Elevations in out submittal package.

14. *Scale of building. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.*

    The overall massing of the building is existing. We have added a vertical wall element at the entry to enhance/update the architecture, create a focal point/entry, accommodate signage and to break up the flat wall surface. The punched openings between the two hip bump outs is proportionate with the massing, is broken up with pilasters (and structural columns) and shall vary in detail within the vertical wall element.

15. *Directional expression of front elevation. The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.*

    The existing building is freestanding on site and the façade/massing will be existing with modifications to include more glazing and a vertical entry element all of which front on Ogden Avenue.

16. *Special consideration for existing buildings. For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.*

    This is an existing building with proposed addition. As mentioned above, we are updating the exterior façade to improve the 1950's Colonial, office building architecture. In doing so we are incorporating a 'transitional' style to modernize the existing brick building. Details include a center vertical element with large, punched openings to showcase our services, nickel gap siding and standing seam roof entry with decorative steel brackets to introduce more modern materials and textures.

SITE PLAN REVIEW

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

   The majority of the site plan design is existing and in compliance with the Zoning Code.

   Permitted Uses:
   The proposed use, *General Building Contractors; residential buildings*, is permitted per Section 5-102 of the Zoning Code.

   Parking:
   There are currently sixty-five (65) parking spaces on the property, seven (7) of which are ADA spaces with side loading areas. We only need three (3) ADA spaces, per code, but will need to make room for a dumpster enclosure that doesn't currently exist. Per the Zoning Ordinance there is the following exception for existing site plans with a proposed addition:

   Sec. 9-104: Off Street Parking:

   D. Exceptions:

   1. Minor Additions: Notwithstanding the foregoing provisions of this section, no building or use lawfully existing on the effective date of this code, or any amendment to it establishing parking requirements with respect to such structure or use, ***shall be required to provide any additional parking spaces pursuant to this section unless and until the aggregate increase in the units of measurement by which the parking requirement is calculated shall equal ten percent (10%) or more of the units of measurement required upon such effective date****, in which event parking spaces as required herein shall be provided for the total aggregate increase.*

   The *Net Area* (as defined in the Zoning Ordinance, specific to parking calculations) is identified on each plan and defined by the bold outline and solid greyscale hatch. The existing *Total Net Area* of the prior use was 20,034.34 s.f. The new *Total Net Area* of the proposed use is 18,883.74 s.f. Therefore, the useable area/*unit of measure* is 5.7% less than the existing use and we meet the exception highlighted below (<10%). As a result, we meet the parking requirements for the proposed use. Please note, we are also providing three (3) more spaces than currently exist.

2. The proposed site plan interferes with easements and rights-of way.

The majority of the site plan design is existing and there are no proposed interferences with existing easement or rights-of-way.

The existing ground sign is located in a public utility easement and is also not compliant with the required front yard and side yard setbacks. We shall be removing the existing sign and install in a new sign east of the west drive entry as shown on our site plan. Please note we are not currently seeking approval of signage in conjunction with this submittal.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical , or physical features on the site.

   The majority of the site plan design is existing and there is no proposed work that will be detrimental to the aforementioned items.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

   The majority of the site plan design is existing and there is no proposed work that will be detrimental to the aforementioned items.

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

   The majority of the site plan design is existing and there is no proposed work that will alter parking or traffic. We are providing slightly more parking spaces, maintaining the same directional flow and utilizing the existing curb cuts on Ogden Avenue.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

   The majority of the site plan design is existing and there is no proposed work that will require shielding. The property is immediately surrounded by B-3 and B-1 uses and their respective drives/parking. Other than the addition of a dumpster enclosure, adjacent to the fenced north property line of the B-1 parcel to the south ~~and the replacement of screening at ground mounted HVAC equipment along the west façade~~ there is no need for screening.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

   The structure is existing and we are maintaining the general massing but altering the front façade by introducing a new entry element, additional materials and fenestration to improve the aesthetics and better accommodate our needs.

The majority of the site plan design is existing, and we are maintaining all existing landscaping/green spaces, including the existing rear grass area which will be improved with new sod, landscaping and a patio ~~except for the rear (south) addition which will replace the current fenced in playground and concrete ADA ramp~~. The north landscape/green space between Ogden Avenue and the front façade will be improved with landscaping. Additionally, there are a variety of additional locations in which we are replacing impervious paving with turf or landscaping. Please refer to the submittal package for additional information.

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
   N/A, no special use.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.
   The proposed site plan is existing with the exception of our addition we are not altering any grades or creating any erosions concerns. The existing site topography drains to the south and there are currently three (3) catch basins within the south parking area. The additional gross impervious area is under that required by DuPage County for additional stormwater management.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility the overall existing and planned utility system serving the Village.
    The proposed site plan is existing as are all utilities, including water, sewer, electric and storm are on site and adequate for the proposed use.

11. The proposed site plan does not provide for required public uses designated on the Official Map.
    The proposed site plan is an existing medical/office building, and we are proposing a new office/showroom use for the permitted *General Building Contractors; residential buildings* use, per Section 5-102 of the Zoning Code.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.
    The proposed site plan is existing and there are currently two ADA ramps. The north ramp is non-compliant, and the south ramp is in the footprint of the proposed addition. We are eliminating both ramps, rebuilding the north ramp, and providing a required *accessible route*, per the building code, with the required ADA parking spaces adjacent to the south entry which is closest to the new elevator.

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: David Mitchell

Owner's name (if different): Andy Wells - Hinsdale Salt Creek, LLC

Property address: 222 E. Ogden Avenue

Property legal description: [attach to this form]

Present zoning classification: B-3, General Business District

Square footage of property: 58,893.60 sf

Lot area per dwelling: N/A

Lot dimensions: 233 x 241

Current use of property: Existing one-story commercial building with basement

Proposed use:
- ☐ Single-family detached dwelling
- ☑ Other: General Building Contractor

Approval sought:
- ☐ Building Permit
- ☐ Special Use Permit
- ☑ Site Plan
- ☐ Design Review
- ☐ Other:
- ☐ Variation
- ☐ Planned Development
- ☑ Exterior Appearance

Brief description of request and proposal:

See Attached

Plans & Specifications: See submittal packet for Plans and Specifications

	Provided:	Required by Code:
Yards:	See submittal packet for calculations and areas defined below.	
front: Ex. - 64.58' (*)	N/A 64.58	25.0
interior side(s)	____ / 455	10.0 / 3141
Ex. - 18.79'/60.88'		

(*) -ex. face of building on ALTA does not include ex. gable colonnade to be removed

	Provided:	Required by Code:	
corner side	N/A	N/A	
rear Ex- 96.82'	81.16	20.0	
Setbacks (businesses and offices):			
front: Ex- 64.58'	62.58	25.0	
interior side(s) Ex- 18.79'/	16.8 / 60.8	10.0 / 10.0	
corner side 60.88'	N/A	N/A	
rear Ex- 96.82'	81.16	20.0	
others:	N/A	N/A	
Ogden Ave. Center:	102.00	100.0	
York Rd. Center:	N/A	N/A	
Forest Preserve:	N/A	N/A	
Building heights:			
principal building(s):	23'-1"	30.0	Note:
accessory building(s):	N/A	N/A	Ex. building height is 28'-8"
Maximum Elevations:			
principal building(s):	N/A	N/A	Note: Not listed in Bulk, Space
accessory building(s):	N/A	N/A	and Yard Requirements
Dwelling unit size(s):	N/A	N/A	
Total building coverage:	N/A	N/A	
Total lot coverage:	82.5	90%	Ex. Lot Coverage = 84.7%
Floor area ratio:	34.2	50%	Ex. FAR = 43.0%
Accessory building(s):	NONE		(See submittal packet for calculations and areas defined above.)
Spacing between buildings: [depict on attached plans]			
principal building(s):	N/A	N/A	N/A
accessory building(s):	N/A	N/A	N/A

Number of off-street parking spaces required: 69 (68 provided per Parking Calculations Sheet)
Number of loading spaces required: 1

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: _____
Applicant's signature

David Mitchell
Applicant's printed name

Dated: MARCH 17, 2023.

APPLICATION FOR CERTIFICATE OF ZONING COMPLIANCE
222 E. Ogden Avenue, Hinsdale, IL 60521
March 16, 2023

Property Legal Description:

LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14,1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

Brief Description of request and proposal:

Normandy Remodeling is moving their existing office and showroom from 440 E. Ogden to the aforementioned location. In doing so, they are interested in converting the existing one-story, 12,663.25 s.f. medical office building, constructed of solid masonry walls with steel framed, mansard roof and full basement into a new office with a kitchen and bath showroom for their design/build home remodeling business. ~~The scope of work is to include an addition at the basement (4,434.50 s.f.) and first floor (4,019.50 s.f.) to better accommodate the company's needs.~~ Due to the new remote work environment, we have determined the original anticipated spatial needs are excessive. As a result, we've reprogrammed the existing interior uses and scaled the size of the addition back to a rear building entrance with stairs and elevator. The new area of the addition is 1,102.50 s.f. The balance of existing south yard, that was fenced in and last used by a day care facility, will be open with a large patio and grassed area and will be newly landscaped. The front façade and main entry will be altered to increase storefront glazing and updating of the exterior.

Additional information has been provided in the Appearance and Site Plan Review Submittal.

ALTA / NSPS LAND TITLE SURVEY

of

LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14,1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

The property described and shown hereon is the same property as described in **Chicago Title Insurance Company commitment number 20GNW1900055CS, dated March 24, 2020.**

TAX ID NUMBER:
09-01-209-003

COMMON ADDRESS: 222 EAST OGDEN AVENUE, HINSDALE, IL 60521-2468

AREA= 58,893.6 SQ. FT. / 1.35 ACRES

Table A Items

1. Monuments were placed or located at the corners of the subject property as shown on the survey.
2. The address of the property is shown on the survey.
3. Flood Zone Classification: THIS PARCEL HAS BEEN IDENTIFIED AS BEING IN 'ZONE X' AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER THE FLOOD INSURANCE RATE MAP IN DU PAGE COUNTY, AS SHOWN ON MAP NO. 17043C0903H WITH AN EFFECTIVE MAP DATE OF DECEMBER 16, 2004.
4. The gross land area is shown on the survey.

7(a). The exterior dimensions of the buildings are shown on the plat.

7 (b) (1). The square footage of the exterior footprint of the building at ground level is 12680.58 sq. ft.

8. Substantial features observed in the process of conducting this survey are shown on the plat.
9. There are a total of 59 standard and 7 Disabled parking spaces, as shown on the plat.
11. Location of existing utilities observed evidence only.
16. No evidence of current earth moving work, building construction or building additions were observed in the process of conducting this survey.

Recorded Documents

Per Chicago Title insurance Company commitment number 20GNW1900055CS, dated March 24, 2020, Special Exceptions per Schedule B are as follows:

10. Flag Creek Water Reclamation District Ordinance 756, Doc No. R2009-037066, dated March 13, 2009 - AFFECTS PROPERTY- NOT PLOTTABLE.

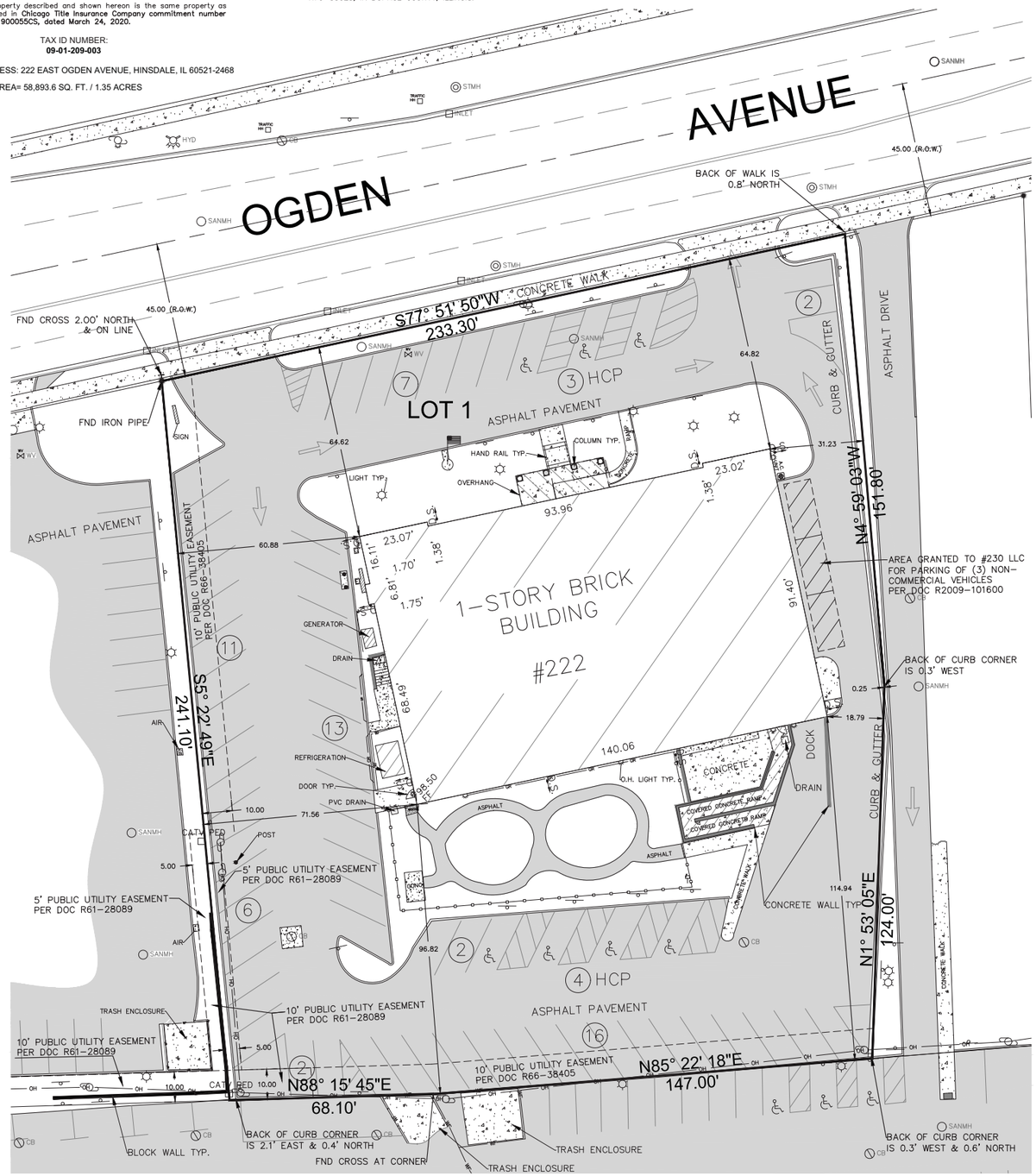
16. Grant of Utility Easement- Doc No. R61-28089, dated October 30, 1961- PLOTTED ON DRAWING.

17. Grant of Utility Easement- Doc No. R66-38405, dated September 26, 1966 - PLOTTED ON DRAWING.

19. Easement and Covenants for access, parking, ingress and egress Doc No. R97-041525 abrogated and replaced by Doc No. R2009-101600, dated July 2, 2009 - PLOTTED ON DRAWING.

GENERAL NOTES:

1. MANHOLES, INLETS AND OTHER UTILITY GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, STORM, WATER, ECT.) IS BASED SOLEY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF THE UNDERGROUND UTILITIES.
2. NO UNDERGROUND UTILITIES OR DRAIN TILES, IF ANY EXIST, ARE SHOWN HEREON.
3. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLERS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
4. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.
5. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO DOING ANY CONSTRUCTION WORK.
6. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
7. RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHTS AND BUILDING RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION OR IN THE TITLE COMMITMENT HAVE BEEN SHOWN. THIS PROPERTY IS SUBJECT TO SETBACKS AS ESTABLISHED BY THE GOVERNING JURISDICTION'S ZONING ORDINANCES AND/OR CODED AS AMENDED.



NORTH
SCALE: 1"=20'



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

DIP = DUCTILE IRON PIPE
FF = FINISHED FLOOR
GUTTER = GUTTER OF CURB
RCP = REINFORCED CONCRETE PIPE
TCBC = TOP OF CURB BACK OF CURB
TCBC DEP = TOP OF DEPRESSED CURB
TF = TOP OF FOUNDATION
VCP = VITRIFIED CLAY PIPE
FND X = FOUND CROSS CUT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND RBR = FOUND REBAR
FND PK = FOUND PK NAIL
FBP = FOUND BRASS MONUMENT
REC.= RECORD VALUE
MEAS.= MEASURED VALUE

LEGEND:

WSO = WATER SHUT OFF	WSO	BRICK WALKWAY	
WV = WATER VALVE BOX	WV	CONCRETE PAVEMENT	
WVV = WATER VALVE IN VAULT		ASPHALT PAVEMENT	
2' STORM CATCH BASIN		GRAVEL	
4' STORM CATCH BASIN		TELEPHONE SERVICE BOX	T
STORM MANHOLE		ELECTRIC METER	E
SANITARY MANHOLE		GAS METER	G
POWER POLE		DOWN SPOUT	D.S.
LIGHT POLE		GAS VALVE	GV
HYDRANT			
SIGN			
METAL FENCE	— X — X —		
WOOD FENCE	— □ — □ —		
OVERHEAD WIRES	— OH —		
SANITARY SEWER	— > — > —		
STORM SEWER	—) —) —		
WATER SERVICE	— W — W —		
FENCE	— X — X —		

NOTES:

1. BASIS OF BEARINGS: **ASSUMED**
2. Dimensions are not to be assumed or scaled.
3. The allowable Relative Positional Precision of an ALTA/NSPS Land Title Survey, per the rule for this survey was within the allowable 2 cm (0.07 Feet plus 50 parts per million).

To: **Adventist Midwest Health, an Illinois not-for-profit corporation**

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIRMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS MS **1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11 AND 16** OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON **SEPTEMBER 25, 2018.**

DATE OF PLAT OR MAP: **MAY 04, 2020.**

BY: _____
ANTHONY D. SMIERCIAK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3888

EXPIRES 11-30-20

ANTHONY D. SMIERCIAK PROFESSIONAL No. 3888 STATE OF ILLINOIS LAND SURVEYOR

NO	REVISIONS	BY	DATE
1	ADDED 7(a)(1)(D) TABLE A ITEMS	JFZ	1-11-19
2	UPDATED WITH NEW TITLE REPORT	ECC	5-04-20
3			
4			
5			
6			

DRAWN BY: JFZ
CHECKED BY: ADS
APPROVED BY: ADS
DATE: 10-4-18
SCALE: 1"=20'

PREPARED BY:
hbe
Hoefferle-Butler Engineering, Inc.
Consulting Civil Engineers - Land Surveyors
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000819-0002
8714 S. ROBERTS ROAD HICKORY HILLS, ILLINOIS 60457
(708) 599-8980 FAX-(708) 599-8790

ALTA / NSPS LAND TITLE SURVEY
222 EAST OGDEN AVENUE
HINSDALE, IL 60521

PREPARED FOR:
LAW OFFICE OF JOHN F. DIXON, LLC
1415 W. 55TH STREET, SUITE 101 CDU

PROJECT NO:
18-068

DRAWING FILE:
ALTA 1.11.19.DWG

1 OF 1

Legible Legal Description

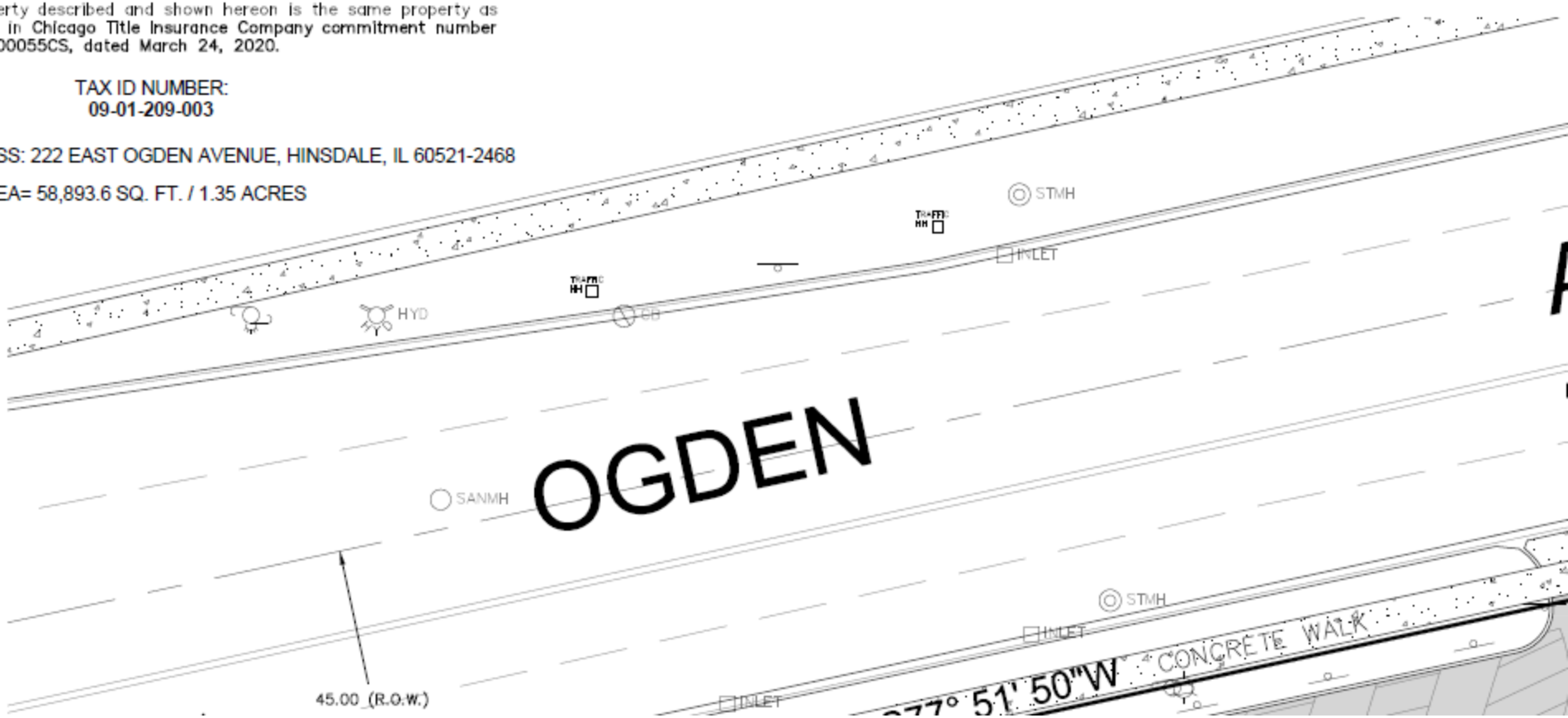
LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14,1970 AS DOCUMENT NUMBER R70–33025, IN DUPAGE COUNTY, ILLINOIS.

The property described and shown hereon is the same property as described in Chicago Title Insurance Company commitment number 20GNW1900055CS, dated March 24, 2020.

TAX ID NUMBER:
09-01-209-003

COMMON ADDRESS: 222 EAST OGDEN AVENUE, HINSDALE, IL 60521-2468

AREA= 58,893.6 SQ. FT. / 1.35 ACRES



North

NORMANDY REMODELING | PROJECT SCOPE

222 E. OGDEN AVE, HINSDALE, IL, 60521



NEW LANDSCAPE ISLAND AND ADA PARKING

NEW LANDSCAPE ISLAND

REMOVE EXISTING MONUMENT SIGN AND PROVIDE A NEW LANDSCAPE ISLAND WITH MONUMENT SIGN

NEW ENTRY FACADE, STAIRS, ADA RAMP AND GENERAL REFRESH

FULL INTERIOR REMODEL AND STAIRS

EXISTING ELECTRIC AND BOLLARDS ARE TO REMAIN

AREA IS TO BE LANDSCAPED AND EXISTING EQUIPMENT AND SCREENING REMOVED

SMALL NEW ENTRY ADDITION, ADA PARKING AND LOADING SPACE

NEW PATIO AND LANDSCAPED AREA

NEW LANDSCAPE ISLAND (EXISTING PARKING SPACES DO NOT MEET REQUIRED ZONING SIZES)

EXISTING SITE HAS 65 PARKING SPACES INCLUDING 7 HANDICAP SPACES. THE PROPOSED SITE WILL HAVE 68 PARKING SPACES INCLUDING 3 HANDICAP SPACES

PATCH, SEALCAOAT AND NEW STRIPING TYPICAL OF PARKING LOT PER PREVIOUS BOARD APPROVAL

NEW DUMPSTER ENCLOSURE

NOTE: SEE PROPOSED SITE PLAN, ELEVATIONS AND MATERIAL BOARD FOR ADDITIONAL INFORMATION

REVISED 3/17/2023

North

NORMANDY REMODELING | PROPOSED SITE PLAN

222 E. OGDEN AVE, HINSDALE, IL, 60521

CONCRETE RAMP WITH PAINTED METAL RAILING

EXISTING ASPHALT TO BE RESTRIPED, TOTAL OF SIXTY EIGHT (68) PROPOSED PARKING SPACES INCLUDING THREE (3) HANDICAPPED SPACES

NEW ILLUMINATED MONUMENT SIGN AND LANDSCAPING (PENDING DESIGN DEVELOPMENT AND FUTURE SIGN PERMIT SUBMITTAL)

EXISTING FLAG POLE TO REMAIN

NEW LANDSCAPING THROUGHOUT SITE, SEE PLANS BY OTHERS

TWO (2) LED, LOW LUMEN, DIRECTIONAL LIGHT FIXTURE

EXISTING ELECTRICAL SERVICE AND BOLLARDS TO REMAIN

PAINT EXISTING BRICK (SEE EXTERIOR ELEVATIONS)

ONE (1) PROPOSED EV CHARGING STATION AND FOUR (4) FUTURE

NEW ROOFTOP MECHANICAL UNITS AND SCREENING (EXACT SIZE TO BE DETERMINED)

EXISTING EXTERIOR BASEMENT STAIRS TO REMAIN.
NEW CONCRETE SIDEWALK AND LANDSCAPING.

EXISTING 1-STORY BUILDING TO BE FULLY REMODELED INSIDE AND OUT

NEW 1-STORY STAIR AND ELEVATOR ACCESS TO LOWER LEVEL AND FIRST FLOOR

NEW CONCRETE SIDEWALKS AND PATIO

10'-0" X 30'-0" LOADING SPACE

ELEVEN (11) NEW LED BOLLARD DOWNLIGHTS

NEW 18'-7" W X 16'-0" D X 6'-6" H WHITE COMPOSITE WOOD TRASH ENCLOSURE

EXISTING CEDAR FENCE AT SOUTH LOT LINE

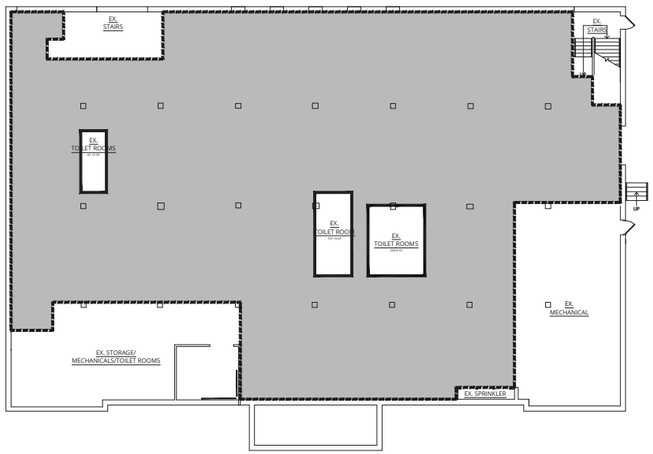


REVISED 3/17/2023

North

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521 | PARKING CALCULATIONS

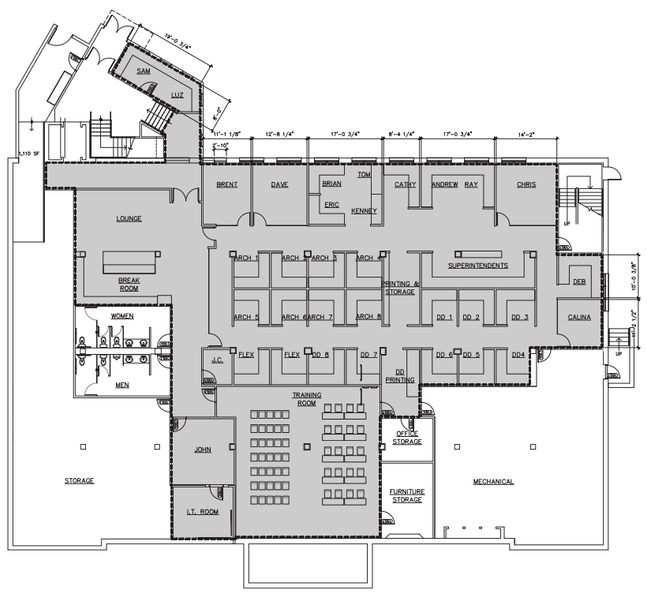
NET BUILDING AREA



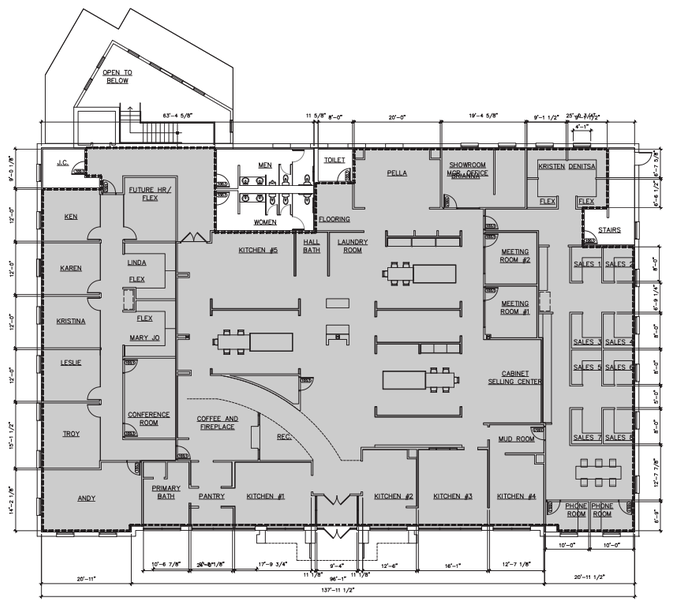
EXISTING BASEMENT
12,663.25 Gross Square Footage



EXISTING FIRST FLOOR
12,663.25 Gross Square Footage



PROPOSED BASEMENT & SOUTH ENTRY
13,765.80 Gross Square Footage



PROPOSED FIRST FLOOR
13,255.90 Gross Square Footage

EXISTING BUILDING

NET AREA (BASEMENT):	8,978.63	SQUARE FEET
NET AREA (FIRST FLOOR):	11,055.71	SQUARE FEET
TOTAL NET AREA:	**20,034.34**	**SQUARE FEET**

PROPOSED ADDITION/REMODEL

NET AREA (BASEMENT):	7,642.91	SQUARE FEET
NET AREA (FIRST FLOOR):	11,240.83	SQUARE FEET
TOTAL NET AREA:	**18,883.74**	**SQUARE FEET**

18,883.74 / 275 = 69 PARKING SPACES REQ.* (SEE EXCEPTION BELOW)

BUILDING AREA INCREASE

TOTAL NET AREA (PROPOSED):	18,883.74	SQUARE FEET
TOTAL NET AREA (EXISTING):	20,034.34	SQUARE FEET
NET AREA DIFFERENCE:	**5.7% DECREASE***	

*PER ZONING SECTION 9-104 EXCEPTION D, WE ARE LESS THAN A 10% INCREASE, THEREFORE, NO ADDITIONAL PARKING SPACES ARE REQ.

TOTAL PARKING

EXISTING PARKING SPACES:	65 INCLUDING 7 HANDICAP
PROPOSED PARKING SPACES:	68 INCLUDING 3 HANDICAP

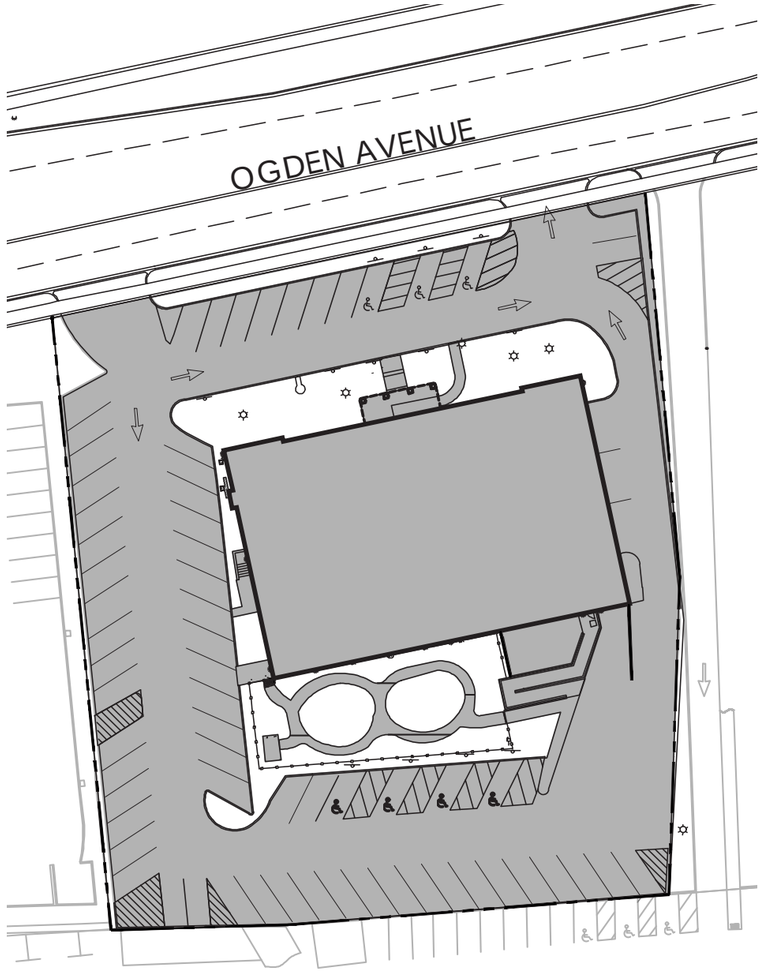
REVISED 3/17/2023

North

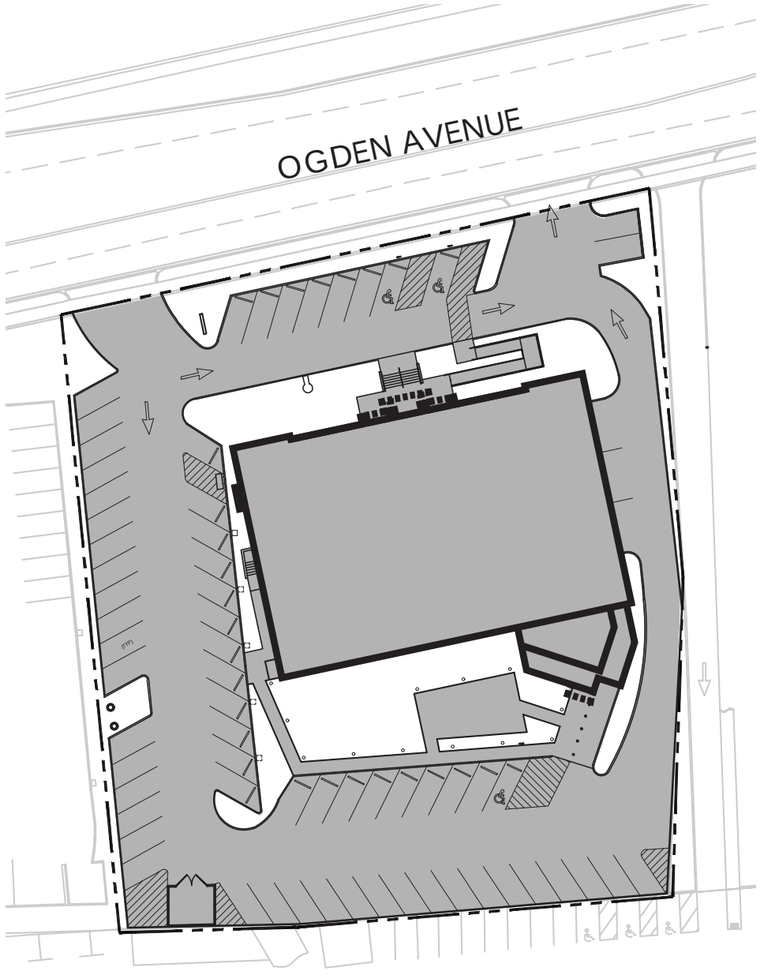
NORMANDY REMODELING | SITE CALCULATIONS

222 E. OGDEN AVE, HINSDALE, IL, 60521

IMPERVIOUS AREA



EXISTING SITE PLAN



PROPOSED SITE PLAN

IMPERVIOUS AREA

EXISTING IMPERVIOUS AREA:	49,862.60	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING LOT COVERAGE:	**84.7% < 90%**	**MAX**
PROPOSED IMPERVIOUS AREA*	48,559.84	SQUARE FEET
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED LOT COVERAGE:	**82.5% < 90%**	**MAX**

* TOTAL IMPERVIOUS AREA IS DECREASING BY 1,302.76 SQUARE FEET

FLOOR AREA RATIO (F.A.R.)

EXISTING GROSS SQ. FT. (BASEMENT):	12,663.25	SQUARE FEET
EXISTING GROSS SQ. FT. (FIRST):	12,663.25	SQUARE FEET
TOTAL EXISTING GROSS SQ. FT.:	**25,326.50**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
EXISTING FAR:	**43.0% < 50%**	**MAX**
PROPOSED GROSS SQ. FT. (BASEMENT)*:	13,765.80	SQUARE FEET
PROPOSED GROSS SQ. FT. (FIRST):	13,255.90	SQUARE FEET
TOTAL PROPOSED GROSS SQ. FT:	**27,021.70**	**SQUARE FEET**
BASEMENT GROSS SQ. FT. ADJUST.*:	-6,882.90	SQUARE FEET
TOTAL GROSS ST. FT. FOR FAR:	**20,138.80**	**SQUARE FEET**
TOTAL LOT SIZE:	58,893.60	SQUARE FEET
PROPOSED FAR:	**34.2% < 50%**	**MAX**

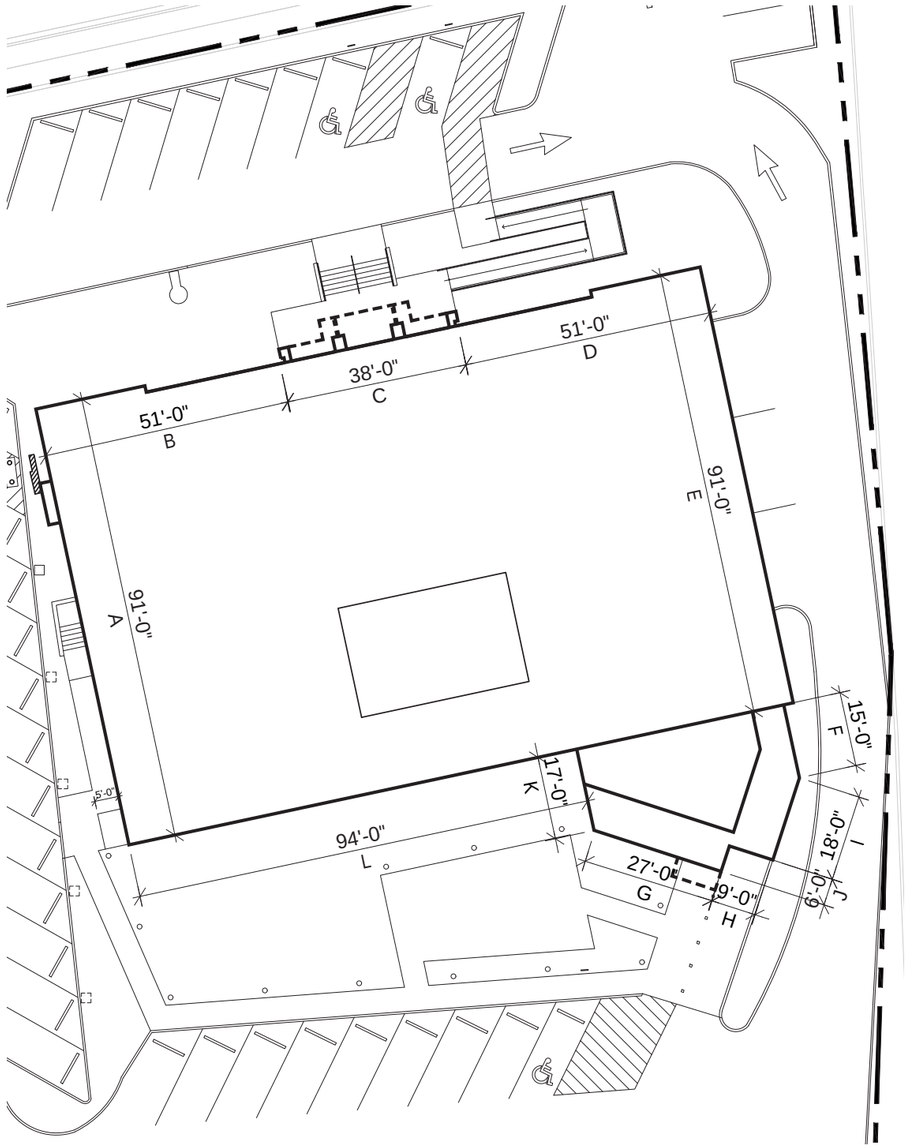
* ASSUMES 50% OF GROUND FLOOR / BASEMENT (AVERAGE CEILING HEIGHT OF 3.5’ - 6’ ABOVE GRADE PER ORDINANCE, SEE NEXT PAGE)

REVISED 3/17/2023

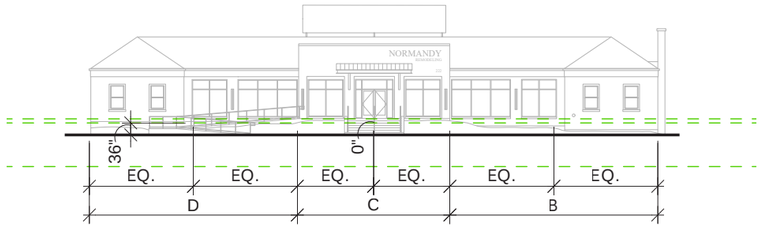
North

NORMANDY REMODELING | BASEMENT DETERMINATION

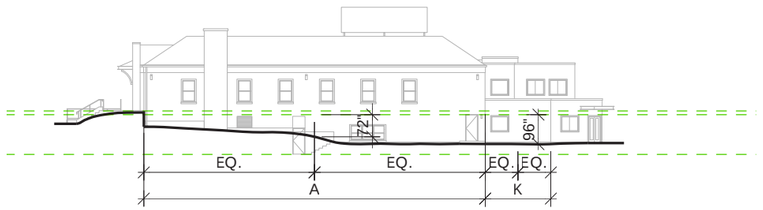
222 E. OGDEN AVE, HINSDALE, IL, 60521



PROPOSED BUILDING FOOTPRINT



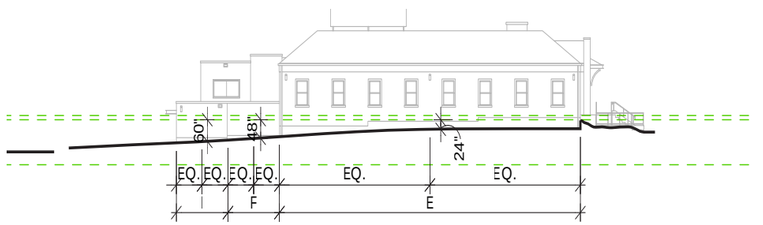
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

AVG. CEILING HGT. ABOVE GRADE				
WALL	LENGTH (APPROX.)	AVERAGE HEIGHT (CEILING ABOVE GRADE)	WEIGHTED MULTIPLIER (LENGTH/TOTAL)	WEIGHTED HEIGHT
A	91'-0"	72"	.179	12.9"
B	51'-0"	36"	.100	3.6"
C	38'-0"	36"	.075	2.7"
D	51'-0"	36"	.100	3.6"
E	91'-0"	24"	.179	4.3"
F	16'-0"	48"	.031	1.5"
G	27'-0"	96"	.053	5.1"
H	9'-0"	96"	.018	1.7"
I	18'-0"	60"	.035	2.1"
J	6'-0"	96"	.012	1.2"
K	17'-0"	96"	.033	3.2"
L	94'-0"	96"	.185	17.8"
TOTAL	509'-0"			59.7"

42" < 59.7" < 72" THEREFORE "GROUND FLOOR" IS CONSIDERED A BASEMENT AND ONLY 50% OF GROSS AREA COUNTS TOWARDS F.A.R.

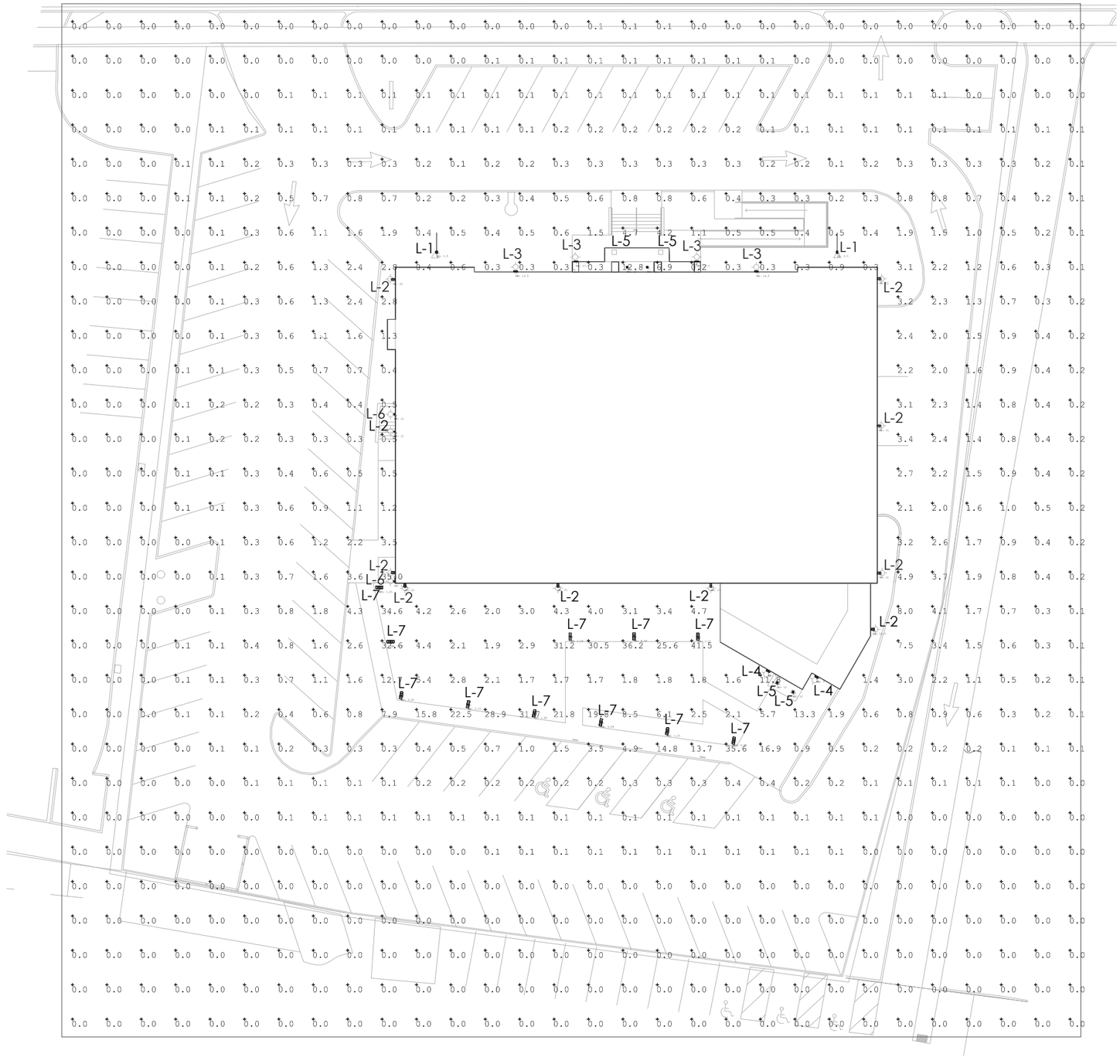
REVISED 3/17/2023

North

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PHOTOMETRICS

TAG	TYPE
L-1	EXTERIOR FLOOD LIGHT
L-2	EXTERIOR SURFACE MOUNTED LIGHT
L-3	EXTERIOR DECORATIVE SCONCE LIGHT (LARGE)
L-4	EXTERIOR DECORATIVE SCONCE LIGHT (SMALL)
L-5	EXTERIOR DOWNLIGHT
L-6	EXTERIOR WALL LIGHT
L-7	EXTERIOR BOLLARD LIGHT



REVISED 3/17/2023

NORMANDY REMODELING | PROPOSED LANDSCAPE PLAN

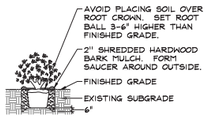
222 E. OGDEN AVE, HINSDALE, IL, 60521



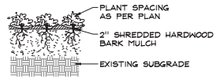
LOCATION MAP

0 150' 300' 600' 900'
SCALE: 1"=300'
NORTH

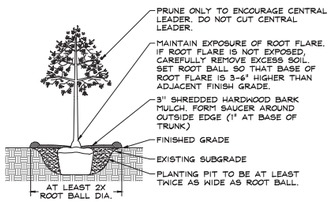
PLANTING DETAILS



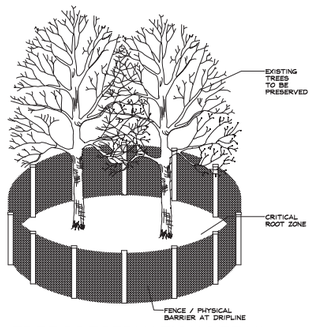
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



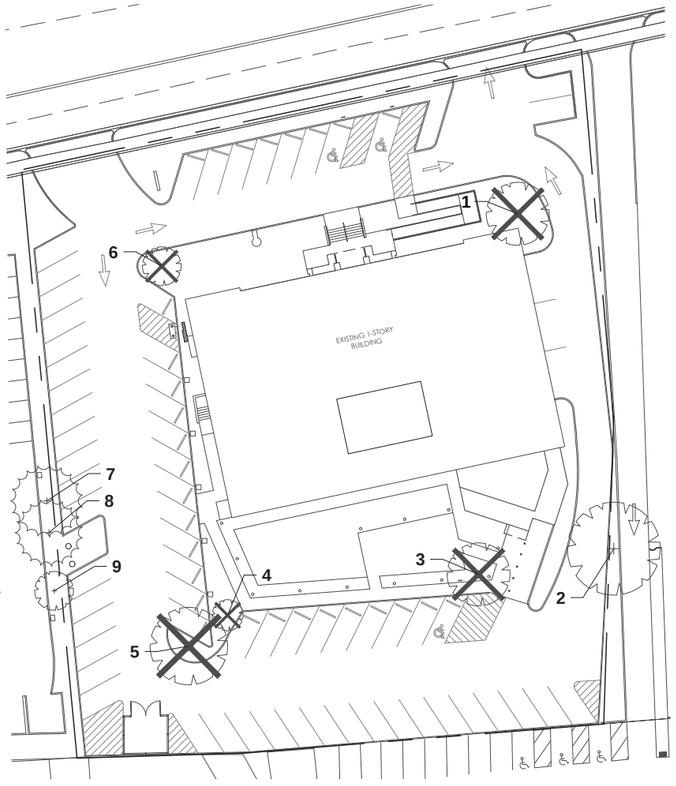
PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



DECIDUOUS TREES
NOT TO SCALE



TREE PRESERVATION DETAIL
(NOT TO SCALE)
SEE NOTES



TREE PRESERVATION PLAN

0 10' 20' 40' 60'
SCALE: 1"=20'
NORTH

LEGEND

123 — TREE TO BE PRESERVED

123 — TREE TO BE REMOVED

TREE INVENTORY
DATE: 9/12/2022
PROJECT NAME: Normandy Remodeling
CLIENT: The Interior Design Group
GRWA PROJECT NUMBER: IDG2202

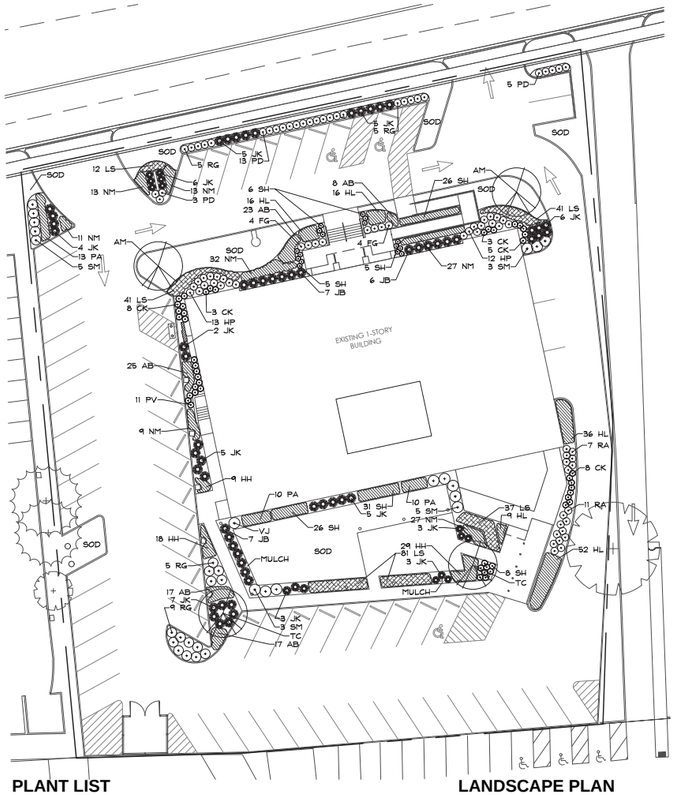
1) Trees measured at 4.5 above the ground - DBH (diameter Breast Height)
2) All trees 8" DBH and above tagged. Shrubs were not tagged.
3) Health Rating:

Rating	Description	Criteria
1	Excellent	Less than 10% dead wood, typical growth for species, no observed defects
2	Good to Fair	Less than 20% dead wood, minor defects, sound structure, no decay
3	Fair	Less than 30% dead wood, minor crown die-back, minor trunk damage or cavities
4	Fair to Poor	Approximately 30-50% dead wood, lacking full crown, minor disease evidence, trunk damage
5	Poor	Over 50% dead wood, lacking full crown, disease or decay evident, structural damage/cavities
6	Dead	Less than 10% living wood, greater than 50% missing bark, adventitious growth only, decay

TOTAL LANDMARK TREES REVIEWED ON-SITE: 5

TOTAL LANDMARK TREES REVIEWED: 9

TREE NO.	SCIENTIFIC NAME	COMMON NAME	DBH (inches)	DESCRIPTION	RATING	PROPOSED ACTION	NOTES
1	*Acer ginnala*	Amure Maple	13	Poor	5	Remove	Split Risk, Strong Lean, Decayed Limbs
2	*Ulmus pumila*	Siberian Elm	24	Fair	3	Preserve	Lean, Split Risk
3	*Acer saccharum*	Sugar Maple	13	Excellent	1	Remove	
4	*Maut spp*	Crabapple	7,6,5,7,7	Poor	4	Remove	30% Dead
5	*Gleditsia triacanthos*	Honey Locust	16	Fair	2	Remove	Minor Dead Limbs
6	*Pyrus calleryana*	Callery Pear	8	Good	2	Remove	
7	*Pinus strobus*	Eastern White Pine	15	Good	2	Preserve	
8	*Pinus strobus*	Eastern White Pine	14	Poor	4	Preserve	Multiple Leaders
9	*Acer buergerianum*	Trident Maple	8	Poor	4	Preserve	Multiple Leaders / Topped



PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
		SHADE TREES		
AM	2	*Acer miyabei* 'Morton' STATE STREET MAPLE	3" Cal.	
TC	2	*Tilia cordata* 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	3" Cal.	
		DECIDUOUS SHRUBS		
HP	25	*Hydrangea paniculata* 'SHPILGIF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
FG	8	*Fothergilla gardenii* DWARF FOTHERGILLA	24" Tall	3' O.C.
PD	21	*Physocarpus opulifolius* 'Donna May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
RG	24	*Rhus aromatica* 'Gro-low' GRO-LOW SUMAC	24" Wide	4' O.C.
RA	18	*Ribes alpinum* 'Greenmound' GREENMOUND ALPINE CURRANT	24" Wide	3' O.C.
SH	16	*Syringa meyeri* 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
VJ	1	*Viburnum x juddii* JUDD VIBURNUM	36" Tall	4' O.C.
		EVERGREEN SHRUBS		
JB	20	*Juniperus conferta* 'Blue Pacific' BLUE PACIFIC JUNIPER	24" Wide	4' O.C.
JK	54	*Juniperus chinensis* 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	27	*Calamagrostis x acutiflora* 'Karl Foerster' FEATHER REED GRASS	#1	30" O.C.
PV	11	*Panicum virgatum* 'Heavy Metal' HEAVY METAL SWITCHGRASS	#1	24" O.C.
SH	107	*Sporobolus heterolepis* PRAIRIE DROPSEED	#1	24" O.C.
		PERENNIALS		
AB	90	*Allium* 'Summer Beauty' SUMMER BEAUTY ONION	#1	18" O.C.
HH	56	*Hemerocallis* 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
HL	124	*Hemerocallis* 'Little Wine Cup' LITTLE WINE CUP DAYLILY	#1	18" O.C.
NM	116	*Nepeta racemosa* 'Walker's Low' WALKER'S LOW CATMINT	#1	18" O.C.
PA	33	*Perovskia atriplicifolia* RUSSIAN SAGE	#1	24" O.C.
		GROUNDCOVERS		
LS	212	*Liriope spicata* CREEPING LILYTURF	#SP4	18" O.C.
		MISC. MATERIALS		
	35	SHREDDED HARDWOOD MULCH	C.Y.	
	618	SOD	S.Y.	

LANDSCAPE PLAN

0 10' 20' 40' 60'
SCALE: 1"=20'
NORTH

GENERAL NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See General Conditions and Specifications for landscape work for additional requirements.
8. Contractor to provide alternate pricing to repair existing irrigation and expand to cover proposed landscaping.

GRWA
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630/668-7197
www.grwainc.com

ARCHITECT
THE INTERIOR DESIGN GROUP LTD.
750 WARRENVILLE ROAD, SUITE 103
LISLE, ILLINOIS 60532

NORMANDY REMODELING
222 E. OGDEN AVENUE
HINSDALE, ILLINOIS

FINAL LANDSCAPE & TREE PRESERVATION PLAN

STATE OF ILLINOIS — GAGE F. BERGER — 157-001527 — EXPIRES 11/30/2022 — REGISTERED LANDSCAPE ARCHITECT

4	2.10.2023
3 FOR PERMIT	9.27.2022
2	5.05.2022
1	4.08.2022

REVISIONS

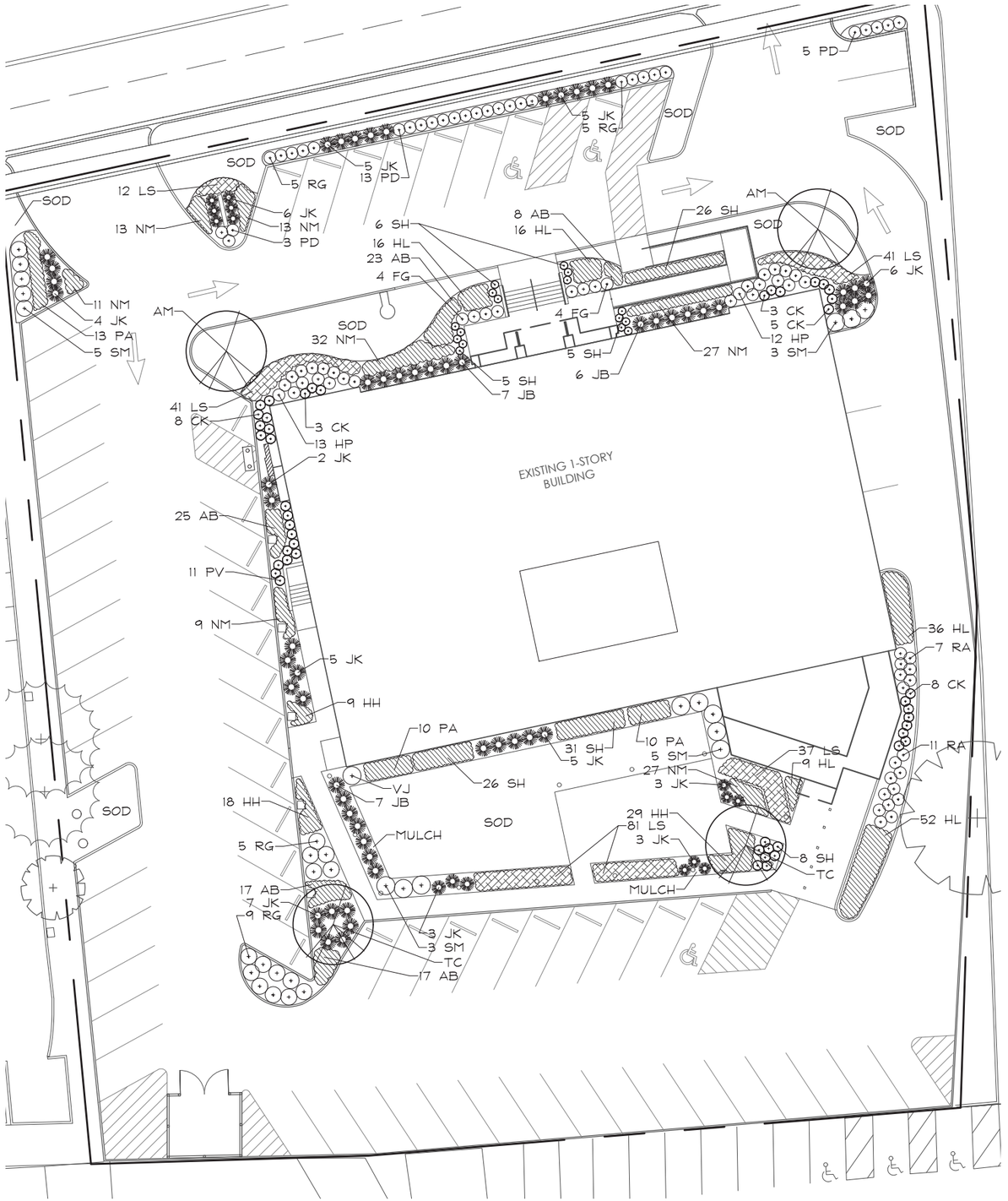
DATE	3.16.2022
PROJECT NO.	IDG2202
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CHECKED	GFB
SHEET	1OF 2

REVISED 3/17/2023

North

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

ENLARGED LANDSCAPE PLAN



REVISED 3/17/2023

EXISTING NORTH ELEVATION



EXISTING ENTRY



EXISTING WEST ELEVATION



REVISED 3/17/2023

EXISTING SOUTH ELEVATION



EXISTING SITE - SOUTH



EXISTING EAST ELEVATION



REVISED 3/17/2023

NORMANDY REMODELING | PROPOSED EXTERIOR ELEVATIONS

222 E. OGDEN AVE, HINSDALE, IL, 60521



NORTH ELEVATION

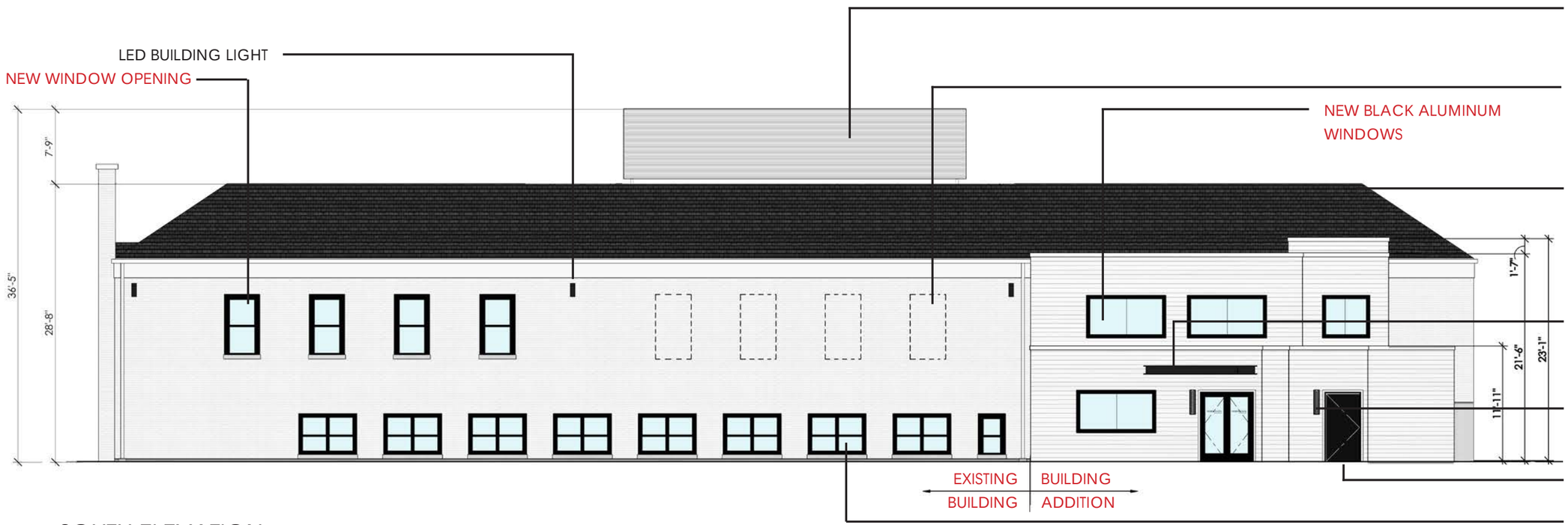


WEST ELEVATION

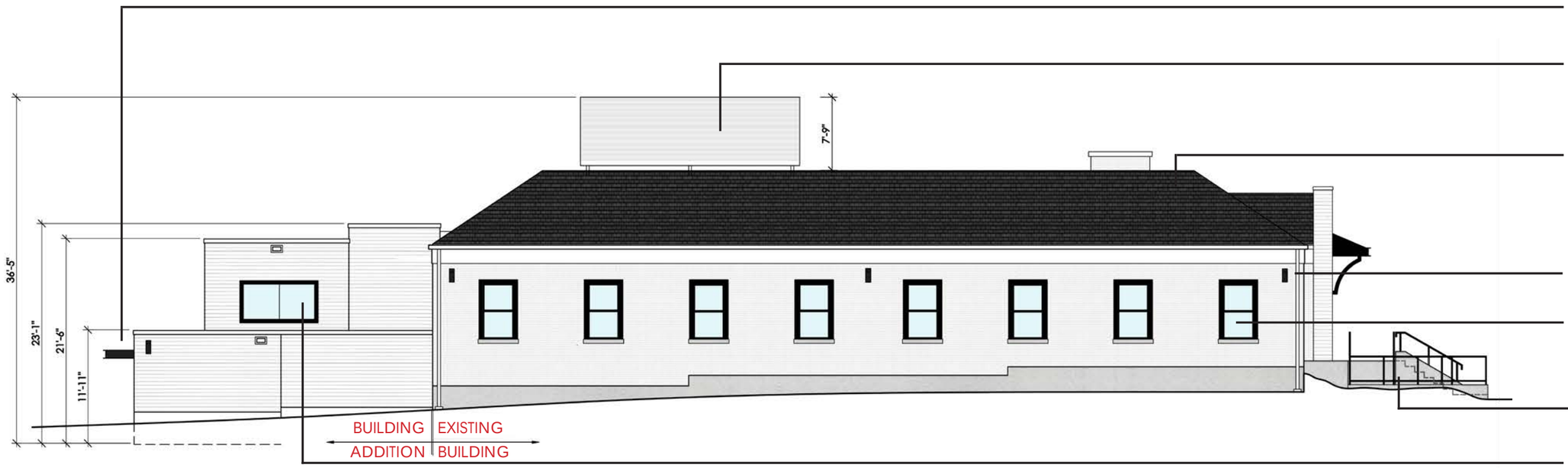
REVISED 3/17/2023

NORMANDY REMODELING
222 E. OGDEN AVE, HINSDALE, IL, 60521

PROPOSED EXTERIOR ELEVATIONS



SOUTH ELEVATION



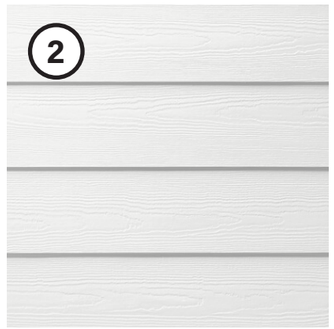
EAST ELEVATION

REVISED 3/17/2023

NORMANDY REMODELING | PROPOSED MATERIALS

222 E. OGDEN AVE, HINSDALE, IL, 60521

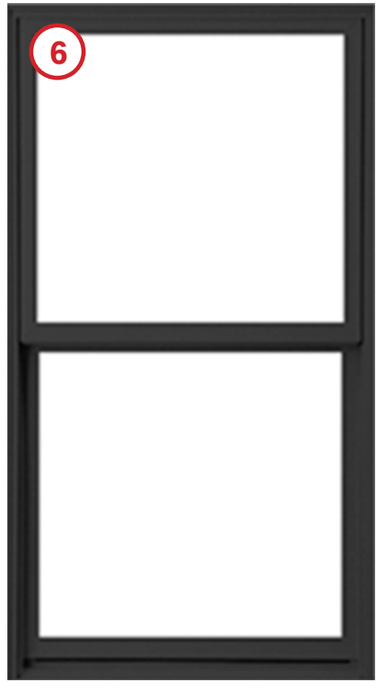


























1. NICKEL GAP SIDING AT NEW ENTRY
2. CEMENTITIOUS, PRE-FINISHED HARDIE BOARD SIDING AT ADDITION
3. EXISTING BRICK IS TO BE PAINTED WHITE
4. NEW BLACK ARCHITECTURAL ASPHALT SHINGLES
5. NEW BLACK ALUMINUM STOREFRONT WINDOWS & ENTRY DOORS
6. NEW PELLA BLACK FIBERGLASS DOUBLE HUNG WINDOWS
7. BLACK STANDING SEAM METAL CANOPY (GENERAL MATERIAL SHOWN. CANOPY TO BE CUSTOM).
8. SQUARE PROFILE STAINLESS STEEL LED LIT HANDRAIL
9. WHITE COMPOSITE WOOD DUMPSTER ENCLOSURE
10. CORRUGATED, PREFINISHED METAL ROOFTOP SCREEN
11. EXTERIOR WALL-MOUNTED BUILDING LED LIGHT
12. EXTERIOR WALL-MOUNTED LED DECORATIVE LIGHT
13. GROUND-LEVEL, LOW LUMEN, DIRECTIONAL LED LIGHT
14. EV CHARGING STATIONS (1 PROPOSED, 4 FUTURE)
15. EXTERIOR, LOW-HEIGHT BOLLARD LED LIGHT

REVISED 3/17/2023

North

NORMANDY REMODELING | BASEMENT PLAN

222 E. OGDEN AVE, HINSDALE, IL , 60521



REVISED 3/17/2023

North

NORMANDY REMODELING | FIRST FLOOR PLAN

222 E. OGDEN AVE, HINSDALE, IL, 60521



REVISED 3/17/2023

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
08/10/2021 02:28 PM
RHSP
COUNTY TAX STAMP FEE 1,350.00
STATE TAX STAMP FEE 2,700.00

DOCUMENT # R2021-120708

SPECIAL WARRANTY DEED

PREPARED BY:
John F. Dixon
Law Offices of John F. Dixon, LLC
1415 West 55th Street
Suite 101
Countryside, IL 60525
Tel: (708) 352-1800
Fax: (708) 352-1888

(The Above Space For Recorder's Use Only)

THE GRANTOR, ADVENTIST MIDWEST HEALTH, an Illinois not for profit corporation ("Grantor"), of the Village of Lisle, County of DuPage, State of Illinois, for and in consideration of the sum of TEN & 00/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid by **GRANTEE, HINSDALE SALT CREEK, LLC,** an Illinois limited liability company, the receipt of which is acknowledged, does grant, bargain, sell and convey, with covenant of Special Warranty to Grantee, all of Grantor's right, title and interest in and to the Real Estate situated in the County of DuPage, in the State of Illinois, as legally described in **Exhibit A** attached hereto and made a part hereof. This conveyance is with: (i) all of Grantor's right, title and interest in and to all rights, benefits, privileges, easements, tenements and appurtenances, including all of Grantor's right, title and interest in and to any adjacent streets, roads, alleys, easement and rights-of-way; (ii) all of Grantor's right, title and interest and to any and all improvements and buildings located on the Property; and (iii) all of Grantor's right, title and interest in any and all fixtures affixed or attached to, or situated on, or acquired or used in connection with the Property (the Property, together with the rights, appurtenances and interest, improvements, buildings, and fixtures being collectively called the Property). However, the conveyance is subject to those exceptions and encumbrances below.

SUBJECT TO: See Permitted Exceptions in Exhibit B attached hereto

SUBSEQUENT TAX BILLS TO:

Hinsdale Salt Creek, LLC
222 E. Ogden Avenue
Hinsdale, IL 60521

AFTER RECORDING RETURN TO:

Miles Harris
732 S. Gunderson
Oak Park, IL 60304

C.T.I./CY
20gnw190055cs
1 of 5 KB

DATE: August 6, 2021

GRANTOR:

Adventist Midwest Health,
An Illinois not for profit corporation

By: _____
Thor Thordarson, President

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

I, a notary public in and for the county and state above, do certify that **THOR THORDARSON**, as **PRESIDENT OF ADVENTIST MIDWEST HEALTH**, an Illinois not for profit corporation, and being known to me to be the same person whose name is subscribed to the above instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes stated above.

GIVEN under my hand and official seal, this 6th day of August, 2021

OFFICIAL SEAL
DEBORAH A WEAVER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/31/23

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN SCHWENDENER'S RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14,1970 AS DOCUMENT NUMBER R70-33025, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 222 E. Ogden Avenue, Hinsdale, IL 60521

Property Index Number: 09-01-209-003-0000

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes that accrued, but not yet due and payable.

2. Terms and conditions of the Flagg Creek Water Reclamation District amended ordinance 756, recorded March 13, 2009, as document R2009-037066, which relate to the payment of user charges prior to the sale or transfer of real estate within the districts service area, the computation of water consumption, and the evaluation of connection permits for the sale of commercial property within said service area. Ordinance provides in part that no person shall sell, transfer or otherwise convey title to or beneficial interest in any real property which is supplied with water service by the Flagg Creek Water Reclamation District without first obtaining a closing letter showing that all sewer assessments are paid in full. Also, if the Land lies within the Hinsdale Sanitary District, which has accepted Federal grants for sewage treatment works pursuant to Public Law 92-500. Federal law requires a user charge system separate from General Ad Valorem Property Taxes.

3. Grant dated October 20, 1961 and recorded October 30, 1961 as Document No. R61-28089, from Drovers Trust and Savings Bank, as Trustee under Trust Number 61177, to the Commonwealth Edison Company, and the Illinois Bell Telephone Company, corporations of Illinois, their successors and assigns, of the right, permission and authority to construct, maintain, relocate and renew equipment and necessary facilities upon, along, over and under the South 10 feet of the West 68 feet of Lot 4 and also the East 10 feet of the West 45 feet of said Lot 4 in Owners Assessment Plat (recorded as Document 539898) and other property.

4. Electric and telephone line right on corporate property recorded September 26, 1966 as Document No. R66-38405, made by Drovers Trust and Savings Bank, as Trustee under Trust Number 61177, to the Commonwealth Edison Company and the Illinois Bell Telephone Company, corporations of Illinois, granting the right, permission and authority to construct, maintain, relocate and renew equipment consisting of poles, pole structures, push poles, anchors, guys, stubs, conduits, wires, cables and other necessary electrical facilities, upon, along, over and under said property, and to transmit and distribute by means of said equipment, electricity to be used for heat, light, power, telephone, and other purposes and also to trim from time to time such trees, bushes and saplings as may be reasonably required incident to the Grant herein given, together with the right of ingress and egress for all such purposes said equipment to be located upon, over and under the West 10 feet of the North 152.11 feet and the South 10 feet (except the West 28 feet thereof) of the Land.

5. Cross Access and Parking Easement recorded July 2, 2009 as Document Number R2009-101600.

CLIENT'S COPY

OPERATING AGREEMENT
OF
HINSDALE SALT CREEK, LLC

(an Illinois Limited Liability Company)

THIS OPERATING AGREEMENT is made and entered into as of November 27, 2019, by and between ANDREW L. WELLS (or his designated successor), as Trustee of the ANDREW L. WELLS TRUST under Agreement dated May 25, 2018 (referred to as the "Member") and HINSDALE SALT CREEK, LLC, an Illinois limited liability company (the "Company").

W I T N E S S E T H:

WHEREAS, the Company was organized as an Illinois limited liability company on November 27, 2019 (the "Effective Date"), the date upon which the Articles of Organization were filed with the Illinois Secretary of State as "HINSDALE SALT CREEK, LLC"; and

WHEREAS, the Member is the sole member of the Company, and desires to set forth the terms and conditions under which the Company is to be operated and managed.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees with the Company as follows:

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The Company has been organized as an Illinois limited liability company by the execution and delivery of Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Illinois Limited Liability Company Act (the "Act").

1.02 Name. The name of the Company is "HINSDALE SALT CREEK, LLC."

1.03 Principal Place of Business. The principal place of business of the Company within the State of Illinois shall be 440 East Ogden Avenue, Hinsdale, Illinois 60521. The Company may locate its place of business and registered office at any other place or places as the Manager may deem advisable.

1.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 835 McClintock Drive, Second Floor, Burr Ridge, Illinois 60527, and the name of its initial registered agent shall be Daniel J. McCarthy III. The registered office and registered agent may be changed by filing the address of the new registered

office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

1.05 Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Operating Agreement or the Act.

ARTICLE II
BUSINESS OF COMPANY

The business of the Company shall be the transaction of any or all lawful businesses for which limited liability companies may be organized under the Act, as amended from time to time.

ARTICLE III
MANAGEMENT OF COMPANY

3.01 Management. The business and affairs of the Company shall be managed by a manager (the "Manager"). The initial Manager shall be ANDREW L. WELLS and REBECCA T. WELLS. The Manager shall direct, manage and control the business of the Company, subject to the provisions of this Operating Agreement and the Act. The Member shall have the right at any time and from time to time to remove the Manager, with or without cause, to increase or decrease the number of Managers and to fill any vacancy created by any such increase. All references to "Manager" in this Operating Agreement shall include the plural, and all references to "Managers" shall include the singular, when required by the context. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

3.02 Decision-Making. The Manager shall have the exclusive right to make decisions relating to the business and internal affairs of the Company.

3.03 Signing of Contracts. The Manager shall have the exclusive right, power and authority to sign contracts on behalf of the Company and otherwise to bind the Company with third parties.

3.04 Term of Service of Manager. The term of service of the Manager shall begin on the Effective Date and shall terminate on the earlier of the date on which the Manager resigns, or the date on which the Manager is removed from office by vote of the Member.

3.05 Manager Resignation. The Manager may without liability resign as manager of the Company at any time for any reason.

3.06 Manager Compensation. The Manager shall be entitled to compensation from the Company for the Manager's services under this Agreement as the Member shall determine from time to time in the Member's sole discretion.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF MANAGER AND MEMBER

4.01 Manager and Member Have No Exclusive Duty to Company. The Manager shall not be required to manage the Company as his sole and exclusive function, and the Manager and Member may have other business interests and engage in activities in addition to those relating to the Company, including, without limitation, businesses of a same or similar nature as the business of the Company. The Company shall have no right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or Member or to the income or proceeds derived therefrom.

4.02 Liability for Certain Acts. The Manager shall perform his duties in respect of all actions of the Company in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Neither the Manager nor the Member shall be liable to the Company for any loss or damage sustained by the Company, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager or Member.

4.03 Limitation of Liability. The Manager's and Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law. Neither the Manager nor the Member will be personally liable for any debts or liabilities of the Company, except as otherwise required by law.

4.04 Indemnification of Manager and Member.

(a) The Company shall indemnify, defend and hold harmless any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that such person was a member, manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement,

conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the provisions of this Section, no member or manager shall be indemnified from any liability for fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the member or manager.

(b) The Company shall indemnify, defend and hold harmless any person who is or was a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a member, manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no indemnification shall be made with respect to any claim, issue or matter as to which such person has been adjudged to have been liable to the Company, unless, and only to the extent that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c) The provisions of this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of the Member or otherwise.

4.05 Company Books. The Manager shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents described in the Act.

ARTICLE V
CAPITAL CONTRIBUTIONS TO THE COMPANY

5.01 Member's Capital Contributions and Percentage Ownership Interests. The Member shall cause to be contributed to the Company the amount of $1,000, which shall constitute the Member's contribution to the initial capital of the Company, in exchange for 100% of the membership interests in the Company.

5.02 Withdrawal or Reduction of Member's Contributions to Capital.

(a) The Member shall not receive out of the Company's property any part of the Member's capital contribution until all liabilities of the Company, except liabilities to the

Member on account of the Member's capital contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) The Member, irrespective of the nature of the Member's capital contribution, has only the right to demand and receive cash in return for the Member's capital contribution.

ARTICLE VI
DISTRIBUTIONS AND TAX REPORTING

6.01 Distributions to Member. The Company's gross cash receipts from Company operations (excluding capital contributions, proceeds of any loans made to the Company, proceeds from the sale or other disposition of Company assets and similar items), plus any reductions in cash reserves previously established by the Company and reduced by the amount of operating expenses plus any increases in cash reserves established by the Manager necessary to meet the reasonable needs of the Company, shall be distributed to the Member as determined in the sole discretion of the Manager. The Manager may, from time to time, make other distributions to the Member as determined in his sole discretion.

6.02 Company Profits and Losses for Income Tax Purposes. The Manager has elected to treat the Company as a "disregarded entity" for income tax purposes in accordance with applicable regulations, thus, all items of income, gain, loss or deduction incurred by the Company during the taxable year shall be reported by the Member on his income tax returns for such taxable year in accordance with all applicable provisions of the Internal Revenue Code of 1986, as amended, including all applicable rules and regulations promulgated thereunder.

6.03 Accounting Method. The Company's method of accounting for the receipt of income and disbursement of expenses shall be the cash method of accounting or such other method as determined by the Manager.

6.04 Limitation Upon Distributions.

(a) No distributions or return of capital contributions shall be made and paid if, after the distribution or return of capital contribution is made, either:

(i) The Company would be insolvent; or

(ii) The net assets of the Company would be less than zero.

(b) The Manager may base a determination that a distribution or return of capital contribution may be made under this Section in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public

accountant or firm of accountants to fairly and accurately reflect the financial condition of the Company.

6.05 Accounting Period. The Company's accounting period shall be the Member's accounting period.

ARTICLE VII
DISSOLUTION AND TERMINATION

7.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) By the written agreement of the Company and the Member; or

(ii) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member or occurrence of any other event which terminates the continued membership of the Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the consent of all the successors to the withdrawing Member's ownership interests in the Company within ninety (90) days after the Withdrawal Event.

(b) If the Member dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's personal affairs, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property.

7.02 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Member in kind);

(ii) Discharge all liabilities of the Company, including liabilities to the Member, to the extent otherwise permitted by law, other than liabilities to the Member for distributions, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(iii) Distribute the remaining assets to the Member.

7.03 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed, articles of dissolution as required by the Act, shall be executed in duplicate and filed with the Illinois Secretary of State.

7.04 Effect of Filing of Articles of Dissolution. Upon the filing of articles of dissolution with the Illinois Secretary of State, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.01 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The Manager shall ensure that the books and accounts of the Company are maintained separately from those of the Member. The books and records shall at all times be maintained at the principal place of business of the Company.

8.02 Application of Illinois Law. This Agreement and its interpretation shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent the application of the Act governs the terms of this Agreement, in which case the application of the Act shall control its interpretation.

8.03 Amendments. This Agreement may not be amended except in writing signed by the Member and the Company.

8.04 Execution of Additional Instruments. The Member shall execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any applicable laws, rules and regulations.

8.05 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the feminine gender shall include the masculine and neuter genders and vice versa.

8.06 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

8.07 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.08 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

8.09 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below on the day and year first above written.

COMPANY:

HINSDALE SALT CREEK,
LLC, an Illinois limited liability company

By: _____
ANDREW L. WELLS, Manager

By: _____
REBECCA T. WELLS, Manager

MEMBER:

ANDREW L. WELLS TRUST under
Agreement dated May 25, 2018

By: _____
ANDREW L. WELLS, Trustee

Form **LLC-5.5**	**Illinois** **Limited Liability Company Act** **Articles of Organization**	**FILE # 08310106**
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdriveillinois.com	**Filing Fee:** $150 **Approved By:** TLB	**FILED** **NOV 27 2019** **Jesse White** **Secretary of State**

1. Limited Liability Company Name: HINSDALE SALT CREEK, LLC

2. Address of Principal Place of Business where records of the company will be kept:
   440 E. OGDEN AVENUE
   HINSDALE, IL 60521

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

   DANIEL J. MCCARTHY III
   835 MCCLINTOCK DR STE 200
   BURR RIDGE, IL 60527-3510

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

   WELLS, ANDREW
   440 E. OGDEN AVENUE
   HINSDALE, IL 60521

   WELLS, REBECCA T.
   440 E. OGDEN AVENUE
   HINSDALE, IL 60521

8. **Name and Address of Organizer**
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: NOVEMBER 27, 2019

   DANIEL J. MCCARTHY III
   835 MCCLINTOCK DRIVE, STE. 200
   BURR RIDGE, IL 60527

AGENDA ITEM # 7g

REQUEST FOR BOARD ACTION
Community Development

AGENDA SECTION:	First Reading – ZPS
SUBJECT:	Temporary Use Permit to allow for an Outdoor Dining Area for Giuliano's Pizza on private property at 40 Village Place – Case A-14-2023
MEETING DATE:	April 18, 2023
FROM:	Bethany Salmon, Village Planner

Recommended Motion

Approve a temporary use permit to allow for an outdoor dining area to be located within two (2) parking spaces for Giuliano's Pizza at 40 Village Place from May 15, 2023 to August 15, 2023, subject to conditions to be set forth by the Building Commissioner.

Project Summary

The applicant, Cathy Weisz representing Giuliano's Pizza, has submitted a Temporary Use Permit application requesting approval to allow for an outdoor dining area to be located within two (2) of the four (4) parking spaces in front of their business located at 40 Village Place. The subject property is located in the B-2 Central Business District. The building is occupied by Café La Fortuna, Corley Optical, and Giuliano's Pizza.

Last year, on May 3, 2022, the Villager Board approved a Temporary Use Permit for Giuliano's to install a tent and an outdoor dining area in two (2) parking spaces.

The applicant is not proposing to install a tent this year and instead is proposing umbrellas to provide shade to customers.

The proposed outdoor dining area is located on private property and is therefore required to obtain a Temporary Use Permit in accordance with Section 9-103 of the Zoning Code. Outdoor dining areas for restaurants located on Village streets and sidewalks in the right-of-way are subject to the requirements in Section 7-1-5.1 of the Village Code and the Outdoor Dining Design Standards, which does not apply in this case.

Project Details

Giuliano's Pizza is proposing to use two (2) parking spaces as an outdoor dining area from May 15, 2023 to August 15, 2023. The outdoor dining area would be open when Giuliano's Pizza is open for business, on Tuesdays, Wednesdays, Thursdays, and Sundays from 4:00 p.m. to 9:00 p.m., and on Fridays and Saturdays from 4:00 p.m. to 10:00 p.m.

On the perimeter of the outdoor dining area, seven (7) circular planters are proposed to be installed by the Village as part of the new outdoor dining program approved in 2022. The four (4) rectangular planters on site owned by the restaurant will be moved to create a barrier for the outdoor dining area on the north side.

A total of seven (7) tables are proposed, two (2) of which are circular tables constructed of black metal and four (4) of which are rectangular tables constructed black metal and wood. All of the chairs will be black metal chairs. Last year, white wood chairs were used, which the applicant has confirmed will not be used this year. Seven (7) umbrellas with black fabric will be installed at the center of each table.

Village Code Requirements for Temporary Uses

In accordance with Section 9-103, in any district, any temporary use not listed that is consistent with the purposes of the Zoning Code and with the purposes and intent of the regulations of the applicable zoning district in which such use is located shall require the specific prior approval of the Board of Trustees. The Village Board can authorize other temporary uses not specifically identified and extend the allowable duration of a tent. The Board shall establish a limitation on the duration of every temporary use approved and may identify other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).

Discussion & Recommendation

N/A

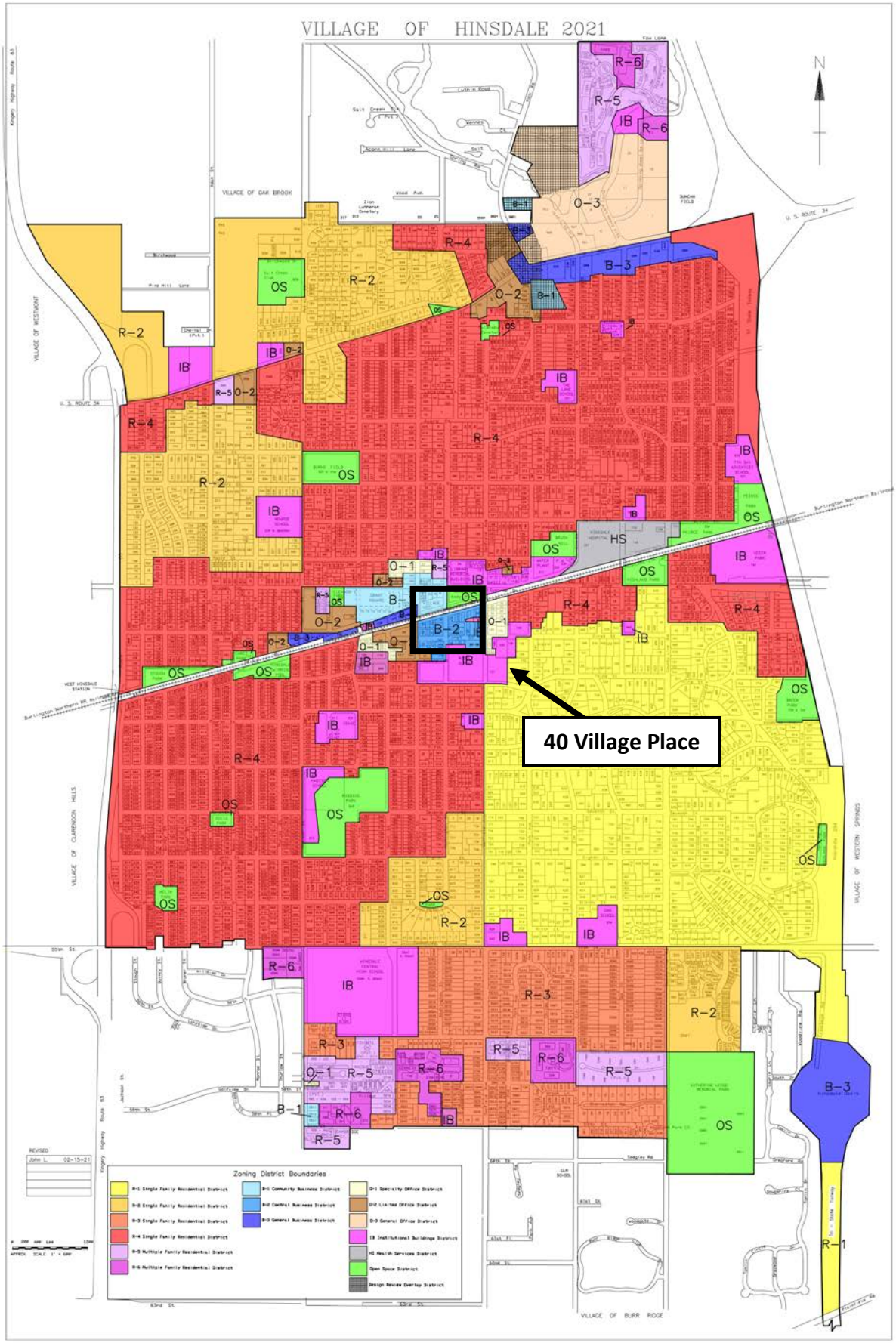
Village Board and/or Committee Action

N/A

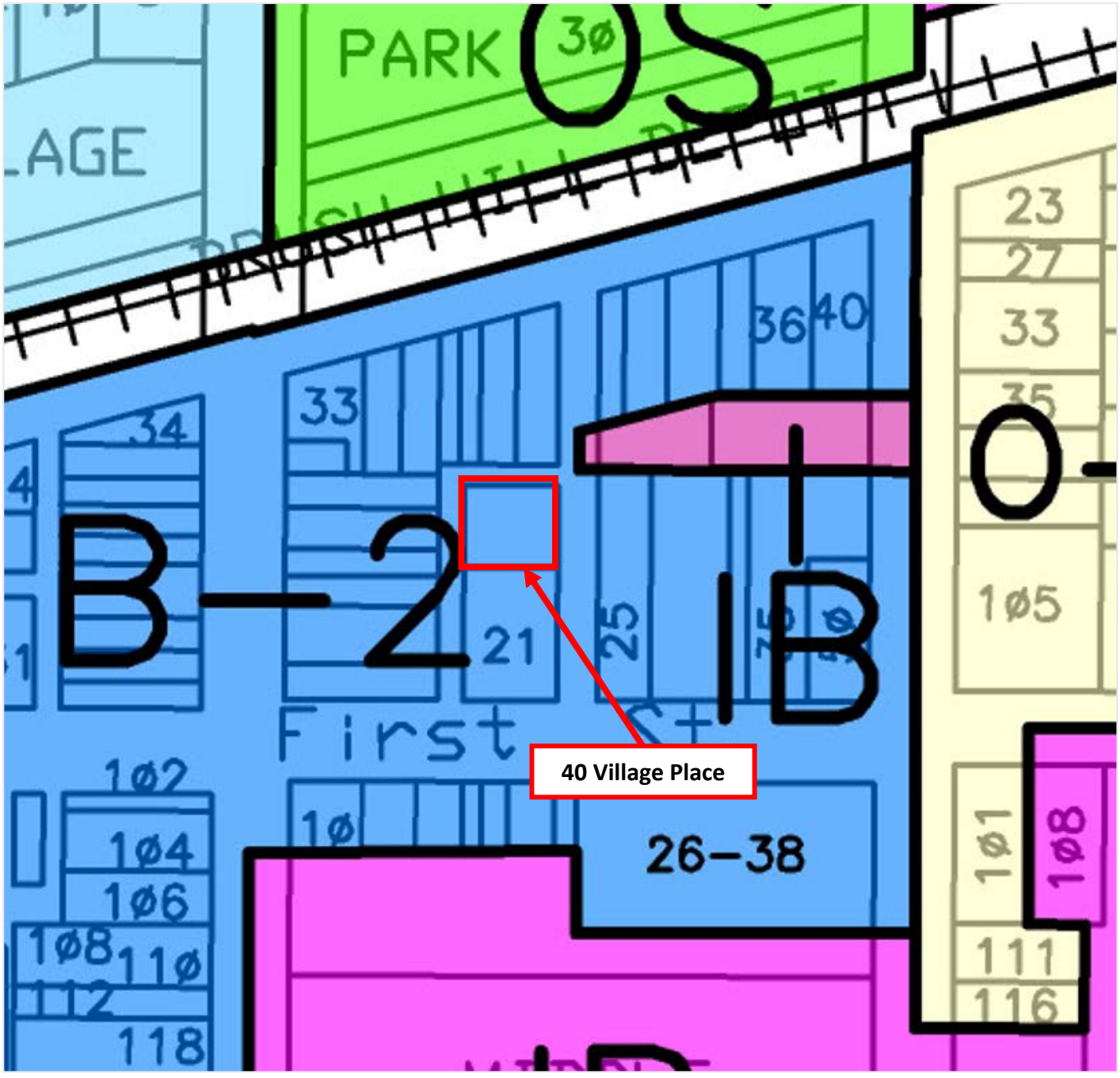
Documents Attached

1. Zoning Map
2. Aerial View
3. Birds Eye View
4. Application for a Temporary Use Permit and Exhibits

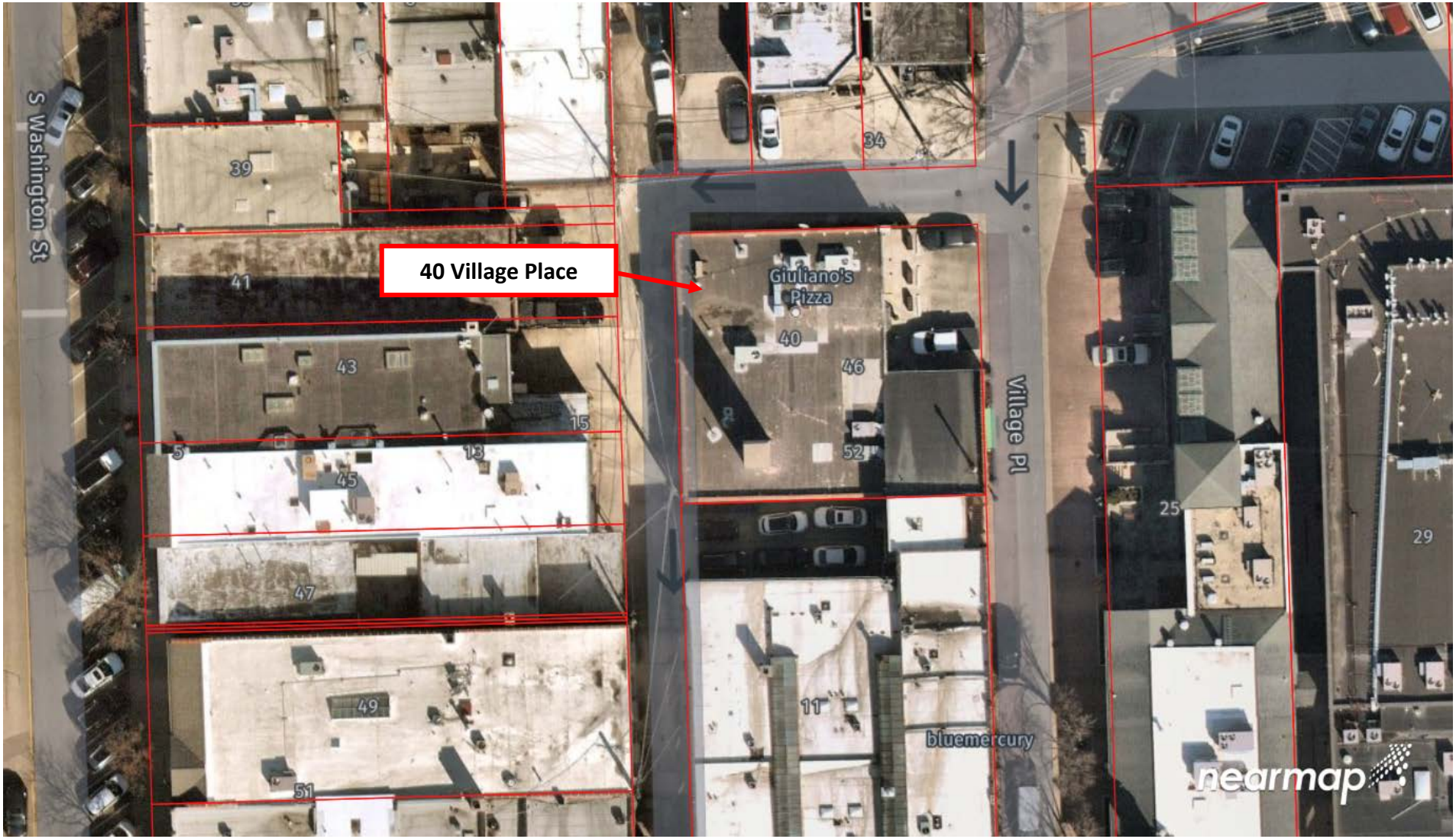
Village of Hinsdale Zoning Map and Project Location



Village of Hinsdale Zoning Map and Project Location



Aerial View – 40 Village Place



Birds Eye View – 40 Village Place



VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE

Address of proposed request: 40 Village Pl 6

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees ***MAY*** approve such use, subject to the following regulations:

9. *Others:* In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: Cathy Weisz Date: 4-10, 2023

Phone: 847 953 8228 Email: cathyweisz@me.com

Temporary Use Period Requested:

From: 5-15, 2023 through 8-15, 2023

Nature of Temporary Use Request:

patio tables + chairs

Signature of Owner:

Village Manager Date:, 20

OR

Date of Village Board Approval: , 20

For Office Use Only
$100 Fee Paid ☐
Date:
Received By:

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Cathy & Mickey Weisz

Owner's name (if different): Peter Marberry

Property address: 40 Village Place

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 2900

Lot area per dwelling: See Plat

Lot dimensions: ____ x ____

Current use of property: _____

Proposed use:
- ☐ Single-family detached dwelling
- ☒ Other: patio table + chairs

Approval sought:
- ☐ Building Permit
- ☒ Special Use Permit
- ☐ Site Plan
- ☐ Design Review
- ☐ Other: _____
- ☐ Variation
- ☐ Planned Development
- ☐ Exterior Appearance

Brief description of request and proposal:

1 patio tables

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:		
interior side(s)	1	1

	Provided:	Required by Code:
corner side	_____	_____
rear	_____	_____
Setbacks (businesses and offices):		
front:	_____	_____
interior side(s)	____/____	____/____
corner side	_____	_____
rear	_____	_____
others:	_____	_____
Ogden Ave. Center:	_____	_____
York Rd. Center:	_____	_____
Forest Preserve:	_____	_____
Building heights:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Maximum Elevations:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Dwelling unit size(s):	_____	_____
Total building coverage:	_____	_____
Total lot coverage:	_____	_____
Floor area ratio:	_____	_____

Accessory building(s): _____

Spacing between buildings: [depict on attached plans]

principal building(s):	_____	_____	_____
accessory building(s):	_____	_____	_____

Number of off-street parking spaces required: _____
Number of loading spaces required: _____

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: _____
Applicant's signature

Cathy Weitz
Applicant's printed name

Dated: 4-10, 2023

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

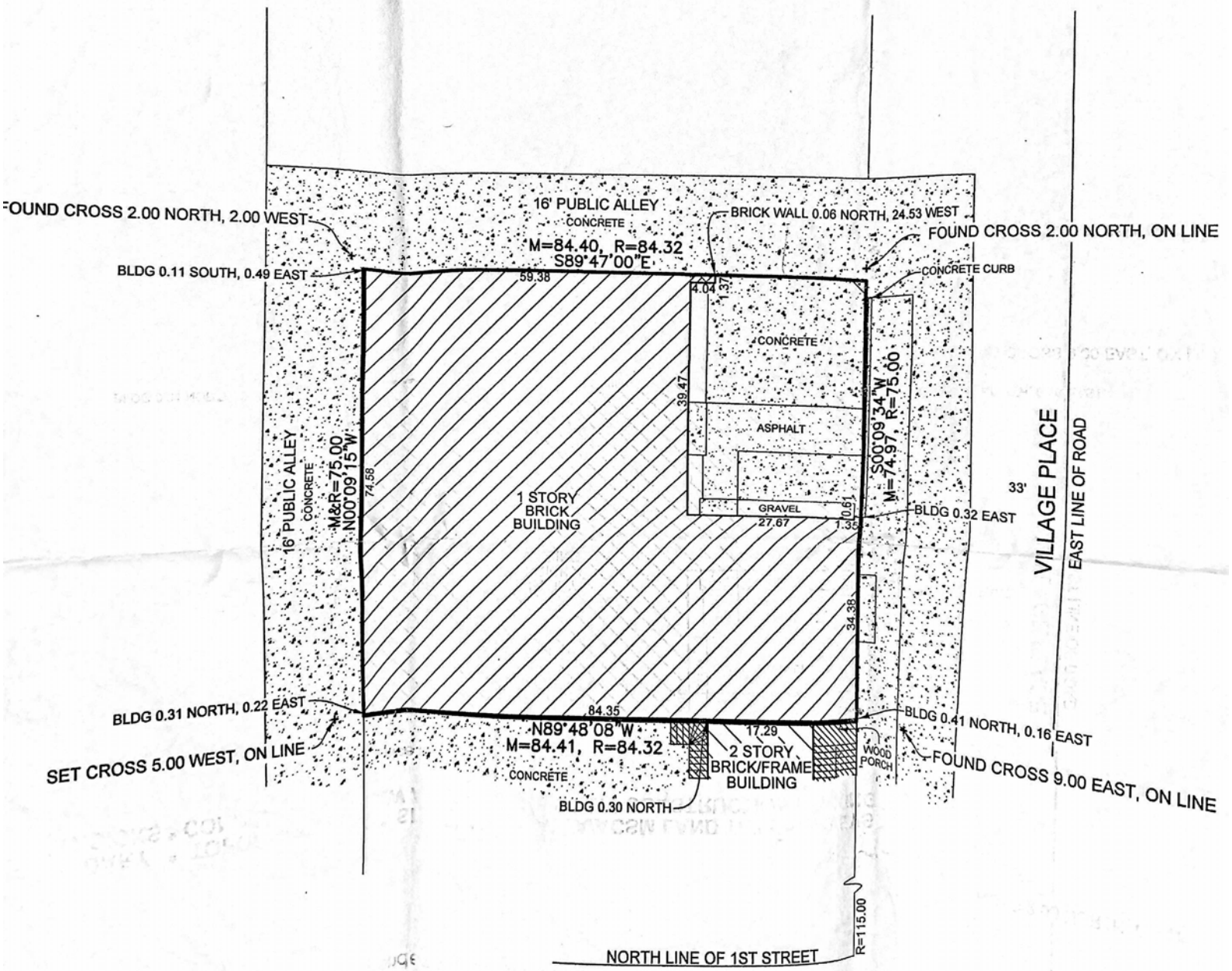
SCHOMIG LAND SURVEYORS, LTD.

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS
SCHOMIG-SURVEY@SBCGLOBAL
WWW.LAND-SURVEY-NOW.C
PHONE: 708-352-1452
FAX: 708-352-1454

PLAT OF SURVEY

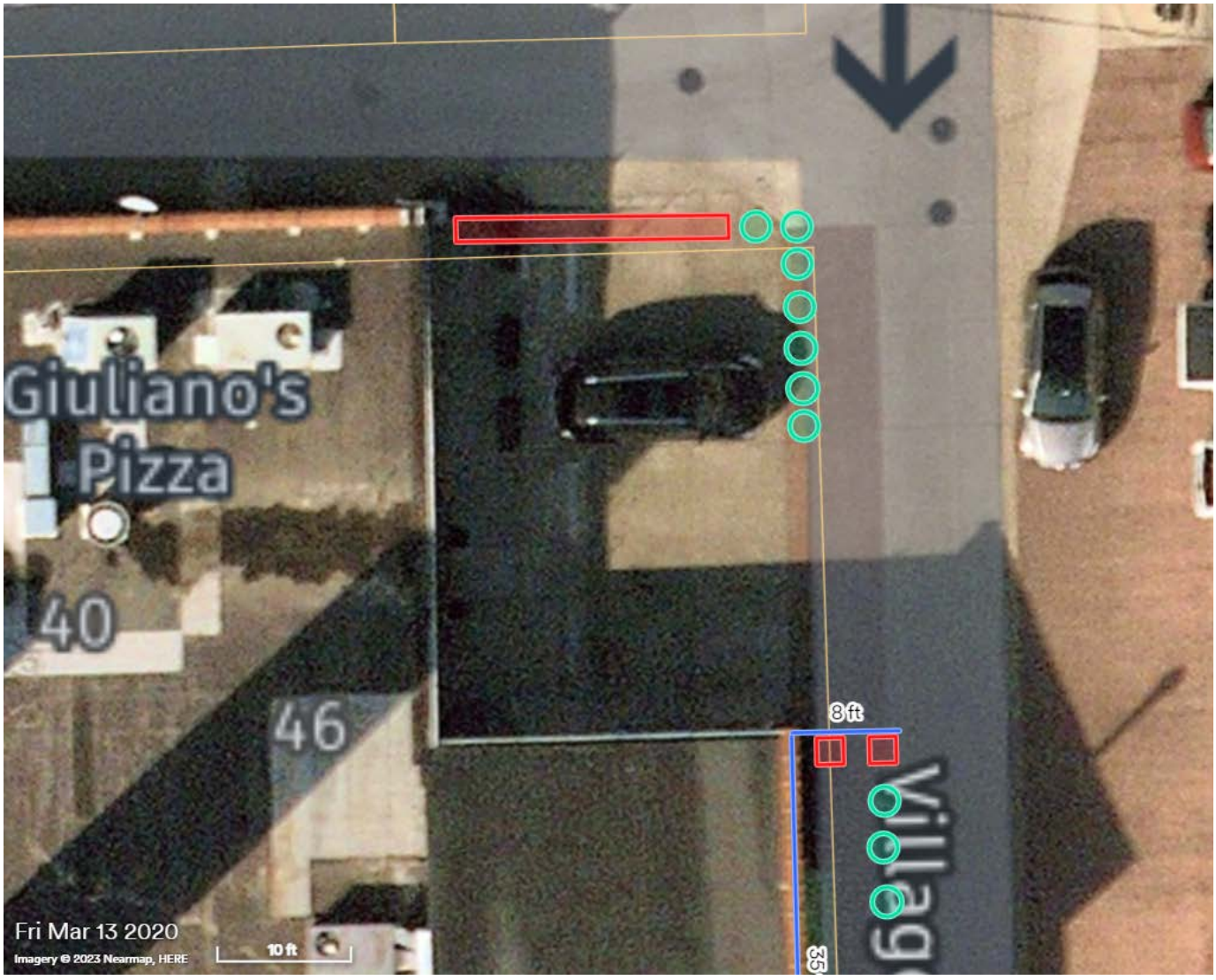
LOT 11, IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9 AND 10 IN BLOCK 2 IN THE PLAT OF THE TOWN OF HINSDALE, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ROTH'S RESUBDIVISION RECORDED OCTOBER 22, 1872 AS DOCUMENT 15636, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 40 TO 44 VILLAGE PLACE, ILLINOIS



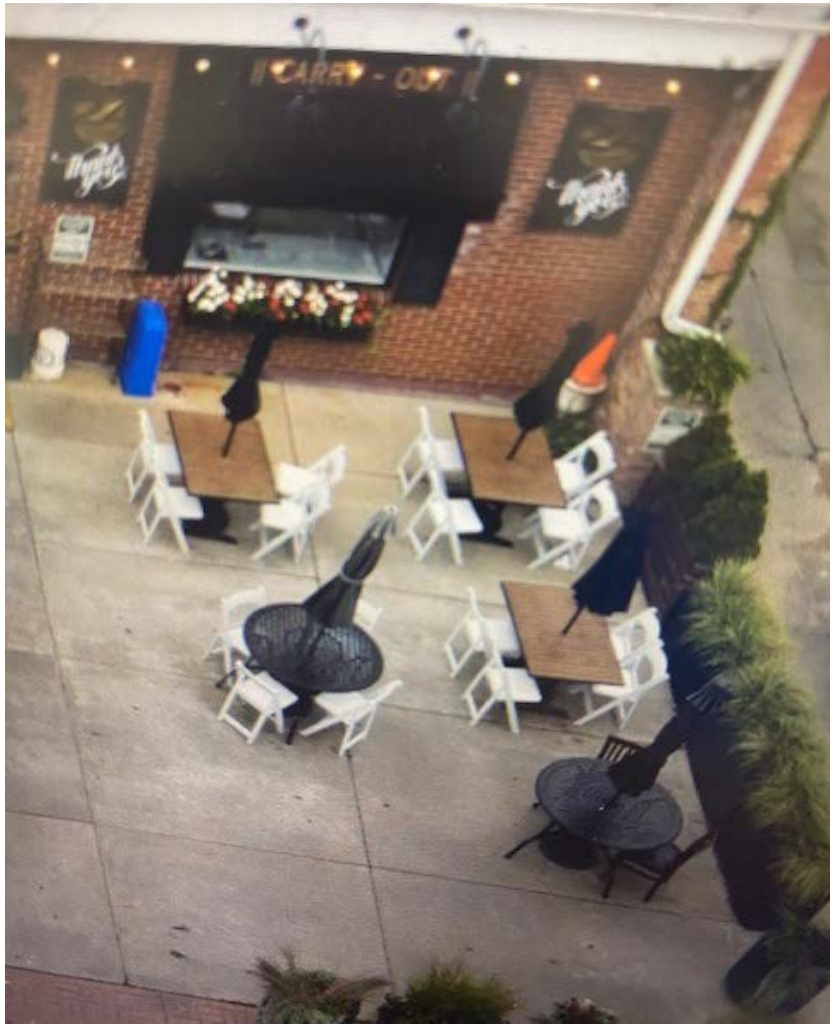
SITE PLAN SHOWING PLANTER BOXES TO BE PROVIDED BY THE VILLAGE

Seven (7) circular planters in smooth black concrete, with a 26" diameter and 30" height, will be located on the north and east side of the outdoor dining area and are partially located in the Village right-of-way (shown in green). Four (4) planters owned by Giuliano's will be relocated to the north side of the outdoor dining area (shown in red).



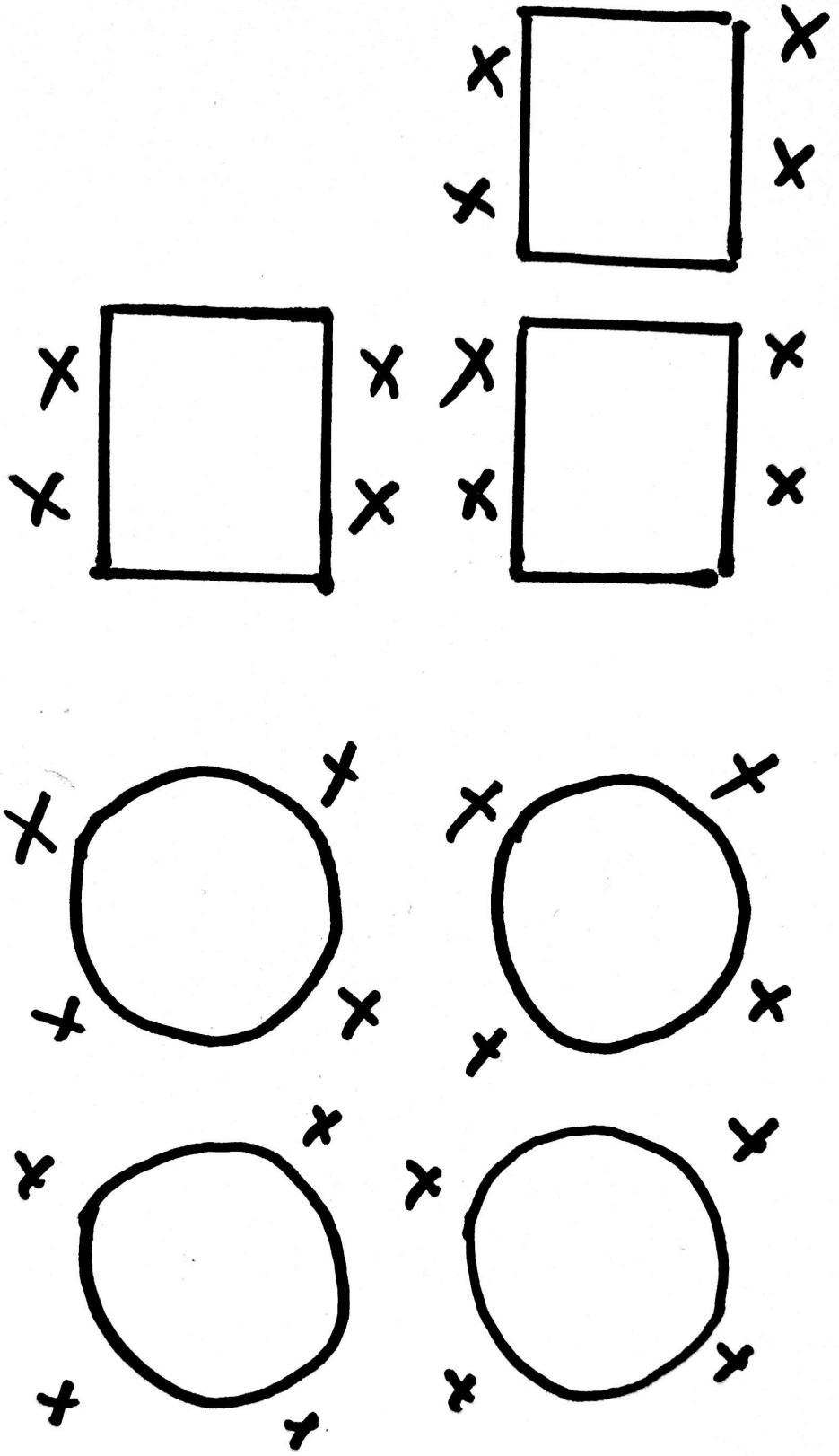
Proposed Furniture

Tables: Seven (7) Tables - Three (3) Black Metal / Wood Rectangular Tables and Four (4) Black Metal Circular Tables
Chairs: Twenty-Eight (28) Black Metal Chairs (*Note: The white chairs shown below were used in 2022 and are not proposed for 2023)
Umbrellas: Seven (7) Umbrellas with Black Fabric





NOTE: White chairs will not be used in the proposed outdoor dining area in 2023. All chairs will be black metal chairs.



Patio Proposal - 2023

AGENDA ITEM # 7h

REQUEST FOR BOARD ACTION

Department Name

AGENDA SECTION:	First Reading – ZPS
SUBJECT:	Amend the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes
MEETING DATE:	April 18, 2023
FROM:	Kathleen A. Gargano, Village Manager, Michael Marrs, Village Attorney

Recommended Motion

Approve an Ordinance amending the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes.

Background

To settle litigation, the Village Board approved a Consent Decree at its January 31, 2023, Village Board meeting.

Discussion & Recommendation

The Consent Decree requires certain actions be taken by the Village Board related to its policies and procedures. Within 120 days of entry of the Consent Decree, the Village is required to amend the Village Code to clarify that group homes serving persons with disabilities shall be a permitted use in any residential zoning district provided that the number of unrelated residents in the home does not exceed the Village's limit on unrelated residents for persons without a disability as outlined in Section II.7 and 8.

Budget Impact

No Budget Impact.

Village Board and/or Committee Action

The Village Board approved the provisions of the Consent Decree at its January 31, 2023, Village Board meeting.

Documents Attached

Ordniance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE AND ZONING ORDINANCE OF HINSDALE, ILLINOIS RELATIVE TO GROUP HOMES

WHEREAS, the Village of Hinsdale, has entered into a Consent Decree with the United States of America in Case No. 1:2-cv-06959 (the "Consent Decree"). A copy of the Consent Decree is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, Section II.7. of the Consent Decree requires the Village to repeal existing Chapter 3-19 of the Hinsdale Village Code, entitled "Group Homes for Persons with Disabilities"; and

WHEREAS, Section II.8. of the Consent Decree requires the Village to amend the Hinsdale Zoning Ordinance ("Zoning Code") to clarify that group homes serving persons with disabilities shall be a permitted use as of right in any residential district under the Zoning Code, notwithstanding any other provisions or restrictions of the Zoning Code, including, but not limited to, restrictions on "transitional services facilities," provided that the number of unrelated residents in the home does not exceed the Village's limit on unrelated residents in a dwelling for persons without disabilities. Section II.8. further notes that nothing in the Consent Decree prohibits the Village from adopting regulations or restrictions on the use of a residential property based on the number of unrelated residents, provided that such a restriction is neutral as to disability and not applied in a discriminatory manner; and

WHEREAS, the Village of Hinsdale seeks to implement Section II.7. and II.8. of the Consent Decree through the Village and Zoning Code text amendments set forth below (the "Proposed Text Amendments"), and has submitted an application for amendments to the Zoning Code relative to same; and

WHEREAS, on May 16, 2023, a public hearing was held on the Proposed Text Amendments before the Board of Trustees of the Village pursuant to notice thereof properly published in The Hinsdalean; and

WHEREAS, the President and Board of Trustees of the Village have duly considered any input received at the Public Hearing, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application, including but not limited to the requirements of the Consent Decree, and have determined that the approval of the Proposed Text Amendments, as set forth below, is in the best interests of the Village and is demanded by and required by the Consent Decree and for the public good.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, Cook County, Illinois, as follows:

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Title 3 (Business and License Regulations) of the Village Code of Hinsdale is amended by deleting Chapter 19 (Accommodations to Group Homes Serving Persons with Disabilities) in its entirety.

SECTION 3: Section 12-206 (Definitions) of the Zoning Code is amended by adding the following definition in its proper alphabetical location:

Group Home: A single-family detached dwelling, townhouse (single-family attached) dwelling, unit in a two-family dwelling, or unit in a multiple-family dwelling, occupied by a group living as a single household consisting of unrelated individuals not in excess of the Village's definition of family, who are disabled as defined by the Americans with Disabilities Act. Group homes as defined herein may, notwithstanding any other provisions of this Code, occupy as of right a dwelling in any residential district within the Village where the applicable type of dwelling in which they reside is a permitted use.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Emily Tompkins, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2023.

_____
Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of Cook and DuPage and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE AND ZONING ORDINANCE OF HINSDALE, ILLINOIS RELATIVE TO GROUP HOMES

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2023.

_____
Emily Tompkins, Village Clerk

[SEAL]

AGENDA ITEM # 8a

REQUEST FOR BOARD ACTION
Finance

`

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1777

MEETING DATE: April 18, 2023

FROM: Alison Brothen, Finance Director

Recommended Motion
Approve payment of the accounts payable for the period of March 30, 2023 through April 12, 2023 in the aggregate amount of $680,084.03 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background
At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation
After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1777 is recommended.

Budget Impact
N/A

Village Board and/or Committee Action
Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached
Warrant Register #1777

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1777

FOR PERIOD March 30, 2023 through April 12, 2023

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $680,084.03 reviewed and approved by the below named officials.

APPROVED BY _____ **DATE** _____
FINANCE DIRECTOR

APPROVED BY _____ **DATE** _____
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale

Schedule of Bank Wire Transfers and ACH Payments

1777

Payee / Date	Description	Vendor Invoice		Invoice Amount
Electronic Federal Tax Payment Systems				
3/31/2023	Village Payroll #7 - Calendar 2022	FWH/FICA/Medicare	$	91,947.87
Illinois Department of Revenue				
3/31/2023	Village Payroll #7 - Calendar 2022	State Tax Withholding	$	19,745.61
ICMA - 457 Plans				
3/31/2023	Village Payroll #7 - Calendar 2022	Employee Withholding	$	16,751.85
HSA PLAN CONTRIBUTION				
3/31/2023	Village Payroll #7 - Calendar 2022	Employer/Employee Withholding	$	-
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	$	-
Illinois Municipal Retirement Fund		Employer/Employee	$	77,291.84
		Total Bank Wire Transfers and ACH Payments	$	205,737.17

Village of Hinsdale
#1777
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	124,771.27	-	124,771.27
Capital Project Fund	400	8,644.85	-	8,644.85
Water & Sewer Operations	600	308,847.86	-	308,847.86
Escrow Funds	720	27,275.00	-	27,275.00
Payroll Revolving Fund	740	4,382.88	205,737.17	210,120.05
Library Operating Fund	900	425.00	-	425.00
Total		**474,346.86**	**205,737.17**	**680,084.03**

Warrant Register 1777

Invoice	Description	Invoice/Amount
NATIONWIDE RETIREMENT SOL		
24838	Payroll Run 1 - Warrant PR2307	825.00
	Check Date 4/4/2023 Total For Check # 115476	**825.00**
NATIONWIDE TRUST CO FSB		
24839	Payroll Run 1 - Warrant PR2307	3,327.11
	Check Date 4/4/2023 Total For Check # 115477	**3,327.11**
STATE DISBURSEMENT UNIT		
24840	Payroll Run 1 - Warrant PR2307	230.77
	Check Date 4/4/2023 Total For Check # 115478	**230.77**
COMCAST		
8771201110037136	POOL 4/4-5/3/23	169.80
	Check Date 4/5/2023 Total For Check # 115479	**169.80**
TOSHIBA FINANCIAL SERVICE		
497595918	COPIER LEASE PD 3/18-4/18/23	275.00
497595520	COPIER LEASE FIRE/PUB WKS 3/19-4/19/23	269.12
497595520	COPIER LEASE FIRE/PUB WKS 3/19-4/19/23	269.12
497865295	COPIER LEASE FIN 3/23-4/23/23	275.00
	Check Date 4/5/2023 Total For Check # 115480	**1,088.24**
AT&T MOBILITY		
287305163488-MAR23	PHONE CHARGES 2/26-3/25/23 PUB SAFETY	159.34
287305163488-MAR23	PHONE CHARGES 2/26-3/25/23 PUB SAFETY	1,314.67
287305163488-MAR23	PHONE CHARGES 2/26-3/25/23 PUB SAFETY	968.79
287305163488-MAR23	PHONE CHARGES 2/26-3/25/23 PUB SAFETY	42.18
	Check Date 4/6/2023 Total For Check # 115481	**2,484.98**
BULLSEYE TELECOM INC		
45918008	PHONE CHARGES 3/26-4/25/23	728.20
45918008	PHONE CHARGES 3/26-4/25/23	76.94
45918008	PHONE CHARGES 3/26-4/25/23	72.83
45918008	PHONE CHARGES 3/26-4/25/23	291.30
45918008	PHONE CHARGES 3/26-4/25/23	57.86
45918008	PHONE CHARGES 3/26-4/25/23	658.44
45918008	PHONE CHARGES 3/26-4/25/23	384.83
45918008	PHONE CHARGES 3/26-4/25/23	76.94
45918008	PHONE CHARGES 3/26-4/25/23	72.83

Warrant Register 1777

Invoice	Description	Invoice/Amount
45918008	PHONE CHARGES 3/26-4/25/23	149.77
45918008	PHONE CHARGES 3/26-4/25/23	52.13
45918008	PHONE CHARGES 3/26-4/25/23	39.33
	Check Date 4/6/2023 Total For Check # 115482	**2,661.40**
A BLOCK MARKETING INC		
LC00071211	WOODCHIP DISPOSAL	30.00
LC00071263	WOODCHIP DISPOSAL	30.00
LC00071307	LOG DISPOSAL	60.00
	Check Date 4/12/2023 Total For Check # 115483	**120.00**
AEP ENERGY		
3014421192-MAR23	908 ELM ST-2/17-3/20/23	793.09
3013129848-MAR23	53 VILLAGE PL-2/16-3/17/23	793.67
3014421204-MAR23	19 E CHGO TRANSFORMER 2/17-3/20/23	460.04
3013129837-MAR23	2 E N STOUGH/STREET LIGHTS 2/22-3/23/23	7,591.68
	Check Date 4/12/2023 Total For Check # 115484	**9,638.48**
AMERICAN CARNIVAL MART		
I-10265972	EASTER EVENT ITEMS	623.35
	Check Date 4/12/2023 Total For Check # 115485	**623.35**
AZP PAINTING INC		
1954	KLM PAINT WORK	950.00
	Check Date 4/12/2023 Total For Check # 115486	**950.00**
BACKFLOW SOLUTIONS INC		
7298	RPZ SURVEY PORTAL	500.00
	Check Date 4/12/2023 Total For Check # 115487	**500.00**
BACKGROUNDS ONLINE		
551439	BACKGROUND CHECKS	817.20
	Check Date 4/12/2023 Total For Check # 115488	**817.20**
BDK DOOR COMPANY INC		
805065061	EMERGENCY DOOR REPAIR	350.00
	Check Date 4/12/2023 Total For Check # 115489	**350.00**
BE PREPARED		
MARCH192023	SAFE AT HOME CLASS	90.00
03192023.1	FIRST AID CLASS	50.00
	Check Date 4/12/2023 Total For Check # 115490	**140.00**
BEACON SSI INCORPORATED		
104453	MARCH GAS TANK INSPECT	190.00
	Check Date 4/12/2023 Total For Check # 115491	**190.00**

Warrant Register 1777

Invoice	Description	Invoice/Amount
BRIGHT LIGHTS PRODUCTIONS INC		
20230013	STAGE RENTAL FOR VISTRO	9,775.00
	Check Date 4/12/2023 Total For Check # 115492	**9,775.00**
BURDELIK BUILDERS		
25144	CONT BD-733 N ELM #25144	10,000.00
25640	CONT BD-733 N ELM #25640	1,875.00
25143	ST MGMT-733 N ELM #25143	3,000.00
	Check Date 4/12/2023 Total For Check # 115493	**14,875.00**
C.A. BENSON & ASSOCIATES		
033123	ALLEY ADJOINING 815 S THURLOW	450.00
	Check Date 4/12/2023 Total For Check # 115494	**450.00**
CARROT-TOP INDUSTRIES,IN		
INV116366	6X10' FLAG- US	197.23
	Check Date 4/12/2023 Total For Check # 115495	**197.23**
CENTRAL STATES AUTOMATIC SPRINKLERS INC		
30682	FIRE SPRINKLER TESTING	383.32
30682	FIRE SPRINKLER TESTING	383.36
30682	FIRE SPRINKLER TESTING	383.32
	Check Date 4/12/2023 Total For Check # 115496	**1,150.00**
CINTAS CORPORATION		
4149520705	MAT & TOWEL SVC	22.85
4149520705	MAT & TOWEL SVC	30.53
4149520705	MAT & TOWEL SVC	21.39
4149520705	MAT & TOWEL SVC	21.29
4149520705	MAT & TOWEL SVC	46.08
4149520705	MAT & TOWEL SVC	42.97
	Check Date 4/12/2023 Total For Check # 115497	**185.11**
CLARENDON HILLS PARK DIST		
2023 1.0	CHEER CLASSES AT CH	654.00
HINSDALETUMBLING2023	MARCH TUMBLING	288.00
	Check Date 4/12/2023 Total For Check # 115498	**942.00**
COEO SOLUTIONS		
1092460	HIGH SPEED INTERNET 4/1-4/30/23	1,343.25
	Check Date 4/12/2023 Total For Check # 115499	**1,343.25**

Warrant Register 1777

Invoice	Description	Invoice/Amount
COLLISION SAFETY INSTITUTE LLC		
230050	CDR ANALYST TRAINING	750.00
	Check Date 4/12/2023 Total For Check # 115500	**750.00**
COMCAST		
8771201110036767	VH 4/5-5/4/23	268.84
8771201110036815	WATER 4/5-5/4/23	169.80
8771201110036807	KLM 4/5-5/4/23	116.85
	Check Date 4/12/2023 Total For Check # 115501	**555.49**
COMED		
0015093062	303 57TH STREET-SCADA	512.27
0075151076	ELEANOR PARK	897.00
0203017056	WARMING HOUSE/PADDLE HUT	384.61
0203065105	CHESTNUT PARKING	40.13
0395122068	STREET LIGHTS	75.19
0417073048	314 SYMONDS DR	643.84
0427019145	PD CAMERA	31.39
0471095066	FOUNTAIN	45.97
0651102260	PD CAMERA	32.83
0697168013	STREET LIGHTS	36.17
0825110049	PD CAMERA	31.23
1993023010	RADIO EQUIPMENT FD	229.34
2378029015	WASHINGTON	55.88
2425068008	VEECK PARK	503.54
2771151012	PD CAMERA	30.19
3454039030	VEECK PARK-WP	1,122.64
7011157008	NS CBQ RR	30.86
7011378007	PIERCE PARK	119.69
7093551008	KLM LODGE 80/20	1,050.54
7093551008	KLM LODGE 80/20	262.63
8521083007	ROBBINS PARK	555.02
8521342001	TRAIN STATION	1,020.19
8521400008	WATER PLANT	42.08
8605174005	BROOK PARK	495.01
8605437007	POOL	753.53
8689206002	ELEANOR PARK	29.79
	Check Date 4/12/2023 Total For Check # 115502	**9,031.56**

Warrant Register 1777

Invoice	Description	Invoice/Amount
COMED		
0381057101	CLOCK TOWER	23.50
0499147045	BURLINGTON PARK	23.50
0639032045	ROBBINS PARK	19.89
1107024145	LANDSCAPE LIGHTS 650	25.93
1507053046	PD CAMERA	29.50
2155025097	PD CAMERA	28.37
2195166237	PD CAMERA	29.58
6583006139	BURLINGTON PARK	23.50
7011481018	WALNUT STREET	24.70
7261620005	SAFETY TOWN	20.85
8689480008	STOUGH PARK	19.46
8689640004	BURNS FIELD	20.02
	Check Date 4/12/2023 Total For Check # 115503	**288.80**
CONRAD POLYGRAPH, INC		
5512	POLYGRAPH EXAM-WESTFALL	180.00
	Check Date 4/12/2023 Total For Check # 115504	**180.00**
CORE & MAIN LP		
S454744	WATER MAIN MATERIALS	4,569.90
S491252	WATER METER & TAIL PIECES	1,658.50
	Check Date 4/12/2023 Total For Check # 115505	**6,228.40**
DOOR SYSTEMS		
921894	EMERGENCY DOOR REPAIR	704.69
	Check Date 4/12/2023 Total For Check # 115506	**704.69**
DUPAGE COUNTY CHIEFS OF		
040423	ADMIN PROF DAY LUNCHEON	75.00
	Check Date 4/12/2023 Total For Check # 115507	**75.00**
DUPAGE WATER COMMISSION		
01-1200-00-MAR23	WATER CHARGES 2/28-3/31/23	290,437.42
	Check Date 4/12/2023 Total For Check # 115508	**290,437.42**
ECO CLEAN MAINTENANCE INC		
11576	CUSTODIAL SERVICES 2023	1,900.00
11576	CUSTODIAL SERVICES 2023	1,200.00
11576	CUSTODIAL SERVICES 2023	2,546.00
11576	CUSTODIAL SERVICES 2023	720.00
	Check Date 4/12/2023 Total For Check # 115509	**6,366.00**

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Invoice	Description	Invoice/Amount
ETP LABS, INC		
23-136492	BACTERIA SAMPLES-FEB23	288.00
23-52804	VEECK CSO SAMPLING	160.00
	Check Date 4/12/2023 Total For Check # 115510	**448.00**
FACTORY MOTOR PARTS CO		
1-8450111	WIPER BLADES #28	23.38
1-8450581	WIPER BLADES FORD TRUCKS	58.45
1-8450581	WIPER BLADES FORD TRUCKS	58.45
60-373113	PURG VALVE #845	25.60
	Check Date 4/12/2023 Total For Check # 115511	**165.88**
FCWRD		
009575-000-MAR23	SEWER 12/20/22-2/20/23	29.30
	Check Date 4/12/2023 Total For Check # 115512	**29.30**
FEDEX		
8-083-08534	SHIPPING-COOK COUNTY CLERK OFC	42.05
	Check Date 4/12/2023 Total For Check # 115513	**42.05**
FIRE SAFETY CONSULTANTS		
23-3745	14 W FIRST SUPPRESSION REVIEW	565.00
	Check Date 4/12/2023 Total For Check # 115514	**565.00**
FIRESTONE STORES		
143119	NEW TIRE SQUAD 42	126.87
	Check Date 4/12/2023 Total For Check # 115515	**126.87**
FLAG SOURCE		
520275	ALUMINUM FLAG POLES	635.75
	Check Date 4/12/2023 Total For Check # 115516	**635.75**
FUN EXPRESS, LLC		
723301301-01	EASTER EVENT ITEMS	594.04
	Check Date 4/12/2023 Total For Check # 115517	**594.04**
GALLS		
024063973	UNIFORM ALLOW	260.35
024063974	UNIFORM ALLOW	474.08
023914505	UNIFORM ALLOW	516.99
024100217	UNIFORM ALLOW	149.95
024100339	UNIFORM ALLOW	202.87
024100343	UNIFORM ALLOW	184.83
	Check Date 4/12/2023 Total For Check # 115518	**1,789.07**

Warrant Register 1777

Invoice	Description	Invoice/Amount
GOVTEMPS USA, LLC		
4150333	PAYROLL TEMP HOURS 3/12, 3/19	1,701.00
	Check Date 4/12/2023 Total For Check # 115519	**1,701.00**
GRAINGER, INC.		
9652391625	PS WATER FOUNTAIN FILTER	76.65
9659868492	PARK BUILDING ITEMS	29.14
9656672145	PARK BUILDING ITEMS	106.86
	Check Date 4/12/2023 Total For Check # 115520	**212.65**
HAWKINS, INC.		
6405760	VEECK CSO CHEMICALS BOT 3/7/23	750.97
	Check Date 4/12/2023 Total For Check # 115521	**750.97**
HR GREEN INC		
161035	2023 RESURFACING DESIGN ENGINEER	3,475.00
161036	SIXTH ST RECONSTRUCTION DESIGN ENGINEER	5,169.85
	Check Date 4/12/2023 Total For Check # 115522	**8,644.85**
IL LEAP		
0000531	LEAP CONFERENCE	349.00
	Check Date 4/12/2023 Total For Check # 115523	**349.00**
ILLCO, INC.		
2576521	REBUILD KLM HEATING PUMP BEARING	481.86
	Check Date 4/12/2023 Total For Check # 115524	**481.86**
ILLINOIS PHLEBOTOMY SVCS		
1753	PHLEBOTOMY SERVICES -HIP23003518	550.00
	Check Date 4/12/2023 Total For Check # 115525	**550.00**
INDUSTRIAL ELECTRIC SUPPLY		
S100021339.001	REPLACE FUSES FOR VEECK ATHLETIC LIGHTS	156.74
	Check Date 4/12/2023 Total For Check # 115526	**156.74**
IRMA		
IVC0012111	UNDERGROUND/ABOVE STORAGE TANK	499.06
IVC0012111	UNDERGROUND/ABOVE STORAGE TANK	157.90
IVC0012034	VOLUNTEER COVERAGE	425.00
IVC0012034	VOLUNTEER COVERAGE	425.00
CREDT0003358	JANUARY DEDUCTIBLE	3,225.73
CREDT0003358	JANUARY DEDUCTIBLE	451.99
CREDT0003358	JANUARY DEDUCTIBLE	-4,127.39
SALES0020604	FEBRUARY DEDUCTIBLE	528.19

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Invoice	Description	Invoice/Amount
SALES0020604	FEBRUARY DEDUCTIBLE	5,899.93
	Check Date 4/12/2023 Total For Check # 115527	**7,485.41**
LISA LOMBARDI COACHING		
50072104	ICE CREAM CLASS	84.00
	Check Date 4/12/2023 Total For Check # 115528	**84.00**
MENARDS		
15963	POOL ELECTRIC IN PUMP ROOM	82.45
15964	KLM NEW ELECTRIC SERVICE	73.36
16181	LAUNDRY DETERGENT	56.73
	Check Date 4/12/2023 Total For Check # 115529	**212.54**
MOTOROLA SOLUTIONS		
8281592561	NEW RADIO ACCESSORIES	36.66
	Check Date 4/12/2023 Total For Check # 115530	**36.66**
NAMEPLATE & PANEL TECH		
284223	TRIBUTE TREE TAGS	54.50
	Check Date 4/12/2023 Total For Check # 115531	**54.50**
NAPA AUTO PARTS		
4343-827447	7-WAY TRAILER PLUG #18	12.92
	Check Date 4/12/2023 Total For Check # 115532	**12.92**
NUCO2 INC		
72280577	POOL CHEMICALS	214.03
72551089	POOL CHEMICALS	214.81
	Check Date 4/12/2023 Total For Check # 115533	**428.84**
NUTOYS LEISURE PRODUCTS		
53968	MEMORIAL BENCH	2,598.00
	Check Date 4/12/2023 Total For Check # 115534	**2,598.00**
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
456698	PORTABLE GENERATOR	1,150.00
	Check Date 4/12/2023 Total For Check # 115535	**1,150.00**
OAKWOOD ELECTRIC & GENERATOR		
27444	CONT BD-437 BRIARGATE #27444	500.00
	Check Date 4/12/2023 Total For Check # 115536	**500.00**
OLYMPIA FIRE PROTECTION		
LODGEHINSD	PIPE TESTING	185.00
	Check Date 4/12/2023 Total For Check # 115537	**185.00**

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Invoice	Description	Invoice/Amount
ALSAUSKAITE, LINA		
258502	PROGRAM CANCELLATION	45.00
	Check Date 4/12/2023 Total For Check # 115538	**45.00**
BRINCKERHOFF, JOHN		
040623	OVERPAID PARKING PERMIT	223.50
	Check Date 4/12/2023 Total For Check # 115539	**223.50**
DIRECTOR OF ILLINOIS STATE POLICE		
CASE#2023MX52	2023MX52-KENNETH ALLEN	1,000.00
	Check Date 4/12/2023 Total For Check # 115540	**1,000.00**
INONU, MELIKE		
258501	PROGRAM CANCELLATION	90.00
	Check Date 4/12/2023 Total For Check # 115541	**90.00**
LEVESTON, ANGEL		
258822	PROGRAM CANCELLATIONS	67.00
258822	PROGRAM CANCELLATIONS	43.00
	Check Date 4/12/2023 Total For Check # 115542	**110.00**
MARTINI, OMAR		
27452	KLM SECURITY DEP-EN220319 #27452	500.00
	Check Date 4/12/2023 Total For Check # 115543	**500.00**
MCNAUGHTON OFFICE CENTER		
27226	CONT BD-123 E OGDEN #27226	6,000.00
	Check Date 4/12/2023 Total For Check # 115544	**6,000.00**
NAGAMINE, WAYDE		
258696	PROGRAM CANCELLATIONS	290.00
	Check Date 4/12/2023 Total For Check # 115545	**290.00**
NAGAMINE, WAYDE		
258745	PROGRAM CANCELLATIONS	84.00
	Check Date 4/12/2023 Total For Check # 115546	**84.00**
OTTWELL, SARA		
258735	PROGRAM CANCELLATION	85.00
	Check Date 4/12/2023 Total For Check # 115547	**85.00**
SCHNELL, MICHAEL R		
27296	CONT BD-436 MINNEOLA #27296	5,000.00
	Check Date 4/12/2023 Total For Check # 115548	**5,000.00**

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Invoice	Description	Invoice/Amount
TRIANGLE CONSTRUCTION		
26775	CONT BD-838 S BRUNER #26775	900.00
	Check Date 4/12/2023 Total For Check # 115549	**900.00**
WERICH, MICHAEL		
258634	PROGRAM CANCELLATIONS	280.00
	Check Date 4/12/2023 Total For Check # 115550	**280.00**
WEST, CHADDRIAN		
27481	KLM SECURITY DEP-EN230311 #27481	250.00
	Check Date 4/12/2023 Total For Check # 115551	**250.00**
ONSOLVE INTERMEDIATE		
15278003	CODE RED SUBS. 5/1-4/30/24	8,089.36
	Check Date 4/12/2023 Total For Check # 115552	**8,089.36**
PEERLESS NETWORK, INC		
15771	PHONE CHARGES 2/15-3/14/23	38.58
15771	PHONE CHARGES 2/15-3/14/23	395.25
15771	PHONE CHARGES 2/15-3/14/23	489.53
15771	PHONE CHARGES 2/15-3/14/23	311.40
15771	PHONE CHARGES 2/15-3/14/23	299.49
15771	PHONE CHARGES 2/15-3/14/23	299.49
18251	PHONE CHARGES 3/15-4/14/23	39.66
18251	PHONE CHARGES 3/15-4/14/23	292.77
18251	PHONE CHARGES 3/15-4/14/23	367.16
18251	PHONE CHARGES 3/15-4/14/23	229.86
18251	PHONE CHARGES 3/15-4/14/23	237.95
18251	PHONE CHARGES 3/15-4/14/23	237.94
	Check Date 4/12/2023 Total For Check # 115553	**3,239.08**
PERSONNEL STRATEGIES LLC		
02232023	EMPLOYMENT DEVELOPMENT	1,400.00
	Check Date 4/12/2023 Total For Check # 115554	**1,400.00**
PITNEY BOWES		
1022758719	CUSTOM ENVELOPES	412.00
1021510878	EQUIPMENT SVC AGREE 10/1/22-9/30/23	960.00
	Check Date 4/12/2023 Total For Check # 115555	**1,372.00**
PLAQUES PLUS		
I0221-69	MEMORIAL BENCH PLAQUES	121.36
	Check Date 4/12/2023 Total For Check # 115556	**121.36**

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Invoice	Description		Invoice/Amount	
RED WING BUSINESS ADVANTA				
20230406040764	UNIFORM ALLOW		64.99	
	Check Date 4/12/2023	**Total For Check # 115557**	**64.99**	
SAFETY-KLEEN SYSTEMS, INC				
91189426	PARTS WASHER		197.75	
	Check Date 4/12/2023	**Total For Check # 115558**	**197.75**	
SIGN WORKS INC				
111796	150TH SIGNS		612.00	
	Check Date 4/12/2023	**Total For Check # 115559**	**612.00**	
SOUND INCORPORATED				
D1364207	REPAIR TO SOUND SYSTEM		202.50	
	Check Date 4/12/2023	**Total For Check # 115560**	**202.50**	
STANDARD EQUIPMENT CO				
W10092	REPAIR BOOM ON VACTOR UNIT #15		1,421.44	
	Check Date 4/12/2023	**Total For Check # 115561**	**1,421.44**	
THE POLICE & SHERIFFS				VOID 115562
175464	RETIRED OFC ID - RUBAN		17.60	
	Check Date 4/12/2023	**Total For Check # 115563**	**17.60**	
THOMSON REUTERS WEST				
848073088	SOFTWARE SUBS. -03/01-03/31/23		240.01	
	Check Date 4/12/2023	**Total For Check # 115564**	**240.01**	
TRAFFIC CONTROL & PROTECT				
114002	CODE OF CONDUCT SIGNS		1,933.00	
113715	2 HOUR PARKING SIGNS		330.00	
	Check Date 4/12/2023	**Total For Check # 115565**	**2,263.00**	
TRANE				
13915246	FILTER REPLACEMENT		130.68	
	Check Date 4/12/2023	**Total For Check # 115566**	**130.68**	
TURF HOLDINGS LLC				
INV96690	SEED FOR PARKS TURF RESTORATION		1,870.65	
	Check Date 4/12/2023	**Total For Check # 115567**	**1,870.65**	
UNIVERSAL MEDICAL INC				
00157452	FIRST AID BENCH		772.97	
	Check Date 4/12/2023	**Total For Check # 115568**	**772.97**	

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Invoice	Description		Invoice/Amount
VERMONT SYSTEMS, INC.			
VS007586	GL SET-UP		87.50
	Check Date 4/12/2023	**Total For Check # 115569**	**87.50**
VULCAN CONST MATERIALS LL			
33204214	TRENCH BACKFILL		708.01
	Check Date 4/12/2023	**Total For Check # 115570**	**708.01**
WAREHOUSE DIRECT INC			
5401787-0	ADMIN OFFICE SUPPLIES		16.89
5430654-0	LODGE OFFICE SUPPLIES		177.97
5457520-1	PARKS JANITORIAL SUPPLIES		115.62
5457528-1	PARKS JANITORIAL SUPPLIES		184.42
5447119-0	ADMIN OFFICE SUPPLIES		17.97
5461587-0	OFFICE SUPPLIES		99.55
5454812-0	JANITORIAL SUPPLIES		260.86
5446533-0	OFFICE SUPPLIES		92.70
5456670-0	KLM EVENT SUPPLIES		80.25
5466395-0	OFFICE & BREAKROOM SUPPLIES		22.18
5466395-0	OFFICE & BREAKROOM SUPPLIES		26.38
5466395-0	OFFICE & BREAKROOM SUPPLIES		26.37
C5467229-0	CREDIT-RETURNED ITEM		-49.83
5464268-0	JANITORIAL SUPPLIES-PARKS		70.57
5468969-0	OFFICE SUPPLIES		1.92
	Check Date 4/12/2023	**Total For Check # 115571**	**1,143.82**
YOUNG REMBRANDTS			
2099	DOUBLE THE FUN DRAWING		75.00
	Check Date 4/12/2023	**Total For Check # 115572**	**75.00**
ZOLL MEDICAL CORP			
3696495	ZOLL X SERIES CARDIAC MONITOR BOT 3/16/23		37,817.46
	Check Date 4/12/2023	**Total For Check # 115573**	**37,817.46**
	Total For ALL Checks		**474,346.86**



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	124,771.27
CAPITAL PROJECTS FUND	400	8,644.85
WATER & SEWER OPERATIONS FUND	600	308,847.86
ESCROW FUND	720	27,275.00
PAYROLL REVOLVING FUND	740	4,382.88
LIBRARY OPERATIONS	900	425.00
	TOTALS:	474,346.86

END OF REPORT

AGENDA ITEM # 8b

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	Consent Agenda - ACA
SUBJECT:	Liquor Code Amendment
MEETING DATE:	April 18, 2023
FROM:	Andrianna Peterson, Assistant Village Manager

Recommended Motion

Approve an Ordinance amending various sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale, Illinois relative to Class A3 (Packaged Sales at Boutiques) Liquor Licenses.

Background

The Village's Liquor Code currently has a Class A3 – Packaged Sales at Boutiques License that authorizes the sale, on the premises specified on the license, of alcoholic liquors. A Class A3 liquor license is for specialty or boutique establishments that either sell gourmet food products, specialty gift products, or fine bottled wines, beers or spirits. A Class A3 liquor license authorizes the packaged sales of alcoholic liquors and the retail sale by the glass of beer and wine only, for consumption on the premises. A Class A3 License also allows for complimentary tastings of alcoholic liquor for consumption on the premises in limited quantities.

The Hinsdale Wine Shop, located at 12 East Hinsdale Avenue, is the Village's only Class A3 licensee and has been in business approximately 20 years.

Discussion & Recommendation

The Hinsdale Wine Shop has requested that their liquor license be amended to allow for sales and tastings of wine only at five off-premise events at the Community House (tasting and sales), Uniquely Thursday's (sales only), and the Farmer's Market (sales only). The Wine Shop has been conducting these activities without incident for several years, and the Wine Shop has advised the Village that they only intend to provide sales and tastings of wine at these events. According to the owner of the business, wine purchased at the events is generally ready for pick up at the wine shop or delivery later that day or the following week.

The Village has worked with the Village Attorney to prepare the attached proposed amendment to Title 3, Chapter 3, Section 11 of the Liquor Code for consideration. If the amendment is approved, the Wine Shop will also apply for a State license that allows for both on premise-and off-premise sales. Staff recommends that the issuance of the Village's license be contingent on receipt of the appropriate State license.

Village Staff further recommends that the license issued to the Wine Shop specify the five events at the Community House, and Chamber events where off-premise sales and tastings are allowed as part of the annual license application process. Wine sold at these events would only be available for subsequent pick-up or delivery after the specified event is concluded.

If additional events are identified by the Wine Shop after the annual license is issued, the Wine Shop must receive approval from the Liquor Commissioner.

Budget Impact

N/A

Village Board and/or Committee Action

At their meeting April 3, 2023, the Board agreed to move this item forward to the Consent Agenda at their next meeting.

Documents Attached

1. Draft Liquor Code Ordinance Amendments

VILLAGE OF HINSDALE

ORDINANCE NO.

AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 3 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 3 (LIQUOR CONTROL) OF THE VILLAGE CODE OF HINSDALE, ILLINOIS RELATIVE TO CLASS A3 (PACKAGED SALES AT BOUTIQUES) LIQUOR LICENSES

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale at retail of alcoholic liquor not inconsistent with the Act, the penalties for the violation of regulations and restrictions relative to operation under local licenses, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") desire to make certain amendments to Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) relative to the Classification of Local Liquor Licenses by amending Class A3 – Packaged Sales to allow for limited off-premise sales and tastings, all as set forth below (the "Code Amendments"); and

WHEREAS, pursuant to the authority granted under the Liquor Control Act of 1934 (235 ILCS 5/6-1 *et seq.*), the President and Board of Trustees of the Village of Hinsdale approve the Code Amendments as set forth below and find the adoption of the Code Amendments to be in the best interests of the Village.

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

SECTION 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Subsection A.2.c. (Class A3 – Packaged Sales at Boutiques) of Section 11 (Classes of Class A Liquor Licenses) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"A. Class A - Packaged Sales:

***

2. Classes Of Class A Liquor Licenses:

***

c. Class A3 - Packaged Sales At Boutiques: A class A3 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors. A class A3 liquor license may also allow, upon application, for off-premises packaged sales of wine only, for subsequent pick-up or delivery, at locations and on dates specified in the annual license, or as individually approved by the Liquor Commissioner subsequent to the issuance of the annual license. A class A3 liquor license is for specialty or boutique establishments that either sell gourmet food products, specialty gift products, or fine bottled wines, beers or spirits and is subject to the following conditions and qualifications:

(1) The A3 local liquor license shall only be issued to an establishment that does not exceed two thousand (2,000) square feet in net sales area.

(2) An A3 local liquor license shall authorize the sale of packaged sales of alcoholic liquors. An A3 local liquor license shall also authorize the retail sale of by the glass of beer and wine only, for consumption on the premises. An A3 liquor license may also allow, upon application, for limited off-premises tastings of wine only, at locations and on dates specified in the annual license, or as individually approved by the Liquor Commissioner subsequent to issuance of the annual license.

(3) Not more than twenty percent (20%) of the net sales area shall be dedicated to the display of spirits.

(4) Seating for persons consuming wine and beer by the glass shall not exceed thirty (30) seats.

(5) A class A3 license may be issued only to an establishment whose principal stock in trade is fine wines, premium or craft beer, gourmet food products such as seafood, fine meats, specialty sauces, cheeses, gourmet chocolates, and similar products and specialty gift products such as fine food accessories and wine related accessories, and not quick preparation foods, or general supermarket foods, or household products. The commissioner or his or her designee shall determine if an applicant meets the definition of a specialty or boutique store.

(6) Sales of alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

(7) All consumption of wine or premium beer shall be discontinued within thirty (30) minutes after the closing hours recited herein."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this ____ day of_____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Emily Tompkins, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2023.

_____
Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of Cook and DuPage and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 3 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 3 (LIQUOR CONTROL) OF THE VILLAGE CODE OF HINSDALE, ILLINOIS RELATIVE TO CLASS A3 (PACKAGED SALES AT BOUTIQUES) LIQUOR LICENSES

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2023.

_____
Emily Tompkins, Village Clerk

[SEAL]

AGENDA ITEM # 8c

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	Consent Agenda - ACA
SUBJECT:	Information Technology Security Managed Services Purchase
MEETING DATE:	April 18, 2023
FROM:	Andrianna Peterson, Assistant Village Manager

Recommended Motion

Waive the competitive bidding process and approve the purchase of proprietary software and information technology security managed services from Ascend Technologies of Chicago, IL at a cost not to exceed $21,073.20.

Background

For the past several years, Village staff and the Village's risk management agency, IRMA, has been working to identify and reduce cyber-attacks aimed at municipalities. In August 2019, the New York Times reported that more than 40 municipalities were the victim of cyber-attacks that included malicious malware being sent via e-mail and ransomware extortion, where the municipality's data has been encrypted and held in exchange for a ransom payment demand to unlock the data. In 2021, our IT vendor reports that 2,323 local governments were breached.

Each year, Village staff requests that the Village's Information Technology (IT) contractor, Orbis Solutions, review the adequacy of the Village current IT security products. Since 2020, Orbis Solutions has recommended managed IT security service products. Managed security products differ from standard security software in that they are monitored by security professionals and better able to detect and respond to security breaches and attempts. Managed security products are typically more expensive than standard security software.

For the past several years, the Village has contracted with Infogressive for this service. Inforgressive was recently acquired by Ascend Technologies. Ascend Technologies provides e-mail security, endpoint detection and response services, and log analysis. Additionally, Ascend Technologies provides end-user training on detecting e-mail phishing scams and security awareness, and will test and report on end-user's ability to detect suspicious e-mails.

Discussion & Recommendation

The Village's insurance provider, IRMA, requires that municipal clients must have protections in place to deter and detect cyber-attacks and ransomware demands in order to make an insurance claim for a cyber or ransomware attack. Additionally, the Criminal Justice Information System requires a two-step security verification process that the Ascend Technologies security products provide.

Orbis Solutions has deployed Ascend Technologies security products at many of their other customer locations and are confident in the capabilities to provide a secure IT environment. Ascend Technologies claims that clients using their services have never had an incident that

resulted in data loss or ransom-ware executed. Most importantly, Hinsdale has not experienced a breach resulting in data loss in the last three years in which we have employed Ascend's services.

Orbis has evaluated other providers and options used by organizations that are a similar size as the Village and offering comparable managed security products. According to Orbis, Ascend employs best of breed technologies, in a layered defensive framework with 24x7 support, monitoring and analysis through their Security Operation Center (SOC).

Based upon the increased cyber threats aimed at municipalities and the Village's increased reliance on information technology, staff recommends entering into a one-year agreement with Ascend Technologies at a cost not to exceed $21,073.20.

Budget Impact

The CY 2023 Information Services Budget includes $29,600 for these services.

Village Board and/or Committee Action

At their meeting April 3, 2023, the Board agreed to move this item forward to the Consent Agenda at their next meeting.

Documents Attached

1. Ascend Technologies Agreement

Ascend TECHNOLOGIES

200 W Adams St Suite1600, Chicago, IL 60606
t. 312-386-6100

QUOTE

Number AAAQ9500
Date Mar 7, 2023

Sold To	Ship To
Village of Hinsdale Andrianna Peterson 19 Chicago Avenue Hinsdale, IL 60521 United States	**Village of Hinsdale** Andrianna Peterson 19 Chicago Avenue Hinsdale, IL 60521 United States
Phone (630) 789-7005 **Fax** 6307897090	**Phone** (630) 789-7005 **Fax** 6307897090

Here is the quote you requested.

Terms	P.O. Number	Ship Via	Your Sales Rep
Net 30		FedEx	kpiket

Qty	Description	Unit Price	Ext. Price
12	SIEM EventTracker Service- Servers/Network Devices - 5 servers and 5 network devices x 18.00 per device = $180.00 per month, for 12 months	$180.00	$2,160.00
12	SIEM EventTracker Service-Workstations - 126 workstations x 2.70 per device = $340.20, for 12 ,months	$340.20	$4,082.40
12	Security Awareness Training and Phishing Service - 92 employees x 1.90 per employee = $174.80, for 12 months	$174.80	$2,097.60
12	Cybereason EDR/Malware - 126 workstations + 5 Servers = 131 devices x $8.10 per device = $1061.10, for 12 months	$1,061.10	$12,733.20

Please contact me if I can be of further assistance.

Total **$21,073.20**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Customer Signature _____ **Date:** _____

Ascend TECHNOLOGIES

TERMS & CONDITIONS

These Terms and Conditions ("**Terms**") shall govern the sale of hardware, software, subscription or licensing ("Products") and any related installation services ("Services"), provided by Ascend Technologies, LLC ("Ascend") to Client. These Terms, together with the executed quote for purchase or Products ("Quote") constitute the entire understanding and agreement between Client and Ascend with respect to the Products and Services purchased, and supersede all prior oral and written communications, and may be amended, modified or changed only in writing when signed by both parties. If there is a conflict between these Terms and the terms of any existing MSA or SOW, these Terms shall govern with respect to the Products and Services purchased hereunder.

1. Price and Payment: Payment terms of purchase price are indicated on the Quote. Unless expressly stated in the Quote, pricing does not include costs of shipping to Client's premises, and Client will be billed for any applicable shipping costs. Payment of invoices for Services are due within thirty (30) days of the date indicated on each invoice. Client shall be responsible for any and all taxes levied upon the transfer of ownership, installation, license/use of Products and Services. Delinquent payments on any undisputed balance are subject to a late payment charge of the lower of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Client shall reimburse Ascend for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.
2. Delivery: Unless stated otherwise in Quote, Product will be shipped from Supplier as stated in Quote, FOB shipping point. Upon shipping, Client will be invoiced. Title and risk of loss for any Product procured by Ascend for Client pursuant to these Terms shall pass to the Client on such date that such Product is shipped from Supplier to any location specified by Client. If Client is unable, unwilling, or fails to cooperate in accepting delivery on the date Ascend tenders delivery, Ascend may cancel the applicable Quote and bill Client for cancellation charges as described in these Terms. Client is responsible for procuring any insurance it requires.
3. Ascend Installation: If Ascend is providing professional installation Services for Products, such Services will be set forth in the Quote or a separate agreement. If Ascend determines during installation, that Client requires additional pre-requisites for installation, Client will be charged accordingly and invoiced for any additional charges. Extra labor time and/or site visits associated with delays due to the responsibilities of any third party not under Ascend's direct control are billable at Ascend's standard hourly rates. Client shall be responsible for any increased costs due to rescheduling or requested changes, in addition to any changes or additions to the scope of work, which shall be billed at standard time and materials rates. Any changes requested by Client may delay installation Services or require a new timeline.
4. Client's Installation Responsibilities: Client shall: (a) provide Ascend personnel appropriate access to the location, systems and facilities where the Product is to be installed, in addition to appropriate work space; (b) assure that the premises will meet all environmental requirements (based on manufacturer specification of optimal use case) and will be dry and free from dust and other hazards; (c) provide all necessary structural or mechanical modifications including the necessary electric current of proper voltage; (d) check with building codes and standards as well as city codes and standards, as work will be performed under the assumption that Client has identified proper standards and codes prior to performing any work; (e) provide 24/7 permanent remote access and administrative credentials to necessary devices; failure to do so will result in the voiding of any applicable SLA. Client shall be responsible for any additional necessary Services or increased costs due to its failure to comply with it responsibilities under this Section 4.
5. Managed Services Support: This engagement is limited to project based Services, if any. Any additional ongoing managed services support relating to the Products must be set forth in a separate managed services agreement.
6. Provider Terms: Client and its end user(s) agree to comply with and are bound by underlying carrier, provider and/or manufacturer ("Provider") End User License Agreement ("EULA"), Acceptable Use Policy ("AUP"), Fair Use and/or Reasonable Use terms (collectively, "Provider Terms"). Provider Terms have been made available on Provider's website or can be requested at any time. Client may only use the Products in accordance with the Provider Terms. Client will be billed accordingly for all overage charges as well as additional fees associated with non-compliance of Provider Terms.
7. Standard Warranties: Purchased Products may be covered by a standard Provider warranty period designated by the Provider from date of purchase, depending on the Provider and the specific Product. If a Product does not operate in accordance with the documentation during the service period, you must promptly notify Ascend. Ascend shall pass through any such warranty rights to Client and pursue available remedies on Client's behalf. Any available remedies under such warranties shall be Client's sole remedy for Product performance issues.
8. Maintenance: Client agrees that Ascend shall not be responsible, in any way, for maintenance of any Products ordered by Client pursuant to these Terms unless Client executes a separate agreement with Ascend setting forth maintenance coverage, terms, duration and cost. Client may also have the option to execute a separate written maintenance agreement with the Provider (if available). If under a Provider maintenance agreement, Client will look solely to such Provider in connection to any such maintenance responsibilities and issues.
9. Limited Services Warranty: Ascend warrants that any Services shall be performed with reasonable care in a diligent and workmanlike manner, consistent with industry standards. Ascend's sole obligation and liability and Client's sole and exclusive remedy for breach of this warranty shall be for Ascend to reperform any Services brought to its attention in writing within thirty (30) days after the Services are performed. Issues identified that are outside of the agreed scope, or outside of the thirty (30) day timeframe will not be covered under Ascend's limited warranty.
10. Disclaimer: EXCEPT AS OTHERWISE STATED WITHIN THESE TERMS, ASCEND MAKES NO INDEPENDENT WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE PRODUCTS AND SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION AND NON-INFRINGEMENT. ASCEND DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE PRODUCT(S).
11. Cancellation/Termination: Client acknowledges and agrees that upon execution of these Terms, Ascend will expend substantial funds to fulfill Client's purchase, including, without limitation, costs of purchasing and ordering Products, costs associated with providing installation by its personnel, costs involved with the inability to resell any specifically configured Products to a third party. Client agrees that in the event the Client terminates or cancels its purchase prior to installation of the Product, upon confirmation from Provider that purchase may be cancelled, Ascend shall credit to Client any amounts paid. Client shall be billed for any labor expended by Ascend up to the point of cancellation at time and materials rates. If Client purchases prepaid subscriptions or licensing, Client is responsible for 100% of the purchase price with no refund. All prepaid subscriptions will automatically renew ninety (90) days prior to anniversary. Client is required to provide ninety (90) days' prior written notice of cancellation or Client is 100% responsible for subscription renewals. Additional applicable termination or offboarding charges can apply. These Terms shall remain in effect so long as Client has an active license or subscription purchased pursuant to these Terms.
12. Cap on Liability: Ascend's total liability arising out of these Terms for all claims in any manner arising in connection with the Terms (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise, whether arising from contractual or extra-contractual liability) shall be the payment of direct damages and such damages in no event shall: (a) exceed in the aggregate of the fees Ascend receives for the purchase associated with these Terms during the six (6) months immediately preceding the claim; or (b) include any indirect, special, consequential, incidental, punitive or exemplary damages or loss (including business interruption, lost profits, lost savings or lost business), even if it has been advised of their possible existence. Without limiting the foregoing, Ascend will have no liability of any kind arising from any failure, degradation or delay of any Products or Services: (i) caused by the failure or dysfunction of

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any Client property, third party materials, third party services, energy sources or communication devices; and/or (ii) related to networks, systems or infrastructure of Client or third parties not within Ascend's exclusive control.

13. Indemnification: Client will indemnify Ascend, its affiliates and their partners, principals and personnel against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third party claim, relating to or arising as a result of Client's improper use of the Products, failure to comply with Provider Terms or breach of these Terms, excluding any claims resulting from the negligence, willful misconduct or fraud of Ascend.
14. Force Majeure: Ascend shall have no liability for circumstances beyond its control including, delays, failure in performance, or damages caused by acts of God, war, terrorism, disturbances, riot, fire, explosions, accident, flood, inability to obtain to fuel or power, government laws, regulations, acts or inaction of the Client, or any other cause beyond the reasonable control of Ascend. If any of these incidents delay delivery and/or installation, Ascend shall use reasonable efforts to make timely delivery/installation: however, Ascend shall not be liable for these delays in delivery and installation.
15. Subcontracting: Ascend may subcontract Services to be performed under this Agreement, but shall retain responsibility for the Services performed.
16. General: (a) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control. (b) These Terms may not be assigned or otherwise transferred by Client without the prior approval of Ascend, which shall not be unreasonably withheld or delayed, except in the event of an acquisition of all or substantially all of Client's assets, Client may assign these Terms to the acquiring company. (c) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in the Quote, via registered mail, overnight mail, courier, or personal delivery and shall be considered given when received. (d) No term of these Terms shall be deemed waived, and no breach of these Terms excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. (e) If any term or provision of these Terms is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect. (f) These Terms do not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts. (g) The laws of the State of Delaware shall govern these Terms without regard to the principles of conflicts of law, and the parties agree to submit to the exclusive jurisdiction of the state and federal courts of Delaware. (j) These Terms may be executed in one or more counterparts and/or by facsimile or electronic submission, each of which will be deemed an original and all of which signed counterparts, taken together, will constitute one instrument.

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AGENDA ITEM #8d

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:	Consent Agenda – ACA
SUBJECT:	150th Anniversary Projection Mapping Event
MEETING DATE:	April 18, 2023
FROM:	Andrianna Peterson, Assistant Village Manager

Recommended Motion

Waive the competitive bidding process and approve a contract with Scarlett Entertainment to provide a projection mapping event for the Village's 150th Anniversary, at a cost not to exceed $29,000.

Background

The Village of Hinsdale is celebrating its Sesquicentennial – 150th Anniversary - in 2023. The Village has considered special activities to highlight this important and historic occasion. Those involved in planning the 150th events are recommending that the Village provide a twenty-minute, custom light projection mapping show on the south face of the Memorial Building as a special event this year. The custom light show is proposed to be projected onto the building and trees, and will include images highlighting Hinsdale's rich history, as well as a soundtrack. The show content is expected to feature imagery of the founders of Hinsdale, key historical figures, buildings, events, and objects important to the community. To create the show, drone footage of the building is taken to build a 3D model used to map projections onto the building façade.

Light projection light shows, or animated storytelling, has gained popularity over the past several years, as they do not require the same space or safety considerations as fireworks or similar activities. Light projection shows also have the benefit of being highly visible and environmentally friendly.

150th event planners are also recommending that the Village conduct the light projection show on Thursday, August 17, 2023, after the end of the last Uniquely Thursdays concert of the summer. This date was identified as it is likely to attract a larger amount of resident participation than other potential times of year. It is anticipated that the custom light projection show will also serve as an opportunity to announce the start of the Memorial Building Plaza Reconstruction project, which is also planned to commemorate the 150th Anniversary of the Village this year.

Discussion & Recommendation

Village staff identified companies that specialize in custom light projection shows and that were willing to provide a proposal for these services. There are a limited number of companies providing these services, and some declined to provide a proposal as they were located out-of-state.

The three proposals are listed below:

Vendor	Cost Proposal
Scarlett Entertainment	$29,000
Lumenarius	$30,607
Lumen and Forge	$44,752

Based on the proposals, and subsequent conversations with each company, staff is proposing that the Village enter into an agreement with Scarlett Entertainment for custom light projection services. Scarlett is an international company with offices in the UK, Europe, Middle East and the USA. They are proposing to use a Chicago / Midwest based team for the Village's event.

Also, while the light project show can be performed in light rain, Scarlett Entertainment offered flexibility in postponing the event for another date with 48-hour notice if the forecasted weather is inclement. Scarlett Entertainment also proposed having their technician stay if necessary into the evening of the event at no additional cost to work around weather factors.

Staff recommends entering into an agreement with Scarlett Entertainment for custom light projection event services at a cost not to exceed $29,000.

Budget Impact

The CY 2023 Budget includes $100,000 for 150th events and activities. The light show concept is comparable to the cost of a fireworks display. The Village is also seeking donations to help defray the cost of the event.

Village Board and/or Committee Action

At their meeting April 3, 2023, the Board agreed to move this item forward to the Consent Agenda at their next meeting.

Documents Attached

1. Proposal from Scarlett Entertainment

SCARLETT ENTERTAINMENT

VISIT WEBSITE

PROPOSAL

Type of Event: 150th Anniversary

Venue / Location: Village of Hinsdale, IL

Date: August 17, 2023

Entertainment type: Custom Projection Mapping Show on Building

Approx. start time: TBC

Length of performance: 1 x 20-minute show

Audience type: Public



VILLAGE OF

Hinsdale

Est. 1873

Hi Mike,

I'm pleased to offer the below revised quote for a single 20-minute bespoke video-mapping show with truss excluded (mounting projectors at table height) and with all the relevant notes on weather as per our conversation.

Our offer includes three high-spec projectors and a full twenty minutes of completely bespoke content mapped to your unique building through the creation of a drone-captured 3D model.

Our Production Designer, Laura Clatworthy, will be able to answer any of your questions whilst I'm out of the office. She can be contacted by email at laura.cl@scarlettentertainment.com or by phone/WhatsApp on +44 7729 071520 during UK working hours.

We look forward to hearing your thoughts and potentially working with you on this fantastic project!

Best Regards,

Kathy Burke

Account Manager

kathy.b@scarlettentertainment.com

Mobile: 312-961-4004

Single Building Projection Mapping Show

A bespoke architectural projections mapped to your unique building

- Incorporating a wide variety of the latest projection mapping technology, they'll transform your event with captivating visuals in an animated "film" mapped to the contours of your building's facade, creating wonder and engagement
- With a wide variety of technological concepts to choose from, they'll work alongside you to create bespoke interactive spectacles
- Grab the public's attention in a unique fashion with the use of creative project mapping and animated storytelling; guests will be transfixed with a desire to film and photograph the sleek visual experience
- The perfect installation for a number of events such as festivals, public celebrations, brand launches, science fairs, corporate events and more!

Previous work:

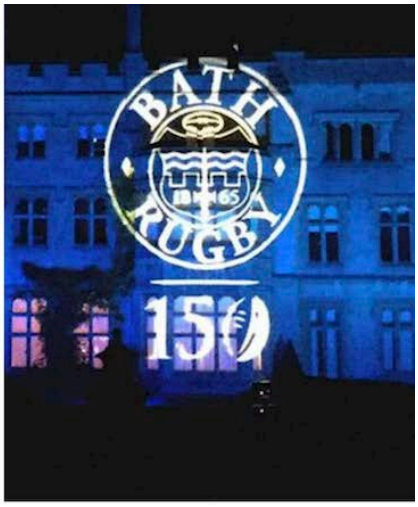


The facade:



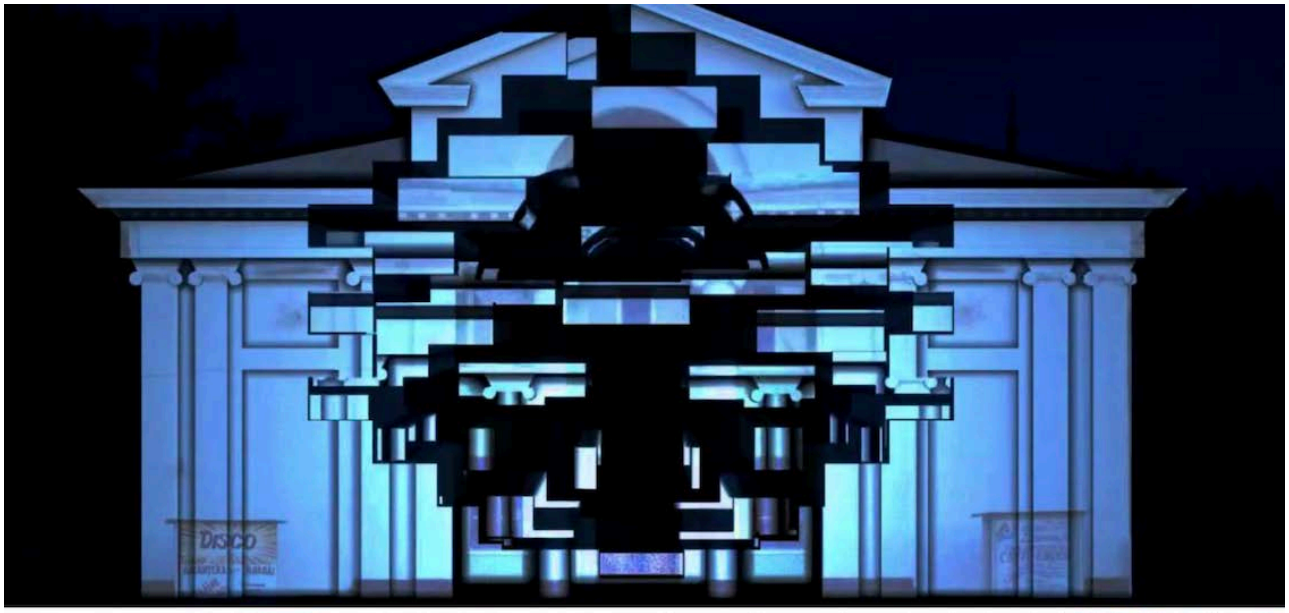
The proposed show style:




BATH
RUGBY
150



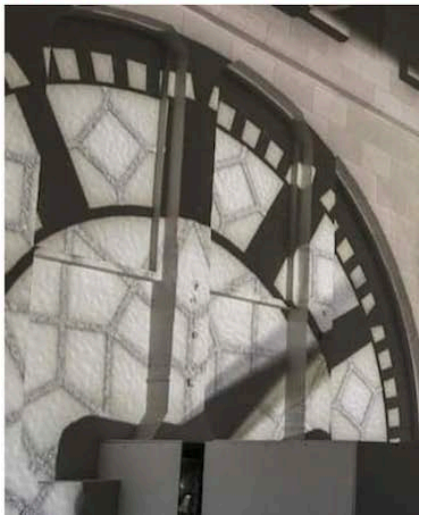



DISCO




150



**Please note: Suggested style images for illustrative purposes only*

CLICK HERE FOR MORE INFORMATION ON THIS OPTION

Performance Length & Description

Performance description:

A custom building facade projection mapping show with soundtrack. Projections will be mapped to the specific architecture of the facade, and will be cast across the trees too (casting on the trees depends on the distance at which we situate our projectors).

The show content can feature historical imagery of the founders of Hinsdale, key historical figures, buildings, and objects important to the community, progressing into the modern day with up to date imagery from the community. Animated graphics evoke the passage of time and the strength and continuity of the community of Hinsdale. This will all be tied together with abstract effects using the building as the content and manipulating the surface with clever use of custom animations that play with depth and perspective, as per the example "suggested show style" video above.

We can include plenty of existing footage in the show. Any film reel footage that requires licensing and/or

custom filming of residents or other live filming is not included in the show fee. However, if you have existing footage, or want to record some new elements and share this with us, we would be more than happy to include this in the show.

We will be taking drone footage of the building in advance of the event in order to build the 3D model we use to map our projections onto the facade. This is included in our fee.

Performance length:

1 x 20-minute bespoke architectural projection mapping show

1 x show night

Additional information:

Medium to low light levels are recommended for maximum impact - some ambient light is fine.

A note on our proposed set up: Our quote has been updated for the following set up: to mount the projectors on their road case boxes at table height with the assumption that the audience will be located behind the media table setup to watch the show. Usually these shows are better from a distance to watch the full view and if this works with your vision of the event it's definitely the most cost-effective way of delivering the show. Our ideal distance between the projectors and the building is 25-30m - however, we can go as low as 15-20m if necessary - we will need to know this upfront as it will change the type of lenses we need to reserve.

A note on weather: With the projectors mounted at table-height (as per this proposal and quote), we will need you to provide 3-4 x EZ ups / gazebos. This will allow us to continue the show in light rain. We can provide these for an additional fee if required, but it makes more sense for those to be sourced locally. Heavy rain would still mean a shut down as it would affect the light beams themselves. In this situation we would cover the projectors completely and wait as long as necessary on the night for a break in the weather to start the show - this is at our technician's discretion. However, if the heavy rain continued we will not be able to use the projectors at all.

A note on postponement: We have the option to pause the delivery of the projector for 1 day, so we could postpone from 17th to the 18th without incurring additional projector costs, **but ONLY if we pause the delivery of the projector before it's sent** (i.e. we make a judgement call based on the weather forecast 2 days prior). If the projector is delivered to us and THEN we decide to pause for a day or more, you would need to pay an additional fee to cover the cost of the extra hire days. In order to secure the necessary projectors for this event, they need to be booked well in advance, but should you wish to reschedule for a later date (for example, if the weather forecast is clearly terrible a minimum of 4-5 days prior) then we do have the option to cancel the projector order at that stage and reschedule for a totally different date.

Quote

Fee:

$29,000 USD

Please note: This quotation is valid for your acceptance for 17 days; any changes to the proposed scope, duration, or complexity of the content of the work will require a revised quotation.

Fee Includes:

3 x 30,000 Lumen Projectors

Line array audio system

Travel cases for projectors (we will mount the projectors on these cases)

Shipping of equipment

Crew (including a licensed drone pilot)

Crew travel + accommodation

Per diems

Site visit by drone pilot for data capture

Creation of 3D digital model of building (for mapping designs)

Drone permissions for site visit

Custom show development (20-minute show)

Soundtrack

Fee Excludes:

Parking/loading bay to be provided at the venue

Private and secure area to store personal belongings

Suitable, accessible, and secure storage area for equipment as and when delivered

Refreshments provided on site

All technical and rider requirements, such as suitable performance and setup space, access to the venue for setup/dismantling, power supply to the projector site

> *Please note, we require you to provide the following power supply: 3 x 240V outlets + 1 x standard 20a 120v outlet suitable for outdoor use - If this is not possible we can provide a suitable quiet generator for an additional fee*

3-4 x EZ ups / gazebos to protect equipment from light rain

Site security/crowd control

Event marketing/ticketing

Any necessary local permissions required for the projection show to take place

DISCLAIMER

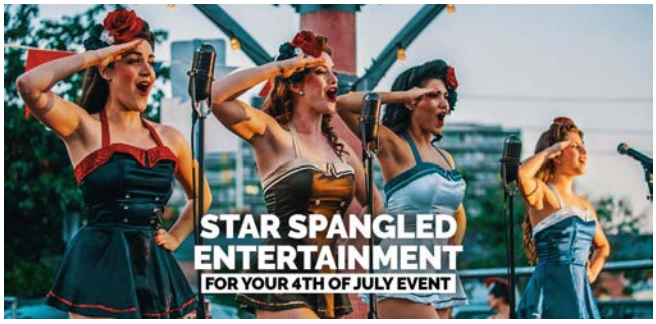
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YOU MAY ALSO LIKE



LED and Glow Performers That Will Mesmerize USA Audiences

If you’re wanting a modern, powerful and exciting performance, LED and Glow Entertainment is the perfect choice for all occasions.



STAR SPANGLED ENTERTAINMENT FOR YOUR 4TH OF JULY CELEBRATIONS

Whatever you are planning in whatever state, we can supply you with the most fitting entertainment for your 4th of July event.

MEET KATHY

Your Account Manager



Hi, I'm Kathy, your Account Manager.

I've been working within the advertising media industry for a number of years. I also have a background in the theatre and improv comedy. My background also includes working as an actor and voiceover artist. I rely on my creative and business experience, along with my passion for the arts and performance when executing successful event production partnerships.

I look forward to working with you as a strategic partner on your next production project! If you have any questions please feel free to reach out to me directly.

Email: kathy.b@scarlettentertainment.com

Mobile: 312-961-4004

EXCLUSIVE

WE ARE PROUD TO PRESENT



OLI THE CHOC VIRTUAL

In this unique virtual experience, master chocolatier Oli shows guests how to create their own chocolate masterpieces.



EYE ART PHOTOGRAPHY

These artistic eye photographers can immortalise the beauty of the human eye and are available for bookings worldwide.



UV STAGE SHOW

Elevate your guests event experience with this UV Stage Show, a visual feast that combines LED effects and UV technology.



SHADOW THEATRE

Create a breathtaking bespoke storytelling performance with shadow pioneers, Verba Shadow Theatre.

ABOUT US

We create memories, attract global media attention and do the unheard-of!

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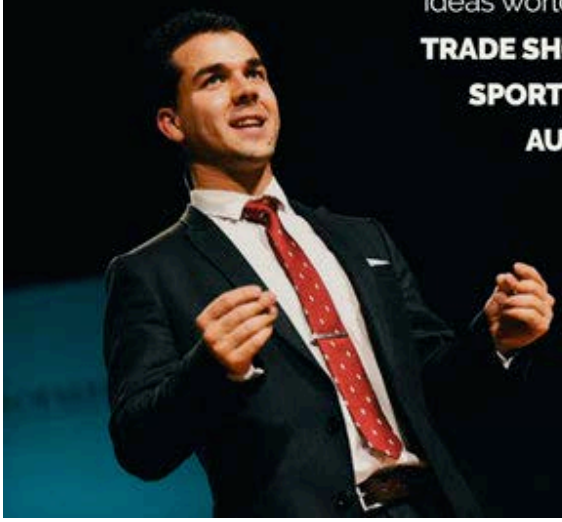
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Contact your **ACCOUNT MANAGER** for a **FREE CONSULTATION** to discuss your upcoming requirements

AGENDA ITEM # 8e

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:	Consent Agenda – EPS
SUBJECT:	2023-2024 Consultant Development Reviews and Municipal Services
MEETING DATE:	April 18, 2023
FROM:	Matthew Lew, PE, Village Engineer

Recommended Motion

Award a professional services contract to Christopher B. Burke Engineering, Ltd. (CBBEL), for 2023-2024 Development Reviews in an amount not to exceed $175,000.

Background

The Village has used consultants to support the Engineering Division by reviewing residential and commercial development items and performing municipal services. The firm that performed Village reviews can no longer complete these services, and the Village has utilized CBBEL as a temporary consultant since January 2023. Village staff sent a request for proposal to engineering consulting firms who have recent, positive, and applicable experience with Village staff. After receiving responses, CBBEL was selected for this project proposal and has successfully completed other Village projects.

Discussion & Recommendation

A typical year includes approximately seventy (70) development location reviews including forty (40) single family construction reviews, ten (10) demolition reviews, ten (10) multi-family/commercial reviews, and ten (10) other reviews. These review fees are passed onto the applicable property owners. A typical year includes one municipal (1) asphalt resurfacing project and three (3) other municipal studies or projects. These fees are funded within the annual Village budget, and such items will be reviewed at future Board Meetings.

CBBEL is satisfactorily performing the temporary consultant role during January 1 - April 30, 2023, and the proposed contract is from May 1, 2023 - December 31, 2024. The proposal also provides future Village cost certainty with a Village contract extension option into 2025 - 2026. CBBEL is the current permit review firm for thirty-five (35) Chicago area municipalities including Clarendon Hills, Oak Brook Terrace, Westchester, Kenilworth, and Wilmette. Village staff recommends awarding this contract to CBBEL in an amount not to exceed $175,000.

Budget Impact

The 2023 Development Review budget is $80,000, and the 2024 proposed budget is $120,000. These review fees are passed onto applicable property owners. Since the 2023 amount covers the remaining eight months of the year, it includes two-thirds of a typical annual amount. The proposed contract remains within budget, and a financial overview is shown as follows:

Development Item	2023 Amount	2024 Amount
Single Family/Other	$40,000	$60,000
Multi-Family/Commercial	$30,000	$45,000
Total	$70,000	$105,000
Proposed Budget	$80,000	$120,000

Village Board and/or Committee Action

At the Board of Trustees meeting on April 3, 2023, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Engineering Professional Services Agreement
2. Development and Municipal CBBEL Proposal

VILLAGE OF HINSDALE
19 E. Chicago Ave.
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES AGREEMENT
2023-2024 Hinsdale Consultant Development Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND
CHRISTOPHER B. BURKE ENGINEERING, LTD.

This Professional Services Agreement is entered into this 18th day of April 2023, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and Christopher B. Burke Engineering, Ltd. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for 2023-2024 Development Services (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated 02/20/23 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project;

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean Christopher B. Burke Engineering, Ltd., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the 2023-2024 Development Services as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for the development reviews, inspections, documentation, and related services that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than 12/31/24.

SECTION 3. **GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated 02/20/23, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the development reviews, inspections, documentation, and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.
Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed $175,000.00.

B. Hourly Rates and Costs.
Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with of "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000.

2. Business Auto Liability, $1,000,000 combined single limit per accident for bodily injury and property damage;

3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');

4. Umbrella Coverage- $2,000,000 per occurrence; and,

5. Professional Liability – $1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed $50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, the Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officials, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and workers' compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) to the extent arising out of: (a) failure to comply with, or violation of, any known federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorney's fees, to the extent arising out of negligent acts, omission, or willful misconduct in the performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing

Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et.seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.)* which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's

Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors. etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or .any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations; punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or

sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being

imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to *Village:*	*If to Engineer:*
Village Manager	Michael Kerr
Village of Hinsdale	Christopher B. Burke Engineering, Ltd.
19 E. Chicago Avenue	9575 W Higgins Rd, Ste 600
Hinsdale, Illinois 60521	Rosemont, IL 60018

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this ____ day of _____ 2023,

Engineering Consultant

By: _____

_____

(Printed Name and Title)

Accepted this 18th day of April 2023,

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

Exhibit A – CBBEL Proposal dated 02/20/23

Exhibit A

WATER PRODUCTION
PHASE I
PLANNING
FIBER OPTIC
PERMITTING



DEVELOPMENT AND MUNICIPAL SERVICES RFP NO. 1693

STREETSCAPE
STORM
DESIGN
SEWER
WATER
DISTRIBUTION
STRUCTURAL
LANDSCAPING
SIDEWALK/PEDESTRIAN
TRAFFIC ENGINEERING
STREET
LIGHTING
ROADWAYS
PHASE II
MUNICIPAL
PROPERTIES
SANITARY/COMBINED SEWER
PHASE III
SURVEYING

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. HIGGINS RD., STE. 600 | ROSEMONT, IL 60018
847.823.0500 | WWW.CBBEL.COM | FOLLOW US ON TWITTER @BURKENGINEERING

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 20, 2023

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Attention: Matthew Lew, PE, Village Engineer

Subject: **RFP No. 1693 – Development and Municipal Services**

Dear Mr. Lew:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our qualifications to provide Development and Municipal Services to the Village of Hinsdale. We have read and thoroughly understand the scope of services and site conditions outlined in the RFP.

Our project team will be led by **Daniel Lynch, PE,** who is Head of the Municipal Engineering Department. Dan will be supported by **Andrew Lewand, EI**. Dan has served as project lead for numerous communities for many years and he and his staff are eager to do so for the Village of Hinsdale.

Dan lives in nearby Darien; reinforcing our ability to be readily available and provide timely customer service. We trust that the attached material outlines our enthusiasm and demonstrates our ability to provide these services to the Village.

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

Sincerely,



Michael Kerr, PE
President

VILLAGE OF HINSDALE PROPOSAL FORM

IN SUBMITTING THIS PROPOSAL, THE CONSULTANT CERTIFIES THAT:

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or inducted any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 17th day of February, 2023.

By: _____
(Signature)

By: Michael Kerr
(Printed Name)

Business Name: Christopher B. Burke Engineering, Ltd.

Address: 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

Phone: 847-823-0500

E-Mail Address: mkerr@cbbel.com

Subscribed and sworn before me
this 17th day of February, 2023.

Notary Public:

"OFFICIAL SEAL"
SHERRY SPORINA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/13/2023

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TAB 1



Levee 37 Interior Drainage Stormwater Improvements Project (Mount Prospect)



Village Hall Permeable Paver Parking Lot with EVC (Chicago Ridge)

COMPANY PROFILE

FIRM HEADQUARTERS

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
T: 847.823.0500 | F: 847.823.0520
cbbel.com

CBBEL is a full-service consulting engineering and surveying firm that comprehensively meets the needs of our clients, whether in the public or private sector. Founded in 1986 by CEO Christopher B. Burke, our Illinois-based staff of 211 consists of experienced and responsive professionals who provide engineering, surveying and environmental services on a personal level. Committed to delivering consistently accurate, timely and cost-effective solutions to a wide range of engineering and environmental challenges, our team's expansive list of specializations provide professionalism and a depth of expertise that promote project success.

96 LICENSED PROFESSIONALS

TOTAL STAFF **211**

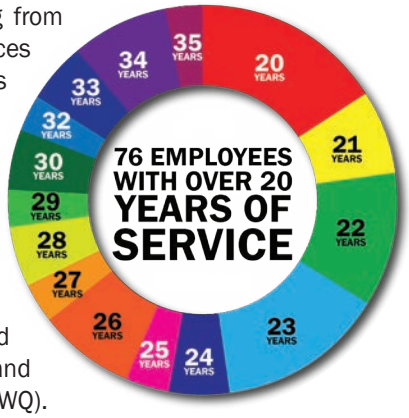
37 YEARS IN BUSINESS



Michigan Avenue Streetscape (CDOT)

RESOURCES

Having received his doctoral degree in civil engineering from Purdue University, CBBEL CEO Christopher B. Burke embraces education and encourages continued learning among his employees. Our staff includes three PhDs, 90 licensed professional engineers, a team of licensed professional land surveyors, two licensed structural engineers and a licensed landscape architect. Additionally, six employees are professional traffic operations engineers (PTOE), and four have received the designation of Diplomate Water Resource Engineer (D.WRE). Twenty-one staff members are certified floodplain managers (CFM), 13 are certified professionals in erosion and sediment control (CPESC) and nine are certified professionals in stormwater quality (CPSWQ).



Our resources are geographically distributed to create a network of effective and convenient service. Rosemont is home to our main office while our other Illinois locations include Evanston and Lockport.

Through leadership positions and active membership in a variety of professional and educational associations, CBBEL is able to deliver cutting-edge technology and techniques as they emerge. The outcome is a context-sensitive approach that rejects outdated cookie-cutter remedies and provides the best solution. We are proud to be actively involved with the American Society of Civil Engineers (ASCE), American Council of Engineering Companies (ACEC), American Public Works Association (APWA), and more.

Our commitments to hiring exceptional personnel, prioritizing client relationships and valuing education have earned CBBEL numerous prestigious awards from the Illinois Department of Transportation, the Illinois Tollway and the Illinois Chapters of ACEC, APWA, ASCE and the American Planning Association. Recently, CBBEL was recognized with the IL ESGR State Award for our "strong support to the National Guard and Reserve." Additionally, the Neighborhood Storage Project (Village of Wilmette) and Levee 37 Interior Drainage Stormwater Improvements



North Pond Restoration (Lincoln Park Conservatory)



Neighborhood Storage Project (Wilmette)

Project (Village of Mount Prospect) were awarded APWA Suburban Branch 2023 Project of the Year. In 2019, CBBEL was recognized as Kane County DOT's Consultant of the Year and ASCE's Private Sector Employer of the Year. In 2017, CBBEL clients and projects received national awards from the APWA, including the Northside Stormwater Management Project (Village of River Forest) and Elmwood Park Flood Mitigation Project (Village of Elmwood Park). In addition, five employees have been the recipient of an APWA Top Ten Leader of the Year award, two of which went on to win at the national level.

SERVICES

Since its founding in 1986, the size of our company and the complexity of our projects have grown. We are proud to have served as lead engineer on a variety of major municipal and county undertakings, including the design, permitting and construction of numerous major transportation and local municipal roadway projects, multi-use paths, on-street and off-street bike lanes, roundabouts, bridges, flood control reservoirs, pump stations, embankments, storm sewers, large open channels, water mains and water systems.

As a full-service firm we also conduct water resource related studies, perform GIS services, environmental resource assessments, mitigation planning and permitting and a myriad of traditional civil engineering functions.

CBBEL has provided professional review services for municipalities, counties and state agencies. Our experience includes the review of drainage, roadway, subdivision, sanitary sewer and mechanical engineering submittals prepared by third-party consultants for both private and public sector clients.

Our office prepares a significant number of high-quality stormwater management studies and permit applications, having obtained more than 3,000 US Army Corps of Engineers Section 404 permits with accompanying IEPA water quality certifications, more than 500 Illinois Department of Natural Resources-Office of Water Resources floodway construction permits and 450 Federal Emergency Management Agency Letters of Map Amendment and Letters of Map Revision.

Whether you require consulting for an individual project or the full-service resources from one of our departments, you can rely on CBBEL to take the time to thoroughly understand your needs and partner with you to create innovative, cost-effective solutions. Diversification and flexibility are the keys to our successful, long-term relationships with a wide variety of clients, including municipalities, counties, townships, sanitary districts and drainage districts throughout Chicagoland. We have unique knowledge and experience with various funding programs available to our county and municipal clients, providing an added service not easily found in the engineering industry: from grant writing and design procedures to record keeping and funding reporting, CBBEL is your full-service firm.

GREEN INITIATIVES

CBBEL is proud to have consistently been at the forefront of sustainability and green initiatives and is a corporate leader when it comes to implementation. Through the dedication of our company's Sustainability Committee, CBBEL's Rosemont office has a parking lot garden, an aggressive composting/recycling program, four electric car charging stations and a long-range plan to implement other energy saving devices.

In 2022, the Illinois Alliance for Clean Transportation (IACT) recognized CBBEL with a Sustainable Transportation Award as Workplace of the Year for taking action to locally reduce vehicle emissions and improve air quality.

CBBEL was selected as the 2018 Illinois Road and Transportation Builders Association's Sustainability Champion Award, the first two-time winner of this award (2014 and 2018). CBBEL was named one of the Best Workplaces for Commuters in 2023 for the 6th consecutive year for offering exceptional employee-provided commuter benefits. In 2012 and 2013, CBBEL received the Governor's Sustainability Award for achievements in protecting the environment, improving the economy and helping to sustain the future. CBBEL also received a Conservation and Native Landscaping Award from Chicago Wilderness.

One of the sustainability efforts for which the firm is perhaps best known is our award-winning Bike to Work Program, in which CBBEL provides mileage reimbursement, changing facilities and bicycle storage. Over 180 employees have participated in the program and more than 440,000 miles have been commuted on bike.

CBBEL is recognized by the League of American Bicyclists as a "Platinum" level Bicycle Friendly Business, in recognition of our efforts to encourage a more bicycle-friendly atmosphere for employees and clients. CBBEL is one of two Illinois firms to be awarded Platinum status and is one of the few Midwestern non-bike related businesses to be awarded Gold status or higher.



OVER 192
EMPLOYEES HAVE PARTICIPATED

OVER 440,168
MILES COMMUTED ON BIKE

APPROXIMATELY
853,926
POUNDS OF CO_2 ELIMINATED
BASED ON 15 MPG AND 20 LBS. CO_2/GAL

OVER 20,687,896
CALORIES BURNED

OVER $96,837
IN GAS MONEY SAVED

SIMILAR PROJECT EXPERIENCE

Christopher B. Burke Engineering, Ltd. has a proven track record for building relationships and providing municipal engineering services and review services to several communities over the last 37 years. These services include:

- Review all private development permits and plans for conformance to Village Code and general engineering practice. Corresponding construction inspection services are also provided.
- CBBEL prepares cost estimates to facilitate annual capital budget planning and develop associated project plans and specifications, solicits bids, and provides recommendations for awarding contracts. We attend Village Board Meetings and various committees to discuss engineering issues or topics as needed upon request by staff. We also assist the Village with maintaining accurate maps, utility atlases and project records with the aid of in-house Geographic Information Systems.
- CBBEL identities potential Village projects that are candidates for grant funding and will prepare associated grant proposals. As a result of this effort, in the last few years our towns have received over $30 million in grant funding.
- CBBEL acts as the liaison between the Village and other government agencies such as IDOT, DuPage County, Cook County, IEPA, MWRD, Council of Mayors, utility companies, etc. on all engineering related items within the Village.
- CBBEL works in conjunction with Village staff to investigate the public's complaints regarding Village services, drainage issues, safety concerns, etc. CBBEL also recommends corrective action and communicates with staff and/or the public regarding complaint disposition in a timely, professional, and courteous manner.
- CBBEL attends Village Board Meetings and various committee meetings to discuss engineering issues or topics as needed upon request by staff.

CURRENT VILLAGE/CITY ENGINEER & REVIEW SERVICES

CITY OF CRYSTAL LAKE			■
CITY OF BLUE ISLAND	■	■	■
CITY OF DARIEN	■	■	■
CITY OF HARVARD	■	■	■
CITY OF HIGHWOOD	■	■	■
CITY OF NORTHLAKE	■	■	■
CITY OF OAKBROOK TERRACE	■	■	■
CITY OF PALOS HILLS	■	■	■
CITY OF ROLLING MEADOWS	■	■	■
CITY OF WOOD DALE		■	■
FOREST PRESERVE DISTRICT OF WILL COUNTY		■	
MCHENRY COUNTY DIVISION OF TRANSPORTATION			■
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO			■
VILLAGE OF ADDISON			■
VILLAGE OF ALGONQUIN		■	■
VILLAGE OF CAROL STREAM			■
VILLAGE OF CARY		■	■
VILLAGE OF CHICAGO RIDGE	■	■	■
VILLAGE OF CLARENDON HILLS	■	■	■
VILLAGE OF DEER PARK	■	■	■
VILLAGE OF ELMWOOD PARK	■	■	■
VILLAGE OF FOREST PARK	■	■	■
VILLAGE OF GLENDALE HEIGHTS	■	■	■
VILLAGE OF HARWOOD HEIGHTS		■	■
VILLAGE OF HAWTHORN WOODS	■	■	■
VILLAGE OF HINSDALE		■	■
VILLAGE OF HUNTLEY	■	■	■
VILLAGE OF KENILWORTH		■	■
VILLAGE OF KILDEER			■
VILLAGE OF LA GRANGE		■	■
VILLAGE OF LAKE BARRINGTON			■
VILLAGE OF LAKE IN THE HILLS			■
VILLAGE OF LINCOLNWOOD	■	■	■
VILLAGE OF LINDENHURST	■	■	■
VILLAGE OF LONG GROVE			■
VILLAGE OF OAK LAWN		■	■
VILLAGE OF RIVERSIDE	■	■	■
VILLAGE OF RIVERWOODS			■
VILLAGE OF ROSEMONT	■	■	■
VILLAGE OF SCHAUMBURG		■	■
VILLAGE OF SHOREWOOD	■	■	■
VILLAGE OF TINLEY PARK	■	■	■
VILLAGE OF VERNON HILLS			■
VILLAGE OF WAYNE	■	■	■
VILLAGE OF WESTCHESTER	■	■	■
VILLAGE OF WILLOW SPRINGS		■	■
VILLAGE OF WILMETTE		■	■



■ **MUNICIPAL ENGINEER**
■ **PERMIT REVIEW ENGINEER**
■ **STORMWATER/ENVIRONMENTAL REVIEWS**

TAB 2

KEY STAFF/DEPTH AND BREADTH OF FIRM



DANIEL LYNCH, PE | PROJECT MANAGER

Dan is a licensed Professional Engineer responsible for completing plan reviews for compliance with local and state regulations for various communities, inspection services for residential development and public works consulting. For the past 33 years, Dan has performed plan review services for the towns of Darien, Wayne, and Oakbrook Terrace. Dan has intimate knowledge of the DuPage County Countywide Stormwater & Flood Plain ordinance. The number of reviews that Dan has personally conducted in DuPage County communities is unparalleled in the industry. Dan's dedication to his clients cannot be matched – ask any of his clients. Dan walks the walk when it comes to hands-on, personal customer service. Dan has provided review services to the Village of Hinsdale for the last 2 months and has a developed a good relationship with Village staff.

ANDREW LEWAND, EI | PROJECT ENGINEER



Andrew is a Professional Engineer in Training responsible for plan reviews for compliance with local and state regulations for various communities, inspection services for resident development and public works consulting. For the past year, Andrew has completed reviews for numerous towns. His experience includes maintaining regular working hours at New Lenox Village Hall where he completes engineering inspections for all private developments.

Dan and Andrew have worked with and will be supported by more than 50 years of experience. The depth and breadth of our Municipal Review Department is substantial. Our experience spans 4 decades and includes 2 former Village Public Works Directors. The department of five people consists of 4 PE's, 2 CFM's and 1 EIT and 1 CPMSM. All staff are licensed to the extent that their years of experience allows.

The entire department stands ready to support and/or provide necessary back up to Dan and Andrew at a moments notice. The depth of the Municipal Department is further enhanced by our 10 other specialty departments including the Structural Department and the Traffic Operations Department.



PENELOPE BURKE | PROJECT ENGINEER II, STRUCTURAL

Penelope is a Civil Engineer experienced in structural engineering. She is responsible for structural reviews, including shop drawing reviews for a variety of structures including segmental retaining walls, outlet structures, and junction chambers. She is involved in the design of new bridges, flood walls numerous retaining wall structures and various outlet control structures, including culverts, weirs, and spillways. In addition to shop drawing reviews, Penelope's responsibilities include the preparation of plans, cost estimates and specifications for various structural projects.

FRANK NEMES, PE, PTOE | TRAFFIC OPERATIONS PROJECT MANAGER



Frank is a Professional Engineer and a certified Professional Traffic Operations Engineer involved in traffic signals, Signal Coordination and Timing (SCAT), and traffic operations analysis. His responsibilities include preparation of intersection design studies, traffic signal design, railroad sequences, isolated intersection capacity analysis and development of Time-of-Day (TOD) and Traffic Responsive Program (TRP) closed loop system signal timings utilizing both Eagle/Tactics and Econolite/Aries controller software.

ADDITIONAL RESOURCES

10	PHASE I DEPARTMENT	2	LANDSCAPE DESIGNERS	7	DRAINAGE DEPARTMENT
48	PHASE II DEPARTMENT	8	TRAFFIC DEPARTMENT	12	ENVIRONMENTAL DEPARTMENT
44	PHASE III DEPARTMENT	12	MECHANICAL/LIGHTING DEPARTMENT	20	WATER RESOURCES DEPARTMENT
6	STRUCTURAL DEPARTMENT	14	SURVEY DEPARTMENT	6	REVIEW & INSPECTIONS

REFERENCES

CITY OF DARIEN
Dan Gombac
Director of Municipal Services
630-852-5000
dgombac@darienil.gov

VILLAGE OF WAYNE
Peter Connelly
Trustee
630-901-7383
p.connolly@villageofwayne.org

CITY OF OAKBROOK TERRACE
Craig Ward
Director of Public Services
630-941-1651
cward@oakbrookterrace.net

Resent-From: <cburke@cbbel.com>
From: Tim Halik <THalik@willowbrook.il.us>
Date: September 29, 2015 at 9:50:42 AM CDT
To: "'cburke@cbbel.com'" <cburke@cbbel.com>
Subject: Thank You

Chris – Hope all is well....

I wanted to take a minute and thank you for the attention your staff consistently provides to the Village of Willowbrook on our projects. I spoke to Dan Lynch on the telephone, at length, on probably four (4) separate occasions yesterday to discuss several projects, etc. It wasn't until we were wrapping up our last call that I learned he was actually on vacation yesterday and not in the office. He never mentioned that at all to me, and answered the phone every time I called. I felt bad after learning this (i.e., interrupting his vacation day several times), and it quickly occurred to me the high level of service CBBEL consistently provides to us. Not just Dan, but all your staff that we interact with – Gerry Hennelly, Lee Fell, Martin Bojovic, Lynn Krauss, and anyone else I may be missing here. Even your clerical staff are consistently very friendly on the phone. When I called to confirm your e-mail address a short while ago, Missy was as friendly as can be.

You make us feel like a very large municipality with multiple big engineering projects in the works, but we're not. It's clearly just the manner in which your company serves your clients – great customer service. I just wanted to mention it to you so you know that it shows and it's very much appreciated.

Thanks again.

Daniel Lynch, PE, CFM

Head, Municipal Engineering Department

YEARS EXPERIENCE: 33
YEARS WITH CBBEL: 33

EDUCATION
Bachelor of Science, 1989
Civil Engineering
Purdue University

PROFESSIONAL REGISTRATION
Professional Engineer, IL, 062.049167, 1994

CERTIFICATIONS
Certified Floodplain Manager, IAFSM

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers, Illinois Section (Director 2000-2002); Awards Committee (Chair 1999); Urban Planning and Development Group (Chair 1996-1997, Vice-Chair 1995-1996, Treasurer 1994-1995)

Illinois Association for Floodplain and Stormwater Management

DuPage County Municipal Engineers Group

DuPage Mayors and Managers Conference Transportation Technical Committee

AWARDS
Illinois Tollway - Outstanding Design Project (1994): Served as Project Manager on Midwest Road Ramp Resurfacing and Safety Improvements, and Toll Plaza 51 (York Road) Resurfacing

Mr. Lynch's responsibilities include municipal engineering design, review and analysis and site development design and analysis. Primary duties include design and analysis of stormwater management systems, review of plans for compliance with local and state regulations, design of infrastructure, development of construction plans and specifications, and site analysis. He regularly attends Village Board, Plan Commission, and Zoning Board meetings as well as meeting with residents.

MUNICIPAL ENGINEERING

City of Crystal Lake (2018 to Present): Serves as consulting review engineer for new land development projects. Developments have included single family subdivisions, roadway extensions, small site commercial build-out, and review of hospital campus. Also works in conjunction with consulting engineer reviewing stormwater management and field engineers inspecting the developments.

Village of Willowbrook (1990 - 2022): Primary responsibility is Village Engineer and coordination with Village staff in plan review and capital projects process. Tasks consist of reviewing subdivision plats and development plans for compliance with Village regulations, review of drainage and stormwater management plans for compliance with local and state regulations, preparation of drainage and stormwater management plans, Village special projects, meeting with residents to discuss drainage complaints, and consultation to Village staff regarding capital improvement scheduling, budgeting and infrastructure maintenance. Other responsibilities include design of capital projects including road improvements, water main extensions, and storm sewer projects.

National Flood Insurance Program, Willowbrook: Prepared NFIP Community Rating Service program and application. The program involves providing informational services to residents who experience flooding problems. Significant participation in the program has reduced flood insurance rates in the Village.

Village of Wayne (1991 - Present): Primary responsibilities as Village Engineer include review of subdivision plans, review of single family home grading plans, construction monitoring, design of Village projects, consulting on special projects, meeting with residents to discuss various issues, and consulting with the Village Board on development and public works issues as well as annual and long term budgets. Responsibilities also include attending Village Board and Plan Commission meetings.

City of Darien (1995 - Present): Responsibilities include review of development plans for compliance with City and County code, and design and analysis of various infrastructure improvements. The review of numerous multi-family, single family, office, retail and a park district sports complex have been conducted. Responsibilities also include meeting with residents, supervising construction observation and inspection services for public projects and private developments. Additional responsibilities include attending City Council meetings and Plan Commission meetings when requested.

Village of Chicago Ridge (1995 - Present): Responsibilities include review of development plans for compliance with Village code and standard engineering practices. Projects reviewed have included residential, non-residential, and government developments. Scope of review includes compliance with MWRD Watershed Management Ordinance.

Village of Elmwood Park (1995 - Present): Responsibilities include review of development plans for compliance with Village code and standard engineering practices. Projects reviewed have included residential, retail, and other miscellaneous projects.

Village of Rosemont (1996 - Present): Responsibilities include review of development plans for compliance with Village code and standard engineering practices. Projects reviewed have included numerous hotel, retail, office, and residential projects. Scope of review includes compliance with MWRD Watershed Management Ordinance.

Village of Clarendon Hills (2000 - Present): Responsibilities include review of development plans for compliance with Village code and standard engineering practices. Projects reviewed have included single-family, multi-family, and non-residential projects.

Village of Wilmette (2010 - Present): Responsibilities include review and inspection of all new development including single family homes, commercial properties, and institutional properties. Scope of review includes compliance with MWRD Watershed Management Ordinance.

City of Oakbrook Terrace (2011 - Present): Primary responsibility as City Engineer is coordination with City staff in the plan review of private development projects and design and construction observation of capital projects. Tasks consist of reviewing private development projects, including single family homes and commercial projects, for compliance with City Code; as well as County, State, and Federal requirements for stormwater and floodplain regulations. Responsibilities include meeting with residents and attending City Council and Plan Commission meetings when requested.

Village of River Forest (2012 - Present): Responsibilities include review and inspection of all new development including single family homes, commercial properties, and institutional properties.

Village of Riverside (2013 - Present): Responsibilities include review and inspection of all new development including single family homes, commercial properties, and institutional properties.

Village of Westchester (2013 - Present): Responsibilities include review of all new development plans including single family homes and commercial properties. Projects reviewed have included residential, retail, and other various projects. Scope of review includes compliance with MWRD Watershed Management Ordinance.

SITE DEVELOPMENT AND ANALYSES

Chicago Bears Corporate Headquarters and Training Facility, Lake Forest: Served as Project Director for preliminary and final design of grading, sanitary sewerage and potable water supply, roads and parking, stormwater management and erosion control. Responsibilities also included feasibility analyses and evaluation of development constraints, coordination of site plan and environmental constraints (e.g. wetland, floodplain, forested areas) with owner, contractor, architect and regulatory agencies. Unique tasks included fast-track permitting of athletic training facilities for professional football team. The cost of site-civil improvements was approx. $1 million.

Benedictine University Athletic Complex, Lisle: Project Manager. The complex included a +4,000 seat football stadium with track and synthetic turf, +1,000 seat baseball stadium with professional quality field, softball stadium, concourse, and practice fields. Unique aspects included coordination with architects, athletic field experts, stormwater management and wetland analysis.

Andrew Lewand, EI

Civil Engineer

YEARS EXPERIENCE: 2
YEARS WITH CBBEL: 2

EDUCATION
Bachelor of Science, 2020
Civil Engineering
Marquette University

PROFESSIONAL REGISTRATION
Engineer Intern, IL
061.041620

PROFESSIONAL AFFILIATIONS
Toastmasters International

American Society of
Civil Engineers

Civil Engineer responsible for assisting with the review of private development plans for compliance with local and state regulations for various communities, design of municipal infrastructure projects, inspection services for private development and public works consulting.

Software Experience: MicroStation, SWMM-EPA, AutoCAD, ArcGIS

MUNICIPAL PROJECT ENGINEERING AND MANAGEMENT

2021 Motor Fuel Tax Projects, Willowbrook, Willow Springs, and Wayne: Assisted Project Manager in assembling IDOT contracts, and estimate costs for street resurfacing funded by motor fuel tax dollars.

Village of New Lenox: Public Infrastructure Inspector for all current projects, Oversees erosion control, utility testing pressure tests on watermain and sanitary sewers. Inspects new roads and new utilities.

PLAN REVIEW EXPERIENCE

Assists senior staff and performs individual reviews for a variety of development projects such as single family homes, commercial spaces, hospitals, subdivisions and schools. Municipal reviews are performed for the following: Villages of Willowbrook, Oak Brook, Oakbrook Terrace, Wayne, Willow Springs, Western Springs, Cary, and Rosemont. As well as the Cities of Park Ridge, Wood Dale, and Darien.

INSPECTION EXPERIENCE

Performs inspections and construction observation on private development and municipal infrastructure projects. Commonly performed inspections include:

- Grading and Fine Grading
- Storm Sewer, Sanitary Sewer and Watermain
- Concrete and Asphalt Pavement
- Curb and Sidewalk
- Stormwater Inspections
- Final Inspections
- NPDES Inspections

Willow Glen Development Inspections, Willow Springs: Performs inspections and construction observation on private development and municipal infrastructure projects.

Penelope Burke

Project Engineer II, Structural

YEARS EXPERIENCE: 24
YEARS WITH CBBEL: 24

EDUCATION
Master of Science, 1998
Civil Engineering
Northwestern University

Bachelor of Science, 1996
Civil Engineering
Purdue University

CERTIFICATIONS
Safety Inspection of In-Service Bridges, National Highway Institute, FHWA-NH-130055

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

Civil Engineer experienced in structural engineering. Involved in design of new bridges, flood walls numerous retaining wall structures and various outlet control structures, including culverts, weirs and spillways. Responsible for the preparation of plans, cost estimates and specifications for various structural projects. Also responsible for shop drawing reviews.

Antenna Reviews: Responsible for reviewing over 50 antenna supporting structures including water towers, monopoles and self-supporting latticed structures. These reviews include a check of structure geometry, appurtenance layout, code compliance, plan and structural calculation review. Majority of these reviews have been performed for Chicago Ridge, Forest Park, and Orland Park. However, structures have been reviewed in Crystal Lake, Elmwood Park, Rosemont, Shorewood, and Westchester as well.

Shop Drawing Reviews: Responsible for reviewing a variety of different structures including segmental retaining walls, flood walls, outlet structures, billboard signs and junction chambers.

Engineering Services, Rosemont: The Village is approx. 2.5 square miles and is 25% residential (4,000 residents) and 75% commercial/industrial. Engineering services include Phase I, Phase II and Phase III engineering for all transportation and other civil engineering projects and review of all plans for new development. As Structural Project Engineer, responsibilities include structural design and preparation of design plans, specifications and cost estimates. Projects include the River Road Sidewalk and Pedestrian Bridge, Rosemont Ball Park Pump Station, Allstate Arena Ramp Repair, and Westin Hotel Loading Dock and Retaining Wall Replacement.

Donald E. Stephens Fountain, Rosemont: Structural Project Engineer responsible for preparing structural plans, design calculations, and quantity estimates for the decorative fountain and walls for the Donald E. Stephens Park.

Balmoral Avenue Pedestrian Bridge, Rosemont: Project consists of Phase II engineering and development of contract documents for construction of an enclosed elevated pedestrian bridge from the Village's Entertainment District Parking Garage extending south over Balmoral Ave and Fashion Outlets Way and connecting to the Village Parking Garage which is attached to the new Outlet Mall. The proposed pedestrian bridge will be approx. 10' in width and approx. 850' in length. Responsibilities include completion of pier design, review of final structural design, and Shop Drawing review of Contech Bridges and layout.

Addison Creek Reservoir Preliminary Engineering, Melrose Park, MWRD: Assisted in preparation of preliminary engineering plans and cost estimate for a 960 acre-foot off-line flood control reservoir along Addison Creek. Project components include diversion structure, intake structure, excavated reservoir (rock excavation and earth excavation) and dewatering pump station. Project also includes channel improvements, site access roads and bridges as well as existing pump station upgrades. Work tasks include soil borings, field survey, Phase I environmental study, wetland assessment, storm sewer modeling, hydraulic analysis of diversion structure and intake structure, geotechnical analysis, structural engineering, hydrologic and hydraulic modeling, alternative analysis, and preliminary engineering drawings and cost estimate.

Salt Creek Bike Path, Rolling Meadows: Assisted in preparation of design plans and cost estimate for extension of City's bike path system. Phase I report was completed which included fitting an 850' long section bike path along the side banks of Salt Creek. Due to steep side slopes, floodway, wetlands, and extensive existing trees, the path alignment was carefully chosen to avoid impacts. Extensive retaining walls were proposed to limit the impact to trees. Public meetings were held and design approval granted by FHWA. Phase II design plans were completed to FHWA standards. Variable height segmental block retaining walls were implemented on both sides of bike path due to steep side slopes of Salt Creek. Construction cost is estimated at $550,000.

Balmoral Avenue over Tri-State Tollway (I-294), Rosemont: Project involved the design of a new exit ramp from NB Tri-State Tollway to connect Balmoral Ave. Project included widening the Balmoral Ave Bridge to accommodate additional traffic and provide dual turn lanes onto both the NB and SB ramps. Responsibilities included assisting in preparation of design plans and specifications for bridge widening which included 63" pre-stressed bulb T beams, pile supported abutments and piers along with the design of a vaulted concrete approach slab.

135th Street over Long Run Creek, Will County: Provided structural design and preparation of contract plans for a 112' long two span continuous rolled steel beam bridge. Superstructure consists of 11 composite steel beams which provides four 12' wide traffic lanes and 16' wide painted median/turn lane. Bridge is supported by integral abutments and solid concrete pier; and was designed to accommodate 120,000 pound permit loads due to heavy truck traffic.

Downtown Redevelopment, Lincolnshire: Project consisted of construction of two pedestrian bridges and path improvements over Indian Creek in the newly constructed Lincolnshire downtown development. Bridges have spans of up to 125' which are supported on closed concrete abutments and included accent lighting

on the bridges and approach paths. Due to separate contracts and accelerated schedule for the site development and bridge construction, coordination with the Village, Bridge Contractor and site General Contractor was critical to ensure that the work was completed on time for the scheduled grand opening. Responsibilities included final bridge plans.

Flood Mitigation Project, Elmwood Park: Project involved design plan preparation and cost estimate preparation for construction of a 150 cfs pump station and a floodwall. CBBEL developed a flood mitigation plan for Village areas located within the Des Plaines River 100-year floodplain. One of the major components of the plan is the construction of a floodwall. Responsibilities included assisting in design of floodwall and pump station.

Grasslands Regional Flood Control, Orland Park: The Grasslands Regional Flood Control project was developed to address the Orland Park Flood Risk Reduction Assessment. Project provides stormwater detention for future development of the Anderson and Tilsy farm and reduces the risk of future flooding for the residents of the existing Grasslands Subdivision. Responsibilities included design of concrete spillway and filter diaphragm and preparation of associated plans, specifications and estimated cost.

Stabilization of CSO #6: Project consisted of replacing the outfall structure of an existing 90" brick sewer with a flow of 330 cfs. Proposed outfall structure is a grated box end section attached to a rectangular head tank with a 90" Tideflex check valve. Responsibilities included structural design of the outfall structure and preparation of drawings and specifications.

Vale at Flagg Creek Subdivision, Willow Springs: The proposed single-family home subdivision site is accessed by an existing one-lane single span bridge and contains floodplain and floodway associated with Flagg Creek. In addition to wetland and floodway/stormwater assessment, project included preparing bridge plans to widen the existing precast concrete deck beam bridge. Responsibilities included reviewing and revising the proposed Flagg Creek Bridge Widening Plans and extensive redesign of the bridge railing to accommodate the aesthetic requirements of the client.

Dellwood Park, Lockport: Project consisted of a bike path and pedestrian bridge over the I&M Canal. The prefabricated Pratt truss bridge has a clear width of 14' and an 85' span. Responsibilities included bridge layout, structural design of the abutments and the preparation of plans and specifications. Additional responsibilities included addressing IDOT comments and preparation of quantity and cost estimates.

Bristol Park, Wood Dale: Project consisted of designing a portion of retaining wall that borders the detention pond for proposed development. Responsibilities included design of reinforced segmental retaining wall and preparation of plans and specifications.

Cambridge Section 4: Responsibilities included various preliminary bridge designs for cost comparison. These designs included a pretensioned deck beam bridge, slab bridge, CONSPAN culvert and box culverts. A 44' long, twin 9'x3' box culvert was selected. Responsibilities included structural design of the railing and cast-in-place headwalls and wingwalls. Additional responsibilities included preparation of quantity and cost estimated and review of shop drawings.

West Branch Regional Trail: This trail follows the West Branch of the DuPage River in unincorporated DuPage County and Naperville. The proposed bike path underpasses the Burlington North RR and Ogden Ave bridge crossings. Structural design was performed for 244' of precast module wall and over 265' of segmental retaining wall. Responsibilities included structural design of segmental retaining walls and preparation of drawings, cost estimates and specifications.

Metra Station, Rosemont: Assisted in design and preparation of contract drawings for the Metra station building that provides access from the Balmoral Ave bridge to the train platform three stories below.

Willow Road Bridge Over the Middle Fork of the North Branch of the Chicago River, Northfield: Reviewed the design, calculations and quantities of contract drawings for an 86'-0" long steel bridge on H-Piles. Designed and prepared the contract drawings for a cast-in-place retaining wall totaling 145' in length. Performed quality take-offs for the bridge and drainage structures. This work was performed for IDOT.

Butterfield Road Widening, Lake County: Performed calculations and determined quantities for a soldier pile wall with cast-in-place facing for IDOT.

Timber Edge Drive Bridge Replacement, Oakbrook Terrace: Prepared cost estimates for replacement of a three span, continuous steel stringer bridge over Salt Creek.

Balmoral Avenue Extension, Rosemont: Project consisted of extending Balmoral Ave to O'Hare Airport. Responsibilities included preliminary bridge design for cost comparison of the extension over the Central Wisconsin RR, preparation of cost estimates and specifications, and structural design of the blast/retaining wall located at the entrance ramp to SB Mannheim Rd. Preliminary design of Balmoral Ave extension over the Central Wisconsin RR consisted of a comparison between precast prestressed I-beams and welded plate girders for the 255' three span bridge.

The blast/retaining wall consisted of two sections, 243' and 573' long, initially varying in height from 10.5' to 20', and 6.5' to 23.5', respectively. The wall was designed to be built in two phases. Phase II requires the walls to be extended to provide a minimum 15' clearance from the existing airside elevation to the top of wall and for a 10' security fence to be secured to the top of the wall.

Blackberry Creek Subdivision, St. Charles: Project consisted of a 50' wide labyrinth weir outletting through 132' of twin cell precast barrel units to a retention pond. Responsibilities included structural design of wingwalls, weir, and barrel unit footings. Additional responsibilities included preparation of quantities, cost estimates and specifications.

Hawthorn Parkway, Vernon Hills: Project consisted of replacing the existing weir and culvert under Hawthorn Parkway with a labyrinth weir outletting through box culverts. Portions of the existing weir were to remain. Responsibilities included structural design of wingwalls and weir, and preparation of quantity and cost estimates.

Moose Island Bridge Over the I&M Canal, Channahon: Project consisted of a 30' wide, 100' single span bridge over the I&M Canal. Responsibilities included structural design of concrete wingwalls, modular block retaining walls, concrete abutments, and 40" plate girder bridge beams. Additional responsibilities included design of a railing to accommodate vehicular and bicycle traffic. A limestone patterned form liner was incorporated into the design of the wingwalls and retaining walls to integrate the bridge with the natural surroundings.

Logan Street Dam Reconstruction, Lemont: Responsibilities included structural design of the spillway slab, retaining walls, and cut-off walls.

Willow-Higgins Creek, Rosemont: Project consisted of soldier piles encased in concrete below grade with precast panels between the soldier piles above grade. Responsibilities included determining soldier pile embedment depths and the size of soldier pile required.

Frank Nemes, PE, PTOE

Project Manager

YEARS EXPERIENCE: 29
YEARS WITH CBBEL: 27

EDUCATION
Master of Science, 2000
Computer Science
Illinois Institute of Technology

Bachelor of Science, 1994
Civil Engineering
Marquette University

PROFESSIONAL REGISTRATION
Professional Engineer, IL,
062.052813, 1999

CERTIFICATIONS
Professional Traffic Operations Engineer

Traffic Signal Technician, Level III

PROFESSIONAL DEVELOPMENT
Traffic Signal Electrician Level III, International Municipal Signal Association

Traffic Signal Electrician Level II, International Municipal Signal Association

Associate Traffic Signal Technician Level I, International Municipal Signal Association

Work Zone Safety Specialist, International Municipal Signal Association

Ethics in City Government, Ethics Training for CDA/OMP Contractors, Vendors and Employees

PROFESSIONAL AFFILIATIONS
Chi Epsilon Civil Engineering Honor Society

Institute of Transportation Engineers

International Municipal Signal Association

Traffic Engineer involved in projects concerned with traffic signals, Signal Coordination and Timing (SCAT), and traffic operations analysis. Responsibilities include preparation of intersection design studies, traffic signal design, railroad sequences, isolated intersection capacity analysis and development of Time-of-Day (TOD) and Traffic Responsive Program (TRP) closed loop system signal timings utilizing both Eagle/Tactics and Econolite/Aries controller software.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Signal Coordination and Timing (SCAT):

IDOT, Districts 2-5

- PTB 124-028
- PTB 130-014
- PTB 138-026
- PTB 142-027
- PTB 162-035
- PTB 172-029
- PTB 184-037
- PTB 192-023

IDOT, Districts 6-9

- PTB 134-014
- PTB 150-046
- PTB 158-038

IDOT, District 1, Phase I Study: Traffic operations analysis of IL Rt 60 (Half Day Rd) and I-94. Traffic modeling using Synchro, Sim Traffic and HCS for alternatives analysis and operational evaluation.

IDOT, District 1, Design Services: Grounding research and design. Developed specifications and design standards for grounding systems at signalized intersections.

IDOT, District 1: Sequence of Operation, Railroad Sequence of Operation and Emergency Vehicle Sequence of Operation for various intersections in Cook, DuPage, Lake and Will Counties. Developed new format for railroad sequence of operation.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Signal Coordination and Timing (SCAT):

- 2 intersections on Park Blvd from Devon Ave to Pierce Rd.
- 5 intersections on Old Orchard Rd from Woods Dr to Lavergne Ave.
- 9 intersections on Lake Cook Rd and 3 intersections on IL Rt 83.
- 4 intersections on Meacham Rd from Nerge Rd to Home Depot/Texas St.
- 21 intersections on Lake Cook Rd from Portwine Rd to US Rt 41 ramps.
- 17 intersections along Schaumburg Rd from Martingale Rd to Knollwood Dr, funded through CMAQ program.
- 6 intersections on Arlington Heights Rd from Devon Ave to Oakton St, funded through CMAQ program.
- 3 intersections on 127th St from Timberline Drive to I-355 ramps.

MCHENRY COUNTY DIVISION OF TRANSPORTATION

Signal Coordination and Timing (SCAT):

- Traffic Signal Timing Assistance and Review
- 18 intersections along Randall Rd/Rakow Rd, Algonquin Rd, Virginia Rd and Pyott Rd.
- 3 intersections on Randall Rd from Huntington Dr/Bunker Hill Dr to Acorn Ln.

PHASE I PROJECTS

Cedar Road and Haven Avenue, New Lenox: Project Manager and Project Engineer. Phase I project to construct oval type roundabout through the existing two stop controlled intersections on Haven Avenue at Cedar Road. Responsibilities included crash analysis, capacity analysis, warrant analysis and FHWA crash prediction.

Deerfield Rd to I-94 Southbound Ramp, LCDOT: Project Engineer. Phase I project to reconstruct Deerfield Road from Milwaukee Avenue (US 45/IL 21) to Saunders/Riverwoods Road to address existing and future capacity, mobility, safety, and operational deficiencies associated with this section of Deerfield Road. Responsibilities included 2040 volume development and CMAP concurrence, crash analysis, capacity analysis, QA/QC Synchro model and calibration of SimTraffic model.

Rand/Central/Mount Prospect Roads Phase I Study, Mount Prospect: Project Engineer. Phase I project to determine improvements for Rand/Central/Mount Prospect Roads triangle to address existing and future capacity, mobility, safety, and operational deficiencies. Responsibilities included capacity analysis, QA/QC Synchro model, calibrate SimTraffic model and Q&A at Public Information Meetings #1 & #2.

RAILROAD QUIET ZONES

Oak Lawn: Preparation of submittal to Federal Railway Administration to create a new 24 hour Quiet Zone for 6 at-grade railroad crossings and 3 at-grade pedestrian crossings along Metra Southwest Service line. Quiet zone limits were from Central Ave to Kilbourn Ave.

New Lenox: Preparation of submittal to Federal Railway Administration to create a new 24 hour Quiet Zone for 6 at-grade railroad crossing along the EJ&E Railway line. Quiet zone limits were from Gougar Rd to School House Rd.

Wayne: Preparation of submittal to Federal Railway Administration to create a new 24 hour Quiet Zone for 1 at-grade railroad crossing along EJ&E Railway line. Quiet zone consisted of the Army Trail Rd at-grade crossing.

West Central Municipal Conference: Preparation of final submittal to Federal Railway Administration to create a new 2.9 mile railroad quiet zone through City of Berwyn, Village of Riverside and Village of North Riverside. Proposed quiet zone will include 8 at-grade highway-railroad crossings and 1 at-grade pedestrian-railroad crossing along Chicago Central & Pacific.

Elmwood Park: Preparation of final submittal to Federal Railway Administration to create a new partial 0.69 mile railroad quiet zone through the Village. Proposed partial quiet zone will include 4 at-grade highway-railroad crossings and 2 at-grade pedestrian-railroad crossing along Northeastern Illinois Commuter Rail Corporation's "Metra" tracks.

STUDIES

Glendale Heights: Traffic Signal Warrant Study on IL Rt 64 and Pearl Ave/Western Ave.

D'Arcy Volkswagen: Traffic Signal Warrant Study and Intersection Design Study including SimTraffic simulation for US Rt 52 and D'Arcy Volkswagen/Joliet Park District East Access.

Orland Park: Traffic Signal Warrant Study for IL Rt 7 (159th St) and 113th Ct.

DuPage County: IL Rt 19 at York Rd Grade separation project. Accident analysis, Sim Traffic simulation, and traffic operations analysis.

Nowell Park, Joliet: Preparation of traffic impact study for the proposed recreation center located along Mills Rd east of IL Rt 53.

OTHER PROJECTS

Naperville: Traffic signal and system design for West St from Emerald Dr to Martin Ave.

Safespeed: Preparation of Red Light Camera Installation plans for over 20 intersections located in Burbank, Chicago Heights, Crestwood, Dolton, Evergreen Park, Glendale Heights, Hometown, Matteson, Melrose Park, North Riverside, Oakbrook Terrace, Palos Heights, Richton Park, Skokie, and Tinley Park.

Rosemont: SCAT for 9 intersections on Des Plaines River Rd from Balmoral Ave to Devon Ave, funded through CMAQ program.

Chicago Ridge and Northlake: Project consisted of securing a grant from Illinois Clean Energy community Foundation to retrofit incandescent traffic lights with LED traffic lights for 14 intersections in Chicago Ridge and 6 intersections in Northlake.

Hanover Park: Developed plans and specifications for emergency vehicle preemption at intersection of Barrington Rd at IL Rt 19 (Irving Park) and Barrington Rd at US Rt 20 (Lake St).

Chicago Ridge: Local project development report to add a right turn lane at intersection of IL Rt 7 (Southwest Highway) and Ridgeland Ave.

TAB 3

FEE

SINGLE FAMILY RESIDENTIAL	2023-2024 FEE
Initial Plan Review*	$300
Second Plan Review	$200
Inspections	$200
Final Grading Inspection and As-Built Review*	$300
Additional Reviews	$200

SINGLE FAMILY RESIDENTIAL	2025-2026 FEE
Initial Plan Review*	$325
Second Plan Review	$215
Inspections	$215
Final Grading Inspection and As-Built Review*	$325
Additional Reviews	$215

*Includes site visit

Development review completion timelines are within ten business days of Village receipt for Single Family Residential and within fifteen business days of Village receipt for Commercial/Non-Residential or Subdivision.

COMMERCIAL / NON-RESIDENTIAL OR SUBDIVISION

This task will be billed on an hourly basis in accordance with the attached 2023 Schedule of Charges for Professional Services. We intend to hold the rates on the attached Schedule of Charges through December 2026.

Invoicing will be on a monthly basis and an individual invoice will be prepared for each address and will be itemized by task in accordance with the above Fee Schedules.

MUNICIPAL SERVICES

This task will be billed on an hourly basis in accordance with the attached 2023 Schedule of Charges for Professional Services. We intend to hold the rates on the attached Schedule of Charges through December 2026.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023

Personnel	Charges* ($/Hr)
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

AGENDA ITEM # 8f

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Elm Street Sidewalk Project – Construction

MEETING DATE: April 18, 2023

FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Reject all February 15, 2023 submitted bids for the Elm Street Sidewalk Project and review re-submitted bids at a future Board Meeting.

Background

The Village has agreed to a building lease with Hinsdale Community Services (HCS) at 22 North Elm Street. Both organizations agreed to a new public sidewalk and transferred on-street parking on the west side of Elm Street from East Walnut Street to 22 North Elm Street. A new mid-block pedestrian crossing is also provided. The new public sidewalk and related components are the only items within this construction contract, and other private improvements outside the roadway and parkway are not part of this Village contract.

Discussion & Recommendation

On February 15, 2023, seven bids were received for the Elm Street Sidewalk Project. The received bids are shown below:

Project Bid Results

Description	Total Bid
Triggi Construction	$ 80,603.50
ALAMP Concrete	$ 89,606.15
J & J Newell Concrete	$ 100,551.25
Davis Concrete	$ 101,922.85
Landmark Contractors	$ 109,556.10
G&M Cement	$ 116,207.00
Alliance Contractors	$ 131,329.50
Engineer's Estimate	$ 47,858.25
Project Budget	$ 50,000.00

All received bids are greater than the engineer's estimate and related Village budget. Staff has identified potential project cost savings and will re-bid this contract with the 2023 Sidewalk Program. These bids are scheduled to be reviewed by Village staff in April. Re-bid results will be reviewed by the Board on a future Consent Agenda Item if it meets applicable Village Policy; otherwise, it will be reviewed as a future Second Read item. Village staff recommends rejecting all February 15, 2023 submitted bids for the Elm Street Sidewalk Project and reviewing re-submitted bids at a future Board Meeting.

Budget Impact

The Village has budgeted $50,000.00 for the Elm Street Sidewalk Project, and the February 15, 2023 submitted low bid is $80,603.50. The potential contract award is not within the available allocated budget.

Village Board and/or Committee Action

At the Board of Trustees meeting on April 3, 2023, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Elm Street Sidewalk Bid Tab

H. R. GREEN, INC.
323 Alana Drive
New Lenox, IL 60451
PH: (815) 462-9324

HRGreen

ELM ST. SIDEWALK IMPROVEMENTS

Project Name: Elm St. Sidewalk Improvements

Section No.: Village of Hinsdale			**Triggi Construction Inc**		**ALAMP Concrete Contractors**		**J & J Newell Concrete Contractos**		**Davis Concrete Construction**		**G & M Cement Construction**		**Alliance Contractors, Inc.**		**Landmark Contractors, Inc.**		**ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS**	
Bid Date: FEBRUARY 15, 2023			**1975 Powis Rd., PO Box 235**		**1900 Wright Boulevard**		**25350 S. State Street**		**11244 W. Manhattan-Monee Road**		**58 Commercial**		**1166 Lake Ave.**		**11916 W. Main St.**			
HR Green Project No: 220092			**West Chicago, IL 60186**		**Sachaumburg, IL 60193**		**Crete, IL 60417**		**Monee, IL060449**		**Addison, IL 60101**		**Woodstock, IL 60098**		**Huntley, IL 60142**			
Engineer's Opinion of Probable Construction Cost - $47,858.25																		
		UNIT	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	EARTH EXCAVATION	CU YD	89	$105.00	$9,345.00	$63.00	$5,607.00	$100.00	$8,900.00	100.00	$ 8,900.00	$ 135.00	$ 12,015.00	$ 10.00	$ 890.00	129.00	$ 11,481.00	$ 40.00	$3,560.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	215	20.00	$4,300.00	9.00	$1,935.00	$5.50	$1,182.50	17.50	$ 3,762.50	$ 20.00	$ 4,300.00	$ 10.00	$ 2,150.00	20.00	$ 4,300.00	$ 5.00	$1,075.00
3	NITROGEN FERTILIZER NUTRIENT	POUND	5	20.00	$100.00	1.00	$5.00	$2.75	$13.75	3.00	$ 15.00	$ 6.00	$ 30.00	$ 5.00	$ 25.00	6.00	$ 30.00	$ 2.50	$12.50
4	PHOSPHORUS FERTILIZER NUTRIENT	POUND	5	20.00	$100.00	1.00	$5.00	$2.75	$13.75	3.00	$ 15.00	$ 6.00	$ 30.00	$ 5.00	$ 25.00	6.00	$ 30.00	$ 2.50	$12.50
5	POTASSIUM FERTILIZER NUTRIENT	POUND	5	20.00	$100.00	1.00	$5.00	$2.75	$13.75	3.00	$ 15.00	$ 6.00	$ 30.00	$ 5.00	$ 25.00	6.00	$ 30.00	$ 2.50	$12.50
6	SEEDING, CLASS 1	SQ YD	100	5.00	$500.00	12.25	$1,225.00	$0.83	$83.00	3.00	$ 300.00	$ 6.00	$ 600.00	$ 5.00	$ 500.00	9.00	$ 900.00	$ 10.00	$1,000.00
7	SEEDING, CLASS 3	SQ YD	165	5.00	$825.00	15.50	$2,557.50	$1.10	$181.50	3.00	$ 495.00	$ 6.00	$ 990.00	$ 5.00	$ 825.00	10.00	$ 1,650.00	$ 10.00	$1,650.00
8	SUPPLEMENTAL WATERING	UNIT	50	100.00	$5,000.00	1.00	$50.00	$27.50	$1,375.00	0.01	$ 0.50	$ 0.01	$ 0.50	$ 50.00	$ 2,500.00	40.00	$ 2,000.00	$ 5.00	$250.00
9	TEMPORARY EROSION CONTROL SEEDING	POUND	10	25.00	$250.00	1.00	$10.00	$22.00	$220.00	10.00	$ 100.00	$ 1.00	$ 10.00	$ 1.00	$ 10.00	25.00	$ 250.00	$ 10.00	$100.00
10	EROSION CONTROL BLANKET	SQ YD	215	2.00	$430.00	13.00	$2,795.00	$16.50	$3,547.50	17.50	$ 3,762.50	$ 22.00	$ 4,730.00	$ 5.00	$ 1,075.00	3.00	$ 645.00	$ 5.00	$1,075.00
11	INLET FILTERS	EACH	4	200.00	$800.00	15.00	$60.00	$190.00	$760.00	50.00	$ 200.00	$ 300.00	$ 1,200.00	$ 25.00	$ 100.00	441.00	$ 1,764.00	$ 200.00	$800.00
12	INLETS TO BE ADJUSTED	EACH	1	750.00	$750.00	800.00	$800.00	$500.00	$500.00	1,660.00	$ 1,660.00	$ 700.00	$ 700.00	$ 750.00	$ 750.00	835.00	$ 835.00	$ 500.00	$500.00
13	CCC&G REMOVE AND REPLACE, B6.12	FOOT	30	75.00	$2,250.00	133.00	$3,990.00	$75.00	$2,250.00	78.00	$ 2,340.00	$ 80.25	$ 2,407.50	$ 135.00	$ 4,050.00	110.90	$ 3,327.00	$ 40.00	$1,200.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,977	10.50	$20,758.50	12.00	$23,724.00	$12.00	$23,724.00	17.50	$ 34,597.50	$ 18.50	$ 36,574.50	$ 26.85	$ 53,082.45	13.20	$ 26,096.40	$ 8.00	$15,816.00
15	PCC SIDEWALK (SPECIAL)	SQ FT	972	13.50	$13,122.00	23.00	$22,356.00	$45.00	$43,740.00	30.40	$ 29,548.80	$ 30.00	$ 29,160.00	$ 39.75	$ 38,637.00	29.35	$ 28,528.20	$ 15.00	$14,580.00
16	DETECTABLE WARNINGS	SQ FT	24	35.00	$840.00	30.00	$720.00	$50.00	$1,200.00	21.00	$ 504.00	$ 70.00	$ 1,680.00	$ 50.00	$ 1,200.00	36.00	$ 864.00	$ 32.00	$768.00
17	STORM SEWERS,CLASS B, TYPE 1, 8"	FOOT	5	250.00	$1,250.00	200.00	$1,000.00	$200.00	$1,000.00	450.00	$ 2,250.00	$ 600.00	$ 3,000.00	$ 240.00	$ 1,200.00	475.00	$ 2,375.00	$ 80.00	$400.00
18	END SECTION, 8"	EACH	1	750.00	$750.00	1,500.00	$1,500.00	$900.00	$900.00	1,722.00	$ 1,722.00	$ 3,000.00	$ 3,000.00	$ 400.00	$ 400.00	1,700.00	$ 1,700.00	$ 200.00	$200.00
19	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	3	300.00	$930.00	44.00	$136.40	$11.00	$34.10	11.00	$ 34.10	$ 15.00	$ 46.50	$ 11.00	$ 34.10	40.00	$ 124.00	$ 10.00	$31.00
20	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	599	7.00	$4,193.00	3.25	$1,946.75	$6.60	$3,953.40	6.05	$ 3,623.95	$ 7.00	$ 4,193.00	$ 6.05	$ 3,623.95	2.00	$ 1,198.00	$ 0.75	$449.25
21	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	51	10.00	$510.00	3.50	$178.50	$11.00	$561.00	7.00	$ 357.00	$ 10.00	$ 510.00	$ 7.00	$ 357.00	3.50	$ 178.50	$ 1.50	$76.50
22	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	10,000.00	$10,000.00	17,000.00	$17,000.00	$3,598.00	$3,598.00	2,300.00	$ 2,300.00	$ 5,000.00	$ 5,000.00	$ 18,385.00	$ 18,385.00	18,250.00	$ 18,250.00	$ 3,000.00	$3,000.00
23	CONSTRUCTION LAYOUT	LSUM	1	3,500.00	$3,500.00	2,000.00	$2,000.00	$2,800.00	$2,800.00	5,420.00	$ 5,420.00	$ 6,000.00	$ 6,000.00	$ 1,485.00	$ 1,485.00	3,000.00	$ 3,000.00	$ 2,000.00	$2,000.00
				TOTAL BASE	**$80,603.50**	**TOTAL BASE**	**$ 89,606.15**	**TOTAL BASE**	**$100,551.25**	**TOTAL BASE**	**$ 101,922.85**	**TOTAL BASE**	**$ 116,207.00**	**TOTAL BASE**	**$ 131,329.50**	**TOTAL BASE**	**$ 109,556.10**	**TOTAL BASE**	**$48,568.25**
Unit Price - Bid Alternates - N/A																			
	Proposed Amount TOTAL AS READ			**TOTAL AS READ**	**$ 80,603.50**	**TOTAL AS READ**	**$ 89,606.15**	**TOTAL AS READ**	**$ 100,551.25**	**TOTAL AS READ**	**$ 101,922.85**	**TOTAL AS READ**	**$ 116,812.00**	**TOTAL AS READ**	**$ 131,329.50**	**TOTAL AS READ**	**$ 109,556.10**		**$ 47,858.25**
				Difference =	**$ -**		**$ -**		**$ -**		**$ -**		**$ (605.00)**		**$ -**		**$ -**		
Total Bid with Bid Alternate -AS BID					**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		**N/A**		
Total Bid with Bid Alternate -AS CORRECTED				**As Corrected**									**$ 116,207.00**						

AGENDA ITEM # 9a

REQUEST FOR BOARD ACTION

Fire Department

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Replacement of Fire Engine
MEETING DATE:	April 18, 2023
FROM:	John Giannelli, Fire Chief

Recommended Motion

Waive the competitive bidding requirement in favor of the Sourcewell Purchasing Agreement, contract 113021-OKC-1 with Pierce Manufacturing; **and**
Approve the purchase of a Pierce Enforcer Pumper from MacQueen Emergency Group in an amount not to exceed $840,000.

Background

Hinsdale owns two pumping engines with one maintained as a secondary engine to be placed in front-line service while the primary engine is out for repairs and maintenance. Additionally, our secondary engine responds to incidents, an average of three times per month, while the front-line engine is committed to a separate incident. In 2022, Hinsdale Fire Department responded to 2,608 calls for emergency service, nearly 75% (1,910) of those responses included one of our engines.

The replacement vehicle policy recommends replacement of the fire engine at 16 years of service, with eight years in front-line service and eight years as second-line or reserve. Replacement of this apparatus has been in the Capital Improvement Plan (CIP), first in Fiscal Year 2021/2022 and has increased in cost from $550,000 to the current quote of $840,000. The expected build time is two or more years with an expected delivery and payment in 2025. The current front-line apparatus will be 11 years old when the new apparatus is delivered. The reserve apparatus to be replaced will be 25 years old.

This proposed purchase will become the new front-line pumping, rescue, and hazardous materials response apparatus. The Pierce Enforcer Pumper is similar to our current apparatus; providing the capabilities of compartment storage for equipment used in Advanced Life Support medical treatment, rescue equipment for motor vehicle crashes, and firefighting equipment. There is a 1500 gallon per minute pump and 750 gallon water tank to provide sufficient fire suppression capability.

Discussion & Recommendation

Several factors have created urgency to finalize the purchase of a new engine:

1. Supply chain issues have dramatically increased the cost - $300,000 increase over last 3 years
2. New EPA compliant motor installed in 2026 builds - $80,000 to $110,000 added cost
3. Dramatically increased build-time – current orders are 36 months and longer
4. Front-line engine repair costs - $20,000 in 2022 and $15,000 already this year
5. Front-line engine out of service for repair – 42 days in 2022 and 25 days already this year

Using the Sourcewell Purchasing Agreement to purchase an engine through Pierce Manufacturing's "Build My Pierce" program, will reduce the build time to 30 months, with delivery before 2026. This is important as nationally, all engines delivered after 2026 will be mandated to have a new more expensive motor estimated at $80,000 to $110,000 more due to new Federal EPA emission regulations that will apply.

On Friday March 17, Pierce had 200 open slots for orders. As of Tuesday March 28, there were 90 open spots nationwide for this option; they predict filling the spots before May 1, 2023. Pierce has also indicated they plan to implement an 8% price increase on May 1, 2023.

The Village explored purchasing through other apparatus suppliers. Rosenbauer has a similar program, but their dealer estimated their cost for our specification to be over $900,000 and Sutphen estimates $951,608 with a four-year build time.

The following is a summary of the Village's two engines:

	Engine 85	Engine 84
Date in Service	2000	2014
Current Status	Reserve	Front Line
Age	23 years	9 years
Expected Service Life	16 years	16 years
Life with Refurbishment	20-22 years	20-22 years
2022 Repairs/Maintenance	$1,000	$18,000
2022 Time out of Service	35 hours	1,020 hours (42 days)
Lifetime Repair Costs	Over $200,000	$115,000
CIP Programmed Replacement	In 2022 $550,000	2030
Status	Programmed for expense in 2024 @ $730,000 due to two year manufacturing time at time of development of the CIP, now closer to 2025	Programmed refurbishment in 2026 @ $52,500

Hinsdale Fire Department leaders have investigated the feasibility of sharing equipment with our neighboring departments. In 2022, we borrowed Western Spring's secondary ambulance for several months during a lengthy repair of our secondary ambulance. Both Clarendon Hills and Western Springs have expressed willingness to assist with equipment when needed. However, while both towns have an engine they use for secondary responses, their staffing models rely on having that engine available for their off duty personnel coming to the stations to respond to an incident. Therefore, we would not be able to have a secondary engine at Hinsdale available for immediate use when our front line engine fails and for our simultaneous calls that require an engine. Increased repair costs to maintain our aging front-line engine will erase the savings from sharing a reserve engine. When our current front line engine becomes our reserve engine, less frequent use results in fewer required repairs.

Budget Impact

Budget line item 3100-7907, CIP year 2024 estimate is $730,000. The CIP Budget impact will be in 2025 and will be able to absorb the additional $110,000. The Village is exploring grant opportunities to offset the cost of this expense.

Village Board and/or Committee Action

At their meeting April 3, 2023, the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Capital Improvement Plan 2024
2. Fire Department Vehicle Replacement Policy
3. Sourcewell Purchasing Agreement
4. Sourcewell Pierce Discount
5. Pierce Proposal #1090

Fire

Vehicles 2024

Replace Fire Engine #E85 $730,000

Vehicle Description

Make	Pierce
Model	Fire Engine
Year	2000
Useful Life	16 Years
Mileage	92,341
*Maintenance Costs**	$164,363

*Cost is **estimated** based upon current records.



Project Description & Justification

In 2000, Fire Engine #E85 was the primary response unit. It remained the primary response unit for almost 14 years. As the Vehicle Replacement Policy indicates (included in the appendix) there is a 16-year life expectancy for fire engines before reliability issues begin to arise and replacement parts may no longer be available. In 2014, the Department reduced its fire engine fleet from three units to two. At that time, the Department invested $50,000 to upgrade and repair this vehicle to extend its service life to 20-22 years. These repairs enabled the Village to establish a replacement schedule wherein one of the Department's engines is scheduled to be replaced approximately every eight years.

The new front line engine will be staffed with personnel certified as paramedics. Recently we equiped the current front line engine with Advanced Life Support (ALS) equipment. This means our paramedics are able to provide the skilled interventions of caring for someone with a severe allergic reaction, intubating to provide an airway when the patient is unable to breathe on their own, Cardiovert when the heart's rhythm is not life sustaining, or provide medication to a diabetic whose blood glucose is dangerously low. The front line engine will respond with the ambulance on about 60% of EMS calls. It is very common for Hinsdale to respond to simultaneous ambulance calls. Having an ALS engine will allow care to begin quicker for those calls that occur while the engine is returning from the previous call and while waiting for a mutual aid ambulance to arrive. This equipment will be moved to the new front line engine and the secondary engine will have Basic Life Support equipment.

The vehicle will be closely evaluated at the time of recommended replacement and reprioritized if needed. Depending on condition at the time of recommended replacement, the determination will be made to keep, auction, or trade in this vehicle.

The new Fire Engine #E85 will be designated as the primary response unit and reclassify Fire Engine #E84 as the secondary response unit. Due to an expected change in the motor requirement adding $80,000 to $110,000 to the apparatus cost, an oportunity to avoid the additional expense, and manufacturing times extending beyond 24 months to four years; the department plans to place the order for the new engine in April 2023, with delivery scheduled for 2025 and the expense falling in the 2025 fiscal year.

Project Update

Increased the estimated cost and added Advanced Life Support capability.

Project Alternative

Delaying this project will result in increased maintenance costs and out of service time for the front line engine. Significant increases in purchase cost due to new motor requirment and anticipated cost increase May 1, 2023. The ALS portion was added to the front line engine in December 2022.

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Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

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developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

4/5/2022 | 4:53 PM CDT
Date: _____

Oshkosh Corporation

By: _____
James W. Johnson
Title: Executive Vice President and President
Fire & Emergency Segment

Date: APRIL 5 '22

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT
Date: _____

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RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state:	WISCONSIN
Address:	2600 American Drive Appleton , WI 54914
Contact:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Phone:	920-832-3272
Fax:	920-740-6252
HST#:	

Submission Details

Created On:	Monday October 18, 2021 12:41:15
Submitted On:	Tuesday November 30, 2021 16:18:31
Submitted By:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Transaction #:	724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address:	198.190.231.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.	*
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956	*
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com,	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Oshkosh Corporation Overview Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller. Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people. Oshkosh Core Values: WE PUT PEOPLE FIRST • We treat people how they need to be treated. • We keep people safe, within our walls and those using our products. • We care for the emotional, physical, and financial wellbeing of our people. • We celebrate what makes each of us unique. • We value other's words and ideas. • We respect the impact we have on each other; on the people we serve and in communities around the world. WE DO THE RIGHT THING • We do the right thing, the right way, for the right reasons. • We take responsibility for our actions. • We speak up and share our thoughts and concerns. • We keep our promises. • We respect our environment: both where we work and the planet we rely on. WE PERSEVERE • We push the bounds of technology and engineering to bring value to our customers and those who count on us. • We challenge the impossible to make a difference every day. • We are courageous and steadfast. • We strive to overcome obstacles and achieve our goals. WE ARE BETTER TOGETHER • We welcome ideas different from our own. • We rely on diversity to drive innovation. • We create an inclusive, empowering environment for all. • We work together across geographies, platforms, business units and functions to help our company reach its fullest potential. Business Philosophy: Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world. As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way. Business Longevity: Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland	*

		rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder. Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968. We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers! Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.	
10	What are your company's expectations in the event of an award?	The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program. The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members. The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company. We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/ Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards & Poor's BBB. Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.	*

12	What is your US market share for the solutions that you are proposing?	Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market. The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.	*
13	What is your Canadian market share for the solutions that you are proposing?	Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Pierce and Airport Products are best described as manufacturers. Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors. Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service. Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives. Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required. We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality. ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well. Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate. UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate. ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx	

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: https://www.oshkoshcorp.com/en/news

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.
World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.
Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek

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Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: https://www.oshkoshcorp.com/en/news

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750.
Please refer to the link: https://www.oshkoshcorp.com/en/news/12-11-20-forbes

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award

		Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527 Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces. Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements. Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products. 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sherriff's 8. Ohio State 9. Costars	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current GSA (General Services Administration) contract is GS30F021DA	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A	*
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network. The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.	*
26	Dealer network or other distribution methods.	Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way. There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location. As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products. Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.	*

27	Service force.	Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer: • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include: • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance. • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover. Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user. Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives	AFTERMARKET PIERCE MODEL Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any

	that help your providers meet your stated service goals or promises.	service needs they may have. TEAM MEMBERS Pierce Service Brigade An army of 600 service technicians across the US and Canada. Certified Master Technicians We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus. The Right Attitude and the Right Tools Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for. INVENTORY As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time. Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time. FACTORY HOURS OF OPERATION Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week. PROBLEM IDENTIFICATION & RESOLUTION As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance. Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login. TECHNICAL SERVICE SUPPORT Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below: SERVICE: Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission. Direct access to Pierce technical support Routine preventative maintenance Annual aerial ladder testing Pump testing Ground ladder testing NFPA 1911 annual inspections maintenance and testing Repairs from small minor issues to major overhauls and many other services Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing Service provided by EVT, ASE, Pierce and industry specific certified technicians All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff PARTS: Pierce authorized dealers maintain a large assortment of products supplied with fire	*

		apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables “out of service” time to be kept to a bare minimum. All Pierce authorized sales and service dealers have access to Pierce’s extensive level of replacement parts inventory, which is more than $15M as well as any Pierce required fabrication services. Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell. Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories. Airport Products is able and willing to provide our products and services to participating entities in the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L ’Arsenal. Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT). Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support. Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team: • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder. Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology. Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website were facts and information can be obtained. Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials. Sourcewell' s role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location. Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset. This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process. For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is offered in several different ways: • A customer can request factory personnel to provide training and it will be added to the sale or available at a later date. • The dealer may have a training program to offer that introduces the customer to the dealer's support team • The customer may choose to attend regional training classes offered throughout the year. All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable. On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training. We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx. Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.	*

40	Describe any technological advances that your proposed products or services offer.	Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company. Through this contract, we offer numerous proprietary features that standout from others and not limited to: • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available is a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information. The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.	*

41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder. Pierce Sustainability Efforts Sustainability is defined as “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” Pierce is continuously improving how we make and distribute products. It’s about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate. Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years. Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index. Department of Energy’s Better Buildings, Better Plants Program Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy’s Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness. ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder. Community – Goodwill Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.	*

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference. CERTIFICATIONS: ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation. TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level. AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18. Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production. Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts. GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices. World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain. Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve. Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships. Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength. Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered. Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the “manufacturer”, warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery. The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance). Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty. The Manufacturer’s warranty shall not apply to the following: • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit’s stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found. All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer. Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle. Examples of base warranties are our structural warranties which carry a 100,000-mile limit. Extended warranties carry various mileage limits based on the specific coverage. Paint warranties are prorated based on age of the unit.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines. Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.	*

49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of $220,714.00 could earn a discount of ($6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of $310,385.00 could earn a discount of ($6,207.00).	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.	*

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location. Factory inspection trips Weekly construction photo progress reports Orientation DVD specific to your apparatus Loose Equipment Engine and or transmission diagnostic software Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment Pre-delivery service consisting of basic fluids and filters Custom fabrication for tool mounting and communication equipment Other items as requested by customer and deemed sourced or open market Delivery Sales and other taxes, license, handling, or title fees are also not included.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Transportation Expenses Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements. All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added. The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction. Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat $2000.00 USD per customer purchase order or separate contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles. CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style. AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material. EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle. RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays. TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty. SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle. Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration. Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	N/A	*
72	Aircraft rescue and firefighting vehicles	(•) Yes ( ) No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	Pierce Master Technician Program The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL). Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed. Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check. Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	CERTIFIED: UL/ULC NFPA 1901 UL Certification & UL Canada (ULC) Certification Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
- Financial Strength and Stability - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
- Marketing Plan/Samples - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
- Standard Transaction Document Samples - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
- Upload Additional Document - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

Pierce Manufacturing #113021-OKC

Pricing for contract #113021-OKC for Pierce's unpublished options is provided at a 5.5% discount.

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent on the number of identical units, the configuration of the units, and will be handled on as case by case basis.

Authorized Pierce dealers may offer service contracts for preventative maintenance and other services. Pricing would be quoted on a time and material bases, by the dealer, at the time of request. Pierce offers our dealers the ability to offer/develop custom service/maintenance contracts to Sourcewell members utilizing this contract.

EM-102

March 21, 2023

Chief John Giannelli
Village of Hinsdale Fire Department
19 E Chicago Ave
Hinsdale, IL 60521

Subject: **Proposal for one (1) Pierce Enforcer Pumper**
Proposal / Bid #1090

Dear Chief Giannelli,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$840,000.00***
Sourcewell Consortium Pricing, member ID 18162.
**Pricing is subject to change based on production slot availability.*

100% Performance Bond:

Should the Village of Hinsdale Fire Department elect to have us provide a Performance Bond, $2,063.00 will need to be added to the above price.

100% Prepayment Option:

Should the Village of Hinsdale Fire Department elect to make a 100% prepayment at contract execution, a discount of ($29,389.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$810,611.00 OR $812,674.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Hinsdale, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 25 to 27 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-303-8776 or john.kenna@macqueengroup.com .

We wish to thank the Village of Hinsdale Fire Department for the opportunity to submit our proposal.

Respectfully,

John Kenna

John Kenna
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Administration

AGENDA SECTION:	Second Reading – ZPS
SUBJECT:	Approval of Settlement Agreement
MEETING DATE:	April 18, 2023
FROM:	Michael Marrs, Village Attorney Kathleen A. Gargano, Village Manager

Recommended Motion

Approve a Resolution authorizing a Settlement Agreement between the Village of Hinsdale and Crown Castle Fiber, LLC relative to small wireless facilities, and approving certain waivers and modifications to Village Codes, regulations and design standards regarding small wireless facilities.

Background

On June 17, 2022, Crown Castle submitted two applications to the Village requesting approval of its plans to collocate or install a new pole with certain small wireless telecommunications facilities at the following locations within the Village: (1) the intersection of Woodland Ave. & Taft Road (the "Pending Application"); and (2) 140' east of the intersection of 55th Street and S. Monroe Street (the "County ROW Application").

On July 19, 2022, the Village responded to the Pending Application, asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the County ROW Application that had been submitted to the Village, notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application.

On September 9, 2022, Crown Castle responded to the Village's July 19, 2022, letter, disputing the legality under Illinois' Small Wireless Facilities Deployment Act, 50 ILCS 840/15, *et. Seq.*, ("Small Cell Act") and the Federal Communications Commissions' Declaratory Ruling and Third Report and Order, fully titled, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 47 C.F.R. Part 1, ("FCC Order") of certain of the Village's design and application requirements. In its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials.

On November 10, 2022, the Village responded to Crown Castle's September 13, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects.

The Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing period ("shot clock") as applied to the Pending Application is tolled pursuant to the Small Cell Act and FCC Order.

Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately one-hundred and thirty-seven (137) additional wireless facilities in the Village over the next two years in order to provide enhanced 5G service to customers of the wireless service provider Crown Castle is doing work on behalf of (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collocation or installation of the Pending Application.

In the event the parties are not able to reach an agreement on settlement terms, Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the small wireless facilities contemplated by the Pending Application and Future Applications.

Discussion & Recommendation

In 2018 Verizon advised the Village that it intended to roll out its 5G small cell program. At that time, it was anticipated that there could be as many as one hundred and thirty-seven (137) stand-alone poles in the Village. Since that time, changes in state legislation promoted the use of existing ComEd infrastructure for this purpose. As a result, Crown Castle is now proposing that many of the small wireless facilities can be placed on existing ComEd distribution poles. The parties are also proposing to address many of the additional small wireless facilities through a process by which ComEd would decommission certain streetlight poles, which would then be replaced by slightly taller wooden poles that will be owned and maintained by Crown Castle, and which can accommodate both the Crown Castle equipment and a streetlight. This approach is intended to greatly minimize the number of pole locations in the community. All costs for these installations, including new light poles, will be at Crown Castle Castle's expense. The proposed Settlement Agreement between the Village and Crown Castle addresses the design for each of the following potential types of installations.

These types of installations include, and exhibits are attached for:
a. Replacement of Decommissioned Utility Light Poles (82 proposed sites)
b. Collocation on Existing Electric Distribution Poles (47 proposed sites)
c. New Crown Castle Poles (2 proposed sites)
d. Traffic Signal Poles (2 proposed sites)
e. Concrete Street Light Poles (3 proposed sites)
f. Metal Street Light Poles (2 proposed sites)

The Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications, and agreement on the various design, ordinance and application issues allows the Parties to resolve the bulk of the issues of dispute and to thereby avoid the uncertainties, time and expense of litigation. The Village will still be reviewing permits for each

submitted site, which allows for limited review of location. The Agreement also addresses the question of whether new Crown Castle poles will be metal or wood. This is a matter of discretion and will be determined cooperatively between Crown Castle and the Village based on location.

Concerns have been raised by residents regarding small cell device installation as it relates to the radiofrequency (RF) emission used by these devices. Regulation of RF emissions falls under the exclusive jurisdiction of the federal government. Municipalities are expressly prohibited by federal law from making decisions related to RF emissions. Crown Castle as part of the Settlement Agreement will provide to the Village a study for each type of equipment array demonstrating that its equipment is within regulated standards.

Budget Impact

There is no budget impact.

Village Board and/or Committee Action

At their April 3, 2023, meeting the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Settlement Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND CROWN CASTLE FIBER, LLC RELATIVE TO SMALL WIRELESS FACILITIES, AND APPROVING CERTAIN WAIVERS AND MODIFICATIONS TO VILLAGE CODES, REGULATIONS AND DESIGN STANDARDS REGARDING SMALL WIRELESS FACILITIES

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois municipal corporation situated in Cook and DuPage Counties, Illinois; and

WHEREAS, Crown Castle LLC ("Crown Castle") is a New York limited liability company and wireless communications infrastructure provider seeking to locate certain small wireless facilities within the Village; and

WHEREAS, on June 17, 2022, Crown Castle submitted an application to the Village requesting approval of its plans to collocate two (2) small wireless facilities at locations within the Village; and

WHEREAS, on July 19, 2022, the Village responded to one (1) of the applications (the "Pending Application"), asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the second application (the "County ROW Application"), notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application for that location instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application; and

WHEREAS, on September 9, 2022, Crown Castle responded to the Village's July 19, 2022, letter regarding the Pending Application, disputing the legality under Illinois' Small Wireless Facilities Deployment Act, 50 ILCS 840/15, et. seq., ("Small Cell Act") and the Federal Communications Commissions' Declaratory Ruling and Third Report and Order, fully titled, Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, 47 C.F.R. Part 1, ("FCC Order") of certain of the Village's design and application requirements. In

its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials; and

WHEREAS, on November 10, 2022, the Village responded to Crown Castle's September 9, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects; and

WHEREAS, the Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing periods ("shot clocks") as applied to the Pending Application are tolled pursuant to the Small Cell Act and FCC Order; and

WHEREAS, Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately 137 additional wireless facilities in the Village over the next two years in order to provide enhanced 5G service to customers of Crown Castle's wireless service provider customer (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collation or installation of the Pending Application. The disagreements described herein are, generally, the "Dispute;" and

WHEREAS, Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the facilities contemplated by the Pending Application and Future Applications should the parties be unable to reach an agreement on the Dispute; and

WHEREAS, the Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications; and

WHEREAS, the Parties desire to resolve the Dispute and to thereby avoid the uncertainties, time and expense of litigation. The Parties also desire to seek the decommissioning and replacement of a number of existing wooden streetlights and poles owned by Commonwealth Edison, the local electric utility, and the subsequent replacement of those decommissioned poles

with new wooden street light poles owned and maintained by Crown Castle with attached small wireless facilities. Crown Castle's proposed use of the decommissioned light poles, and its collocation of virtually all of its remaining proposed facilities on electric distribution poles, and other types of utility poles, using agreed designs, substantially reduces the overall number of new poles that will need to be added in the Village, thereby resolving aesthetic issues of great concern to the Village. The terms and conditions on which the Parties propose to resolve the Dispute are set forth in the Settlement Agreement attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, along with Crown Castle, desire to resolve their Dispute in a manner that is fair to the Village, Crown Castle and the residents of the Village and to that end, the President and Board of Trustees find approval of the attached Settlement Agreement to be in the best interests of the Village, its residents, property owners, businesses and the public.

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

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale approve of the Settlement Agreement, a copy of which is attached hereto as **Exhibit "1"**. Further, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the Settlement Agreement, which may contain certain modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The Villages of Clarendon Hills and Western Springs have recently considered similar settlement agreements with Crown Castle. The President and Board of Trustees note that the Village's Settlement Agreement includes a "Favored Status" provision that may entitle the Village, at its discretion, to later incorporate into the Settlement Agreement any favorable rights subsequently granted to the Villages of Clarendon Hills and Western Springs in their substantially similar settlement agreements with Crown Castle. The approval of the attached Settlement Agreement serves as authority for such favorable rights to be incorporated into the

Settlement Agreement via an addendum without further action of the Board other than a report to the Board by the Village Manager notifying it of any such addendum.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2023, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Emily Tompkins, Village Clerk

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Emily Tompkins, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND CROWN CASTLE FIBER, LLC RELATIVE TO SMALL WIRELESS FACILITIES, AND APPROVING CERTAIN WAIVERS AND MODIFICATIONS TO VILLAGE CODES, REGULATIONS AND DESIGN STANDARDS REGARDING SMALL WIRELESS FACILITIES

which Resolution was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ___ day of _____, 2023, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ___ day of _____, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ___ day of _____, 2023.

_____
Village Clerk

[SEAL]

SETTLEMENT AGREEMENT BETWEEN CROWN CASTLE FIBER LLC AND THE VILLAGE OF HINSDALE

1. **Purpose.** The purpose of this Settlement Agreement ("Settlement Agreement") is to memorialize the agreement between the Village of Hinsdale, an Illinois municipal corporation (the "Village") and Crown Castle Fiber LLC, a New York limited liability company ("Crown Castle") to resolve a dispute and avoid litigation related to Crown Castle's applications to install certain small wireless telecommunications facilities ("small wireless facilities") in the Village. The parties to this Settlement Agreement are referred to herein individually as a "Party," and collectively as the "Parties."

2. **Background.**

a. On June 17, 2022, Crown Castle submitted two applications to the Village requesting approval of its plans to collocate or install a new pole with a certain small wireless telecommunications facilities at the following locations within the Village: (1) the intersection of Woodland Ave. & Taft Road (the "Pending Application") and (2) 140' east of the intersection of 55th Street and S. Monroe Street (the "County ROW Application").

b. On July 19, 2022, the Village responded to the Pending Application, asserting that it was incomplete and/or deficient in certain respects. On July 19, 2022, the Village also responded to the County ROW Application that had been submitted to the Village, notifying Crown Castle that because the proposed small wireless facility location was in DuPage County ROW, that Crown Castle should submit an application instead to DuPage County. The Village noted in subsequent correspondence that it expected Crown Castle to also comply with Village Design Standards and other applicable requirements relative to the County ROW Application.

c. On September 9, 2022, Crown Castle responded to the Village's July 19, 2022, letter, disputing the legality under Illinois' Small Wireless Facilities Deployment Act, 50 ILCS 840/15, *et. seq.*, ("Small Cell Act") and the Federal Communications Commissions' Declaratory Ruling and Third Report and Order, fully titled, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 47 C.F.R. Part 1, ("FCC Order") of certain of the Village's design and application requirements. In its September 9, 2022, correspondence, Crown Castle also provided supplemental application materials.

d. On November 10, 2022, the Village responded to Crown Castle's September 13, 2022 correspondence, indicating that Crown Castle had met several additional application requirements but also asserting that the Pending Application continued to be incomplete and/or deficient in various respects.

e. The Parties continue to disagree regarding the legality of certain of the Village's application requirements under federal and state law and further dispute whether the processing period ("shot clock") as applied to the Pending Application is tolled pursuant to the Small Cell Act and FCC Order.

f. Crown Castle maintains that its Pending Application is deemed approved under the Small Cell Act and FCC Order and that it should be entitled to proceed with approximately one-hundred and thirty-seven (137) additional wireless facilities in the Village over the next two (2) years in order to provide enhanced 5G service to customers of Crown Castle's wireless service provider customer (collectively, the "Future Applications"). The Village maintains that Crown Castle's Pending Application continues to be incomplete and deficient in various respects and is not therefore deemed approved and that Crown Castle is not entitled to proceed with collocation or installation of the Pending Application. The disagreements described herein are, generally, the "Dispute."

g. Crown Castle has stated its intention to file a lawsuit against the Village seeking an injunction permitting it to proceed with the collocations and installations of the facilities contemplated by the Pending Application and Future Applications.

h. The Parties have engaged in extensive negotiations concerning the Pending Application and Future Applications.

i. The Parties desire to resolve the Dispute and to thereby avoid the uncertainties, time and expense of litigation. The Parties also desire to seek the decommissioning and replacement of a number of existing wooden street lights and poles owned by Commonwealth Edison, the local electric utility, (the "Electric Utility") and the subsequent replacement of those decommissioned poles with new wooden street light poles owned and maintained by Crown Castle with attached small wireless facilities, thereby significantly reducing the overall number of new poles that will need to be added in the Village.

j. Crown Castle has represented that it has existing rights under State and federal law to collocate proposed small wireless facilities on certain existing electric distribution poles. The use of those distribution poles and other types of utility poles for collocation, along with the use of the decommissioned light poles, is important to the Village and, along with the accepted designs set forth below, addresses the aesthetic issues of most concern to the Village.

k. The Parties find it to be in their mutual best interests to resolve the Dispute through approval of the accepted designs set forth below for both the Pending Application and Future Applications, and in conformance with the agreements, compromises, modifications and waivers contained herein (collectively, the "Agreements, Compromises, Modifications and Waivers").

3. **Accepted Designs.** The small wireless facilities will be installed through a combination of placement of small wireless facilities on decommissioned and replaced street light poles presently owned by the Electric Utility and proposed to be owned by Crown Castle ("Utility Light Poles"), collocation on existing electric distribution poles owned by the Electric Utility ("Electric Distribution Poles"), traffic signal poles, concrete light poles, metal street light poles, and newly installed Crown Castle owned poles. The Village agrees that the design specifications ("Accepted Designs") approved herein shall be acceptable for all approximately one-hundred and thirty-eight (138) wireless facilities Crown Castle intends to install in the Village (including in county rights of way in the Village), provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein. Subject to the foregoing, the Village will approve permits for such installations, as provided in this Settlement Agreement. The Accepted Designs will have the following specifications:

a. **Replacement of Decommissioned Utility Light Poles.** A decommissioned Utility Light Pole, as that term is used herein, is an existing streetlight only wooden pole currently owned and maintained by the Electric Utility that will subsequently be "decommissioned" by the Electric Utility at the request of the Village, and be replaced by a wooden pole to be owned and maintained by Crown Castle. Such decommissioned Utility Light Poles will have the same or equivalent street light mast arm as exists currently, along with a Crown Castle small wireless facility. The Village agrees that Crown Castle's proposed design to replace decommissioned Utility Light Poles is acceptable under its design standards and other code and ordinance requirements as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for replacement of Utility Light Poles. The Village agrees to work in good faith to carry out the provisions and intent of this section. The proposed design is attached to this Settlement Agreement as Exhibit A, although the Parties agree the design may vary solely to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

b. **Collocation on Existing Electric Distribution Poles.** An Electric Distribution Pole, as that term is used herein, is an existing pole owned and maintained by the Electric Utility that is used for electric distribution purposes. Such Electric Distribution Poles shall continue to be owned and maintained by the Electric Utility for electric distribution purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. Electric Distribution Poles that also have an existing street light component are still regarded as Electric Distribution Poles under this Agreement. The Village agrees that Crown Castle's proposed designs to collocate on currently existing Electric Distribution Poles are acceptable under its design standards and other code and ordinance requirements,

as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such designs for collocation on Electric Distribution Poles. The proposed designs for Electric Distribution Pole collocations are attached to this Settlement Agreement as Exhibits B and C. The Parties agree the chosen design may vary to accommodate the existing pole conditions and any existing attachments thereto, and any additional requirements imposed by the electric distribution utility, or as otherwise mutually agreed to by the Parties. The Parties agree that in the event the Electric Utility refuses to approve placement of a small wireless facility on an Electric Distribution Pole, the Parties shall confer on possible alternative collocations prior to Crown Castle submitting an application for an additional new pole.

c. **New Crown Castle Poles.** A New Crown Castle Pole, as that term is used herein, is a new wooden or metal pole erected by Crown Castle for the sole purpose of hosting a small wireless facility. Such New Crown Castle Poles shall be owned and maintained by Crown Castle. The Village agrees that Crown Castle's proposed designs to install new Crown Castle poles where no pole currently exists ("New Crown Castle Poles") are acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for installation of New Crown Castle Poles. New Crown Castle Poles shall utilize either the design authorized for decommissioned Utility Light Poles identified in Section 3(a), (minus any streetlight component), or, at the request of the Village, a metal design to be determined and mutually agreed to by the Parties and, upon such agreement, to be attached to this Settlement Agreement as Exhibit D.

d. **Traffic Signal Poles.** A Traffic Signal Pole, as that term is used herein, is an existing metal traffic signal pole owned and maintained by either the Village or another entity such as Cook or DuPage County or IDOT, that is used for traffic signal light purposes. Such Traffic Signal Poles shall continue to be owned and maintained by the applicable entity that currently owns them, and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole that will be owned and maintained by Crown Castle. The Village agrees that Crown Castle's proposed design to collocate on currently existing Traffic Signal Poles is acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to

entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for collocation on Traffic Signal Poles. The proposed design is attached to this Settlement Agreement as Exhibit E, although the Parties agree the design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

e. **Concrete Street Light Poles.** A Concrete Light Pole, as that term is used herein, is an existing concrete pole owned and maintained by the Village that is used for streetlight purposes. Such Concrete Light Poles shall continue to be owned and maintained by the Village for streetlight purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. The Village agrees that Crown Castle's proposed design to replace Village-owned Concrete Light Poles is acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such design for collocation on Concrete Light Poles. The proposed design is attached to this Settlement Agreement as Exhibit F, although the Parties agree the design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

f. **Metal Street Light Poles.** A Metal Street Light Pole, as that term is used herein, is an existing metal pole owned and maintained by the Village that is used for streetlight purposes. Such Metal Street Light Poles shall continue to be owned and maintained by the Village for streetlight purposes and will, in addition, have a Crown Castle small wireless facility mounted at the top of the pole. The Village agrees that Crown Castle's proposed designs to collocate on currently existing Metal Street Light Poles are acceptable under its design standards and other code and ordinance requirements, as waived or modified below, and that it will, provided Crown Castle supplies the same information for each Future Application as it provided in conjunction with the Pending Application, as subsequently supplemented by Crown Castle prior to entering into this Agreement, and in conformance with the Agreements, Compromises, Modifications and Waivers set forth herein, promptly approve any Future Application that conforms to such designs for collocation on Traffic Signal Poles. The proposed designs Traffic Signal Pole collocations are the same as the Crown Castle small wireless facility portion of its proposed design for collocation on Traffic Signal Poles as depicted in Exhibit E. The Parties agree the chosen design may vary to accommodate the existing pole conditions and any existing attachments thereto, or as otherwise mutually agreed to by the Parties.

g. **Locations.** The Village is currently conducting an initial review of the small wireless facility locations suggested by Crown Castle. At this time, the parties anticipate that of the one-hundred and thirty-eight (138) locations, there will be eighty-two (82) decommissioned Utility Light Poles, forty-seven (47) Electric Distribution Poles, two (2) Traffic Signal Poles, three (3) Concrete Light Poles, two (2) Metal Street Light Poles, and two (2) New Crown Castle Poles. The Parties jointly acknowledge and agree that the suggested locations are preliminary and non-binding, and subject to reengineering of the project based on approval of this Agreement, which may result in small adjustments to overall numbers of each type of pole. Upon completion of the initial review, the Village agrees to, following submittal by Crown Castle of a Future Application, approve small wireless facilities at or within two hundred feet of the approximate locations identified on the spreadsheet attached to this Settlement Agreement as Exhibit G, or in other locations mutually agreeable to the Parties. For purposes of clarity, it is noted that New Crown Castle Poles are designated in Exhibit G by the description "No Viable Option," which means there has been no acceptable existing pole identified for collocation at that location, and a New Crown Castle Pole is therefore anticipated. If Crown Castle reasonably determines one of the approximate locations identified on the spreadsheet is impractical or that it needs additional locations not identified on the spreadsheet to complete the project of providing enhanced service for its customers, it shall propose a substitute or new location to the Village for approval, which shall not be unreasonably withheld or delayed by the Village. If the Village reasonably determines one of the approximate locations identified on the spreadsheet is impractical or is not in conformance with Village design standards and code and ordinance requirements, it may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within two hundred (200) feet of the original location to Crown Castle for approval. Crown Castle's approval of such proposals shall not be unreasonably withheld or delayed, subject to any reasonable cost and engineering limitations. In addition, the Parties may mutually agree to modifications to pole locations regardless of the above, so long as the Accepted Designs are utilized.

h. **Fiber & Power.** Where either existing underground or aerial fiber and power connections exist to a collocation site, either the underground fiber and power or the aerial fiber and power may be utilized for the small wireless facility. The Village agrees it will, provided Crown Castle supplies an application for construction in Village right-of-way, as well as the same information for each Future Application as it provided in conjunction with the Pending Application, approve Crown Castle proposed aerial power and fiber installations for proposed locations where existing aerial fiber lines, aerial power lines, or both, currently exist to the proposed location or currently exist within fifty (50) feet of the proposed location. The Village agrees it will, provided Crown Castle supplies an application for construction in Village right-of-way, as well as the same information for each Future Application as it provided in conjunction with the Pending Application, promptly approve Crown Castle proposed underground conduit power and fiber installations for proposed collocations where (i) existing underground fiber lines,

underground power lines, or both, currently exist or (ii) no aerial fiber or aerial power lines exist to the collocation site. Where no existing underground or aerial fiber or power connections exist to a collocation site, underground fiber and power connections, as opposed to new aerial connections, shall be used wherever possible. The approvals in this subsection are conditioned on Crown Castle (y) installing lines solely in the right of way and (z) providing the Village a drawing of such proposed lines and submission to the Village of an application for construction in a Village right-of-way for approval before commencing work, which approval shall not be unreasonably withheld or delayed. Notwithstanding the above, Crown Castle understands and acknowledges that nothing in this Agreement addresses Crown Castle's use of fiber networks owned by the Village or grants Crown Castle rights to use of fiber networks owned or operated by the Village.

i. **Technical Depictions of Approved Designs**. Crown Castle has provided technical specifications relative to the Proposed Designs shown in Exhibits A through F, which are attached hereto as Group Exhibit H. The Parties acknowledge that those technical specifications are confidential, proprietary and their release may cause Crown Castle competitive harm, and that accordingly, while they are an Exhibit to this Agreement, they shall not be publicly available following approval and execution of this Agreement.

4. **Design and Application Requirement Agreements, Compromises, Modifications and Waivers.** In reaching an Agreement on the Accepted Designs (*see* Section 3), the Parties have reached certain agreements and compromises on all remaining objections to the Application raised by the Village in its correspondence to Crown Castle representatives dated July 19, 2022, and November 10, 2022, as delineated below. In the case of the specific poles at issue in the Pending and Future Applications, and in order to avoid the uncertainties, time and expense of litigation, the Parties have agreed to the Agreements, Compromises, Modifications and Waivers from the Village's local code provisions and/or design standards related to the various application and design requirements applicable to the installation or maintenance of small wireless facilities. The Parties agree that the Agreements, Compromises, Modifications and Waivers shall be applicable both to the Pending Application and all approximately one-hundred and thirty-eight (138) wireless facilities Crown Castle intends to install or collocate in the Village through the Future Applications. The Agreements, Compromises, Modifications and Waivers are as follows:

a. **Village Code, §§ 13-8-5-A-11; 13-8-9-A; 13-8-9-H – Radio Frequency Testing and Monitoring.** In light of the fact that the locations proposed for small wireless facilities in the Pending and Future Applications are anticipated to have essentially identical equipment, the Village agrees to a modification to its ordinance requirements regarding establishment of radio frequency emissions compliance and testing requirements. In satisfaction of those requirements, the Village agrees to allow Crown Castle to provide one electromagnetic energy ("EME") study for the radio equipment of each type of node configuration it intends to use in the Village. The EME study will be conducted by an independent third-party professional engineer and will calculate the standoff distance, which is based on the equipment's maximum potential radio frequency emissions. The Parties agree this EME study

satisfies the Village's request for the FCC Office of Engineering and Technology Bulletin 65 Appendix A forms. In the event the Village chooses to conduct independent radio frequency testing of installations in the future, it shall hire an independent third-party professional engineer who Crown Castle agrees in writing has the necessary minimum qualifications to perform such testing. Crown Castle's review and approval of any engineering qualifications submitted to it by the Village shall not be unreasonably withheld or delayed. If such engineer finds one or more installations to be operating in excess of federal radio frequency emission standards, Crown Castle shall (a) immediately remediate the alleged violation, (b) perform its own testing of the installation within two (2) weeks of notification by the Village that the site is in excess of allowed standards, or (c) power down the installation until Crown Castle can undertake its own testing and, in the event Crown Castle's testing corroborates that the site is in violation, take immediate action to remediate the alleged violation. In any case where Crown Castle must take remedial action as required by this Section, Crown Castle shall reimburse the Village for costs incurred by the Village in conducting the independent testing. To the extent Crown Castle changes the configuration at a wireless facility—i.e., by changing the type of radio equipment at the node—it shall conduct a new EME study for such new node configuration. A new EME study is not required for in-kind replacement of equipment.

b. **Village Code, § 13-8-5-A-18 - Proof of Wireless Service Provider Relationship.** Crown Castle agrees to provide documentary proof that the Pending Application and any Future Applications are being sought on behalf of a particular wireless provider. The request may be satisfied by Crown Castle certifying that at the time it submits an application, it has a fully executed agreement with a wireless service provider that will be its end customer for the wireless telecommunications facilities that are the subject of the application in question and by Crown Castle providing the first page and the signature page(s) of its customer contract including the name of the wireless service provider and proof that such entity is a wireless service provider.

c. **Design Standards, Section A.15 - Village Requirement to Provide Name Plate.** Crown Castle agrees to install a 4 inch x 6 inch plate with Crown Castle's own information on each pole, with the understanding that should Crown Castle cease to own and operate wireless facilities on such pole at a future time, the plate shall be replaced with one providing the name, location identifying information, and emergency telephone number of the new owner/operator.

d. **Village Code, §§ 13-8-5-A-13; 9-12-2(G) – Acoustic Study.** The Village agrees to grant a modification to its ordinance requirement that a written report analyzing acoustic levels for each wireless facility be provided. In satisfaction of this requirement, the Village agrees to allow Crown Castle to provide one acoustic study for its Pending Application and all Future Applications submitted to the Village pertaining to the same equipment configuration. To the extent Crown Castle

uses a different configuration for a wireless facility, it shall provide a written report analyzing acoustic levels for each different configuration.

e. **Village Code, Section 7-1G-6 - Contractor.** The Village requires an applicant to provide information on the contractor for the project at the time of application. Crown Castle has asserted that it cannot provide the information at this time because the project has not yet been put out to bid. The Village agrees to modify the ordinance requirement. In satisfaction of this requirement, Crown Castle agrees to provide the name and contact information of each contractor and subcontractor after the project is put out for bid and selections are made and before commencing work. Prior to commencing work, all contractors and subcontractors shall provide registration, proof of insurance, bonds, and other submittals as required by the Village's generally applicable requirements for utility construction in rights-of-way.

f. **Village Code, § 13-8-5-A-7 – Certification of Compliance with Design Standards and laws.** The Village agrees to accept Crown Castle's certification of compliance with written design standards established by the Village, and with the various other requirements set forth in the Village Code, with the qualifier "to the extent they do not conflict with State or federal law." The Parties agree that the "laws" covered by the submitted certification of compliance include, but are not limited to, Village building codes and FCC regulations.

g. **Design Standards, Section A.20; Village Code, Article G (Construction of Utility Facilities on Rights-of-Way); Village Code, § 13-8-10.** Where additional fiber or power cables must be run to serve the small wireless facilities, the Village shall provide conditional approval for the facilities before requiring Crown Castle to submit drawings showing the fiber and power conduit route to the small wireless facilities (including before Crown Castle indicates whether power is being supplied aerially or underground, and whether directional boring necessary to install underground fiber or power conduit will disturb any driveways, walkways, water or sewer mains, gas utilities, underground electric utilities, other underground utilities, trees or landscaping or otherwise create a land disturbance). Crown Castle acknowledges that nothing in this Agreement absolves it of the necessity of complying with Village Code requirements regarding restoration of any disturbances caused by its construction. Such approval may be conditioned on Crown Castle submitting applications for construction in the right of way in order to receive required permits for such work, and on the work sought to be performed by the applications being in conformance with the Village's generally applicable standards for utility construction in rights of way. Such applications shall include drawings showing the fiber and power conduit route to the small wireless facilities, shall indicate whether power is being supplied aerially or underground, and whether directional boring necessary to install underground fiber or power conduit will disturb any driveways. Other than as expressly provided herein, Crown Castle agrees that power shall be supplied aerially to small wireless facilities only along

existing aerial wire runs. The Parties agree to jointly work to identify any possible utility conflicts, and to jointly work in good faith to resolve any identified conflicts.

h. **Village Code, § 13-8-5-A-8 – Copies of Required Licenses, Permits and Approvals.** The Village shall provide conditional approval for the facilities before requiring Crown Castle to submit licenses, permits and approvals, if any, required by other agencies or units of government. Such approval may be conditioned on Crown Castle providing all licenses, permits and approvals, if any, required by other agencies or units of government with jurisdiction over the design, construction, location and operation of the small wireless facilities. Such required licenses, permits and approvals, if any, shall be provided before Crown Castle commences work.

i. **Village Code, § 13-8-5-A-9 – Proof of Consent for Collocation.** Where an applicant seeks to attach a small wireless facility to an existing utility pole or wireless support structure owned by an entity other than the Village, the Village requires an applicant, as part of the application, to provide legally competent evidence of the consent to the collocation from the owner of the applicable utility pole or wireless support structure. Crown Castle is working with the Electric Utility on access to certain transmission poles, and the Village agrees to modify its requirement to allow proof of consent to be provided to the Village prior to the commencement of any installation on an Electric Utility pole as opposed to at the time of application. The Parties are jointly working with the Electric Utility on the decommissioning of certain streetlight-only poles to be replaced with Crown Castle-owned streetlight poles, and such poles will require no proof of consent, as they will be owned by Crown Castle as opposed to a third party.

j. **Village Code, § 13-8-5-A-12 – Proof of Applicable Licenses or Other Approvals Required by the FCC.** The Parties agree that the Pending Application and Future Applications are currently exempt from review under the National Environmental Policy Act ("NEPA"). Crown Castle has submitted, in compliance with the Village Code and in support of such exemption, the fact that the small wireless facilities in question are located in public rights-of-way and are therefore subject to categorical exclusions (CE) from environmental processing under 47 CFR § 1.1306, except as specified in Subsection 4(r) of this Agreement. If the Pending Application and Future Applications are subject to categorical exclusions (CE) from environmental processing under 47 CFR § 1.1306, the Village agrees that its request for proof of NEPA compliance is satisfied by Crown Castle's reference to the CE, as provided in the FCC tab of the spreadsheet found at https://ceq.doe.gov/nepa-practice/categorical-exclusions.html, the FCC Report and Order FCC 18-30, WT Docket No. 17-79, or the FCC Second Order and Report, WT Docket No. 17-79. The Village further agrees that Crown Castle's compliance with the requirements of Section 4(b) above shall satisfy the Village's requirement of providing proof of applicable licenses or other approvals required by the FCC. For the sake of clarity, in the event of a change in federal law that results in a Future Application not being exempt from review under NEPA at the time it is submitted

to the Village for approval, Crown Castle will comply with any new requirement under NEPA to the extent it applies to such Future Application.

k. **Village Code, § 13-8-5-A-16 – Easements for Compatible Use.** The Parties acknowledge that all small wireless facilities currently contemplated are, at this time, proposed for public right-of-way adjacent to streets. In the event that a facility is subsequently proposed in what is described in the Act as an "easement for compatible use," Crown Castle agrees to provide proof of the existence of such easement to the Village.

l. **Village Code, §§ 13-8-5-A-19; 13-8-5-B – Mailing Requirement.** The Village requires an applicant to mail a "notice" containing information as specified in Village Code § 13-8-5-B to nearby residents within three (3) business days of submission of an application. In satisfaction of this requirement, Crown Castle agrees to, at its option, mail or provide door hangers, within one (1) week of its application, of a notice of its application for each wireless facility to each residence located adjacent to the proposed installation or collocation of the facility, including any residence directly across the street from a proposed installation or collocation. The notice shall be substantially in the form of Exhibit I to this Settlement Agreement.

m. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Equipment Color to Match Pole.** The majority of small wireless facilities will be collocated on either existing Electric Utility transmission poles, or replacement wooden street light poles. While replacement wooden street light poles may initially be brown in color, it is anticipated that they will quickly fade to a weathered gray. The Village agrees that all equipment may be in gray or, in the case of banding used to attach equipment to the poles, stainless steel colors, in order to match the anticipated weathered gray color of either the existing or replacement wooden poles. Equipment on other poles may also be in gray or, in the case of banding used to attach equipment to the poles, stainless steel colors, except where otherwise agreed to by the Parties.

n. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Minimizing Visual or Aesthetic Impacts.** While the small wireless facility equipment, including antennas, located part way up each pole as shown on Exhibits A through F are shown at varying heights, Crown Castle will, in compliance with Village design standards, locate such equipment, no less than twelve (12) feet above ground level, as measured to the lowest-most point of the installation. The antennas for each small wireless facility will be located above the remaining equipment. Crown Castle shall use commercially reasonable efforts to locate the equipment as high as technically and practically feasible on each pole in order to keep the equipment out of the sight lines of persons walking or driving at street level, subject to maintaining the efficiency of the overall project. The Parties agree that this requirement has otherwise been satisfied through the Accepted Designs.

o. **Village Request to Identify Pole Support.** The Village acknowledges that wooden poles do not utilize a concrete foundation, and that no reinforced concrete foundation will be required for new wooden poles, if allowed, or replacement wooden poles.

p. **Village Code, §§ 13-8-10; 7-1G-15-F; 7-1G-15-H - Concealment Measures.** The Parties agree that this requirement has been satisfied through the attached Accepted Designs.

q. **Design Standards, § A.17 – Proximity to Residence.** The Village waives the requirement that small wireless facilities shall not be mounted within two hundred (200) feet of any residence. Crown Castle shall use commercially reasonable efforts to locate small wireless facilities at intersections and/or as far from adjacent residences as is technically and practically feasible, subject to maintaining the efficiency of the overall project.

r. **Design Standards, § E - Historic Districts; Village Code, Section 13-8-10.** Crown Castle acknowledges that that the Village has two (2) National Register Historic Districts, as well as a number of Historic Properties as defined under the National Historic Preservation Act (NHPA), and that small wireless facilities proposed for such Districts or adjacent to such Historic Properties are subject to NHPA reviews under federal law. Crown Castle shall comply with such NHPA review, as required by federal law and will comply with Section 3-8-10 of the Village Code.

5. **General Terms.**

a. **Maintenance Standards/Master License Agreement.** Crown Castle agrees to operate and maintain the Utility Light Poles it owns in the Village to the same standards or better than such Utility Light Poles are currently maintained by the Electric Utility. Crown Castle agrees, if requested by the Village, to enter into a mutually agreed master license agreement relative to small wireless facilities that will be collocated on Village-owned poles or on decommissioned Utility Light Poles.

b. **Decommissioning of Existing Electric Utility Light Poles.** The Parties acknowledge and agree that this Settlement Agreement is premised on the decommissioning of existing Utility Light Poles and resulting decrease in the number of proposed new poles within the Village. The Parties agree to work in good faith with the Electric Utility to effectively decommission existing Utility Light Poles as necessary to effectuate the purpose and intent of this Settlement Agreement. The Parties acknowledge, however, that there may be instances where the Electric Utility, for reasons not within the control of the Parties, declines to, or is unable to, decommission certain of the Utility Light Poles proposed by the Parties to be decommissioned. In such event, the Parties agree to work together to reach a mutually agreeable solution on how to proceed with installations at the proposed

location that meet the technological needs of Crown Castle, and the aesthetic needs of the Village. If, however, the Electric Utility does not agree to the decommissioning of at least eighty-five percent (85%)/sixty-nine (69) of the eighty-two (82) Utility Light Poles proposed to be decommissioned within nine (9) months of this Agreement, or the decommissioning of at least eighty-five percent (85%)/sixty-nine (69) of the eighty-two (82) requested Utility Light Poles is not found to be feasible, this Agreement shall terminate at the sole discretion of the Village. The date for meeting the eighty-five percent (85%) decommissioning threshold may be extended at the mutual agreement of the Parties.

c. **No Admissions.** This Settlement Agreement is a compromise of disputed claims and to avoid the time and expense of litigation. By entering into this Agreement, no Party intends to make, nor shall be deemed to have made, any admission of any kind. Nothing contained in this Agreement shall be construed as an admission by any Party as to the merit or lack of merit of any particular claims or defenses.

d. **Limitation.** This Settlement Agreement is limited to the issues expressly addressed, which have been discussed and agreed upon. Nothing in this Settlement Agreement is intended to prevent Crown Castle from proposing the collocation of additional small wireless facilities for another telecommunication provider on the same utility poles utilized by the Pending and Future Applications. While proposed facilities on the same utility poles are not addressed by this Agreement, the Village is supportive of such future collocations.

e. **Execution.** This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same agreement. The counterparts of this Settlement Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party, and the receiving Party may rely on the receipt of such documents so executed and delivered by facsimile or other electronic means as if the original had been received.

f. **Cooperation.** The Parties agree to cooperate in good faith to carry out the provisions and intent of this Settlement Agreement. The Village also agrees to indicate its approval to the county for any small cell facility applications in county rights of way that it would approve under this Agreement if the application were in a Village right of way.

g. **Representations and Warranties.** The Parties represent and warrant that they have the legal authority to enter into the Settlement Agreement and do not have any other claims regarding the subject matter of the Settlement Agreement that are not subject to the Settlement Agreement.

h. **Legally Binding Agreement.** The Parties agree that the Settlement Agreement is legally binding and enforceable.

i. **Amendments.** The Settlement Agreement may not be amended unless in writing and signed by each of the Parties.

j. **Governing Law.** This Settlement Agreement shall be construed by and in accordance with the laws of the state of Illinois, without regard to the principal of conflicts of law (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Illinois. Each Party hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts with jurisdiction over the Village for any suit, action, or other proceeding brought by any Party arising out of or relating to this Settlement Agreement or its enforcement, breach, or interpretation and the Parties agree they will not bring any such suit, action, or other proceeding in any jurisdiction other than such courts.

k. **Severability.** If any provision of the Settlement Agreement is determined by a court to be invalid, the remainder of the Settlement Agreement shall be deemed to be valid and enforceable.

l. **Attorneys' Fees.** Each Party will bear its own attorneys' fees and costs incurred, arising from, or relating to the drafting and execution of this Settlement Agreement and in resolution of the Dispute by this Settlement Agreement. In the event of suit, action, or other proceeding arising from or relating arising to this Settlement Agreement, including with regard to its breach, interpretation, or enforcement, the prevailing Party in such suit, action, or other proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, or other proceeding from the non-prevailing Party.

m. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective future affiliates, successors, and assigns.

n. **Advice of Counsel.** Each Party represents that it has had sufficient opportunity to review this Settlement Agreement with legal counsel of its own choice and that it has been represented by legal counsel throughout all negotiations preceding the execution of this Settlement Agreement. Each Party further represents that it has executed this Agreement voluntarily with the consent and upon the advice of such counsel before signing, and signs freely and with full understanding of its terms.

o. **Construction.** This Settlement Agreement was negotiated at arm's length. No Party shall be entitled to have any language contained in this Settlement Agreement construed against another Party because of the identity of the drafter. For the purposes of construing this Settlement Agreement, all Parties shall be considered the drafter of this Settlement Agreement. Any section, subsection, or

numerical headings in this Agreement are strictly for convenience only and shall not affect the interpretation of this Agreement.

p. **Entire Agreement.** Except as expressly stated herein, this Settlement Agreement embodies the sole and entire agreement of the Parties and supersedes any and all prior contemporaneous communications, agreements, and understandings, written, or oral. No verbal statements, agreements, promises, understandings, undertakings, or arrangements made prior to or contemporaneously with the execution hereof shall be binding on any of the Parties, unless expressly set forth herein. Nor shall any verbal statements, agreements, promises, undertakings, arrangements, understandings, act, or omission of any Party or its trustees, officers, directors, shareholders, members, principals, agents, employees, affiliates, attorneys, successors or assigns, occurring subsequent to the date hereof, be deemed an amendment or modification hereof, unless reduced to writing and signed by all of the Parties hereto or their successors or assigns, as the case may be.

q. **Favored Status.** The Parties acknowledge that both the Village of Western Springs and the Village of Clarendon Hills are currently considering substantially similar settlement agreements. Provided this Agreement is approved by the Village's Board of Trustees no later than April 20, 2023, and in the event Crown Castle agrees to design and application requirement Agreements, Compromises, Modifications and Waivers with either the Village of Western Springs or the Village of Clarendon Hills that (a) were not in the draft settlement agreement between the Villages of Western Springs and Clarendon Hills and Crown Castle provided to the Village's outside counsel, Klein, Thorpe and Jenkins, Ltd., ("Village Outside Counsel") on or before March 17, 2023, and (b) grants the Villages of Western Springs or Clarendon Hills more favorable rights than those contained in the design and application requirement Agreements, Compromises, Modifications and Waivers set forth in Section 4 of this Agreement (such more favorable rights are "Favorable Provisions"), the Village shall have the right, but not the obligation, to have this Agreement amended to provide the Village with the benefit of such Favorable Provisions. The Village may only invoke this section if, within five (5) days of the approval by either of the other Villages of an Agreement containing such Favorable Provisions, it provides written notice to Crown Castle. The written notice must specify the particular design and application requirement agreements, compromises, modifications, and waivers entered into between Crown Castle and the Villages of Western Springs or Clarendon Hills it considers to be Favorable Provisions and wishes to have included in this Agreement as an amendment. If Crown Castle contests one or more of the specified Agreements, Compromises, Modifications and Waivers are Favorable Provisions under this Section 5(q), it must provide the Village with a written objection to the notice within five (5) days of receiving it and the Parties shall confer in good faith to resolve the objection before seeking court intervention. To the extent Crown Castle has not objected to one or more specified Agreements, Compromises, Modifications and Waivers as provided in this Section 5(q), this Agreement shall be deemed automatically amended to include them without further action of the

parties. For avoidance of doubt, the Village's rights granted in this Section 5(q) are solely limited to design and application requirement Agreements, Compromises, Modifications and Waivers to which Crown Castle agrees with either the Villages of Western Springs and Clarendon Hills between (i) the date this Agreement is approved by the Village's Board of Trustees and (ii) the earlier of (A) the date the last of the three (3) municipalities approves a substantially similar settlement agreement; or, (B) in the event Crown Castle files a legal action against one (1) of the other two (2) municipalities, the date the municipality against whom no legal action was filed approves a substantially similar agreement; or (C) in the event Crown Castle files a legal action against both the Village of Western Springs and the Village of Clarendon Hills, the date upon which Crown Castle files its legal action against the second of those municipalities. Approval of this Agreement by the Village's Board of Trustees on or before April 20, 2023, is a condition precedent of the rights granted the Village in this Section 5(q). Time is of the essence for this Section 5(q).

r. **Notice.** Any notices with respect to this Settlement Agreement shall be sent to the Parties and their counsel by e-mail or nationally recognized overnight courier to the following addresses:

Crown Castle:

Ian H. Fisher
Taft Stettinius & Hollister LLP
111 E. Wacker Dr. Ste. 2600
Chicago, IL 60601
Email: ifisher@taftlaw.com

Village of Hinsdale:

Michael A. Marrs
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606
Email: mamarrs@ktjlaw.com

[*SIGNATURE PAGE FOLLOWS*]

Signed and Executed:

CROWN CASTLE FIBER LLC	VILLAGE OF HINSDALE
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit A
Decommissioned Pole



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: | PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS | DATE DRAWN:

NO.	DATE	DESCRIPTION	BY

REVISIONS

SHEET NUMBER

Exhibit B
Top Extension



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: | PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS | DATE DRAWN:

NO.	DATE	DESCRIPTION	BY
1			

REVISIONS

SHEET NUMBER

Exhibit C
Side Mount



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: | PSLOC:

PROJECT NUMBER:

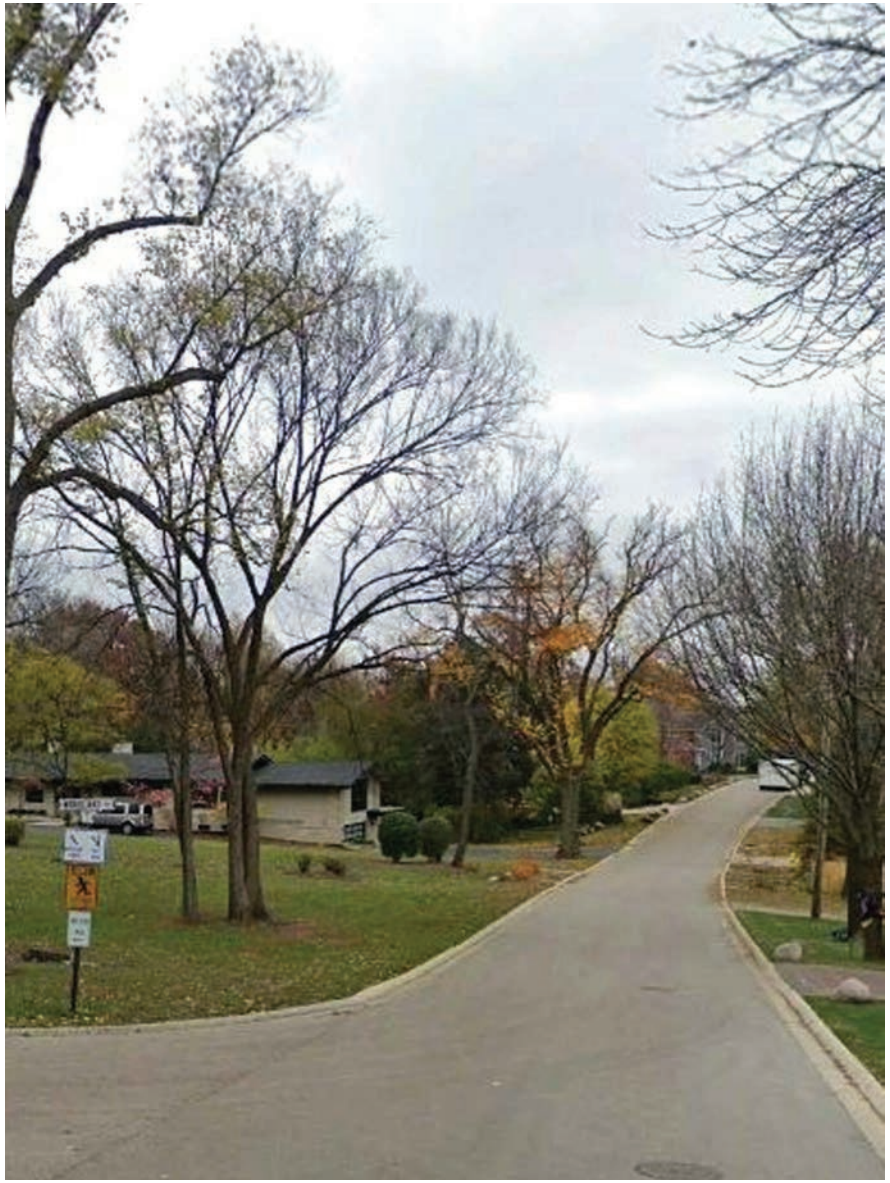
DRAWN BY: JCS | DATE DRAWN:

NO.	DATE	DESCRIPTION	BY
			JC

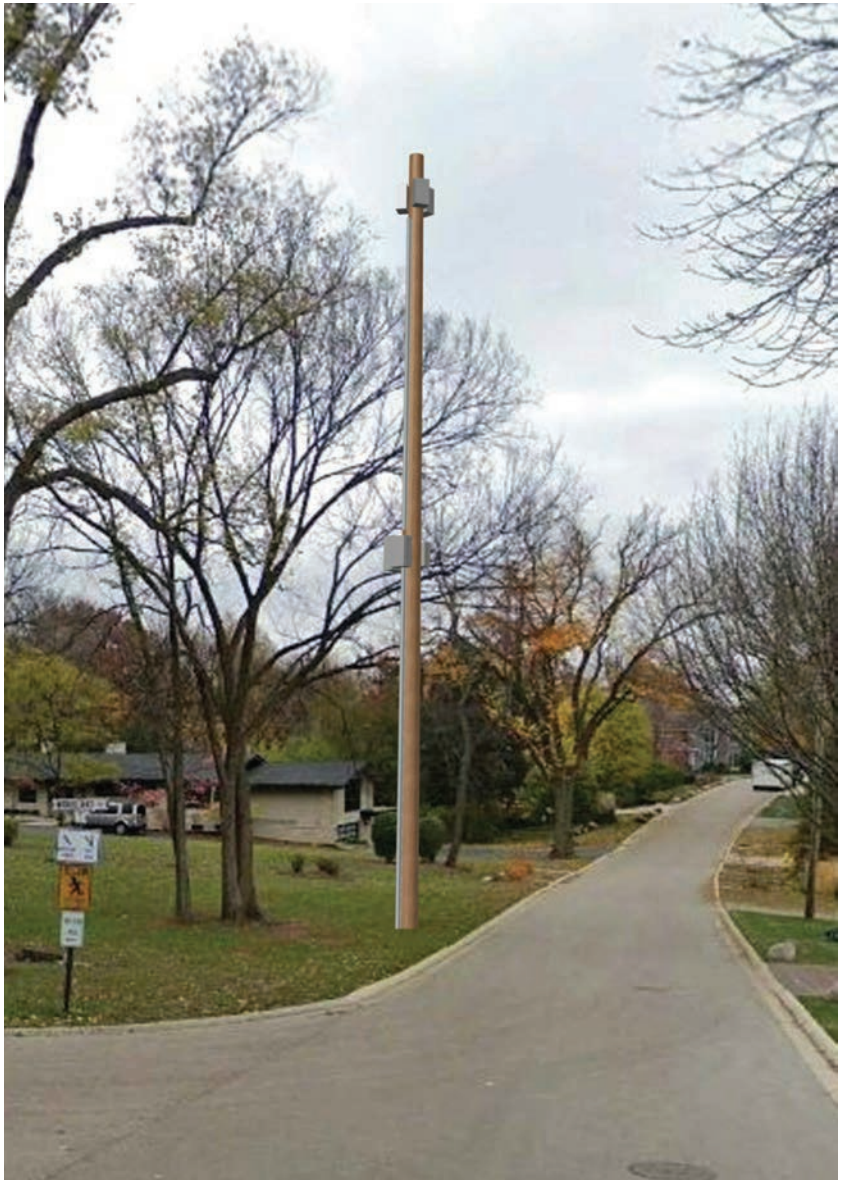
REVISIONS

SHEET NUMBER

Exhibit D



1 EXISTING CONDITION
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: | PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS | DATE DRAWN: 05/03/2022

NO.	DATE	DESCRIPTION	BY

REVISIONS

SHEET NUMBER

Exhibit E
Metal Pole



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU:

PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS

DATE DRAWN: 02/22/2023

NO.	DATE	DESCRIPTION	BY

REVISIONS

SHEET NUMBER

Exhibit F



1 EXISTING POLE
SCALE: NONE



2 PROPOSED POLE
SCALE: NONE

ENGINEER:
CCSI NETWORKS
A NETWORKCONNEX COMPANY
5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

OWNER:
CROWN CASTLE

CONTRACTOR:
TBD

TITLE:
PROPOSED
SMALL CELL NODE

CROWN CASTLE ID:

HUB:

SCU: | PSLOC:

PROJECT NUMBER:

DRAWN BY: JCS | DATE DRAWN: 02/24/2023

NO.	DATE	DESCRIPTION	BY

REVISIONS

SHEET NUMBER

Opportunity	Project	SCU	Site Name	Municilipality	Hub	Pole Type 1/27	SCAF LAT 1/27	SCAF LONG 1/27
60660939	Hinsdale 212	507772	CTRL_HINSDALEA_105	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507851	CTRL_HINSDALEA_112	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507852	CTRL_HINSDALEA_113	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507857	CTRL_HINSDALEA_119	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507862	CTRL_HINSDALEA_124	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507881	CTRL_HINSDALEA_140	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507771	CTRL_HINSDALEA_104	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507815	CTRL_HINSDALEA_154	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507816	CTRL_HINSDALEA_155	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939	Hinsdale 212	507863	CTRL_HINSDALEA_125	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507865	CTRL_HINSDALEA_127	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507770	CTRL_HINSDALEA_103	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507854	CTRL_HINSDALEA_115	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939	Hinsdale 212	507797	CTRL_HINSDALEA_135	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939	Hinsdale 212	507800	CTRL_HINSDALEA_138	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939	Hinsdale 212	507760	CTRL_HINSDALEA_93	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939	Hinsdale 212	507764	CTRL_HINSDALEA_97	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX

60660939 Hinsdale 212	507768 CTRL_HINSDALEA_101	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507849 CTRL_HINSDALEA_109	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507882 CTRL_HINSDALEA_116	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507866 CTRL_HINSDALEA_128	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507869 CTRL_HINSDALEA_131	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507796 CTRL_HINSDALEA_134	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507799 CTRL_HINSDALEA_137	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507802 CTRL_HINSDALEA_141	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507805 CTRL_HINSDALEA_144	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507807 CTRL_HINSDALEA_146	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507808 CTRL_HINSDALEA_147	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507809 CTRL_HINSDALEA_148	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507810 CTRL_HINSDALEA_149	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507830 CTRL_HINSDALEA_170	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507837 CTRL_HINSDALEA_177	Hinsdale	CH VZB DOWNERS GROVE	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507742 CTRL_HINSDALEA_73	Hinsdale	CH 55TH&LAGRANGE_HD	Comed Decom Residential	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507834 CTRL_HINSDALEA_174	Hinsdale	CH VZB DOWNERS GROVE	Concrete Streetlight	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507765 CTRL_HINSDALEA_98	Hinsdale	CH 55TH&LAGRANGE_HD	Concrete Streetlight	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507769 CTRL_HINSDALEA_102	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507846 CTRL_HINSDALEA_106	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507847 CTRL_HINSDALEA_107	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507848 CTRL_HINSDALEA_108	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX

60660939 Hinsdale 212	507850 CTRL_HINSDALEA_110	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507855 CTRL_HINSDALEA_117	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507868 CTRL_HINSDALEA_130	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507871 CTRL_HINSDALEA_133	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507798 CTRL_HINSDALEA_136	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507867 CTRL_HINSDALEA_129	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507801 CTRL_HINSDALEA_139	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507803 CTRL_HINSDALEA_142	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507804 CTRL_HINSDALEA_143	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507812 CTRL_HINSDALEA_151	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507814 CTRL_HINSDALEA_153	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507823 CTRL_HINSDALEA_163	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507826 CTRL_HINSDALEA_166	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507831 CTRL_HINSDALEA_171	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507832 CTRL_HINSDALEA_172	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507833 CTRL_HINSDALEA_173	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507835 CTRL_HINSDALEA_175	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507875 CTRL_HINSDALEA_45	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507719 CTRL_HINSDALEA_48	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507720 CTRL_HINSDALEA_49	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507722 CTRL_HINSDALEA_51	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
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60660939 Hinsdale 212	507733 CTRL_HINSDALEA_64	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507738 CTRL_HINSDALEA_69	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507743 CTRL_HINSDALEA_74	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507744 CTRL_HINSDALEA_75	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507745 CTRL_HINSDALEA_76	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507747 CTRL_HINSDALEA_79	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507750 CTRL_HINSDALEA_82	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507751 CTRL_HINSDALEA_83	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507752 CTRL_HINSDALEA_84	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507755 CTRL_HINSDALEA_87	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507758 CTRL_HINSDALEA_90	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507877 CTRL_HINSDALEA_91	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507763 CTRL_HINSDALEA_96	Hinsdale	CH 55TH&LAGRANGE_HD	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507818 CTRL_HINSDALEA_157	Hinsdale	CH VZB DOWNERS GROVE	Distribution pole	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507840 CTRL_HINSDALEA_180	Hinsdale	CH VZB DOWNERS GROVE	No viable options	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507723 CTRL_HINSDALEA_52	Hinsdale	CH 55TH&LAGRANGE_HD	No viable options	41.XXXXXX	-87.XXXXXX

60660939 Hinsdale 212	507819 CTRL_HINSDALEA_158	Hinsdale	CH VZB DOWNERS GROVE	Short Traffic Light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507873 CTRL_HINSDALEA_78	Hinsdale	CH 55TH&LAGRANGE_HD	Short Traffic Light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507767 CTRL_HINSDALEA_100	Hinsdale	CH 55TH&LAGRANGE_HD	Stainless Metal street light	41.XXXXXX	-87.XXXXXX
60660939 Hinsdale 212	507717 CTRL_HINSDALEA_46	Hinsdale	CH VZB DOWNERS GROVE	Stainless Metal street light	41.XXXXXX	-87.XXXXXX

Exhibit I

We're making vital infrastructure updates in your neighborhood.

To help improve connectivity in your area, we are making important communications infrastructure improvements. Wireless infrastructure ensures your community will be ready for the future and that you can stay connected to what matters most.

To learn more about Crown Castle, visit
crowncastle.com/communities/western-suburbs-chicago-il
or scan the QR code below.

0323-099

AGENDA ITEM # 9c

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:	Second Reading – EPS
SUBJECT:	Hinsdale Complete Streets Policy
MEETING DATE:	April 18, 2023
FROM:	Matthew Lew, PE, Village Engineer

Recommended Motion

Adopt a Village Complete Streets Policy (Policy) to strengthen upcoming federal funding grant applications for Village transportation projects.

Background

The Village applies for federal funding grant applications through the Surface Transportation Block Grant (STBG) Program. This program is administered though the DuPage Mayors and Managers Conference (DMMC). Some recent Village projects, such as the Chicago Avenue and Garfield Street Reconstructions, were partially funded through this program. Receiving federal grants allow Village funds to be allocated elsewhere within the annual budget.

Discussion & Recommendation

Within the past few years, DMMC modified the selection criteria to include additional points for an adopted Complete Streets Policy. This modification has allowed more municipalities to have greater funding opportunities without increasing project costs. In the 2022 selection, most municipalities with awarded projects had an adopted Policy. In 2023, the next STBG call for projects will be issued, and an adopted Policy will enable more competitive Village grant applications. Staff has identified three potential projects with greater funding likelihood with an adopted Policy. Related potential federal funding is around $3.8 million for York Road, County Line Road, and Madison Street.

The Village will consider Complete Streets concepts to help promote a more livable community for people of all ages and abilities. The Policy closely aligns to portions of existing policies from similar local communities (Wheaton and Glen Ellyn), and the Village attorney has reviewed the Policy. Since existing Village procedures and policies will substantially remain unchanged, the Village will continue to support sidewalk maintenance and will continue to consider potential improvements within appropriate projects. The Policy states: “This Policy is not intended to mandate that Complete Streets concepts be incorporated into projects. Such improvements should be considered when the Village determines incorporation is permissible, practical, feasible, financially viable, and consistent with other Village policies, past practices, and plans. This Policy encourages active lifestyles to promote health benefits, increase economic activity, ease traffic congestion, reduce wear on roadways, improve air quality, and make streets and adjacent spaces more attractive for residents, businesses, and visitors.” The Policy also includes exceptions and considers context sensitive solutions. Village staff recommends adopting a Complete Streets Policy.

Budget Impact
Project costs are not anticipated to substantially change with this Policy adoption, and federal funding grant applications would reduce Village funding on awarded projects.

Village Board and/or Committee Action
At the Board of Trustees meeting on March 7, 2023, the Board approved the item to be moved to the Consent Agenda.

Documents Attached
1. Complete Streets Policy
2. Adoption Resolution

Exhibit A

Complete Streets Policy
April 2023

The Village of Hinsdale will continue to provide a safe, accessible, well-connected, and visually attractive surface transportation network. That network will accommodate the needs of all users and promote a more livable community for people of all ages and abilities.

Purpose

This Complete Streets Policy is intended to ensure that activities and improvements for surface transportation projects consider all users of the Village transportation network. This Policy is not intended to mandate that Complete Streets concepts be incorporated into projects. Such improvements should be considered when the Village determines incorporation is permissible, practical, feasible, financially viable, and consistent with other Village policies, past practices, and plans. This Policy encourages active lifestyles to promote health benefits, increase economic activity, ease traffic congestion, reduce wear on roadways, improve air quality, and make streets and adjacent spaces more attractive for residents, businesses, and visitors.

Projects

Consistent with the Village's Municipal Infrastructure Plan, the Village seeks to continue providing a comprehensive, integrated, and connected transportation network where all users have equal opportunity to travel safely and comfortably. In recognition of various contexts and public input, a flexible, innovative, and balanced approach will be utilized. Complete Streets principles will be applied to potential Village projects incrementally, and maximum financial flexibility is important to implement Complete Streets principles. Sources of available funding, public and private, should be considered to potentially implement Complete Streets.

Exceptions

The intent of this Policy is not to mandate the incorporation of Complete Streets components such as sidewalks, shared-use paths, grade-separated railroad crossings, streetscaping, and other Complete Streets improvements within projects. Instead, the Village will consider the potential incorporation of these types of improvements within projects based on other Village policies, past practices, and plans. As part of this consideration, the following are some, but not all, of the exceptions to incorporating Complete Streets within a given project:

- The relevant project is limited to maintenance or resurfacing activities intended to keep the roadway in good condition.

- The applicable costs are excessively disproportionate to the potential need or use.
- Construction is not practically feasible, cost effective, or desired because of adverse impacts on the environment or adjacent properties including impact from parkway disturbance or property acquisition.
- Project scope or existing documentation precludes the practical, feasible, or cost-effective incorporation of Complete Streets concepts.
- Reasonable and equivalent accommodation exists along the same or adjacent location, effectively serving similar destinations and providing similar access and mobility.
- Complete Streets would violate another Village, County, State, or Federal Policy.

Context

The Village will consider Complete Streets solutions that acknowledge the local context and character of Hinsdale, align transportation and land use goals, and recognize that the needs of users may vary throughout the community.

Multi-Jurisdictional Involvement

This Policy will involve multiple jurisdictions by reviewing Complete Streets concepts within policies of other organizations such as State of Illinois, DuPage County, Cook County, and BNSF Railway Company within their areas of jurisdiction. Some examples include, but are not limited to, constructing improvements such as sidewalks or multi-use paths within the jurisdiction of these organizations.

Design Guidelines

The Village will utilize accepted design standards and best practices, including but not limited to, the Illinois Department of Transportation, American Association of State Highway and Transportation Officials, Federal Highway Administration, Institute of Transportation Engineers, National Association of City Transportation Officials, Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and Active Transportation Alliance.

Implementation

To implement this Complete Streets Policy, the Village will:

- Review the Municipal Infrastructure Plan roadway projects, public improvements, and other opportunities for potential Complete Streets solutions. Review and implementation of this Policy will be the responsibility of the Public Services Department.

- Encourage staff professional development and training in areas that related to Complete Streets such as Accessibility Guidelines, Active Transportation, Traffic Engineering, and other applicable subjects.

The Village of Hinsdale will consider Complete Streets concepts to help promote a more livable community for people of all ages and abilities.

RESOLUTION NO. ____

A RESOLUTION FOR THE ADOPTION OF A COMPLETE STREETS POLICY

WHEREAS, the National Complete Street Coalition defines Complete Streets as a transportation approach that ensures future street projects will consider the needs of all travelers, regardless of age, ability, or mode of transportation; and

WHEREAS, Complete Streets are designed to improve mobility, access, and connectivity for all people; and

WHEREAS, a Complete Streets Policy provides additional guidelines and consideration of standards for transportation improvements to promote health benefits, increase economic activity, ease traffic congestion, reduce wear on roadways, improve air quality, and expand mobility; and

WHEREAS, the Village of Hinsdale will continue to plan for, design, fund, construct, operate, and maintain a safe and efficient transportation system for all users; and

WHEREAS, the Village of Hinsdale applies for and receives federal Surface Transportation Block Grant Program (STBG) funding for improvement projects where such project funding is in part evaluated and scored based upon an approved Complete Streets Policy; and

WHEREAS, adopting a Complete Streets Policy is in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Hinsdale, Illinois, as follows:

SECTION 1: The foregoing Recitals are a material part of this Resolution and are incorporated in this Section 1 as though fully set forth.

SECTION 2: The Complete Streets Policy attached to this Resolution as Exhibit A is hereby adopted by the Village of Hinsdale.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

APPROVED by me this 18th day of April, 2023, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Emily Tompkins, Village Clerk

DATE: April 11, 2023

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for March 2023

In summary, the Fire Department activities for **March 2023** included responding to a total of **241** emergency incidents. There were **33** fire-related incidents, **148** emergency medical-related incidents, **20** emergency/service-related incidents and **40** mutual aid responses.

This month, the average response time from receiving a call to Department crews responding averaged **62** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **15** seconds.

In the month of **March**, there was **$**700 in loss due to fires in Hinsdale. Members were called to assist Burr Ridge, Clarendon Hills, Lyons, Oak Brook, Western Springs, Westmont and Willowbrook.

In the month of **March**, Chief Giannelli and Deputy Chief Carlson covered short shifts due to shift staffing shortages. The total hours covered were **51**, thereby saving the Village an estimated **$3,060** in overtime.

Emergency Response

In March, the Hinsdale Fire Department responded to a total of 241 requests for assistance. There were 43 simultaneous responses and one train delay this month. Department responses are divided into four basic response categories (Fire, Ambulance, Emergency and Mutual Aid Related):

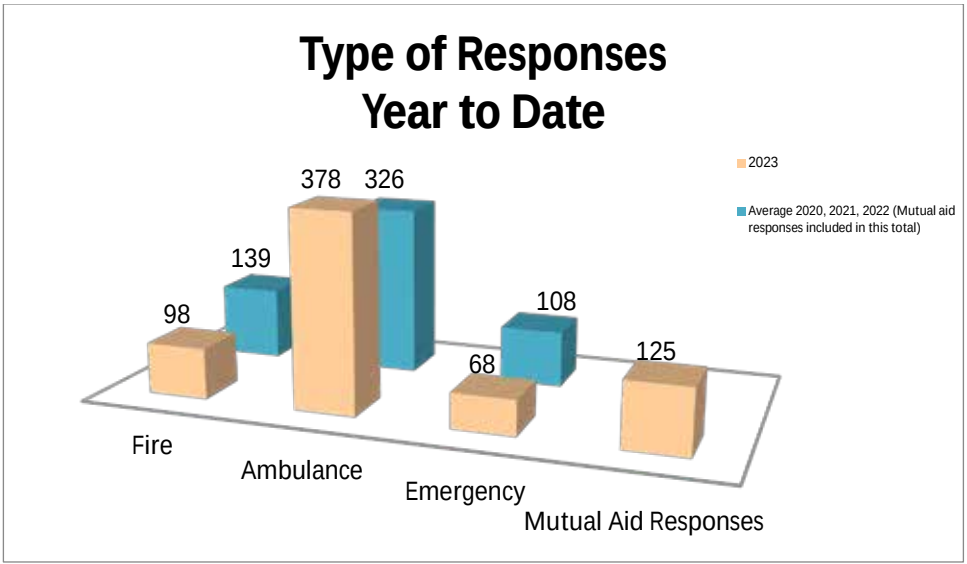
Type of Response	***March 2023***	***March 2023 % of Total***	***Three Year Average March 2020-2021-2022***
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	***33***	***14%***	***45***
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	***148***	***61%***	***109***
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	***20***	***8%***	***31***
Mutual Aid Responses: (Includes mutual aid fire, ambulance and emergency responses to areas outside of Hinsdale)	***40***	***17%***	*Included in fire, ambulance and emergency totals prior to 2023
Simultaneous: *(Responses while another call is on-going. Number is included in total)*	***43***	***18%***	***26***
Train Delay: *(Number is included in total)*	***1***	***<1%***	***2***
Total:	***241***	***100%***	***185***

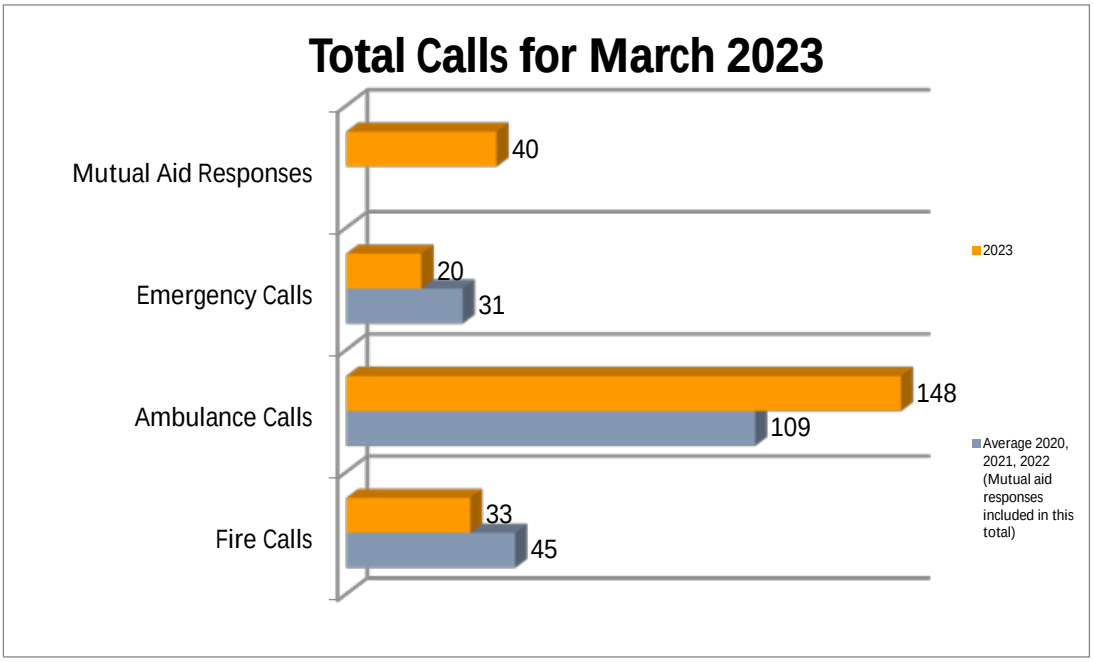
Year to Date Totals

Fire: 98	Ambulance: 378	Emergency: 68	Mutual Aid: 125

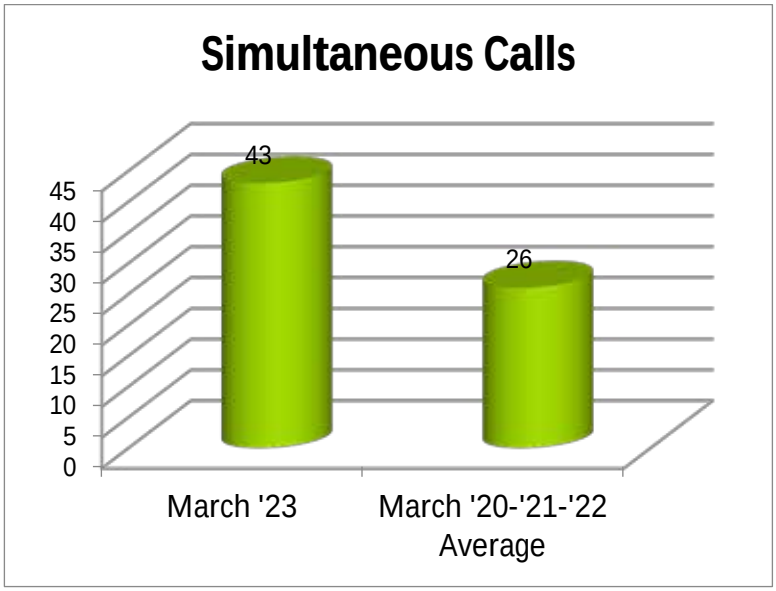
2023 Total Calls: 669	2020-21-22 Average Total Calls: 573

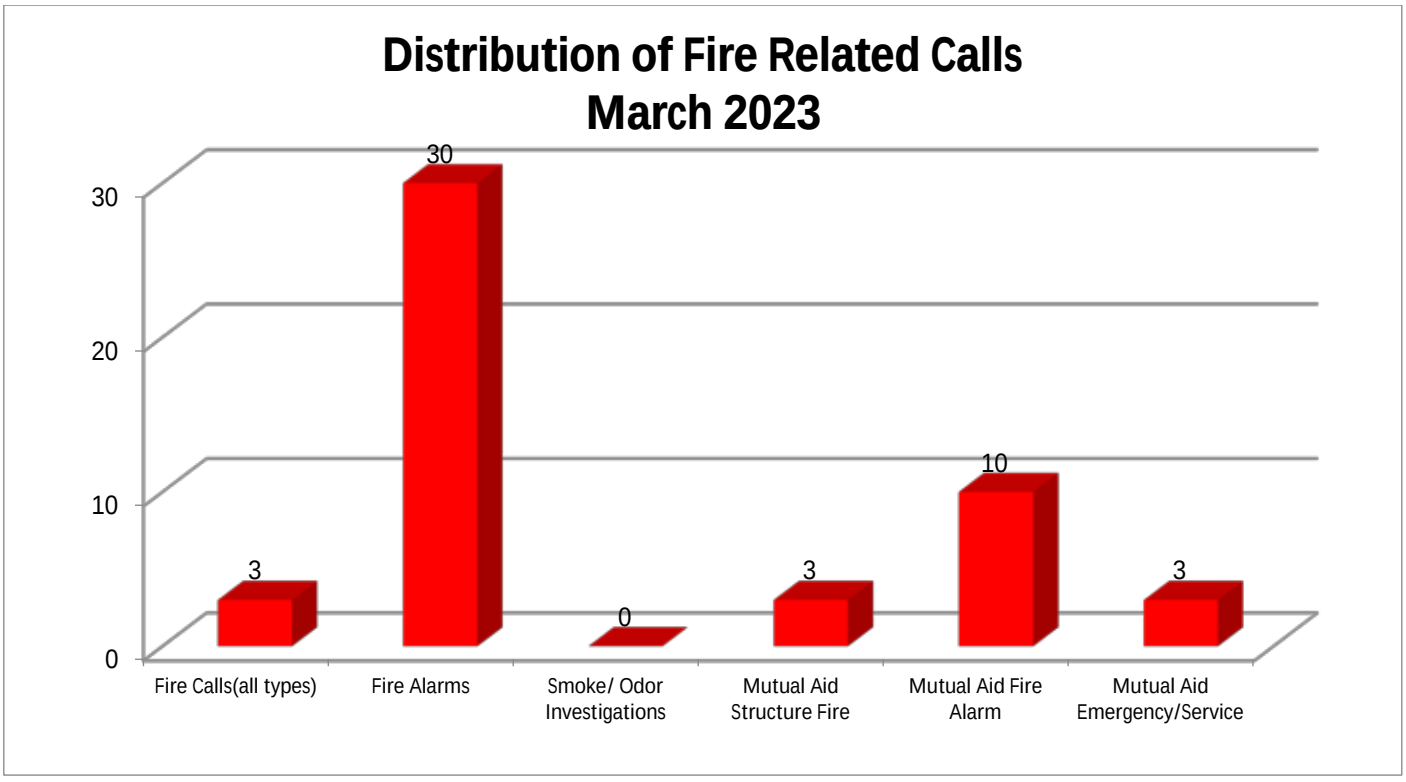
Emergency Response



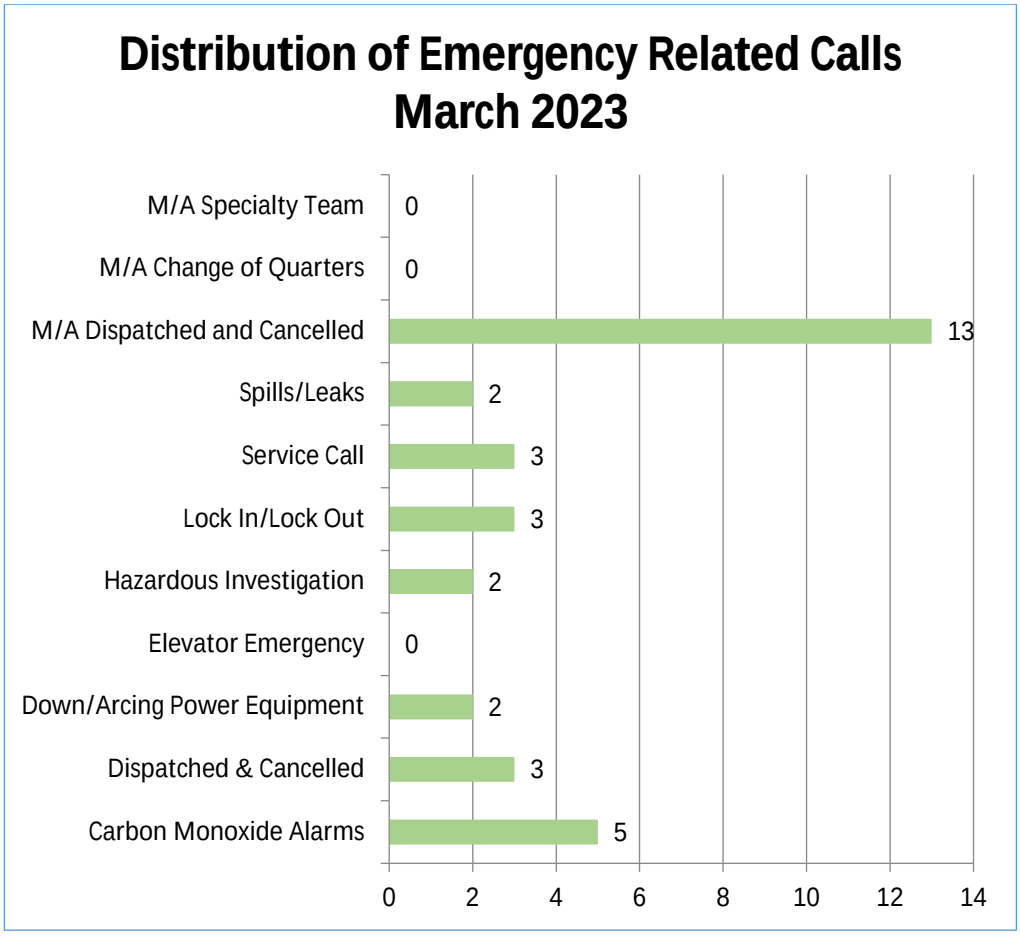


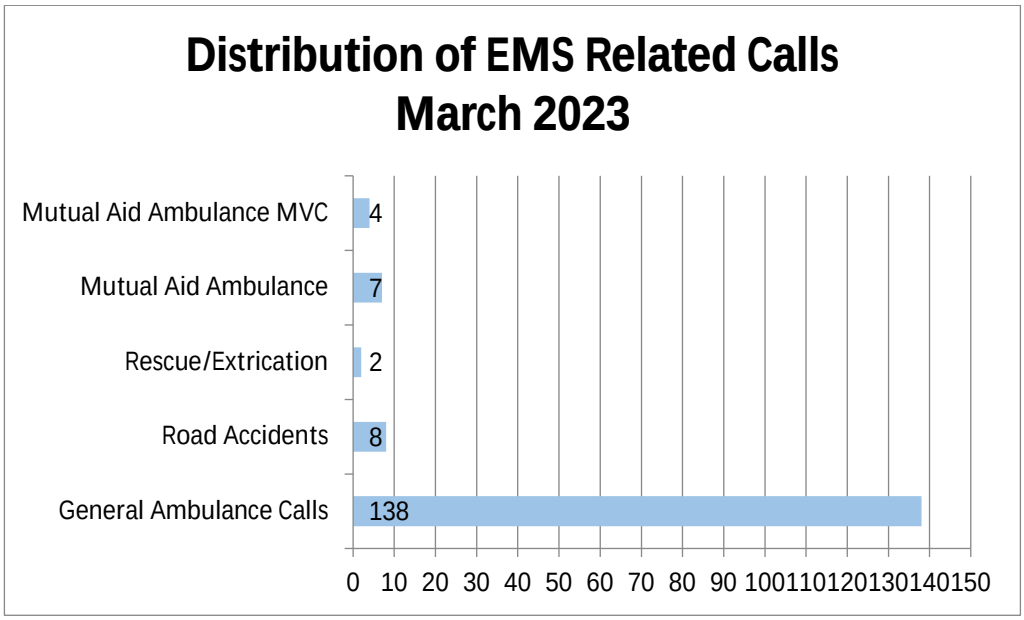
Emergency Response





Emergency Response





Incidents of Interest

Date & Call #

03/12/2023

23-0531- Gold shift members responded in E84 to I-294 SB at mile 28 for a vehicle on fire. Upon arrival companies found a fully involved vehicle. It was extinguished using a combination of water and firefighting foam. The occupant of the vehicle was unharmed.



03/12/2023

23-0534- Gold Shift responded to RML Hospital for the delivery vehicle that had struck a sprinkler pipe in their front overhang. This caused a large water leak. E84 was able to assist maintenance with shutting down the sprinkler system and isolating the leak so that repairs could be made.

03/26/2023

23-0627- Red shift members responded to a structure fire on Grant Street. Upon arrival T84 found a portable charger that was on fire and had burned the carpeting underneath it. Station 84 units investigated and found no extension and that the fire was out. No injuries to any Station 84 members or residents. Extension was quickly ruled. Resident was examined and interviewed as to what had occurred. Station 84 units then returned after speaking with homeowner and making sure that there were no further problems.

03/30/2023

23-0655- Gold shift members responded for the multiple vehicle accident on I-294 SB at mile marker 26 3/4. On arrival companies discovered two vehicles on their side, with heavy damage to three other vehicles. All vehicles were checked and secured. Three additional ambulances were requested to the scene and a total of five patients were transported to Hinsdale and LaGrange Hospitals.



Training/Events

In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting and vehicle checks, members complete an array of special activities and training throughout the year. Highlights for the month of March include the following:

On March 6th members of the department completed Electric Vehicle Safety Training presented by the International Brotherhood of Electrical Workers (IBEW).

On March 14th a walkthrough at the AT & T building was conducted.

On March 21st shift members assisted Hinsdale's Department of Public Services with the prairie burns at Charleston Road and Jackson Street.

On March 21st department members trained with a representative from Nicor on the appropriate response to natural gas emergencies.

Throughout the month of March, various firefighter/paramedics also completed specialized training in tactical rescue team operations, structural collapse and rope rescues, as well as completing paramedic continuing education in conjunction with Hinsdale Hospital.



Pictured above is a Hinsdale firefighter/paramedic during Self Contained Breathing Apparatus Confined Space Training performed on various dates throughout the month of March.

Public Education/Community Engagement

The Hinsdale Fire Department participated in numerous public education and community engagement activities during the month of March. These events included several CPR training classes including one for staff members of Wellness House held at the Hinsdale Fire Department. The department also hosted many of our youngest residents for the Hinsdale Junior Firefighters event on March 3rd. On March 13th the Hinsdale Fire Department presented the Fire Safety Education Program to an enthusiastic crowd of Kindergarten and First Grade students at St. Isaac Jogues School. And on March 18th Gold shift members were on site during the DARE Lock-in at Hinsdale Central High School.



A Hinsdale firefighter/paramedic can be seen here educating students during the “fear of the gear” portion of the Fire Safety Education Program. This presentation familiarizes children with the different parts of the gear and teaches them what a firefighter looks like so they will not be fearful of their appearance in an emergency situation.

Fire Prevention & Safety Education

- The Bureau continues to schedule and conduct annual inspections and testing in additional to plan reviews.
- The Bureau continues to work with businesses to ensure their alarm status are in service.

Inspection Activities

March 2023 had a total of 55 Fire Inspection Activities:

Inspections - 15

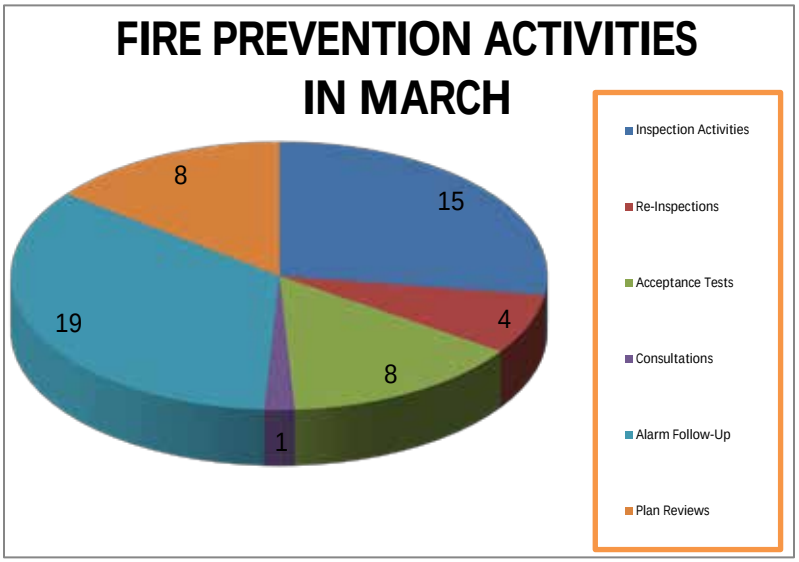
Re-Inspections – 4

Acceptance Test – 8

Consultations - 1

Alarm Follow-Up - 19

Plan Reviews - 8



$3,235.00 in inspection fees were forwarded to the Finance Department for the month of March.