

MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES (SINE DIE MEETING) Tuesday, May 2, 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) Regular meeting of April 18, 2023
- 4. VILLAGE PRESIDENT'S REPORT
 - a) Appointments to Boards and Commissions
- 5. OATH OF OFFICE AND SEATING OF VILLAGE BOARD MEMBERS
- **6. ADJOURNMENT SINE DIE**

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, May 2, 2023

Immediately Following the Sine Die Meeting to be held at 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. VILLAGE PRESIDENT'S REPORT
- 4. PROCLAMATION
 - a) 150th Anniversary Sesquicentennial
- **5. CITIZENS' PETITIONS*** (Pertaining to items appearing on this agenda)
- 6. 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 **.)

Zoning and Public Safety (Chair Stifflear)

a) Approve an amendment to Chapter 6 of the Village Code "Limited Parking Zones" creating a six-hour time zone in the lower level parking deck with the exception of purple permit holders and amending the Central Business district Time Limit Parking Zone to the north drive of the parking deck.

7. 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 April 13, 2023 through April 26, 2023 in the aggregate amount of \$372,201.45 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 the 2023 Pay Plans for Full-time, Part-time, Public Services and Seasonal employees to be effective May 1, 2023 April 30, 2024. (*First Reading April 18, 2023*)
- c) 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. (*First Reading – April 18, 2023*)

Environment & Public Services (Chair Byrnes)

- d) Award the construction contract for the ARPA Drainage Improvements to Swallow Construction Corporation in the amount not to exceed \$777,259. (*First Reading April 18, 2023*)
- e) 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. (First Reading April 18, 2023)
- f) Award the construction contract for the 2023 Resurfacing Program to Schroeder Asphalt Services, Inc., (Schroeder) in the amount not to exceed \$878,000. (*First Reading April* 18, 2023)
- g) Award the 2023 Sidewalk Cutting Program to Murphy Construction Services in the amount not to exceed \$70,000.00. ***

8. 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) 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. (First Reading April 18, 2023)
- b) 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. (*First Reading April 18, 2023*)

Environment & Public Services (Chair Byrnes)

c) Approve Resolution Authorizing Waiver of Construction Noise Hours Limitations
 Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Standpipe
 Rehabilitation Project.***

9. DISCUSSION ITEMS

a) Tollway Update

10. DEPARTMENT AND STAFF REPORTS

a) Community Development

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

- **12. CITIZENS' PETITIONS*** (Pertaining to any Village issue)
- 13. TRUSTEE COMMENTS
- 14. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)
- 15. 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 REGULAR MEETING April 18, 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 Tuesday, April 18, 2023 at 7:00 p.m. Roll call was taken.

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

Absent: None

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

Present electronically: Parks and Recreation Superintendent Mike Hayes

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Special meeting of April 3, 2023

Trustee Haarlow asked that the minutes be amended to reflect that the April 3, 2023 meeting was a special meeting.

Trustee Posthuma moved to approve the minutes of the special meeting of April 3, 2023, as amended. Trustee Haarlow seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, and Byrnes

NAYS: None

ABSTAIN: Trustee Banke

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that changes to parking in the Village parking deck will be considered by the Village Board during the month of May.

President Cauley also reported Hinsdale Restaurant Week will continue through April 24 and Hinsdale in Lights, an immersive light show exhibit featuring the Village's historic 150 years, will be at Immanuel Hall from April 20-23.

Village Board of Trustees Meeting of April 18, 2023 Page 2 of 9

President Cauley introduced new Management Analyst, Alex Snyder.

PROCLAMATION

a) Building Safety Month

CITIZENS' PETITIONS

None.

FIRST READINGS - INTRODUCTION

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.

Trustee Posthuma introduced the item. He explained 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. These proposed Pay Plans, incorporate a 2.75% across the board increase adjustment to most of salary ranges. He explained this is consistent with the collective bargaining agreement with the FOP, which contains a 2.75% increase effective May 1, 2023. Trustee Posthuma stated there are a few grades that do not need an adjustment to starting salary or top salary based on market analysis. He explained the pay plan for seasonal employees is not being adjusted as it was adjusted last fall.

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

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.

Trustee Posthuma introduced the item. He stated 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 includes 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. He explained the monthly cost would be \$5,500 and is reflected in the budget.

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

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.

Trustee Byrnes introduced the item. He explained in June 2022, the Village was awarded two drainage grants through the DuPage County Stormwater Management Municipal ARPA Grant

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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. Trustee Byrnes explained the bid exceeded the Village project, but enough funding exists from DuPage County and other 2023 water capital project savings to balance the project budget.

President Cauley stated concrete price increases elevated the cost of this project and concrete prices and may not come down prior to the date the grant contribution must be submitted for reimbursement to DuPage County. He recommended moving forward to avoid losing the grant contribution.

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

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.

Trustee Byrnes introduced the item. He stated this item is for construction observation for the ARPA Drainage Improvements. He explained HR Green, Inc., has previously completed the related feasibility study and design engineering, and has satisfactorily preformed these services for many other Village projects. The cost is within budget.

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

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

Trustee Byrnes introduced the item. He stated the purpose of the Annual Resurfacing Program was to continue to improve the quality of Hinsdale's roads. Due to expected material and labor inflation trends, this project was split into two bids. While Schroeder Asphalt Services, Inc. was the lowest bidder for both projects, the total bid exceeded budget. Trustee Byrnes stated the decision was made to not repave Veeck Park as BNSF planned to do various landscaping projects around the pedestrian bridge. He explained by excluding the Veeck Park parking lot, all other streets would be resurfaced and remain in budget. He stated the percentage of good and excellent roads in Hinsdale is 82% and completing the resurfacing would maintain or exceed this rating.

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

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.

Trustee Stifflear introduced the item. He stated 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

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located at 222 E. Ogden Avenue in the B-3 District. The existing 1.35-acre site is non-conforming with respect to several bulk requirements, such as parking lot setbacks and required parking spaces. 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. Normandy Remodeling determined that the original addition was larger than what they needed and is proposing to scale back the size of the addition that was previously approved. Trustee Stifflear stated surrounding properties include multi-tenant office buildings, medical offices, a physical fitness facility and gas station. He explained 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 will refer the request to the Plan Commission for further consideration and review in accordance with the procedures listed in Section 11-604(E).

President Cauley noted that Plan Commission Chair, Steve Cashman, did not think it was necessary to refer the request back to the Plan Commission.

Mr. Dave Mitchell, Normandy remodeling, explained the proposed changes. He stated there will be an ADA ramp added to the front façade of the building, handicapped access in the rear, parking spaces reduced to 68 from 70, EV car chargers, three foot high light bollards to illuminate the rear parking, reduced basement size, landscaping in the rear perimeter where the light bollards are located, modified light fixtures on the front elevation, raised height of the screen on the roof for the mechanical equipment, a window added to the rear where the larger addition would have been and changes in some materials used. He stated the biggest change is the size of the addition being reduced from 8,453 square feet to 1,695 square feet.

Trustee Posthuma questioned how Village staff would monitor landscaping to make sure that is installed as the Board had approved. President Cauley stated the landscaping is as important as the building.

Trustee Fisher requested mature, salt resistant plants be used and the landscaping be complimentary to what neighboring businesses have.

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

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.

Trustee Stifflear introduced the item. He stated the applicant, Giuliano's Pizza, had submitted a Temporary Use Permit application requesting approval to allow for an outdoor dining to be located within two (2) of the four (4) parking spaces in front of their business located at 40 Village Place. The property is located in the B-2 Central Business District. Last year the applicant was approved for a similar request with a tent. This year, the applicant is proposing to instead use umbrellas to provide shade to customers. Trustee Stifflear explained that seven circular planters will be installed on the perimeter of the outdoor dining area by the Village as part of the outdoor

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dining program approved in 2022. Four rectangular planters on site owned by the restaurant will be moved to create a barrier for the outdoor dining area on the north side.

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

h) Approve an Ordinance amending the Village Code and Zoning Ordinance Of Hinsdale, Illinois Relative to Group Homes.

Trustee Stifflear introduced the item. He explained 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.

The Board agreed to move this item forward for a second reading.

CONSENT AGENDA

<u>Administration & Community Affairs (Chair Posthuma)</u>

a) Trustee Fisher moved to 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. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

The following items were approved by omnibus vote:

Administration & Community Affairs (Chair Posthuma)

- 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)

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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*)

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

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

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)

A motion was made by Trustee Stifflear to 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 Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried

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)

Trustee Stifflear explained this item was discussed in detail at the April 3, 2023, Village Board of Trustees meeting and there were no changes to the Settlement Agreement. He noted that there are terms in the Settlement Agreement that provide that the Village of Hinsdale can test equipment with a consultant approved by Crown Castle and that the Village will test the equipment.

Mr. Jeff Woolley, Hinsdale resident, expressed concerns regarding property values and health and safety related to 5G.

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

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Ms. Yanna Dykstra, Hinsdale resident, spoke of safety and health concerns related to 5G.

Theresa, Hinsdale resident, spoke of safety and health concerns related to 5G.

Ms. Mary Claire Malloy, Hinsdale resident, spoke of concern regarding property values, health and safety concerns and aesthetic concerns related to 5G.

Ms. Heidi Hanson, Western Springs resident, spoke of concerns regarding radiation and radio frequency limits and regulations.

Ms. Nancy Perlman, spoke of working to stop legislation related to 5G and safety and health concerns related to radio frequency limits.

Mr. Michael Wilson, Hinsdale resident, spoke of health and safety concerns related to 5G and questioned the number of poles.

Ms. Ray Mugnolo, Hinsdale resident, spoke of health and safety concerns related to 5G and questioned the number of poles.

President Cauley explained he and Trustee Stifflear worked on opposing the State law along with Village Manager, Kathleen Gargano. He stated he was in favor of signing the Settlement Agreement with Crown Castle so the Village can retain limited control over pole location and aesthetics and have the ability to test radiofrequency.

Trustee Stifflear stated he has been working on putting together design standards since 2012. He said voting against the Settlement Agreement would cost the tax payers a substantial amount of money.

Trustee Byrnes stated he was glad the Village would be able to do testing and was looking forward to seeing the results.

A motion was made by Trustee Posthuma to 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 Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried

President Cauley reiterated that the Village will test to make sure the radio frequency is compliant with the federal government's standard.

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)

A motion was made by Trustee Byrnes to Adopt a Village Complete Streets Policy (Policy) to strengthen upcoming federal funding grant applications for Village transportation projects, Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None ABSENT: None

Motion carried

DISCUSSION ITEMS

a) Tollway Update

DEPARTMENT AND STAFF REPORTS

a) Fire

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

CITIZENS' PETITIONS

Mr. Michael Wilson returned to the podium to ask why Crown Castle needs to approve the consultant that will test the radio frequency and questioned the number of poles.

President Cauley explained it is a standard provision in a contract to make sure the consultant doing the testing is qualified.

TRUSTEE COMMENTS

Trustee Haarlow commented in 2019 there were hundreds of spray-painted dots marking potential places for poles to be placed. She explained with this Settlement Agreement there would only be two new poles. She stated she believes the Settlement Agreement is a good deal given the circumstances. She expressed concerns regarding health but stated the agreement was not the way to address those concerns.

ADJOURNMENT

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There being no further business before the Board, President Cauley asked for a motion to adjourn the meeting. Trustee Banke moved to adjourn the meeting. Trustee Byrnes seconded the motion.

AYES: Tru NAYS: Non ABSTAIN: ABSENT: N	None
Motion carri	ed.
Meeting adj	ourned at 9:26 p.m.
ATTEST: _	
Е	mily Tompkins, Village Clerk



Administration

AGENDA SECTION: Presidents Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: May 2, 2023

From: Emily Tompkins, Village Clerk

Recommended Motion

Approve the appointments to Village Boards and Commissions, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

Discussion & Recommendation

The following individuals have agreed to serve as noted below:

Economic Development Commission

Ms. Lyn D. Burgess - reappointed to a 3-year term through April 30, 2026

Mr. Michael P. Kiyosaki - reappointed to a 3-year term through April 30, 2026

Mr. Richard Eck - reappointed to a 3-year term through April 30, 2026

Historic Preservation Commission

Ms. Shannon Weinberger - reappointed to a 3-year term through April 30, 2026

Ms. Sarah Barclay - reappointed to a 3-year term through April 30, 2026

Parks & Recreation Commission

Mr. Gregory "Nash" Moore - reappointed to a 3-year term through April 30, 2026

Mr. Steve Keane- reappointed to a 3-year term through April 30, 2026

Mr. Darren Baker- reappointed to a 3-year term through April 30, 2026

Ms. Heather Hester- reappointed to a 3-year term through April 30, 2026

Mr. Pat Rooney – appointed to fill a vacancy that expires April 30, 2024

Plan Commission

Mr. Gerald A. Jablonski - reappointed to a 3-year term through April 30, 2026

Mr. Scott A. Moore - reappointed to a 3-year term through April 30, 2026

Mr. Mark Willobee - reappointed to a 3-year term through April 30, 2026

Ms. Laurel Haarlow – appointed to a 3-year term through April 30, 2026



Police Pension Board

Mr. Dennis Jones – appointed to a 2-year term through April 30, 2026

Zoning Board of Appeals

Mr. Tom Murphy - reappointed to a 5-year term through April 30, 2028

Board of Fire & Police Commissioners

Ms. Mary Hermann - reappointed to a 3-year term through April 30, 2026 Ms. Margaret Woulfe-Arens- reappointed to a 3-year term through April 30, 2026 Mr. Craig Milkint- reappointed to a 3-year term through April 30, 2026

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

None





Proclamation Village of Hinsdale 150th Anniversary - Sesquicentennial

WHEREAS, in 1864 the Chicago, Burlington & Quincy Railroad completed the installation of a rail line through an area approximately 16 miles west of Chicago, which would later become Hinsdale, Illinois; and

WHEREAS, William Robbins, who owned 640 acres of what is now south Hinsdale, hired landscaper H.W.S. Cleveland to plat the area that would become the Village of Hinsdale; and

WHEREAS, April 1, 1873 marks the 150th anniversary of the incorporation of the Village of Hinsdale, with Judge Joel Tiffany as its first President; and

WHEREAS, since its incorporation, civic leaders, residents and volunteers have given their time and talents and worked tirelessly to preserve, enhance and revitalize every aspect of the community, including investments in infrastructure and the historic downtown business community, and

WHEREAS, as a community of choice, Hinsdale continues to maintain its ability to be both historic and progressive, offering hometown charm to its residents and visitors, while also providing exceptional business, health, and educational amenities; and

WHEREAS, due to its meaningful history to the Village, the Village has identified the Rosa 'American Beauty' as its official flower and dedicate it in memory of Jean Penny Bohnen; and

WHEREAS, the quality of life enjoyed in Hinsdale is enhanced and supported by the numerous organizations, social service agencies, and entities that are an integral part of the fabric of our community.

NOW, THEREFORE, BE IT RESOLVED, that I, Thomas K. Cauley, Village President of the Village of Hinsdale, do hereby proclaim April 1, 2023 as the Village's 150th Anniversary of Incorporation and commemorate and dedicate the Village's Sesquicentennial Year to the countless residents, community leaders, organizations, and businesses over the Village's history that have contributed to the Village's success.

Proclaimed this 2nd day of May 2023.

Thomas K. Cauley Village President



REQUEST FOR BOARD ACTION

Police Department

Agenda Section: First Reading - ZPS

Subject: Ordinance establishing time zone parking in the lower level village

parking deck.

MEETING DATE: May 2, 2023

FROM: Brian King, Chief of Police

Recommended Motion

Approve an amendment to Chapter 6 of the Village Code "Limited Parking Zones" creating a six hour time zone in the lower level parking deck with the exception of purple permit holders and amending the Central Business district Time Limit Parking Zone to the north drive of the parking deck.

Background

A recent audit of parking in the lower parking deck determined that the deck was operating at 100% capacity on weekdays between the hours of 10am and 2pm. We also learned that approximately 30 of those spaces are being used by commuters. Those vehicles stayed in the lot from the early morning until the late afternoon and evening hours.

Surveys conducted by the Police Department have shown that peak occupancy of the parking deck occurs between 10am and 2pm on Weekdays. The occupancy rate in the parking deck has steadily increased from April of 2021 to March of this year.

Lower Level Parking Deck Rate of Occupancy

	April 2021	January 2022	March 2023
Weekdays 10am	56%	74%	100%
Weekdays 2pm	70%	81%	100%

Currently, the parking deck has no parking restrictions. This was intentional as upon opening the deck we wanted to provide the most amount of flexibility. Unfortunately, an unintended consequence is that not regulating the deck resulted in commuters parking in the deck for free instead of in one of the paid commuter parking areas. Staff was reluctant to impose restrictions on the deck unless or until there was a capacity issue. We are now at capacity.

Discussion

Staff recommends that the Village move to regulate parking in the lower-level parking deck by implementing a 6-hour parking zone and by allowing unrestricted parking of merchants and their employees by purple permit. Purple permits are the free employee parking option that currently exists. This would be an expansion of the Purple Zones that are currently placed on Hinsdale Avenue and Symonds Drive. Additionally, the outer drive to the north of the parking deck will be converted to a 3-Hour parking zone. It is currently unrestricted. This is intended to free up spaces for retail customers in the Central Business District.

Budget Impact

The cost of installing new signage is estimated at \$300.00

Village Board and/or Committee Action n/a

Documents Attached

- Village of Hinsdale Parking Map
 Amended Ordinance

VILLAGE OF HINSDALE

ORDINANCE	N	Ο.	

AN ORDINANCE AMENDING SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village staff, having studied parking patterns within the Village over time, and particularly how the pandemic affected parking, has proposed various changes to the parking provisions in the Village Code of Hinsdale ("Village Code"); and

WHEREAS, the President and Board of Trustees, based on staff's recommendations, have determined that it is in the best interests of the Village and its residents and businesses, to further amend the Village Code to make certain parking-related changes, as set forth 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 Section 1 of this Ordinance by this reference.

SECTION 2: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 15 (Village Parking Lots) of the Village Code of Hinsdale is amended by adding a new Subsection E, which shall read in its entirety as follows:

"E. Hinsdale Middle School Parking Deck. No vehicle shall stand, be stored or parked on the first floor of the Hinsdale Middle School Parking Deck for a period exceeding six (6) hours in any twenty-four (24) hour period, except for purple permit holders."

SECTION 3: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 4 (Limited Parking Zones), of the Hinsdale Village Code, is amended by revising the first sentence of Subsection B.1. to read in its entirety as follows:

"The Central Business District Time Limit Parking Zone shall be regarded as the fifteen (15) striped surface parking spaces immediately to the north of the Hinsdale Middle School Parking Deck and all on-street parking subject to time limitations on the following streets:"

SECTION 4: 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 hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in the manner provided by law.

PASSED this d	lay of 2	023.
AYES:		
NAYS:		
ABSENT:		
APPROVED by me thi to by the Village Clerk this sa		, 2023, and attested
	Thomas K. Cauley, Jr	., Village President
ATTEST:		
Emily Tompkins, Village Cler	 'k	

555104_2 2

STATE OF ILLINOIS) COUNTY OF DUPAGE) SS COUNTY OF COOK)
CLERK'S CERTIFICATE
I, Christine M. Bruton, 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 AMENDING SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING
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.

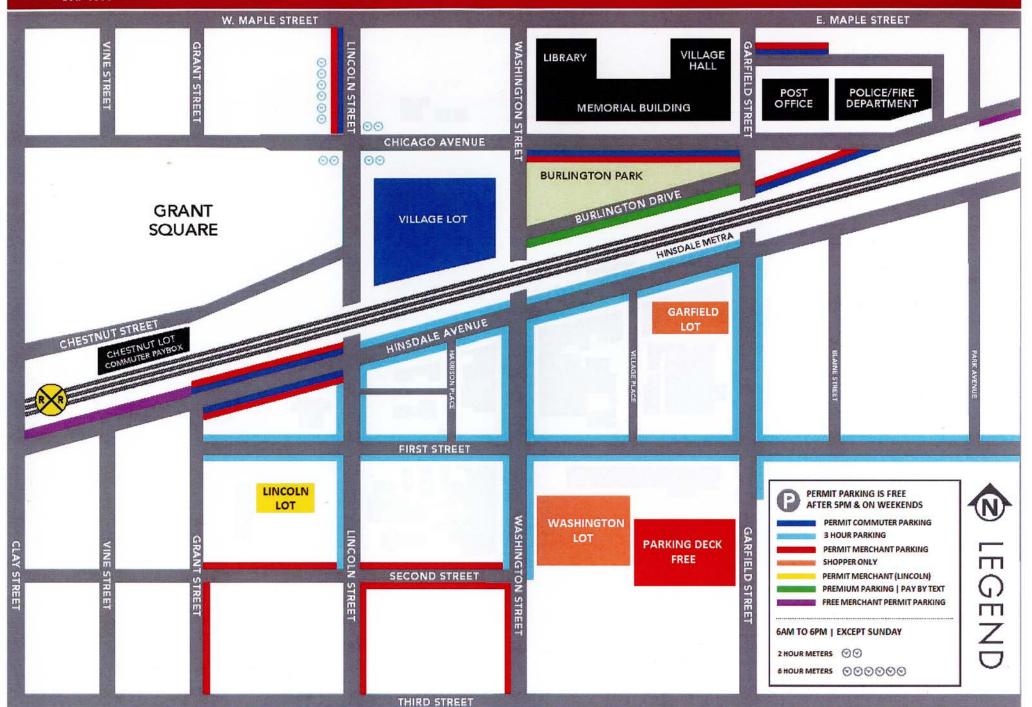
Village Clerk

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[SEAL]



VILLAGE OF HINSDALE PARKING MAP



Finance



AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1778

MEETING DATE: May 2, 2023

From: Alison Brothen, Finance Director

Recommended Motion

Approve payment of the accounts payable for the period of April 13, 2023 through April 26, 2023 in the aggregate amount of \$372,201.45 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 #1778 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 #1778

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1778

FOR PERIOD April 13, 2023 through April 26, 2023

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$372,201.45 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

1778

Payee/ Date	Description	Ventlor Invoice	nvoice Amount
Electronic Federal Tax Payment Systems 4/14/2023	Village Payroll #8 - Calendar 2023	FWH/FICA/Medicare	\$ 94,948.99
Illinois Department of Revenue 4/14/2023	Village Payroll #8 - Calendar 2023	State Tax Withholding	\$ 19,928.78
ICMA - 457 Plans 4/14/2023	Village Payroll #8 - Calendar 2023	Employee Withholding	\$ 17,009.66
HSA PLAN CONTRIBUTION 4/14/2023	Village Payroll #8 - Calendar 2023	Employer/Employee Withholding	\$ 1,801.18
			1,001.10
Intergovernmental Personnel Benefit Cooper Illinois Municipal Retirement Fund	ative	Employee Insurance Employer/Employee	\$ -

Total Bank Wire Transfers and ACH Payments \$ 133,688.61

Village of Hinsdale #1778 Summary By Fund

		Regular	ACH/Wire	
Recap By Fund	Fund	Checks	Transfers	Total
General Fund	100	90,417.66	-	90,417.66
Water & Sewer Operations	600	18,691.40	1	18,691.40
Water & Sewer Capital	620	14,341.59	-	14,341.59
Escrow Funds	720	108,954.00	1	108,954.00
Payroll Revolving Fund	740	5,924.66	133,688.61	139,613.27
Library Operating Fund	900	183.53		183.53
Total		238,512.84	133,688.61	372,201.45



Invoice	Description	Invoice/Amount
AT&T MOBILITY		
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	210.90
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	126.54
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	42.18
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	74.07
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	168.72
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	84.36
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	168.72
287305163654- MAR23	PHONE CHARGES 2/26-3/25/23 PUB WORKS	84.36
	Check Date 4/17/2023 Total For Check # 115574	959.85
BMO HARRIS BAN	K N.A. PYMT	
MAR23	MISC CHARGES MAR23	14.00
MAR23	MISC CHARGES MAR23	30.99
MAR23	MISC CHARGES MAR23	-429.24
MAR23	MISC CHARGES MAR23	-96.16
MAR23	MISC CHARGES MAR23	119.88
MAR23	MISC CHARGES MAR23	7.33
MAR23	MISC CHARGES MAR23	7.16
MAR23	MISC CHARGES MAR23	0.99
MAR23	MISC CHARGES MAR23	149.90
MAR23	MISC CHARGES MAR23	8.82
MAR23	MISC CHARGES MAR23	16.25
MAR23	MISC CHARGES MAR23	23.96
MAR23	MISC CHARGES MAR23	0.99
MAR23	MISC CHARGES MAR23	30.00
MAR23	MISC CHARGES MAR23	38.99
MAR23	MISC CHARGES MAR23	70.00
MAR23	MISC CHARGES MAR23	108.48
MAR23	MISC CHARGES MAR23	97.62
MAR23	MISC CHARGES MAR23	37.50
MAR23	MISC CHARGES MAR23	94.19
MAR23	MISC CHARGES MAR23	102.89



Invoice	Description	Invoice/Amount
MAR23	MISC CHARGES MAR23	61.99
MAR23	MISC CHARGES MAR23	15.29
MAR23	MISC CHARGES MAR23	658.00
MAR23	MISC CHARGES MAR23	11.59
MAR23	MISC CHARGES MAR23	35.95
MAR23	MISC CHARGES MAR23	55.98
MAR23	MISC CHARGES MAR23	23.78
MAR23	MISC CHARGES MAR23	40.49
MAR23	MISC CHARGES MAR23	43.34
MAR23	MISC CHARGES MAR23	140.00
MAR23	MISC CHARGES MAR23	0.99
MAR23	MISC CHARGES MAR23	-366.46
	Check Date 4/17/2023 Total For Check # 115575	1,155.48
FIRST NATIO	NAL BANK OF OMAHA	
MAR23	MAR23 MISC CHARGES	250.00
MAR23	MAR23 MISC CHARGES	25.00
MAR23	MAR23 MISC CHARGES	221.61
MAR23	MAR23 MISC CHARGES	25.50
MAR23	MAR23 MISC CHARGES	87.90
MAR23	MAR23 MISC CHARGES	194.00
MAR23	MAR23 MISC CHARGES	228.15
MAR23	MAR23 MISC CHARGES	23.97
MAR23	MAR23 MISC CHARGES	14.95
MAR23	MAR23 MISC CHARGES	15.99
MAR23	MAR23 MISC CHARGES	191.56
MAR23	MAR23 MISC CHARGES	755.96
MAR23	MAR23 MISC CHARGES	36.62
MAR23	MAR23 MISC CHARGES	86.83
MAR23	MAR23 MISC CHARGES	50.78
MAR23	MAR23 MISC CHARGES	93.59
MAR23	MAR23 MISC CHARGES	165.06
MAR23	MAR23 MISC CHARGES	168.00
MAR23	MAR23 MISC CHARGES	27.80
MAR23	MAR23 MISC CHARGES	21.04
MAR23	MAR23 MISC CHARGES	90.64
MAR23	MAR23 MISC CHARGES	190.00
MAR23	MAR23 MISC CHARGES	450.00
	Check Date 4/17/2023 Total For Check # 115576	3,414.95



Invoice	Description	Invoice/Amount
TOSHIBA AMER BI	USINESS SOLUTIONS	
5999240	MAINT COPIER ADMIN 1/1-3/31/23	645.82
	Check Date 4/17/2023	645.82
MARY SCHUEREN		
25261	DD REISSUE ACCOUNT NUMBER ERROR	183.53
	Check Date 4/19/2023 Total For Check # 115578	183.53
AFLAC-FLEXONE		
25168	Payroll Run 1 - Warrant PR2308	608.82
	Check Date 4/19/2023 Total For Check # 115579	608.82
ILLINOIS FRATERN	NAL ORDER	
25166	Payroll Run 1 - Warrant PR2308	720.00
	Check Date 4/19/2023 Total For Check # 115580	720.00
NATIONWIDE RETI	REMENT SOL	
25167	Payroll Run 1 - Warrant PR2308	825.00
	Check Date 4/19/2023	825.00
NATIONWIDE TRU	ST CO FSB	
25169	Payroll Run 1 - Warrant PR2308	3,332.07
	Check Date 4/19/2023 Total For Check # 115582	3,332.07
NCPERS GRP LIFE		
25165	Payroll Run 1 - Warrant PR2308	208.00
OTATE DIODUDOS	Check Date 4/19/2023 Total For Check # 115583	208.00
STATE DISBURSE		
25170	Payroll Run 1 - Warrant PR2308	230.77
5 STAR SOCCER C	Check Date 4/19/2023 Total For Check # 115584	230.77
	,	0.440.00
1323	WINTER CAMP	2,448.00
ALEXANDER EQUI	Check Date 4/26/2023 Total For Check # 115585	2,448.00
196567	KNIFE SHARPENING/CHAINSAW MAINT	174.80
196567	KNIFE SHARPENING/CHAINSAW MAINT	117.30
190507	Check Date 4/26/2023 Total For Check # 115586	292.10
AMERICAN HOLIDA		232.10
Z2998	LED WEDDING LIGHTS	2,160.00
	Check Date 4/26/2023 Total For Check # 115587	2,160.00
		2,:33.30



Invoice	Description		Invoice/Amount
ATLAS BOBCAT LL	.c		
HY0253	LIGHT BULBS #92 TOC	DLCAT	14.08
	Check Date 4/26/2023	Total For Check # 115588	14.08
BRIDGEPAY NETW	ORK SOLUTIONS		
12095	MAR23 TRANSACTION	IS & ANNUAL FEE	79.00
12095	MAR23 TRANSACTION	IS & ANNUAL FEE	50.00
	Check Date 4/26/2023	Total For Check # 115589	129.00
BROTHEN, ALISON			
041223-PETTY CASH	PETTY CASH-APR23		78.55
041223-PETTY CASH	PETTY CASH-APR23		8.13
041223-PETTY CASH	PETTY CASH-APR23		37.28
041223-PETTY CASH	PETTY CASH-APR23		24.28
041223-PETTY CASH	PETTY CASH-APR23		62.34
041223-PETTY CASH	PETTY CASH-APR23		42.66
041223-PETTY CASH	PETTY CASH-APR23		26.78
041223-PETTY CASH	PETTY CASH-APR23		39.14
041223-PETTY CASH	PETTY CASH-APR23		19.90
041223-PETTY CASH	PETTY CASH-APR23		50.44
	Check Date 4/26/2023	Total For Check # 115590	389.50
CASANOVA, CHRIS	TIAN		
031723	UNFORM ALLOW-PUB	SVCS	89.37
	Check Date 4/26/2023	Total For Check # 115591	89.37
CERTICLEAN TEAM	I LLC		
KLM LODGE-FEB23	KLM CLEANING-FEB23	3	2,380.00
	Check Date 4/26/2023	Total For Check # 115592	2,380.00
CHICAGO ARTISAN	I ROASTERS		
1267	COFFEE		55.00
	Check Date 4/26/2023	Total For Check # 115593	55.00



Invoice	Description		Invoice/Amount
CHRISTOPHER B B	URKE		
182176	CONSTRUCTION OBSE 7/12/22	ERVATION STANDPIPE BOT	2,047.59
	Check Date 4/26/2023	Total For Check # 115594	2,047.59
CINTAS CORPORA	TION		
4150921437	MAT & TOWEL SVC		22.85
4150921437	MAT & TOWEL SVC		30.53
4150921437	MAT & TOWEL SVC		21.39
4150921437	MAT & TOWEL SVC		21.29
4150921437	MAT & TOWEL SVC		46.08
4150921437	MAT & TOWEL SVC		42.97
	Check Date 4/26/2023	Total For Check # 115595	185.11
CINTAS CORPORA	TION		
1452323249	MAT & TOWEL SVC		22.85
1452323249	MAT & TOWEL SVC		30.53
1452323249	MAT & TOWEL SVC		21.39
1452323249	MAT & TOWEL SVC		21.29
1452323249	MAT & TOWEL SVC		46.08
1452323249	MAT & TOWEL SVC		42.97
	Check Date 4/26/2023	Total For Check # 115596	185.11
CLEANSWEEP			
PS519614	STREET SWEEPING		924.64
	Check Date 4/26/2023	Total For Check # 115597	924.64
COAST BIOMEDICA	AL EQUIPMENT LLC		
0017785-IN	CPR SUPPLIES FOR P	ROGRAMS/CLASS	1,028.35
	Check Date 4/26/2023	Total For Check # 115598	1,028.35
COMED-6112			
1653148069	TRAFFIC SIGNALS 2/18	8-3/29/23	71.10
	Check Date 4/26/2023	Total For Check # 115599	71.10
COOK CTY RECOR	DER DEEDS		
30503312023	RECORDING-701 TAFT	RD	88.00
	Check Date 4/26/2023	Total For Check # 115600	88.00
CORE & MAIN LP			
S190272	1 1/2 WATER METERS		6,525.85
	Check Date 4/26/2023	Total For Check # 115601	6,525.85



Invoice	Description	Invoice/Amount
CS TURF, INC		
23-003	OVERSEED VEECK & BURNS PARK	1,500.00
	Check Date 4/26/2023 Total For Check # 115602	1,500.00
CUMMINS INC		
F2-99970	CREDIT-BATTERIES CORE RETURN	-200.00
F2-99970	CREDIT-BATTERIES CORE RETURN	-200.00
F2-29261	EMERGENCY REPAIR FOR E84	9,924.49
	Check Date 4/26/2023 Total For Check # 115603	9,524.49
DAILY HERALD PA	DDOCK PUB	
245270	BID #1702 PUBLICATION	91.80
	Check Date 4/26/2023 Total For Check # 115604	91.80
DARLING INGREDI	ENTS, INC	
12522324A	MECHANICS TRAPS CLEANOUT	1,137.00
	Check Date 4/26/2023 Total For Check # 115605	1,137.00
EXPERT CHEMICAL	L & SUPPLY	
956860	UNIFORM ALLOW-PUB SVC-BOOTS	95.25
956860	UNIFORM ALLOW-PUB SVC-BOOTS	95.25
	Sheck Date 4/26/2023 Total For Check # 115606	190.50
FITZGERALD LIGHT	TING & MAINTENANCE CO	
36828	LIGHT POLE REPAIR-VEECK PARK	6,157.75
36827	LIFT & LABOR FOR BALLFIELD REPAIRS	2,521.00
	Check Date 4/26/2023 Total For Check # 115607	8,678.75
FORESMAN, RICHA	ARD	
5H-O	BOARD MTG & COMMISSION RECORDING	725.00
	Check Date 4/26/2023 Total For Check # 115608	725.00
GIULIANOS PIZZA		
A-14-2023	OVERPAYMENT OUTDOOR SEATING PERMIT	50.00
	Check Date 4/26/2023 Total For Check # 115609	50.00
HITCHCOCK DESIG	GN GROUP	
29990	MEMORIAL BLDG PLAZA DESIGN	4,000.00
	Check Date 4/26/2023 Total For Check # 115610	4,000.00
HR GREEN INC		
159644	ARPA DRAINAGE DESIGN ENGINEERING BOT 9/6/	22 1,320.00
160765	ARPA DRAINAGE DESIGN ENGINEERING BOT 9/6/22	10,974.00
	Check Date 4/26/2023 Total For Check # 115611	12,294.00



Invoice	Description		Invoice/Amount
HUGHES ENVIRON	MENTAL CONSULTING	INC	
128	VEECK CSO FEE-MAR	СН	400.00
	Check Date 4/26/2023	Total For Check # 115612	400.00
ILCMA			
88138	TRAINING-PROF DEV	EVENT-GARGANO	35.00
88132	TRAINING-PROF DEV	EVENT-PETERSON	35.00
	Check Date 4/26/2023	Total For Check # 115613	70.00
INDUSTRIAL ELEC	TRIC SUPPLY		
S100021252.001	BULBS FOR FIELD LIG	HTING	940.00
	Check Date 4/26/2023	Total For Check # 115614	940.00
K-FIVE CONSTRUC	TION CORP		
45504	ASPHALT HAULING		300.00
	Check Date 4/26/2023	Total For Check # 115615	300.00
MCNAUGHTON DE	VELOPMENT		
27392	CONT BD-921 S MADIS	SON-TEMP #27392	4,500.00
26476	CONT BD-919 S MADISON #26476		10,000.00
26449	CONT BD-551 N MADISON-TEMP OCC #26449		5,000.00
26991	CONT BD-551 N MADIS	CONT BD-551 N MADISON #26991	
26993	ST MGMT-551 N MADISON #26993		3,000.00
	Check Date 4/26/2023	Total For Check # 115616	32,500.00
MENARDS			
16168	KLM ELECTRIC SERVIO	CE	58.42
16284	KLM LODGE ELECTRIC	SVC	58.49
16260	KLM ELECTRIC SVC		17.23
	Check Date 4/26/2023	Total For Check # 115617	134.14
MIDWEST TIME RE	CORDER		
189972	MARCH PUB WORKS T	TIME CLOCK	90.10
	Check Date 4/26/2023	Total For Check # 115618	90.10
NAPA AUTO PARTS	S		
4343-828334	WHEEL BEARINGS/GR	EASE CAPS	33.56
4343-828558	LOG SPLITTER		20.99
4343-8289848	SPARK PLUGS-SMALL	ENGINE EQUIP	21.06
	Check Date 4/26/2023	Total For Check # 115619	75.61
OAKLEY HOME BU	ILDERS		
20536	STMWR BD-702 S MON	IROE #20536	10,359.00
20535	ST MGMT-702 S MONR	OE #20535	3,000.00



Invoice	Description		Invoice/Amount		
21144	STMWR BD-912 S GAF	RFIELD #21144	10,395.00		
21143	ST MGMT-912 S GARF	TELD #21143	3,000.00		
	Check Date 4/26/2023	Total For Check # 115620	26,754.00		
301 S PARK LLC					
26468	CONT BD-301 S PARK	#26468	7,500.00		
	Check Date 4/26/2023	Total For Check # 115621	7,500.00		
FALCON CONSTRU	UCTION & REMODELING	SINC			
28515	CONT BD-8 E KENNED	OY #28515	5,000.00		
	Check Date 4/26/2023	Total For Check # 115622	5,000.00		
FRANZEN PLUMBI	NG				
27089	CONT BD-425 S STOU	GH #27089	500.00		
	Check Date 4/26/2023	Total For Check # 115623	500.00		
HOVEKE, EDWARD)				
3016370	OVERPAYMENT ON W	ATER ACCT	7,264.62		
	Check Date 4/26/2023	Total For Check # 115624	7,264.62		
HUTCHINS, SAMAI	NTHA				
258975	PROGRAM CANCELLA	ATION	150.00		
	Check Date 4/26/2023	Total For Check # 115625	150.00		
JELINEK, BRITTAN	IY				
258957	PROGRAM CANCELLA	ATION	145.00		
	Check Date 4/26/2023	Total For Check # 115626	145.00		
LEADER DEVELOR	PMENT LLC				
27414	CONT BD-101 W CHES	STNUT #27414	10,000.00		
	Check Date 4/26/2023	Total For Check # 115627	10,000.00		
LEADER DEVELOR	PMENT LLC				
28442	CONT BD-101 W CHES	STNUT-TEMP #28442	8,500.00		
	Check Date 4/26/2023	Total For Check # 115628	8,500.00		
LEGAN, CAMERON	I				
28372	CONT BD-414 S BRUN	ER #28372	500.00		
	Check Date 4/26/2023	Total For Check # 115629	500.00		
LOTSOFF, JONATI	HON				
28360	CONT BD-720 S THUR	LOW #28360	2,500.00		
	Check Date 4/26/2023	Total For Check # 115630	2,500.00		
MEDING, ROBERT	MEDING, ROBERT				
031723	REFUND OVERPAYME	ENT	1,951.92		
	Check Date 4/26/2023	Total For Check # 115631	1,951.92		



Invoice	Description		Invoice/Amount
MERZ, DANIEL			
258969	PROGRAM CANCELLA	TION	250.00
	Check Date 4/26/2023	Total For Check # 115632	250.00
MONTE CONSTRUC	CTION		
28645	CONT BD-131 S MADIS	SION #28645	500.00
	Check Date 4/26/2023	Total For Check # 115633	500.00
NAGAMINE, WAYD	E		
258881	PROGRAM CANCELLA	TION	57.00
	Check Date 4/26/2023	Total For Check # 115634	57.00
PYRROS, HEIDI			
258973	PROGRAM CANCELLA	TION	210.00
	Check Date 4/26/2023	Total For Check # 115635	210.00
RC PAINTING INC			
27439	CONT BD-18 E HINSDA	ALE #27439	500.00
	Check Date 4/26/2023	Total For Check # 115636	500.00
SOURCE UNITED L	LC		
26441	CONT BD-800 MERRILI	L WOODS #26441	5,000.00
	Check Date 4/26/2023	Total For Check # 115637	5,000.00
SWIETON, CASSIE			
258836	PROGRAM CANCELLA	TION	295.00
	Check Date 4/26/2023	Total For Check # 115638	295.00
TECHNOLOGIES IN	IC		
27046	CONT BD-804 W NORT	TH #27046	7,500.00
	Check Date 4/26/2023	Total For Check # 115639	7,500.00
THANOS, JON			
26079	STMWR BD-5606 S WA	SHINGTON #26079	1,700.00
	Check Date 4/26/2023	Total For Check # 115640	1,700.00
ORBIS SOLUTIONS	}		
5574520	IT SVC & CLOUD BACK	(UP SVS BOT 3/7/23	14,156.32
5574520	IT SVC & CLOUD BACK	(UP SVS BOT 3/7/23	1,800.00
	Check Date 4/26/2023	Total For Check # 115641	15,956.32
PRECISE DIGITAL	PRINTING		
102985	POOL SIGNS		940.00
	Check Date 4/26/2023	Total For Check # 115642	940.00



Invoice	Description		Invoice/Amount
PREMIER OCCUPA	TIONAL HLTH		
127790	ONSITE FEE-RANDOM TEST	TING	200.00
	Check Date 4/26/2023 Total	al For Check # 115643	200.00
RANDALL INDUSTI	RIES		
195004	GENIE LIFT INSPECTION		325.00
	Check Date 4/26/2023 Total	al For Check # 115644	325.00
RAY O'HERRON CO	DINC		
2259765	UNIFORM ALLOW-POLICE [DEPT	89.99
2264493	UNIFORM ALLOW-POLICE [DEPT	116.48
	Check Date 4/26/2023 Total	al For Check # 115645	206.47
SANGHERA, JASM	EET		
593073	PARAMEDIC RECERTIFICAT	TION FEE-SANGHERA	32.00
040723	TRT CLASS REIMBURSEME	NT	833.64
041223	TRT CLASS REIMBURSE RE	ESCUE AWARENESS	791.90
	Check Date 4/26/2023 Total	al For Check # 115646	1,657.54
STARGUARD ELITI	ELLC		
INV2749	LIFEGUARD INSTRUCTOR 1	TRAINING	425.00
	Check Date 4/26/2023 Total	al For Check # 115647	425.00
SUBURBAN DOOR	CHECK		
IN557068	DOOR REPAIR POOL		768.00
	Check Date 4/26/2023 Total	al For Check # 115648	768.00
TERRY PLUMBING	СО		
230427	PLUMBING PIPE REPAIR-PO	OLICE	259.55
230427	PLUMBING PIPE REPAIR-FI	RE-	259.55
	€heck Date 4/26/2023 Tota	al For Check # 115649	519.10
THE KNOT WORLD	WIDE INC		
INVUSD592049317	LODGE ADVERTISING		1,200.00
	Check Date 4/26/2023 Total	al For Check # 115650	1,200.00
THE LIFEGUARD S	TORE		
INV001285540	CHEMICAL TEST KITS		90.80
INV001290024	GUARD TRAINING SUPPLIE	S	87.00
INV001284857	SWIM PLATFORM		924.80
INV001290866	LIFEGUARD SUITS		2,712.50
	Check Date 4/26/2023 Total	al For Check # 115651	3,815.10



Invoice	Description	Invoice/Amount
THE POLICE & SHI	ERIFFS	
176036	ID CARD-BRANNIGAN	17.60
	Check Date 4/26/2023 Total For Chec	k # 115652 17.60
THE STEVENS GR	OUP	
0184169	BUSINESS CARDS-PERRI	62.00
0184663	AP ENVELOPES/WINDOWS	279.88
	Check Date 4/26/2023 Total For Chec	k # 115653 341.88
THIRD MILLENIUM		
28975	UTILITY BILLING 4/4/23	1,152.48
	Check Date 4/26/2023 Total For Chec	k # 115654 1,152.48
TRESSLER, LLP		
463381	PROF FEES THRU 3/31/23	4,968.00
	Check Date 4/26/2023 Total For Chec	k # 115655 4,968.00
TYLER TECHNOLO	OGIES, INC	
045-413838	BUS LIC IMPLEMENTATION	1,280.00
	Check Date 4/26/2023 Total For Chec	k # 115656 1,280.00
US GAS		
405036	OXYGEN FOR AMBULANCE	214.11
405460	OXYGEN POOL	58.66
	Check Date 4/26/2023 Total For Chec	k # 115657 272.77
VERIZON WIRELES	SS	
9930874682	FD CARDIAC MONITORS & PD PARKIN	G 38.01
9930874682	FD CARDIAC MONITORS & PD PARKIN	G 50.04
	Check Date 4/26/2023 Total For Chec	k # 115658 88.05
VERMONT SYSTEM	MS, INC.	
VS007589	RECTRAC	655.00
	Check Date 4/26/2023 Total For Chec	k # 115659 655.00
VULCAN CONST N	IATERIALS LL	
33126468	ASPHALT & CONCRETE HAULING	577.80
33126467	TRENCH BACK FILL CA-6	1,244.49
	Check Date 4/26/2023 Total For Chec	k # 115660 1,822.29
WAREHOUSE DIRE	ECT INC	
5465693-0	KLM SUPPLIES	49.40
5465693-0	KLM SUPPLIES	28.95
5457520-2	HAND SOAP	172.96
5457520-0	PARKS JANITORIAL SUPPLIES	19.89



Invoice	Description		Invoice/Amount
5454834-0	JANITORIAL		86.48
C5466395-0	CREDIT-OFFICE SUPP	PLIES	-6.20
5473173-0	OFFICE SUPPLIES-CO	PY PAPER	401.85
5473173-0	OFFICE SUPPLIES-CO	PY PAPER	401.85
5433064-0	LODGE OFFICE SUPP	LIES	236.27
5467229-0	JANITORIAL SUPPLIES	3	81.37
5468140-0	KLM SUPPLIES		51.67
	Check Date 4/26/2023	Total For Check # 115661	1,524.49
WARREN, KERRY			
031423	REIMBURSEMENT FO	R NOTARY PACKAGE	66.95
	Check Date 4/26/2023	Total For Check # 115662	66.95
WELD ALL			
8361	TOWN TEAM DIVE BLO	OCKS	490.00
8362	WELDING AT POOL		890.00
	Check Date 4/26/2023	Total For Check # 115663	1,380.00
WESTERN REMAC	, INC		
64137	VEHICLE STICKERS		387.80
	Check Date 4/26/2023	Total For Check # 115664	387.80
WEX BANK			
88242777	UNLEADED FUEL MAR	R23	89.83
88242777	UNLEADED FUEL MAR23		476.77
88242777	UNLEADED FUEL MAR	R23	4,135.96
88242777	UNLEADED FUEL MAR	R23	1,084.60
88242777	UNLEADED FUEL MAR	R23	226.71
88242777	UNLEADED FUEL MAR	R23	142.06
88242777	UNLEADED FUEL MAR	R23	88.43
88242777	UNLEADED FUEL MAR	R23	506.17
88242777	UNLEADED FUEL MAR	R23	978.55
88242777	UNLEADED FUEL MAR	R23	-132.10
	Check Date 4/26/2023	Total For Check # 115665	7,596.98
WILLOWBROOK FO	ORD INC		
6392102/2	DEALERSHIP DIAG FO	OR POOR DRIVEABILITY #2	170.00
	Check Date 4/26/2023	Total For Check # 115666	170.00
	Total For ALL Checks		238,512.84



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	90,417.66
WATER & SEWER OPERATIONS FUND	600	18,691.40
WATER & SEWER CAPITAL FUND	620	14,341.59
ESCROW FUND	720	108,954.00
PAYROLL REVOLVING FUND	740	5,924.66
LIBRARY OPERATIONS	900	183.53
	TOTALS:	238,512.84

END OF REPORT

AGENDA ITEM # 7b REQUEST FOR BOARD ACTION



Administration

AGENDA SECTION: Consent Agenda - ACA

2023 Village Pay Plans - Full-time, Part-time, Public Services and

Seasonal

MEETING DATE: May 2, 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

SUBJECT:

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

At their meeting April 18, 2023, the Board agreed to move this item forward to the Consent Agenda at their next meeting.

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.

<u>DRAFT</u> VILLAGE OF HINSDALE

2023 PAY SCALE - effective 5/1/23

FULL-TIME EMPLOYEES

NON-UNION

				NON-UNION												
Ol :6: 4:	0	Annual	Exempt	704	Annı		Ann		Hourly			ourly				2 Annual
Classification	Grade	Hours	from OT	Title	Mini	mum	Max	imum	Minimu	ım	Ma	ximum	M	inimum	M	aximum
Management	M145	2080	Υ	Deputy Village Manager	\$	138,477	\$	200,471	•	66.58	\$0	96.38	\$	138,477	\$	200,471
Management	IVITTO	2000	•	Assistant Village Manager/	Ψ	100,411	Ψ	200,477	· ·	00.00	Ψ	30.00	Ψ	100,411	Ψ	200,477
Management	M140	2080	Υ	Director of Finance												
a.iagomon		2000	•	Assistant Village Manager/												
				Director of Public Safety	\$	131,883	\$	190,924	9	63.41	\$9	91.79	\$	131,883	\$	190,924
Management	M135	2080	Υ	Assistant Village Manager	\$	128,736	\$	186,366	\$	61.89	\$8	39.60	\$	125,290	\$	181,378
				Finance Director											-	
				Director of Community Development/	\$	122,297	\$	177,047	\$58.	.80	\$8	35.12	\$	119,024	\$	172,309
Management	M130	2080	Υ	Building Commissioner												
				Director of Public Services												
				Police Chief												
				Fire Chief												
Management	M125	2080	Y	B: (B) (B)	\$	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	Υ	Director of Economic Development	\$	104,856	\$	155,591	1	50.41	\$	74.80	\$	102,050	\$	151,427
				Village Engineer Administration Manager												
				Human Resources Director												
				Assistant Director of Public Services												
				Deputy Police Chief												
				Deputy Fire Chief												
Management	M110	2080	Υ	Assistant Fire Chief	\$	99,612	\$	147,812	9	47.89	\$7	71.06	\$	96,946	\$	143,856
Management	M105	2080	Υ	Assistant Finance Director	\$	91,203		140,422	9	43.85		67.51	\$	88,762	\$	136,664
Ü				Public Services Superintendent	'	,		•					,	ŕ	,	Í
				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												
Managamant	M104	2080	Y	Village Planner	•	70.404	•	400.750		35.33	¢.	52.28	•	70.404	•	400.750
Management	W104	2080	Y	Civil Engineer Human Resources Generalist	\$	73,481	\$	108,752	1	33.33	Э:	02.28	\$	73,481	\$	108,752
				Parks & Recreation Superintendent												
				Senior Accountant												
Management	M103	2080	Y	Management Analyst	\$	66,492	\$	96,007	9	31.97	\$4	46.16	\$	66,492	\$	96,007
			•	Accountant	•	- J, IOE	-	20,007]				,	JU, 102	,	23,007
Management	M101	2080	Y	Administrative Services Analyst	\$	58,237	\$	84,675	\$	28.00	\$	40.71	\$	56,678	\$	82,409
Ŭ				Human Resources/Payroll Specialist	1	•,		,			l .			, ,		,
				Payroll and Benefits Specialist												
				Parks & Recreation Manager												
Management	M100	2080	Υ	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

		Annual	Exempt	NON-ONION	Α	-1	Ann		Hour	ls.	Hou	dse	0000	A	000	0. 4
Classification	Grade	Hours	from OT	Title	Annu Minin			iuai timum	Mini		Maxim	•		Annual nimum		2 Annual aximum
				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	\$	79,262		120,559		38.11		57.96		77,141	\$	117,332
				Village Forester	1	,	,	,	,		,		7	,	,	,
				Village Horticulturist												
				Building Maintenance Supervisor												
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	. , .		,		-, -	ŕ				\$	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	\$	68,763		103,428	\$	35.26		53.04	\$	66,922	\$	100,660
				Code Enforcement Officer												
				Fire Inspector												
				Economic Development &	\$	64,779	\$	94,189	\$	33.22	\$ 4	48.30	\$	63,045	\$	91,668
Non-Management	NM345	1950	N	Communications Specialist												
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	\$ 4	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	\$	52,942	\$	73,646	\$	27.15	\$:	37.77	\$	51,525	\$	71,675
				Administrative Services Coordinator												
				Administrative Secretary												
Non-Management	NM315	1950	N	Account Clerk	\$	50,650	\$	73,646	\$	25.97	\$:	37.77	\$	49,295	\$	71,675
				Records Clerk												
				Secretary												
Non-Management	NM310	1950	N		1								\$	46,455	\$	67,545
Non-Management	NM305	1950	N	Administrative Assistant	\$	46,199	\$	67,049	\$	23.69	\$:	34.38	\$	44,962	\$	65,254
				Community Service Officer							-					
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		1		<u> </u>						\$	42,022	\$	61,101
	111.10.5	2222	.,		<u> </u>						_					
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

		\(\(\)		B		Di	0)/0/	000 DAV	DI ANI		F/4/0	0 4/00/	00			
		Village of	Hinsda	ile - Par 	t-time P	'ay Pian 	CY20)22 PAY 	PLAN	- effecti 	ve 5/1/2	2 - 4/30/ 	23 			
		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%
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
2022 NM 2	KLM Hosts	х	\$15.46	\$15.84	\$16.24	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39	\$19.97	\$20.57	\$21.09	х	х
2022 NM 3	IT Assistant Broadcasting Technician Parking Enforcement Officer	х	х	\$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	Х
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	х
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	х	Х
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	х	х	Х

CURRENT PAY PLAN - CY 2022

		Village of	Hinsda	le - Par	t-time P	ay Plan	CY20	23 DRA	FT PAY	PLAN	- effecti	ve 5/1/2	3 - 4/30/2	24		
		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%
Grade 2023	Title	Upon Hire	1 Year	2 Years	3 Years									12 Years	13 Years	14 Years
NM 2	KLM Hosts	×	\$16.00	\$16.40	\$16.81	\$17.31	\$17.83	\$18.37	\$18.92	\$19.49	\$20.07	\$20.67	\$21.29	\$21.83	×	×
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	Х	х
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	х
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	х
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	х	x	х
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	Х	Х	х

DRAFT PAY PLAN - CY 2023

CURRENT for CY 2022

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

						Effective	5/1/22 - 4/30	0/23							
Step	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 - 4/30/2/

							5/1/23 - 4/30								
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.



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Consent Agenda – ACA

SUBJECT: Agreement with JLD Consulting Group, LLC

MEETING DATE: May 2, 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

At their meeting April 18, 2023, the Board agreed to move this item forward to the Consent Agenda at their next meeting.

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@ildgrp.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 the 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 C	ONSULTING GROUP, LLC
By:	
	John D'Alessandro, President
Dated:	

April 1	2, 2023
Page 6	
By:	
	Kathleen Gargano, Village Manager
Datada	

AGENDA ITEM # 7d REQUEST FOR BOARD ACTION



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: ARPA Drainage Improvements - Construction

MEETING DATE: May 2, 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

At the Board of Trustees meeting on April 18, 2023, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

- 1. ARPA Drainage Bid Tabulation
- 2. ARPA Drainage Contract



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

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F	1R	Gr	e	er

323 Ala	REEN, INC. na Drive nox, IL 60451	GRANT AVE. & CHARLESTON ST. DRAINAGE IMPROVEMENTS							
	5) 462-9324	HE	RGreen						
	Name: Grant Ave. and Charleston St. Drainage Improvements		1010011	Swallow Constr	uction Corporation	Martam Co	nstruction. Inc.	ENGINEERS OP	INION OF PROBABLE
Bid Dat	te: April 3, 2023 en Project No: 220930			490 Top	osoil Drive cago, IL60185		asket Drive , IL 60120	CONSTRU	ICTION COSTS
	er's Opinion of Probable Construction Base Cost - \$581,048.63								
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	Quantity 6	Unit Price \$70.00	Total \$420.00	Unit Price \$310.00	Total \$1,860.00	Unit Price \$ 50.00	Total \$300.00
2	TREE TRUNK PROTECTION	EACH	17	150.00		248.00	\$4,216.00		\$170.00
3	TREE ROOT PRUNING	EACH	200	6.00	\$1,200.00	5.00	\$1,000.00		\$4,000.00
5	SUPPLEMENTAL WATERING REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	UNIT CU YD	25 35	250.00 61.85	\$6,250.00 \$2,164.75	124.00 53.00	\$3,100.00 \$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		\$1,750.00
7	TRENCH BACKFILL	CU YD	310	60.00	\$18,612.00	84.00	\$26,056.80		\$18,614.63
9	PERIMETER EROSION BARRIER INLET FILTERS	FOOT EACH	133 17	6.15 200.00	\$817.95 \$3,400.00	5.00 248.00	\$665.00 \$4,216.00		\$665.00 \$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 12	DETECTABLE WARNINGS DRIVEWAY PAVEMENT REMOVAL	SQ FT SQ YD	10 268	35.50 15.50	\$355.00 \$4,154.00	75.00 19.50	\$750.00 \$5,226.00		\$400.00 \$5,360.00
13	COMBINATION CURB AND GUTTER REMOVAL	FOOT	496	2.00	\$992.00	9.00	\$4,464.00		\$3,968.00
14	SIDEWALK REMOVAL	SQ FT	70	0.50	\$35.00	6.35	\$444.50	\$ 4.00	\$280.00
15 16	END SECTIONS, EQUIVALENT ROUND-SIZE 24" STORM SEWERS, CLASS B, TYPE 1 12"	EACH FOOT	1 223	4,750.00 165.00		1,810.00 95.00	\$1,810.00 \$21,185.00		\$3,000.00 \$15,610.00
17	STORM SEWERS, CLASS B, TYPE 1 12 STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	56	125.00	\$7,000.00	130.00	\$7,280.00		\$5,040.00
18	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	340	135.00	\$45,900.00	110.00	\$37,400.00		\$37,400.00
19	STORM SEWERS, CLASS B, TYPE 1 30" STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND SIZE 24"	FOOT	15 171	450.00 187.50	\$6,750.00 \$32,062.50	240.00 164.00	\$3,600.00 \$28,044.00		\$2,550.00 \$22,230.00
	STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND SIZE 24 STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND SIZE 30"	FOOT	163	197.50	\$32,002.50	195.00	\$31,785.00		\$27,710.00
22	STORM SEWER REMOVAL 12"	FOOT	85	2.00	\$170.00	28.00	\$2,380.00		\$2,125.00
23 24	STORM SEWER REMOVAL 15" STORM SEWER REMOVAL 18"	FOOT FOOT	219 178	2.00	\$438.00 \$356.00	28.00 28.00	\$6,132.00 \$4,984.00		\$6,570.00 \$6,230.00
25	PIPE CULVERT REMOVAL	FOOT	88	9.00	\$792.00	28.00	\$2,464.00		\$17,600.00
26	CONCRETE REMOVAL	CU YD	1	3,550.00	\$2,130.00	1,345.00	\$807.00		\$12.00
27 28	PRECAST CONCRETE BOX CULVERT 7' X 3' BOX CULVERT END SECTIONS	FOOT EACH	38	2,350.00 16,350.00	\$89,300.00 \$32,700.00	1,485.00 12,900.00	\$56,430.00 \$25,800.00		\$49,400.00 \$40,000.00
29	STONE RIPRAP, A1	SQ YD	10	188.00	\$1,880.00	111.00	\$1,110.00		\$600.00
30	STONE RIPRAP, A4	SQ YD	8	230.00	\$1,909.00	245.00	\$2,033.50		\$581.00
31 32	STONE RIPRAP, A5 FILTER FABRIC	SQ YD SQ YD	10 18	210.00 55.50	\$2,100.00 \$1,015.65	417.00 12.00	\$4,170.00 \$219.60		\$800.00 \$366.00
33	WATER VALVES 8"	EACH	1	4,650.00	\$4,650.00	2,995.00	\$2,995.00		\$2,500.00
34	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	2,555.00		4,780.00	\$4,780.00		\$3,000.00
35 36	CATCH BASINS, TYPE A, 4' DIA, TYPE 11 FRAME & GRATE MANHOLES, TYPE A, 4' DIA, TYPE 1 FRAME & GRATE	EACH EACH	2	7,750.00 7,000.00		3,780.00 3,940.00	\$7,560.00 \$7,880.00		\$6,200.00 \$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		\$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		\$19,200.00
39 40	MANHOLES, TYPE A, 6' DIA, TYPE 11 FRAME & GRATE INLETS. TYPE A. TYPE 11 FRAME & GRATE	EACH EACH	3	11,500.00 2,100.00	\$11,500.00 \$6,300.00	9,400.00 1,560.00	\$9,400.00 \$4,680.00		\$6,000.00 \$8,250.00
41	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,750.00		1,400.00	\$1,400.00	, , , , , , , , , , , , , , , , , , , ,	\$2,750.00
	REMOVING MANHOLES	EACH	5	350.00					\$2,500.00
43	REMOVING INLETS COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	EACH FOOT	1 496	150.00 52.00		400.00 44.00	\$400.00 \$21,824.00		\$500.00 \$14,880.00
45	MOBILIZATION	L SUM	1	55,000.00			\$47,000.00		\$15,500.00
	BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQ FT	40	44.00			\$4,840.00		\$3,200.00
47	SODDING, SPECIAL TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	SQ YD L SUM	553 1	32.00 25,000.00			\$13,825.00 \$128,000.00		\$13,825.00 \$15.000.00
49	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	9,500.00			\$13,000.00		\$10,000.00
50	ADJUSTING WATER SERVICE LINES	EACH	4	350.00			\$21,000.00		\$6,000.00
51 52	PVC WATER MAIN, 8 INCH WATER MAIN CASING WITH SPACERS	FOOT FOOT	60 30	350.00 150.00		290.00 370.00	\$17,400.00 \$11,100.00		\$8,400.00 \$3,000.00
53	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	250.00			\$3,000.00		\$15,000.00
54	ADJUSTING SANITARY SERVICE LINES	EACH	4	1,000.00			\$18,000.00		\$4,000.00
55 56	VIDEOTAPING OF SEWERS SANITARY SERVICE RECONNECTION	FOOT EACH	777 4	4.00 1,700.00			\$5,439.00 \$6,400.00		\$4,662.00 \$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			\$79,900.00		\$56,400.00 \$34,430.00
59 60	HMA DRIVEWAY PAVEMENT (SPECIAL) UNDERGROUND UNFORESEEN CONDITIONS	SQ YD LSUM	268 1	100.00 30,000.00			\$15,544.00 \$30,000.00		\$24,120.00 \$30,000.00
				TOTAL BASE	\$777,258.60		\$819,694.40		\$581,048.63
Unit Price	- Bid Alternates - N/A								
<u> </u>	Proposed Amount TOTAL AS READ			TOTAL AS READ	\$ 777 258 60	TOTAL AS READ	\$ 819,694.40		\$581,048.63
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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 <u>2nd</u> day of <u>May</u>, 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. <u>Labor, Equipment, Materials, and Supplies</u>. 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. <u>Permits</u>. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- 3. <u>Bonds and Insurance</u>. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
 - 4. <u>Taxes</u>. Pay all applicable federal, state, and local taxes.

- 5. <u>Miscellaneous</u>. 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. <u>Submittals Required</u>. 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. <u>Time of Submission and Owner's Review</u>. 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. <u>Responsibility for Delay</u>. 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. <u>Termination or Suspension for Convenience</u>. 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. <u>Extensions for Unavoidable Delays</u>. 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. <u>No Compensation for Delays</u>. 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 <u>Inspection; Testing; Correction of Defects</u>

- A. <u>Inspection</u>. 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. <u>Re-Inspection</u>. 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. <u>Correction</u>. 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. <u>Scope of Warranty</u>. 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. <u>Subcontractor and Supplier Warranties</u>. 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 <u>Insurance</u>

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.

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. <u>Payment in Installments</u>. 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. <u>Pay Requests</u>. 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. <u>Work Entire</u>. 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. <u>Notice of Completion</u>. 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. <u>Punch List and Final Acceptance</u>. 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. <u>Final Payment</u>. 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 <u>Liens</u>

- A. <u>Title</u>. 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. <u>Waivers of Lien</u>. 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. <u>Protection of Owner Only</u>. 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. <u>Use of Withheld Funds</u>. 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 <u>Dispute Resolution Procedure</u>

- A. <u>Notice of Disputes and Objections</u>. 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. <u>Negotiation of Disputes and Objections</u>. 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 <u>Assignment</u>

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 <u>Confidential Information</u>

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. <u>Assumption of Costs, Royalties, and Fees</u>. 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.
- 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 <u>Amendments</u>

(SEAL)

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.

Attest/Witness: VILLAGE OF HINSDALE By: By: Kathleen Gargano Village Manager Title: Attest/Witness SWALLOW CONSTRUCTION CORPORATION By: By: Title: _____ STATE OF ILLINOIS) SS) COUNTY OF ______)

CONTRACTOR'S CERTIFICATION

are made on behalf of Contractor, that this deponent is
ments contained herein are true and correct.
rtifies that Contractor is not barred from contracting a result of (i) a violation of either Section 33E-3 of and Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a 107 Public Law 56 (October 26, 2001) (the "Patrio regulations of the United States government and its and offices related to the subject matter of the Patrio e Order 13224 effective September 24, 2001.
, 20 <u>23</u> .
SWALLOW CONSTRUCTION CORPORATION
Ву:
Title:
My Commission Expires:
[SEAL]
1

AGENDA ITEM # 7e REQUEST FOR BOARD ACTION



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: ARPA Drainage Improvements-Construction Observation

MEETING DATE: May 2, 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 available project budget.

Village Board and/or Committee Action

At the Board of Trustees meeting on April 18, 2023, the Board approved the item to be moved to the Consent Agenda.

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 <u>2nd</u> day of <u>May 2023</u>, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and <u>HR Green, Inc.</u> (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

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

Whereas, Engineer submitted a Proposal dated <u>02/14/23</u> 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 <u>HR Green, Inc.</u>, 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 <u>construction observation services for the ARPA Drainage</u> 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 <u>construction observation</u>, <u>project documentation</u>, <u>and related services</u> 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 <u>12/1/23.</u>

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 <u>02/14/23</u>, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to the <u>construction observation</u>, <u>documentation</u>, <u>and related services for the Project.</u> 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.

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. <u>INSURANCE.</u>

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. <u>USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.</u>

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. <u>Sexual Harassment Policy</u>. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the III. Human Rights Act. 775 ILCA 5/1-105, *et.seq*.
- 2. <u>Tax Payments.</u> 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. <u>Public Works Employment Discrimination Act.</u> 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. <u>Illinois Human Rights Act-Equal Opportunity Clause</u>. 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 III. 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 ManagerT. Scott CreechVillage of HinsdaleHR Green, Inc.19 E. Chicago Avenue323 Alana DriveHinsdale, Illinois 60521New 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.

Accept	Accepted this day of 20 <u>23,</u>								
Engine	Engineering Consultant								
Ву:									
	(Printed Name and Title)								
Accept	ed this <u>2nd</u> day of <u>May</u> 20 <u>23,</u>								
The Vi	llage of Hinsdale, Illinois								
Ву:	Kathleen A. Gargano, Village Manager								
Exhibit	A – HR Green, Inc. Proposal dated 02/14/23								



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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Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 1 of 12

THIS **AGREEMENT** is between <u>VILLAGE OF HINSDALE</u> (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, <u>Full-Time</u> 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 <u>Full-Time</u> 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.



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B. Construction Observation

COMPANY will provide <u>Full-time</u> Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. <u>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 <u>Street & Charleston Road Drainage Improvement Project.</u> 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.</u>

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 $\frac{1}{2}$ " 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,



Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 3 of 12

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*



Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 4 of 12

*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.



Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 5 of 12

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	
	Contra	ect 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.



Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 6 of 12

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



Professional Services Agreement Hinsdale – Grant & Charleston Drainage Project Construction Observation (Full-Time) HR Green Job No.: 2302156 February 14, 2023 Page 7 of 12

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



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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



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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 subconsultants 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 noncontributory 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



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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 subconsultants 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;



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- 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.



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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, P.E., Pr Approved by: Printed/Typed Name:	roject Manager Andrew Mrowicki, P.E.	vil:	
Title: <u>President</u>		Date:	2/14/2023
VILLAGE OF HINSDAI Accepted by: Printed/Typed Name: Title:	LE 	 Date:	

AGENDA ITEM #_7f___ REQUEST FOR BOARD ACTION



Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: 2023 Resurfacing Program - Construction

MEETING DATE: May 2, 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

2400 214 2004110110										
Street	From	То								
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 Dr									

Alternate Bid Locations

Street	From	То						
Second Street	Grant Street	Lincoln Street						
Third Street	Vine Street	Grant Street						
Parking Lot	Veeck Park (near 701	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	\$ 880,0	\$ 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

At the Board of Trustees meeting on April 18, 2023, the Board approved the item to be moved to the Consent Agenda.

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

HRGreen

HINSDALE 2023 RESURFACING PROGRAM

Project Name: Village of Hinsdale 2023 Resurfacing Program

Project Name: Village of Hinsdale 2023 Resurfacing Program								Alama Cananda Cantrastana Bushisar Asabalt Basina Cantrastana Cant						ENCINEEDS OPINION OF		
Section No.: N/A			Schroeder Asphalt Services, Inc.		Builders Paving, LLC.		Chicagoland Paving Contractors Inc.		Alamp Concrete Contractors, Inc.		tors, Brothers Asphalt Paving, Inc.		, G&M Cement Construction Co.		ENGINEERS OPINION OF PROBABLE CONSTRUCTION	
Bid Date: April 3, 2023				ox 831	4401 Roos	sevelt Road	225 Tels			nt Bpulevard					COS	
HR Green Project No: 2202183			_	IL 60142		IL 60162	Lake Zuric			rg, IL 60193	Addison		Addison.		000	10
Engineer's Opinion of Probable Construction Base Cost - \$901,018.60			Training	12 00142	Tilliside	12 00 102	Luke Luite		Condumba	19, 12 00 100	Addison		Addison,	12 00101		
Engineer's Opinion of Probable Construction Add Alt. Cost - \$299,951.50	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			\$2.50		\$3.00	\$41,970.00		
4 BITUMINOUS MATERIALS (PRIME COAT)	POUNDS	37,776	0.30	\$11,332.80	0.01	\$377.76	\$0.01	\$377.76		\$377.76	\$0.20		\$0.01	\$377.76		
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		\$88,200.00	\$120.00		\$125.00	\$78,750.00		\$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	, ,			\$90.00	,,	\$95.00	\$115,900.00		
7 CLASS "C" PATCHES, 6"	SQ YD	75	132.00	\$9,900.00	120.00	\$9,000.00	\$120.00	\$9,000.00		\$9,000.00	\$147.00	\$11,025.00	\$120.00	\$9,000.00		\$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		\$72,495.00	\$80.00		\$65.00	\$104,715.00		
9 CURB REMOVAL	FOOT	129	11.00	\$1,419.00	10.00	\$1,290.00	\$10.00	\$1,290.00		\$774.00	\$8.93		\$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		\$4,515.00	\$42.00	\$5,418.00	\$40.00	\$5,160.00		\$3,870.00
11 COMB. CURB & GUTTER REMOVAL	FOOT	4,502 2,375	8.80	\$39,617.60	8.00	\$36,016.00	\$4.50	\$20,259.00			\$7.35		\$6.00	\$27,012.00		
12 COMB. CURB & GUTTER B6.12 13 COMB. CURB & GUTTER B9.12	FOOT FOOT	46	35.20 39.60	\$83,600.00 \$1,821.60	32.00 36.00	\$76,000.00 \$1,656.00	\$40.50 \$47.25	\$96,187.50 \$2,173.50		\$80,750.00 \$1,610.00	\$34.65 \$42.00	\$82,293.75 \$1,932.00	\$33.00 \$40.00	\$78,375.00 \$1,840.00	<u> </u>	\$71,250.00 \$1,610.00
13 COMB. CURB & GUTTER B9.12 14 COMB. CURB & GUTTER B6.15	FOOT	2,081	39.05	\$81,263.05	35.50	\$73,875.50	\$41.50	\$86,361.50		\$82,199.50	\$36.75		\$35.00	\$72,835.00	<u> </u>	
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	<u> </u>	\$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			\$10.50	\$30,985.50	\$10.00	\$29,510.00		\$44,265.00
17 BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQFT	0	15.00	\$0.00	25.00	\$0.00	\$25.00	\$0.00		\$0.00	\$12.60		\$30.00	\$0.00		\$0.00
18 DETECTABLE WARNING	SQFT	112	38.50	\$4,312.00	35.00	\$3,920.00	\$42.00	\$4,704.00			\$52.50	\$5,880.00	\$40.00	\$4,480.00		\$4,480.00
19 INLET FILTERS	EACH	47	165.00	\$7,755.00	282.00	\$13,254.00	\$300.00			\$705.00	\$296.10	\$13,916.70	\$190.00	\$8,930.00		\$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		\$43,875.00	\$897.75	\$58,353.75	\$650.00	\$42,250.00	<u> </u>	\$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		\$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		\$13,113.00	\$50.00	\$13,950.00	\$55.00	\$15,345.00		\$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		\$32,300.00	\$115.50	\$43,890.00	\$105.00	\$39,900.00		\$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		\$8,910.00	\$105.00		\$240.00	\$19,440.00		\$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		\$330.00	\$9.71	\$320.43	\$25.00	\$825.00	<u> </u>	\$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			\$1.58		\$6.00	\$9,570.00		\$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			\$4.73		\$25.00	\$5,500.00		\$2,640.00
30 THPL PAVEMENT MARKING - LINE 24"	FOOT	76	13.00	\$988.00	11.00	\$836.00	\$8.25	\$627.00		\$912.00	\$9.71	\$737.96	\$39.00	\$2,964.00		\$1,520.00
31 SODDING (SPECIAL) 32 TREE ROOT PRUNING	SQ YD FOOT	1,506 600	16.50 11.00	\$24,849.00 \$6,600.00	14.00 20.00	\$21,084.00 \$12,000.00	\$25.00 \$5.00	\$37,650.00 \$3,000.00		\$25,602.00 \$600.00	\$15.75 \$7.00	\$23,719.50 \$4,200.00	\$22.00 \$10.00	\$33,132.00 \$6,000.00	<u> </u>	\$36,144.00 \$12,000.00
32 TREE ROOT PRUNING 33 DRAIN CONNECTIONS	EACH	6	1,350.00	\$8,100.00	809.00	\$4,854.00	\$850.00	\$5,000.00	4,000.00	\$24,000.00	\$849.45	\$5,096.70	\$4,000.00	\$24,000.00	<u> </u>	\$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
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	- : '		\$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
			TOTAL BASE		TOTAL BASE		TOTAL BASE		TOTAL BASE		TOTAL BASE		TOTAL BASE		TOTAL BASE	\$901,018.6
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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			\$7.00		\$8.00	\$456.00		
2 HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD		1.90		3.50			\$19,892.50				\$19,892.50	\$3.00			
3 BITUMINOUS MATERIALS (PRIME COAT)	POUNDS		0.30	\$6,445.50	0.01	\$214.85	\$0.01	\$214.85			\$0.20		\$0.01	\$214.85		
4 HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50, 3/4"	TON	350	120.00		113.00		\$100.00					\$42,000.00	\$125.00		<u> </u>	
5 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 1 1/2"	TON	680	94.00		94.00		\$100.00					\$61,200.00	\$95.00	\$64,600.00		
6 CLASS "D" PATCHES, 6"	SQ YD	803	46.00		42.00		\$42.00				\$80.00		\$65.00	\$52,195.00		
7 CURB REMOVAL	FOOT	50	11.00	\$550.00	10.00	\$500.00	\$10.00				\$8.93		\$8.00	\$400.00		
8 CONCRETE CURB, TYPE B	FOOT	50 328	38.50	\$1,925.00	35.00	\$1,750.00	\$47.25				\$42.00		\$40.00	\$2,000.00		
9 COMB. CURB & GUTTER REMOVAL 10 COMB. CURB & GUTTER B6.12	FOOT	328	8.80 35.20	\$2,886.40 \$11,545.60	8.00 32.00	\$2,624.00 \$10,496.00	\$4.50 \$40.50				\$7.35 \$34.65	\$2,410.80 \$11,365.20	\$6.00 \$33.00	\$1,968.00 \$10,824.00		
10 COMB. CURB & GUTTER B6.12 11 SIDEWALK REMOVAL	FOOT SQ FT	750	1.93		1.75		\$40.50				\$34.05		\$33.00	\$10,824.00		
12 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	750	8.25	· · ·	7.50	\$5,625.00	\$10.25				\$10.50		\$10.00	\$7,500.00		
13 BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	SQ FT	60	15.00	\$900.00	25.00	\$1,500.00	\$25.00				\$10.50		\$30.00	\$1,800.00		
14 DETECTABLE WARNING	SQ FT	64	38.50		35.00	\$2,240.00	\$42.00				\$52.50		\$40.00	\$2,560.00		
15 INLET FILTERS	EACH	15	165.00	\$2,475.00	282.00	\$4,230.00	\$300.00				\$296.10		\$190.00	\$2,850.00		
16 FRAMES AND LIDS TO BE ADJUSTED	EACH	11	950.00		855.00	\$9,405.00	\$900.00				\$897.75		\$650.00	\$7,150.00		
17 FRAMES AND LIDS TO BE REPLACED	EACH	2	650.00		802.00	\$1,604.00	\$850.00				\$842.10		\$700.00	\$1,400.00		
18 DRIVEWAY PAVEMENT REMOVAL	SQ YD	96	16.50	. ,	20.00	\$1,920.00	\$10.00				\$31.50		\$18.00	\$1,728.00		
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		\$105.00	\$10,080.00		
20 THPL PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	37	10.00	\$370.00	9.00	\$333.00	\$7.00	\$259.00	10.00		\$9.71		\$25.00	\$925.00		
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21	THPL PAVEMENT MARKING - LINE 4"	FOOT	2,825	1.50	\$4,237.50	1.35	\$3,813.75	\$3.00	\$8,475.00		\$4,237.50		\$4,463.50	\$6.00	\$16,950.00	\$ 6.00	
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	I/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 <u>2nd</u> day of <u>May</u>, 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. <u>Labor, Equipment, Materials, and Supplies</u>. 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. <u>Permits</u>. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- 3. <u>Bonds and Insurance</u>. 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. <u>Miscellaneous</u>. 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 <u>Commencement and Completion Dates</u>

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 $\underline{N/A}$ Calendar Days. The Work shall be completed no later than July 14, 2023.

1.3 Required Submittals

- A. <u>Submittals Required</u>. 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. <u>Time of Submission and Owner's Review</u>. 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. <u>Responsibility for Delay</u>. 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. <u>Termination or Suspension for Convenience</u>. 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. <u>Extensions for Unavoidable Delays</u>. 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. <u>No Compensation for Delays</u>. 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 <u>Inspection; Testing; Correction of Defects</u>

- A. <u>Inspection</u>. 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. <u>Re-Inspection</u>. 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. <u>Correction</u>. 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. <u>Scope of Warranty</u>. 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. <u>Subcontractor and Supplier Warranties</u>. 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 <u>Insurance</u>

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 <u>Indemnification</u>

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.

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. <u>Payment in Installments</u>. 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. <u>Pay Requests</u>. 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. <u>Work Entire</u>. 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. <u>Notice of Completion</u>. 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. <u>Punch List and Final Acceptance</u>. 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. <u>Final Payment</u>. 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 <u>Liens</u>

- A. <u>Title</u>. 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. <u>Waivers of Lien</u>. 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. <u>Removal of Liens</u>. 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. <u>Protection of Owner Only.</u> 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. <u>Use of Withheld Funds</u>. 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 <u>Dispute Resolution Procedure</u>

- A. <u>Notice of Disputes and Objections</u>. 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. <u>Negotiation of Disputes and Objections</u>. 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 <u>Assignment</u>

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 <u>Confidential Information</u>

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. <u>Assumption of Costs, Royalties, and Fees</u>. 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.
- 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 <u>Amendments</u>

(SEAL)

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.

Attest/Witness: VILLAGE OF HINSDALE By: By: Kathleen Gargano Village Manager Title: Attest/Witness SCHROEDER ASPHALT SERVICES, INC. By: By: Title: _____ STATE OF ILLINOIS) SS) COUNTY OF ______)

CONTRACTOR'S CERTIFICATION

	, being first duly sworn on oath, deposes made are made on behalf of Contractor, that this deponent is
authorized to make them, and that the	ne statements contained herein are true and correct.
with a unit of state or local govern Section 33E-4 of Article 33E of the violation of the USA Patriot Act o Act") or other statutes, orders, rule various executive departments, age	and certifies that Contractor is not barred from contracting ment as a result of (i) a violation of either Section 33E-3 of a Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a f 2001, 107 Public Law 56 (October 26, 2001) (the "Patrioes, and regulations of the United States government and its noise and offices related to the subject matter of the Patrioexecutive Order 13224 effective September 24, 2001.
DATED this day of	, 20 <u>23</u> .
Attest/Witness:	SCHROEDER ASPHALT SERVICES, INC.
By:	By:
Title:	Title:
Subscribed and Sworn to	My Commission Expires:
before me this day	
of, 20 <u>23</u> .	
	[SEAL]

AGENDA ITEM # 7g



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: 2023 Sidewalk Cutting Program

MEETING DATE: May 2, 2023

FROM: Rich Roehn, Superintendent of Public Services

Recommended Motion

Award the 2023 Sidewalk Cutting Program to Murphy Construction Services in the amount not to exceed \$70,000.00.

Background

For a variety of reasons including age, temperature changes, settling, and tree roots, sidewalks can become uneven and create tripping hazards. The Village annually removes and replaces sidewalk hazards through the 50/50 sidewalk replacement program. Sidewalk cutting is a cost-effective alternative to removing and replacing sidewalks that have become tripping hazards. The sidewalk cutting process involves using a blade to remove the tripping hazard. Uneven gaps are evened out and made to have a 1:12 slope ratio, which is in accordance with Americans with Disabilities Act (ADA) standards.

In the fall of 2022, the Village conducted a pilot sidewalk cutting program with a \$15,000 budget. Under this pilot program, repairs were made to 185 sidewalk squares in Zone 1 (see attached sidewalk repair zone map), which focused on areas near schools and the hospital. Sidewalks with discontinuities ranging from 0.5"-2.0" can be repaired using this method. Discontinuities greater than 2.0" will be reported to the Village to include in the removal and replacement program. Public Services staff were satisfied with results of the sidewalk cutting program and included funding in the MIP to expand the program in 2023. This year's program will focus on repairs in Zone 2.

Discussion & Recommendation

On April 12, 2023, the Village received one bid for the 2023 Sidewalk Cutting Program. The lowest responsible bidder was Murphy Construction Services (MCS) out of Burr Ridge.

Murphy Construction Services \$ 48,500.00

The bid amount above is based on an estimated quantity of 1,000 cuts, which results in a cost of \$48.50 per cut. While the Village only received one bid, this is specialized work with very few contractors in the market. For comparison purposes, the cost per cut for last year's pilot program was around \$80 per cut. The price for the 2022 removal and replacement program was about \$230 per sidewalk square. As such, sidewalk cutting enables the Village to extend the life of its sidewalks for about 1/5th the cost of removing and replacing.



MCS has provided similar services for the Villages of Downers Grove, Morton Grove, and Wilmette. Public Services staff has worked with MCS on smaller repairs in the past and was satisfied with their work. Staff recommends awarding this contract to MCS and adjusting the quantities up to the budgeted amount.

Budget Impact

The Village has budgeted \$70,000 (4505-7921) for the Sidewalk Cutting Program. This bid is designed to establish fixed unit costs per sidewalk cut. Based on the prices received, staff will be able to adjust the amount of sidewalk cuts performed to stay under the budgeted amount.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2023 budget, is under budget, and is less than \$100,000.

Documents Attached

- 1. Murphy Construction Services Bid Proposal
- 2. Sidewalk Repair Zones Map

SCHEDULE OF PRICES

Village of Hinsdale, Illinois

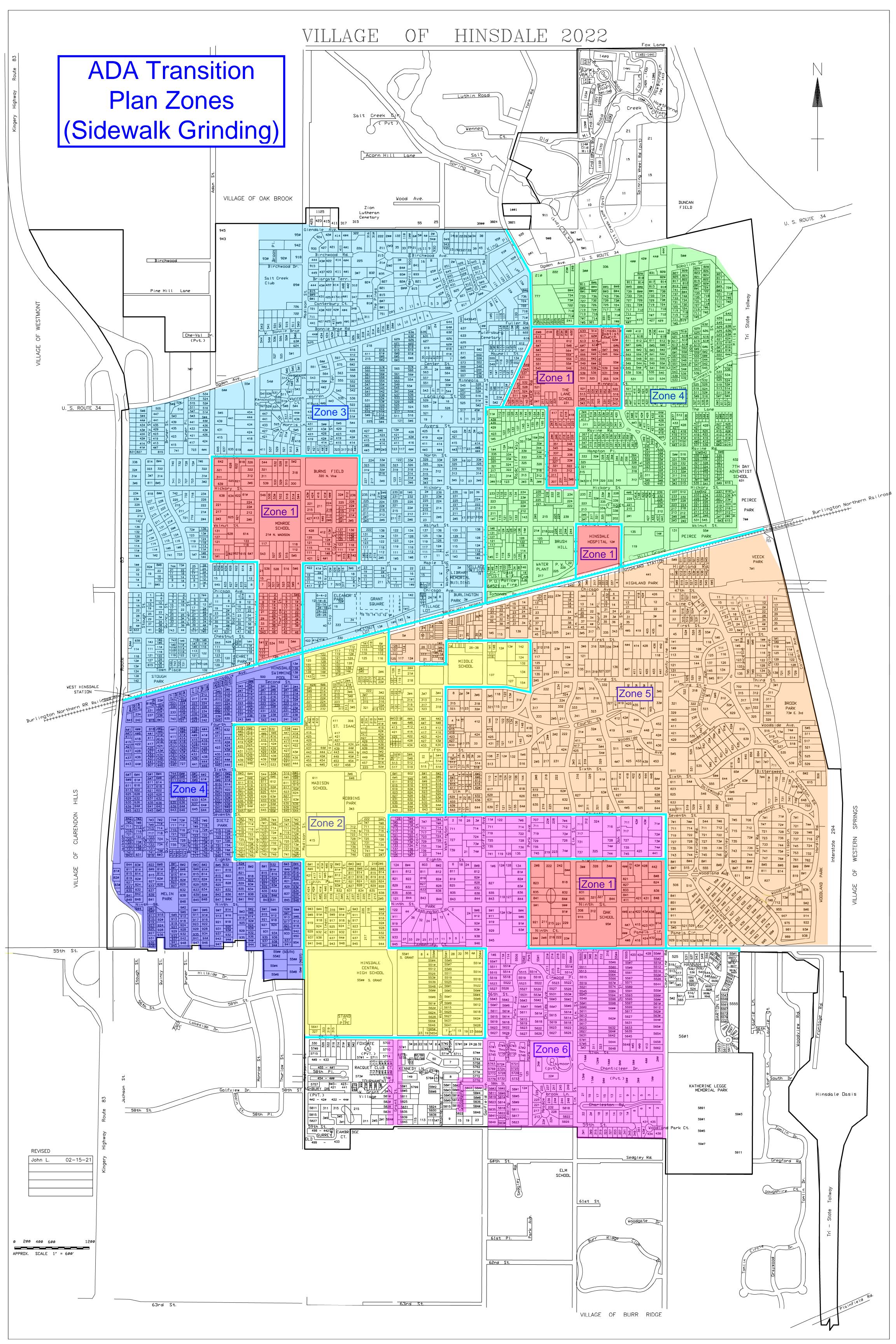
Company Name: Murphy Construction Services, LLC	
Address:16W273 83rd St., Suite D	PROJECT 2023 SIDEWALK SAWING
City, State, Zip Code: Burr Ridge< IL 60527	PROGRAM BID # 1703

Item No.	Hinsdale (Zone 2) Sidewalk Vertical Discontinuity	ЕАСН	Estimated Quantity	Unit Price	Extended Price
1	Sidewalk Vertical Surface Discontinuities of 0.5" - 1.0"	Square	500	\$45.00	\$ 22,500.00
2	Sidewalk Vertical Surface Discontinuities of 1.0" – 1.5"	Square	300	\$50.00	\$15,000.00
3	Sidewalk Vertical Surface Discontinuities of 1.5" – 2.0"	Square	200	\$55.00	\$11,000.00
	TOTAL		1000	\$	\$48,500.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the	contents of this solicitation and agree to furnish at the prices
shown any or all of the items above, subject to all instructions, conditions, s	pecifications and attachments hereto. Failure to have read all the
provisions of this solicitation shall not be cause to alter any resulting con	
signing this bid document, the bidder hereby certifies that they are not be	arred from bidding on this contract as a result of a violation of
either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amen	
Authorized Signature: Company N Typed/Printed Name: Jason Gran Date: 4 Title: Project Manager Telephone N	ame: Murphy Construction Services
Type at Time a Traine.	
Title: No jest Manager Telephone N	(umber: 771-531-1698
E-mail: jquerir Cmurphy - construction "	V In-





REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second Reading – ZPS

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: May 2, 2023

FROM: Bethany Salmon, Village Planner

Recommended Motion

SUBJECT:

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			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.

REQUEST FOR BOARD ACTION



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.

<u>Front Entrance Ramp and Stair Case</u> - 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.

<u>Parking</u> - 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.

<u>Loading Space</u> - 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.

REQUEST FOR BOARD ACTION



<u>Signage</u> - 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.

<u>Landscaping</u> - 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.

<u>Dumpster Enclosure / Screening</u> - 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.

<u>Lighting</u> - 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.

<u>Building Elevations</u> - 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.
- <u>East / Side Elevation</u> 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

On April 18, 2023, the project was reviewed at a First Reading by the Village Board. Dave Mitchell representing Normandy Remodeling, provided an overview of the proposed changes and answered questions from Trustees.

When asked about changes to rooftop screening, Mr. Mitchell noted that the height of the screening panels has slightly increased, but will be substantially setback from the front of the building to reduce visibility from Ogden Avenue. The existing mechanical units are located in the basement of the building and there are currently no mechanicals on the roof. The former plans included two separate rooftop screening areas, but have been reduced to one with the reduction to the size of the rear addition. There was a brief discussion over the painted white brick and horizontal siding to be used on the front entrance feature.

There was a discussion over recent landscaping issues for other projects along Ogden Avenue, particularly where sites abut residential, where applicants have not properly maintained approved

REQUEST FOR BOARD ACTION



landscaping or have installed different landscaping than what was approved. Mr. McGinnis stated that staff is working on a text amendment to strengthen screening requirements where properties abut residential and are working with property owners. Staff noted that an applicant is required to submit an application for a Major Adjustment for substantial changes to an approved landscape plan.

A Trustee recommended that the applicant look at enhancing the landscaping bed along Ogden Avenue with salt tolerant plants that complement other landscaping on nearby properties, such as grasses and ornamental plants. Mr. Mitchell provided a brief overview of the proposed plans, noting the landscape bed adjacent to the sidewalk is very narrow and they would want to look at appropriate plant heights to not cause visibility issues for turning vehicles. A Trustee recommended that they look at the newer plantings at the BP on Ogden Avenue. Mr. Mitchell confirmed they would work with their landscape architect and will provide revised plans for the Board to review.

No public comments were provided at the meeting. Trustees indicated that the proposed Major Adjustment did not need to be referred to the Plan Commission for further review subject to providing a revised landscape plan that addressed the recommendations from Trustees at the meeting. The Village Board moved the item forward for a Second Reading.

The applicant has submitted a revised landscape plan to address the comments provided by Trustees. Changes are proposed to the plant material in the narrow landscape bed along Ogden Avenue. Low Gro Sumac (RG), Kallays Compact Pfitzer Juniper (JK), and Little Devil Ninebark (PD) have been replaced with Feather Reed Grasses (CK) in 1 gallon pots and Dwarf Korean Lilac Bushes (SM) that will be 2 feet tall at time of planting.

Documents Attached

- 1. Landscape Plan Presented at the April 18, 2023 Board Meeting
- 2. Revised Landscape Plan Presented at May 2, 2023 Board Meeting
- 3. Ordinance & Exhibits
 - Exhibit A Legal Description
 - Exhibit B Revised Exterior Appearance and Site Plans Showing the Proposed Modifications

<u>Previous Attachments</u>: The following related materials for this case were provided for the Board of Trustees on April 18, 2023, and are available on the Village website at the following link: https://cms4files.revize.com/hinsdaleil/VBOT%2023%2004%2018%20Packet%20Final.pdf

- 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



LOCATION MAP

SCALE: 1"=300'

PLANTING DETAILS

ROOT CROWN. SET ROOT BALL 3-6" HIGHER THAN FINISHED GRADE. -2" SHREDDED HARDWOOD SAUCER AROUND OUTSIDE. -FINISHED GRADE EXISTING SUBGRADE

DECIDUOUS AND EVERGREEN SHRUBS

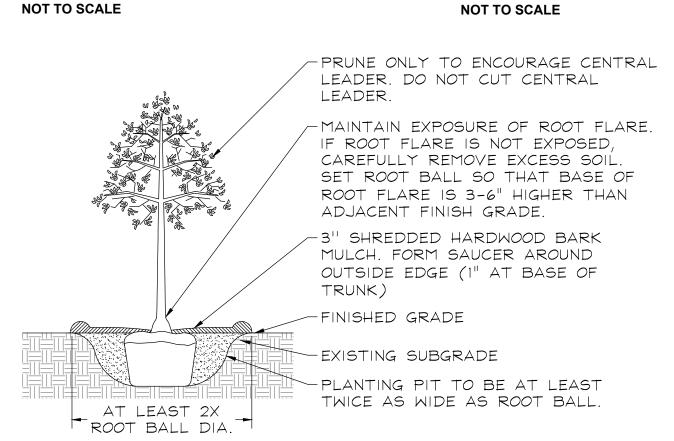
DECIDUOUS TREES

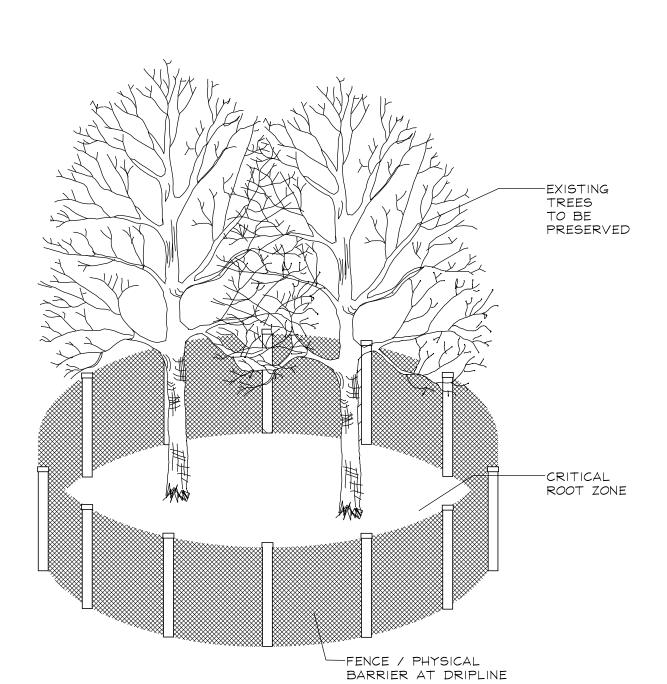
(NOT TO SCALE)
SEE NOTES

NOT TO SCALE

SHREDDED HARDWOOD BARK MULCH EXISTING SUBGRADE

PERENNIALS AND GROUNDCOVERS **NOT TO SCALE**





TREE PRESERVATION DETAIL

LEGEND

TREE PRESERVATION PLAN TREE TO BE PRESERVED SCALE: 1"=20' NORTH TREE TO BE REMOVED

TREE INVENTORY DATE: 9/12/2022 PROJECT NAME: Normandy Remodeling CLIENT: The Interior Design Group GRWA PROJECT NUMBER: IDG2202

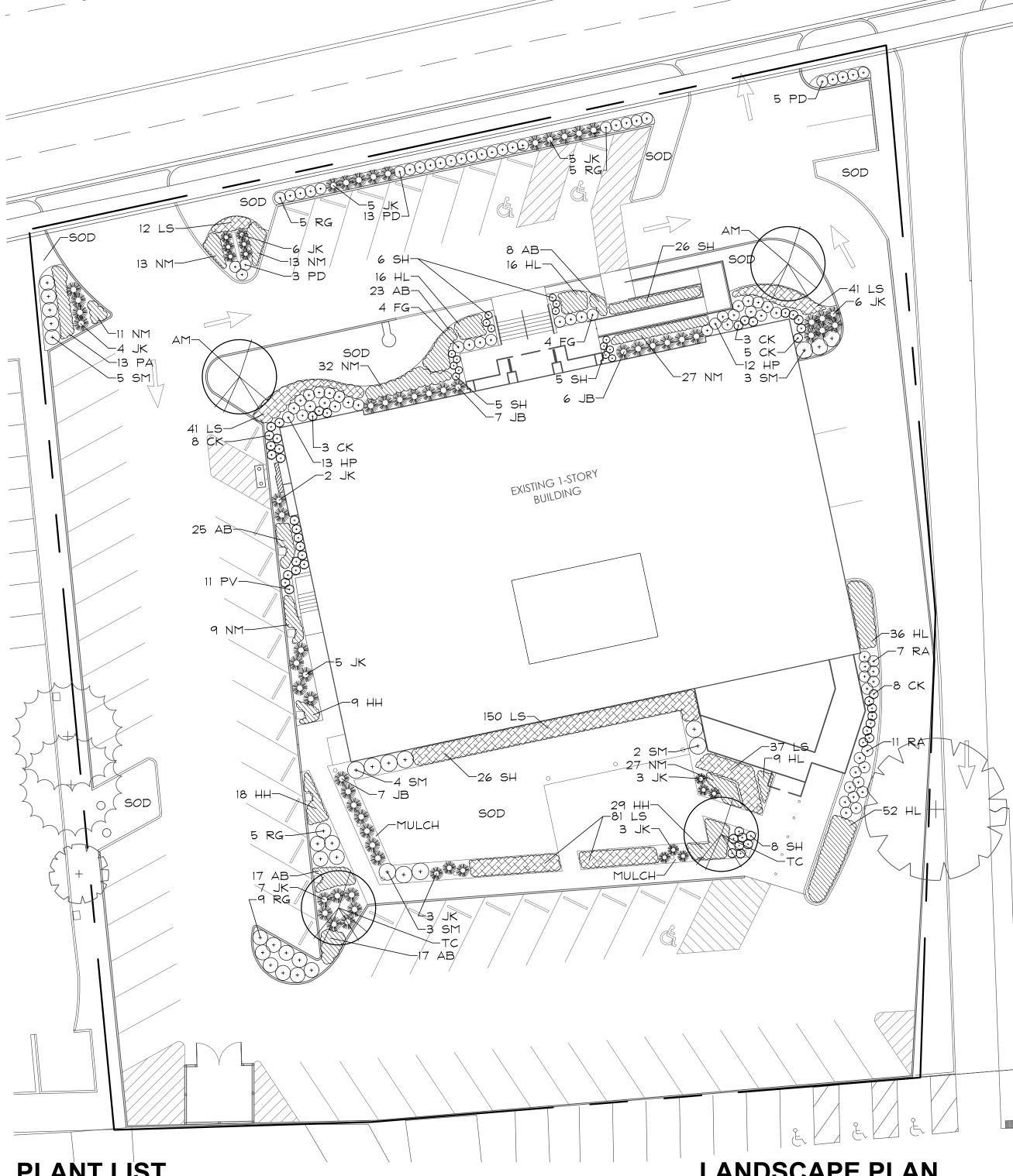
1) Trees measured at 4.5 above the ground - DBH (diameter Breast Height) 2) All trees 8" DBH and above tagged. Shrubs were not tagged.

3) Health Rating: Less than 10% dead wood, typical growth for species, no observed defects Less than 20% dead wood, minor defects, sound structure, no decay Good to Fair Less than 30% dead wood, minor crown die-back, minor trunk damage or cavities Approximately 30-50% dead wood, lacking full crown, minor disase evidence, trunk damage Over 50% dead wood, lacking full crown, disease or decay evident, structural damage/cavities 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

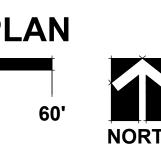
TREE			DBH			PROPOSED	
NO.	SCIENTIFIC NAME	COMMON NAME	(inches)	DESCRIPTION	RATING	ACTION	NOTES
1	Acer ginnala	Amure Maple	13	Poor	5	Remove	Split Risk, Strong Lean, Decayed Limbs
2	Ulmus pumila	Siberian Elm	24	Fair	3	Preserve	Lean, Split Risk
3	Acer saccharum	Sugar Maple	13	Excellent	1	Remove	
4	Maus 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 strob us	Eastern White Pine	15	Good	2	Preserve	
8	Pinus strob us	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 Remarks SHADE TREES Acer miyabei 'Morton' STATE STREET MAPLE 3" Cal. Tilia cordata 'Greenspire' 3" Cal. GREENSPIRE LITTLELEAF LINDEN DECIDUOUS SHRUBS 24" Tall Hydrangea paniculata 'SMHPLQF' 3' O.C. LÍTTLE QUÍCK FIRE HYDRANGEA Fothergilla gardenii 3' O.C. DWARF FOTHERGILLA Physocarpus opulifolius 'Donna May' 24" Tall LITTLE DEVIL NINEBARK 4' O.C. Rhus aromatica 'Gro-low' 24" Wide GRO-LOW SUMAC Ribes alpinum 'Greenmound' 24" Wide 3' O.C. GREENMOUND ALPINE CURRANT 4' O.C. Syringa meyeri 'Palabin' DWARF KOREAN LILAC EVERGREEN SHRUBS Juniperus conferta 'Blue Pacific' 24" Wide BLUE PACIFIC JUNIPER Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER ORNAMENTAL GRASSES Calamagrostis x acutiflora 'Karl Foerster' #1 30" O.C. FEATHER REED GRASS Panicum virgatum 'Heavy Metal' 24" O.C. HEAVY METAL SWITCHGRASS 24" O.C. Sporobolus heterolepis PRAIRIE DROPSEED PERENNIALS Allium 'Summer Beauty' SUMMER BEAUTY ONION 18" O.C. Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY Hemerocallis 'Little Wine Cup' 18" O.C. LITTLE WINE CUP DAYLILY Nepeta racemosa 'Walker's Low' 18" O.C. WALKER'S LOW CATMINT 24" O.C. Perovskia atriplicifolia RUSSIAN SAGE GROUNDCOVERS #SP4 18" O.C. Liriope spicata CREEPING LILYTURF MISC. MATERIALS SHREDDED HARDWOOD MULCH 618 SOD S.Y.

LANDSCAPE PLAN SCALE: 1"=20'



GENERAL NOTES

- 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
- 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.

Landscape Plan Submitted for the Board of Trustees Meeting on April 18, 2023



ASSOCIATES, INC

PHONE: 630-668-7197

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

PER VILLAGE BOARD 4.18.2023 MEETING 3.01.2023 2.10.2023 3 FOR PERMIT 9.27.2022 5.05.2022 4.08.2022

DATE 3.16.2022 **PROJECT NO** IDG2202 DRAWN CHECKED



REVISIONS



LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- 1. The establishment of trees, shrubs, perennial, annual, native, and lawn areas as
- shown on Landscape Plan; 2. The provision of post-planting management as specified herein; 3. Any remedial operations necessary in conformance with the plans as specified in this 4. Permits which may be required.

1.2 QUALITY ASSURANCE

A. Work shall conform to State of Illinois Horticultural Standards and local municipal

- B. Quality Control Procedures:

1. Ship landscape materials with certificates of inspection as required by governmental

- authorities. Comply with governing regulations applicable to landscape materials. 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent
- 3. Analysis and Standards: Package standard products with manufacturer's certified

1.3 SUBMITTALS A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type

B. Maintenance Instruction – Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request. 1.4 JOB CONDITIONS

A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an

- acceptable manner. B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability
- for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property. C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before
- 1.5 GUARANTEES A. Guarantee seeded and sodded areas through the specified maintenance period and until
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.
- C. Native Planting Area Performance Criteria

final acceptance.

- 1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.
- 2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive
- 3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Non-native/ Invasive species for this project shall include but are not limited to the following: Ambrosia artemisiifolia \$ trifida (Common \$ Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus Iaciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmides australis (Giant Reed), Polygonum cuspidatum (Fallopia japonica) (Japanese Knotweed), Rhamnus cathardica \$ frangula (Common \$ Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail).
- At least 90% of all woody vegetation planted within the boundaries of naturalized basins shall be alive and in healthy condition at the end of each growing season.

LANDSCAPE WORK PART 2 - PLANT MATERIALS 2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty. 2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Permanent Turf Seed Mixture 5 lbs./1,000 sq. ft.
- 50% Kentucky Bluegrass 98/85 15% Cutter Perennial Ryegrass
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- Temporary Turf Seed Mixture 114 lbs./AC 44% Perennial Ryegrass 56% Seed Oats

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

- 2.5 TREES AND SHRUBS A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and
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- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B\$B) evergreen trees and containerized shrubs. F. Inspection: All plants shall be subject to inspection and review at the place of growth
- or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C. 2.7 EROSION CONTROL

A. Erosion Control Blanket: North American Green S150, or equivalent approved equal. 2.8 MULCH

approval prior to ordering materials. LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for

3.2 PLANTINGS

- A. Sodding New Lawns
 - 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
 - 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 - 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10
 - lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8. 4. Lay sod within 24 hours from time of stripping.
 - 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
 - 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.

- 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread
- and mixed into the soil to a depth of 1" inches. 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or
- storage. 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing
- 6. Sow not less than specified rate.

exposed root flare at all times.

7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray. E. Groundcover and Perennial Beds

equal quantity in two directions at right angles to each other.

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- 1. Set balled and burlapped (B\$B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- 3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain
- 4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural
- character in accordance with standard horticultural practices. 5. Remove and replace excessively pruned or ill-formed stock resulting from improper
- 6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare
- C. Native Planting areas are to be mowed only once per spring during the initial three-year establishment period.
- 3.5 CLEAN UP AND PROTECTION
- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

GARY R. WEBER

ASSOCIATES, INC

LAND PLANNING

ECOLOGICAL CONSULTING

LANDSCAPE ARCHITECTURI

402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187

PHONE: 630-668-7197

www.grwainc.com

THE INTERIOR DESIGN

GROUP LTD.

750 WARRENVILLE ROAD, SUITE 103

LISLE, ILLINOIS 60532



PER VILLAGE BOARD 4.18.2023

MEETING 2.10.2023 3 FOR PERMIT 9.27.2022 5.05.2022 4.08.2022 **REVISIONS**

DATE 3.16.2022





LOCATION MAP

SCALE: 1"=300'



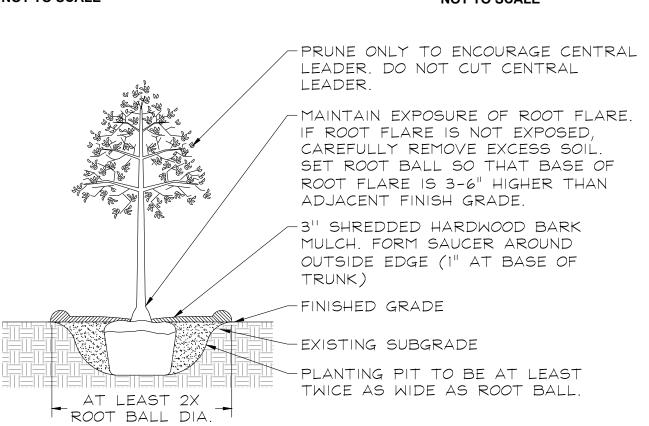
PLANTING DETAILS

ROOT CROWN. SET ROOT BALL 3-6" HIGHER THAN FINISHED GRADE. -2" SHREDDED HARDWOOD SAUCER AROUND OUTSIDE. FINISHED GRADE EXISTING SUBGRADE

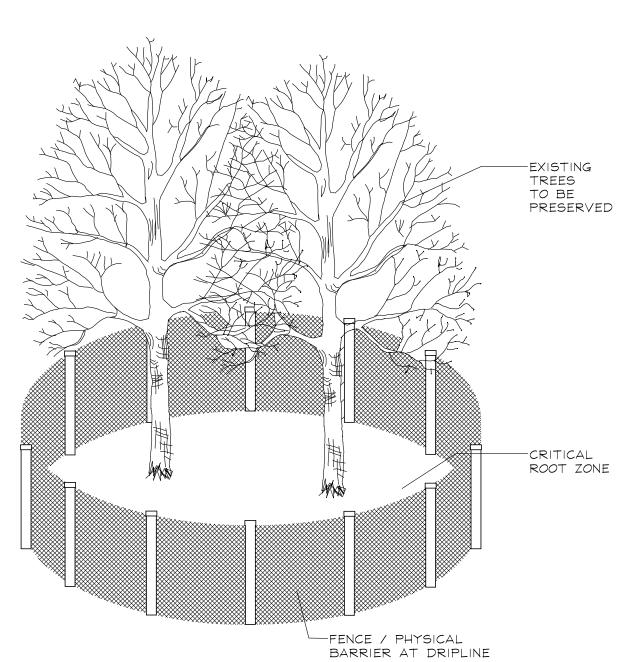
2" SHREDDED HARDWOOD BARK MULCH EXISTING SUBGRADE

DECIDUOUS AND EVERGREEN SHRUBS NOT TO SCALE

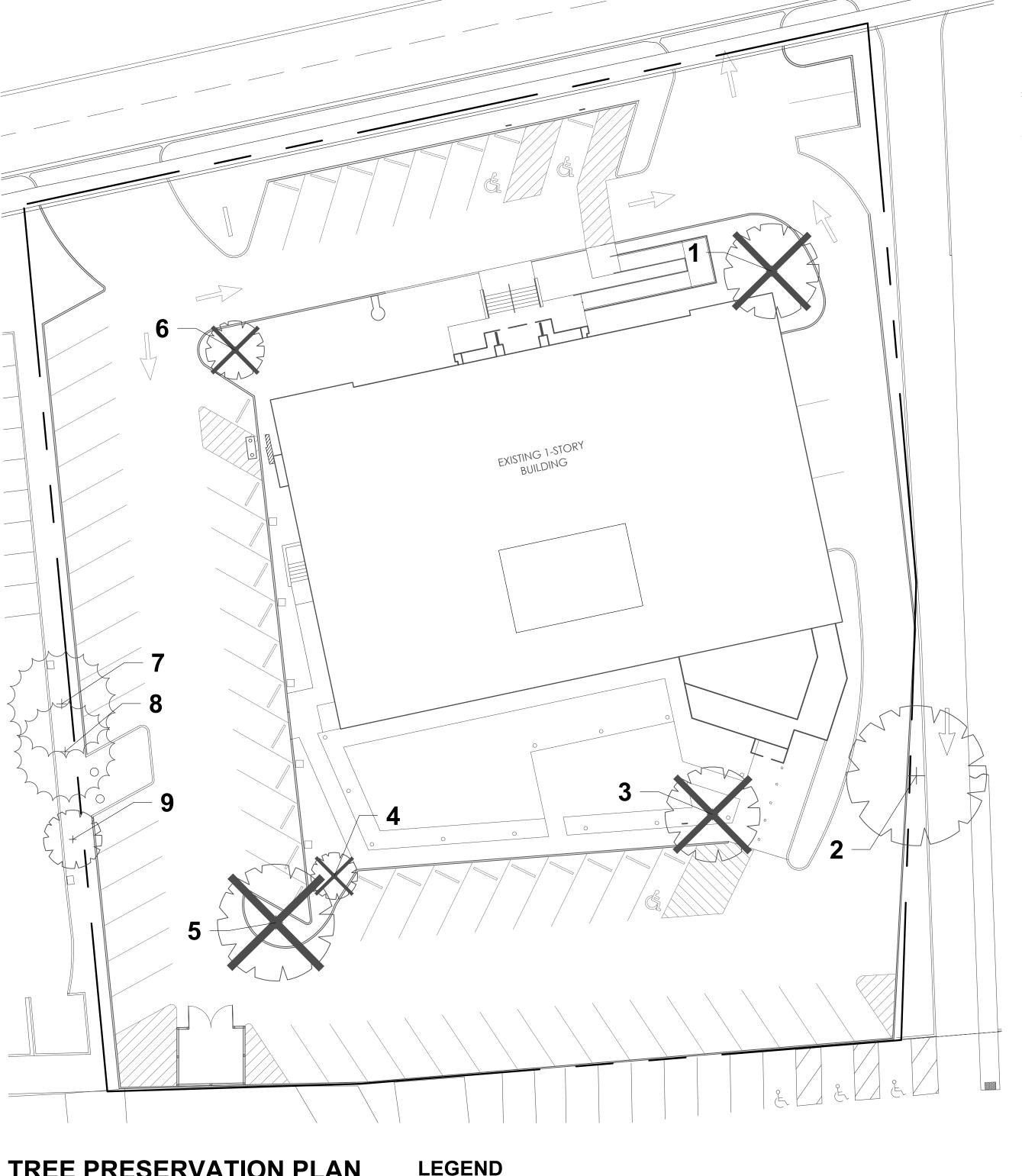
PERENNIALS AND GROUNDCOVERS **NOT TO SCALE**



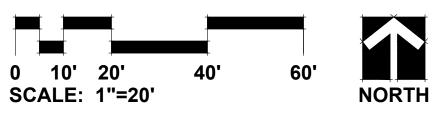
DECIDUOUS TREES NOT TO SCALE

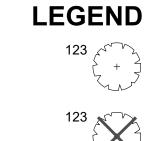


TREE PRESERVATION DETAIL (NOT TO SCALE)
SEE NOTES



TREE PRESERVATION PLAN





TREE TO BE PRESERVED TREE TO BE REMOVED

TREE INVENTORY DATE: 9/12/2022 PROJECT NAME: Normandy Remodeling CLIENT: The Interior Design Group GRWA PROJECT NUMBER: IDG2202

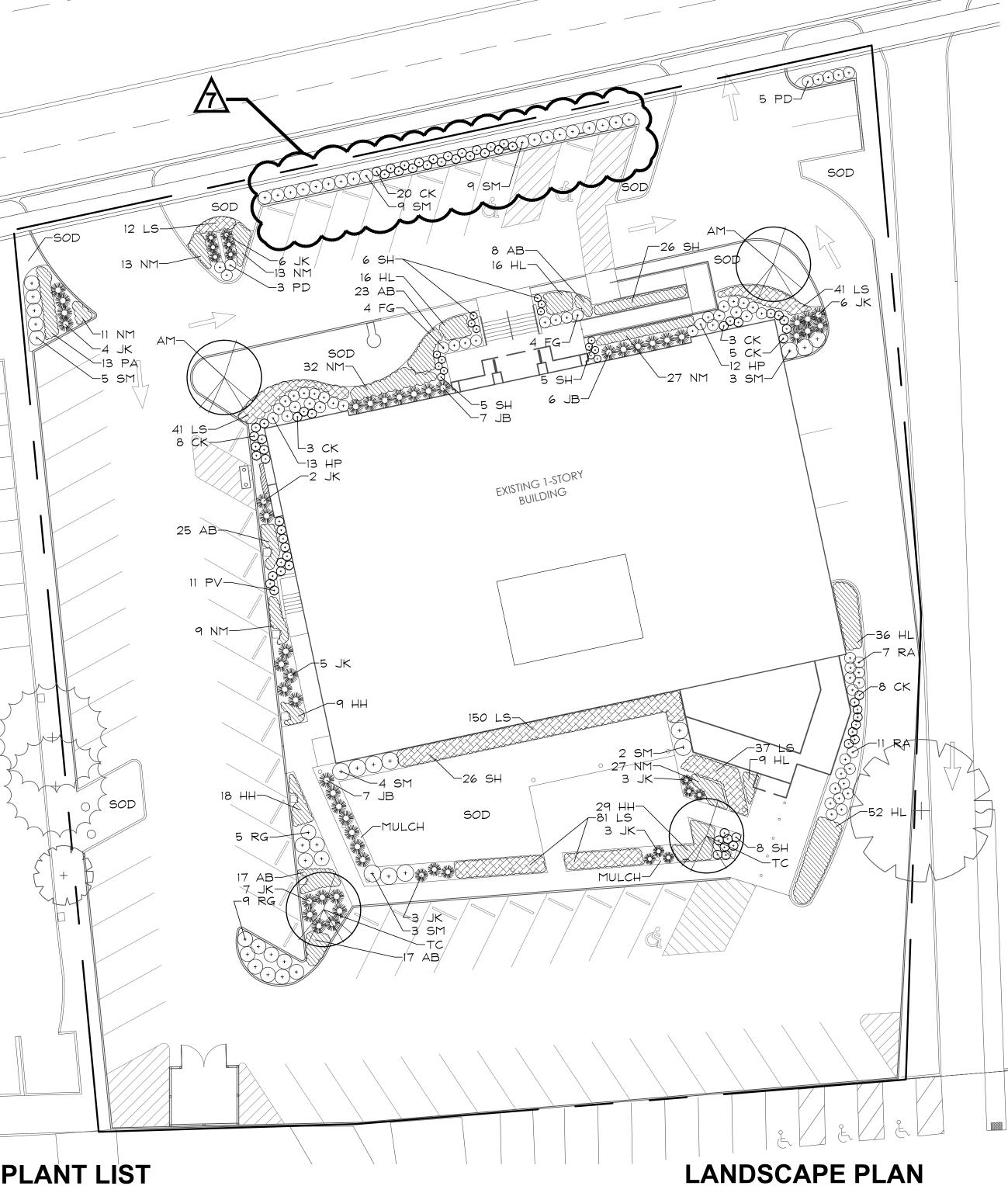
1) Trees measured at 4.5 above the ground - DBH (diameter Breast Height) 2) All trees 8" DBH and above tagged. Shrubs were not tagged.

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		Approximately 30-50% dead wood, lacking full crown, minor disase 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			DBH			PROPOSED	
NO.	SCIENTIFIC NAME	COMMON NAME	(inches)	DESCRIPTION	RATING	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	Maus 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 strob us	Eastern White Pine	15	Good	2	Preserve	
8	Pinus strob us	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	Remark
		SHADE TREES		
AM	2	Acer miyabei 'Morton' STATE STREET MAPLE	3" Cal.	
ТС	2	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	3" Cal.	
		DECIDUOUS SHRUBS		
HP	25	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
FG	8	Fothergilla gardenii DWARF FOTHERGILLA	24" Tall	3' O.C.
PD	8	Physocarpus opulifolius 'Donna May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
RG	14	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.
SM	35	Syringa meyeri 'Palabin' DWARF KOREAN LILAC	24" Tall	4' O.C.
		EVERGREEN SHRUBS		
JB	20	Juniperus conferta 'Blue Pacific' BLUE PACIFIC JUNIPER	24" Wide	4' O.C.
JK	39	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	47	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	50	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	129	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	13	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
		GROUNDCOVERS		
LS	362	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
		MISC. MATERIALS		
	35	SHREDDED HARDWOOD MULCH	C.Y.	
	618	SOD	S.Y.	

SCALE: 1"=20'

GENERAL NOTES Contractor shall verify underground utility lines and is responsible for any damage.

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Revised Landscape Plan Submitted for the Board of Trustees Meeting on May 2, 2023



PHONE: 630-668-7197 THE INTERIOR DESIGN GROUP LTD. 750 WARRENVILLE ROAD, SUITE 103 LISLE, ILLINOIS 60532

ASSOCIATES, INC

GAGE F. BERGER

PER VILLAGE BOARD 4.25.2023
REQUEST PER VILLAGE BOARD 4.18.2023

3.01.2023 2.10.2023 3 FOR PERMIT 9.27.2022 5.05.2022 4.08.2022 **REVISIONS**

DATE 3.16.2022 PROJECT NO DRAWN CHECKED



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- burlapped (B\$B) deciduous trees. D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B\$B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B\$B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C. 2.7 EROSION CONTROL

A. Erosion Control Blanket: North American Green S150, or equivalent approved equal. 2.8 MULCH

approval prior to ordering materials. LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for

3.2 PLANTINGS

- A. Sodding New Lawns
 - 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
 - 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 - 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
 - 4. Lay sod within 24 hours from time of stripping.
 - 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
 - 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.

- 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread
- and mixed into the soil to a depth of 1" inches.
- storage. 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing

4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or

- equal quantity in two directions at right angles to each other. 6. Sow not less than specified rate.
- 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray. E. Groundcover and Perennial Beds
- Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8^{\parallel} deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- 1. Set balled and burlapped (B\$B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls, retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- 3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
- 4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural
- character in accordance with standard horticultural practices. 5. Remove and replace excessively pruned or ill-formed stock resulting from improper
- 6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare
- C. Native Planting areas are to be mowed only once per spring during the initial three-year establishment period.
- 3.5 CLEAN UP AND PROTECTION
- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



GARY R. WEBER ASSOCIATES, INC LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURI

402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187 PHONE: 630-668-7197 www.grwainc.com

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



DATE 3.16.2022 PROJECT NO.

3 FOR PERMIT

REVISIONS

2.10.2023

9.27.2022

5.05.2022 4.08.2022

VILLAGE OF HINSDALE

ORDINANCE N	Ο.						

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.

<u>Plan</u>. 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 <u>Group Exhibit B</u> 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. <u>No Authorization of Work.</u> 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. <u>Compliance with Plans</u>. 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 <u>Group Exhibit B</u> 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. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate

553956_1 2

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.

553956_1 3

ADOPTED this day ofroll call vote as follows:			, 2023, pursuant to a			
AYES:						
NAYS:						
ABSENT:						
APPROVED by me to by the Village Clerk this s			, 2023, a	and attested		
	Thomas K. C	auley, Jr., Villa	ge President			
ATTEST:						
Emily Tompkins, Village Cle	erk					
ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT ACKNOWLEDGEMENT		T BY THE	APPLICANT	TO THE		
Ву:						
Its:						
Date:	. 2023					

553956_1 4

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)

ALTA / NSPS LAND TITLE SURVEY

Table A Items

- 1. Monuments were placed or located at the corners of the subject property as shown on the survey

Recorded Documents

- Per Chicago Title insurance Company commitment number 20GNW1900055CS, dated March 24, 2020, Special Exceptions per Schedule B are as follows:

GENERAL NOTES:

- 2. NO UNDERGROUND UTILITIES OR DRAIN TILES, IF ANY EXIST, ARE SHOWN HEREON

NOTES:

- 1 BASIS OF BEARINGS: ASSUMED
- rule for this survey was within the allowable 2 cm (0.07 Feet plus 50 parts per million).

THIS IS TO CERTIFY THAT THIS MAP OR PLAT MADE IN ACCORDANCE WITH THE 2016 MINIMUM MADE IN ACCORDANCE WITH THE 2016 MINIMOM STANDARD DETAIL REQUIRMENTS FOR ALTANSPS LAND TITLE SURVEYS, JOINTLY SESTABLISHED AND ADDRED 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, 2015

DATE OF PLAT OR MAP: MAY 04, 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3888



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.

COMMON ADDRESS: 222 EAST OGDEN AVENUE, HINSDALE, IL 60521-2468 AREA= 58.893.6 SQ. FT. / 1.35 ACRES OSAMA OGDEN

> LOT 1 FND IRON PIPE

> > N88° 15' 45"E

FND CROSS AT CORNER

IS 2.1' EAST & 0.4' NORTH

O SAN

10' PUBLIC UTILITY EASEMENT PER DOC R61-28089

- 5. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO DOING AN

- 2. Dimensions are not to be assumed or
- 3. The allowable Relative Positional Precision of an ALTA/NSPS Land Title Survey, per the

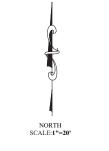
o: Adventist Midwest Health, an Illinois ot-for-profit corporation

FND CROSS 2.00' NORTH \Rightarrow \$ ASPHALT PAVEMENT 1-STÓRY BRICK FOR PARKING OF (3) NON-COMMERCIAL VEHICLES PER DOC R2009-101600 BUILDING BACK OF CURB CORNER IS 0.3' WEST PVC DRAIN-○ SA -5' PUBLIC UTILITY EASEMENT PER DOC R61-28089 5' PUBLIC UTILITY EASEMENT-PER DOC R61-28089

(4) HCP

ASPHALT PAVEMENT

10 PUBLIC UTILITY EASEMENT PER DOC R66-38405





VICINITY MAP NOT TO SCALE

ABBREVIATIONS

BACK OF CURB CORNER

DIP = DUCTILE IRON PIPE
FF = FINISHED FLOOR
GUETE
FF = FINISHED FLOOR
GUETE
FF = FINISHED FLOOR
FOR FINISHED FLOOR
FF = FINISHED CONORETE
FIPE
TOBE - TEP OF CURB BACK OF CURB
TOBE - TEP OF CURB TOBE
TOBE - TEP OF FOUNDATION
VCP = VITRIFED CLAY PIPE
FND X = FOUND CROSS CUT
FIP = FOUND CROSS CUT
FIP = FOUND FRON FLOOR
FINISHED FOUND FROD
FND RBR = FOUND FRON REBAR
FND FK = FOUND FK NAIL
FBP = FOUND BRASS MONUMENT
REC.= RECORD VALUE
MEAS.= MEASURED VALUE

LEGEND:

		LIND.	
WSO = WATER SHUT OFF	420	BRICK WALKWAY	
WV = WATER VALVE BOX	₩v		
WVV = WATER VALVE IN VAU	LT \ominus	CONCRETE PAVEMENT	
2' STORM CATCH BASIN			
4' STORM CATCH BASIN	\bigcirc	ASPHALT PAVEMENT	
STORM MANHOLE	(a)		
SANITARY MANHOLE	\circ	GRAVEL	
POWER POLE	P		
LIGHT POLE	\Rightarrow		
HYDRANT	×	TELEPHONE SERVICE I	
SIGN	-	ELECTRIC METER	E
METAL FENCE	x x	GAS METER	G
WOOD FENCE		DOWN SPOUT	<u>Q.S</u> . cv
OVERHEAD WIRES	—— он ——	GAS VALVE	×
SANITARY SEWER	>		
STORM SEWER	—)—)—		
WATER SERVICE	$-\!\!-\!\!\!-\!\!\!-\!\!\!-\!\!\!\!-\!\!\!\!-\!\!\!\!-\!\!\!\!-\!$		

Engineering, Inc.

Hoefferle-Butler

hbe

ALTA / NSPS LAND TITLE SURVEY 222 EAST OGDEN AVENUE HINSDALE, IL 60521

PROJECT NO: 18 - 068DRAWING FILE:

ALTA 1.11.19.DWG 1 OF 1

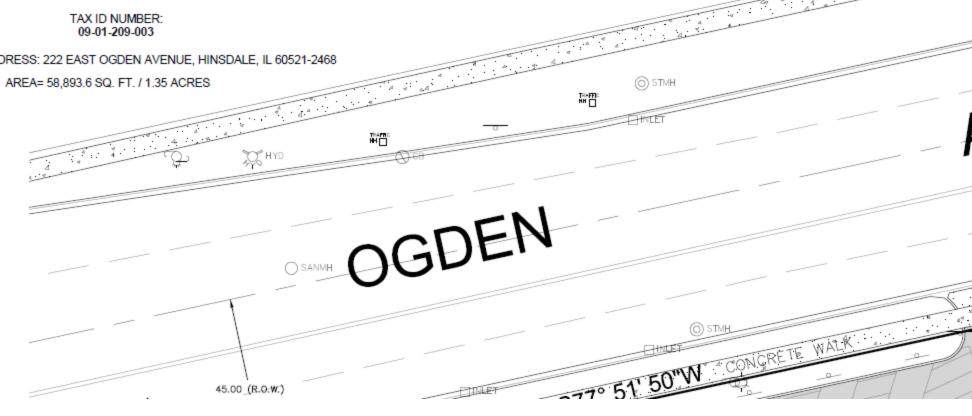
The property described and shown hereon is the same property as described in Chicago Title Insurance Company commitment number 20GNW1900055CS, dated March 24, 2020.

COMMON ADDRESS: 222 EAST OGDEN AVENUE, HINSDALE, IL 60521-2468

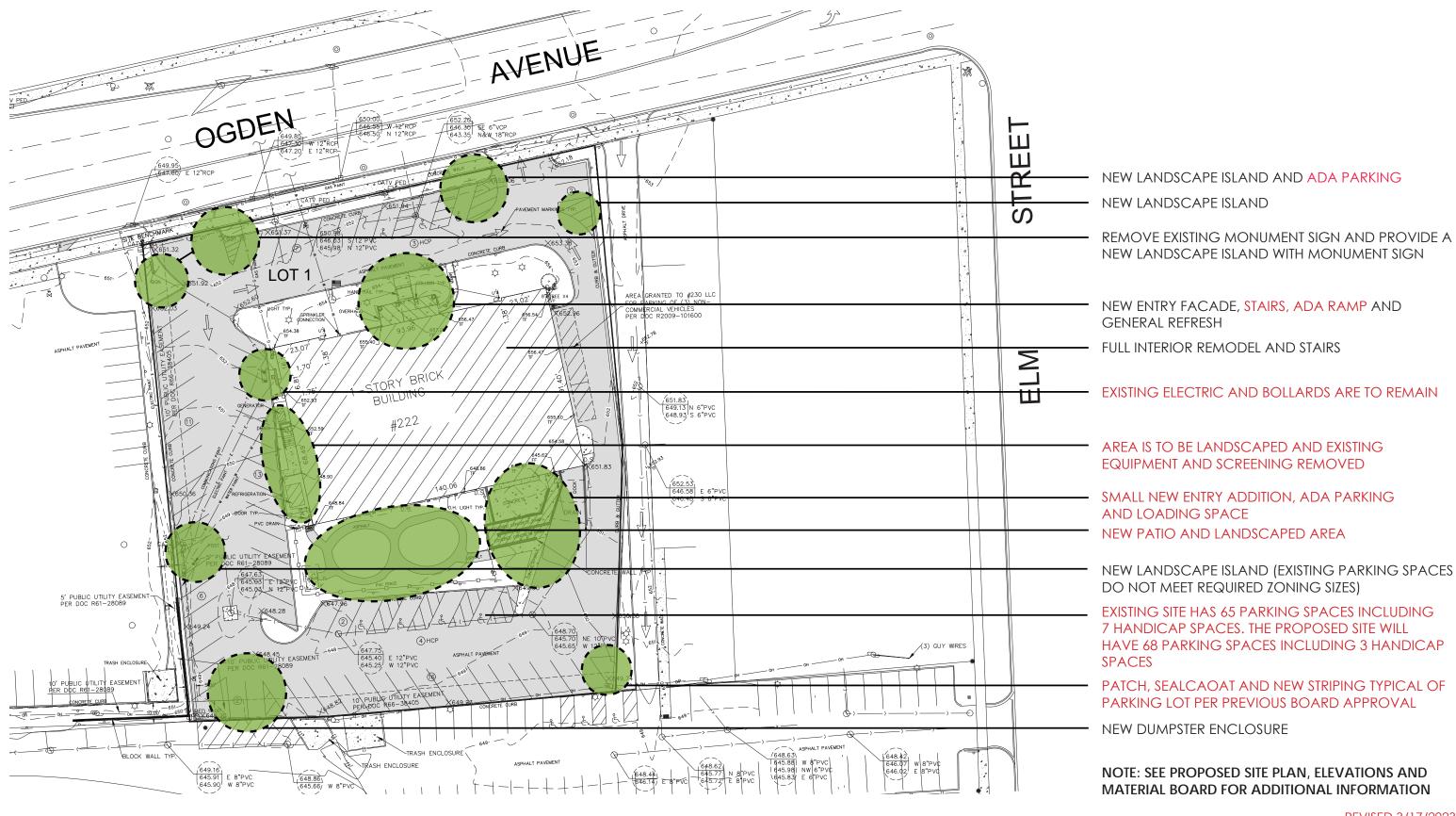


Legible Legal Description

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.









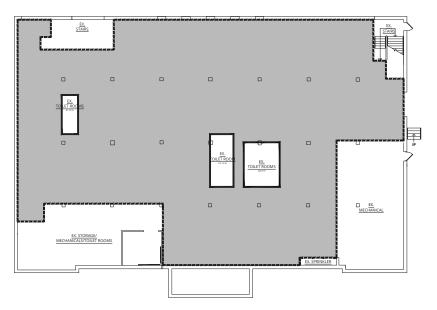


NORMANDY REMODELING 1 PARKING CALCULATIONS 222 E. OGDEN AVE, HINSDALE, IL, 60521



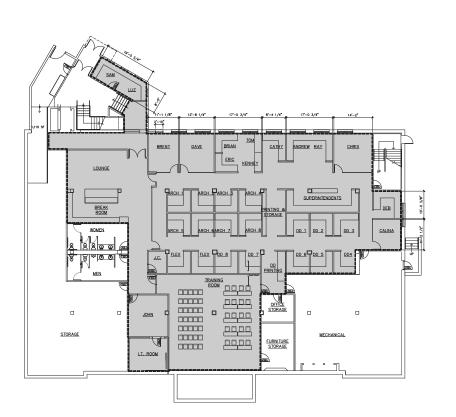


NET BUILDING AREA



EXISTING BASEMENT

12,663.25 Gross Square Footage



PROPOSED BASEMENT & SOUTH ENTRY 13,765.80 Gross Square Footage



EXISTING FIRST FLOOR 12,663.25 Gross Square Footage



PROPOSED FIRST FLOOR 13,255.90 Gross Square Footage

EXISTING BUILDING

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

PROPOSED ADDITION/REMODEL

TOTAL NET AREA:	18,883.74	SQUARE FEET	
NET AREA (FIRST FLOOR):	11,240.83	SQUARE FEET	
NET AREA (BASEMENT):	7,642.91	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

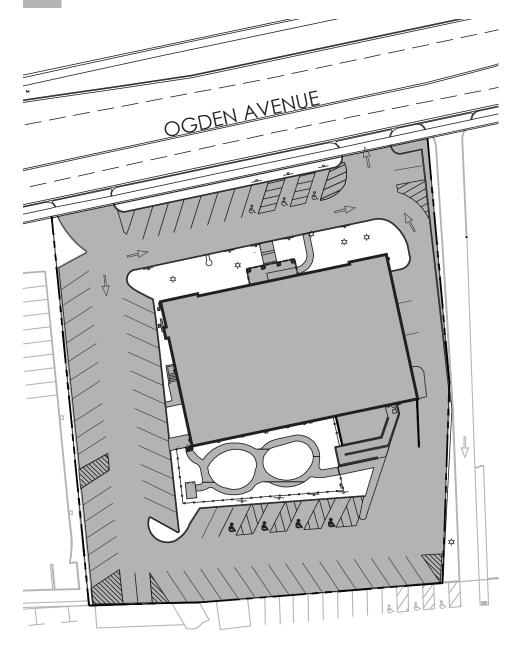
NET AREA DIFFERENCE: 5.7% DECREASE*

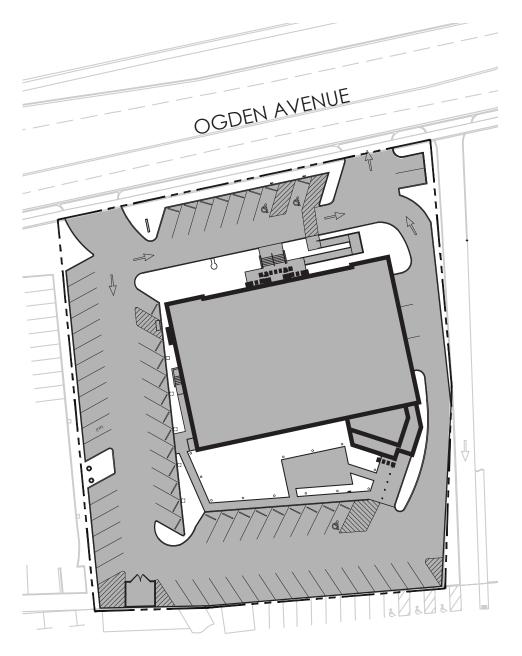
*PER ZONING SECTION 9-104 EXCEPTION D, WE ARE LESS THAN A 10% INCREASE, THEREFORE, NO ADDITIONAL PARKING SPACES ARE REQ.

TOTAL PARKING

EXISTING PARKING SPACES: 65 INCLUDING 7 HANDICAP PROPOSED PARKING SPACES: 68 INCLUDING 3 HANDICAP

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

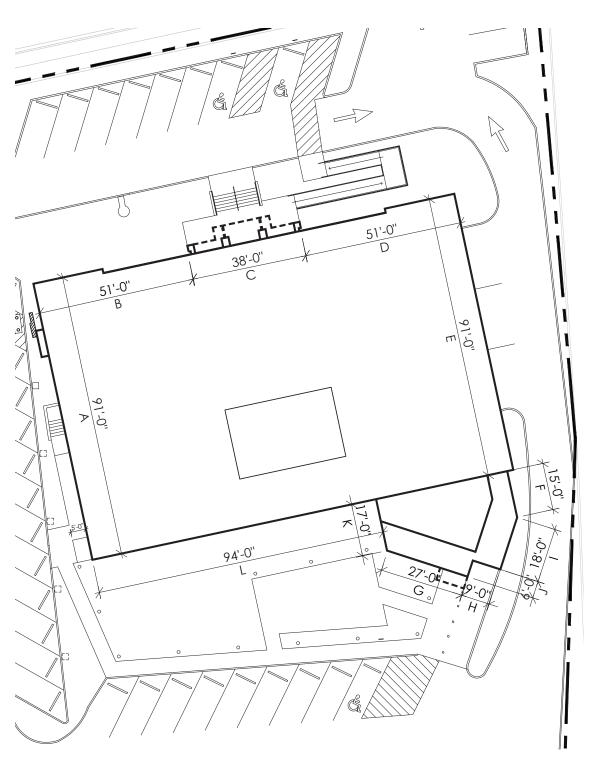
* TOTAL IMPERVIOUS AREA IS DECREASING BY 1,302.76 SQUARE FEET

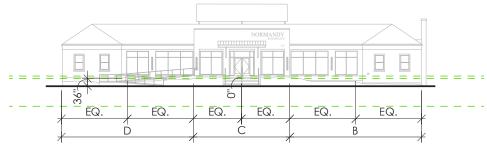
FLOOR AREA RATIO (F.A.R.)

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)







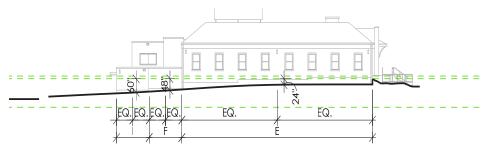
NORTH ELEVATION



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
А	91'-0"	72"	.179	12.9"
В	51'-0"	36"	.100	3.6"
С	38'-0"	36"	.075	2.7"
D	51'-0"	36"	.100	3.6"
Е	91'-0"	24"	.179	4.3"
F	16'-0"	48"	.031	1.5"
G	27'-0"	96"	.053	5.1"
Н	9'-0"	96"	.018	1.7"
1	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"

 $42^{\prime\prime} < 59.7^{\prime\prime} < 72^{\prime\prime}$ Therefore "Ground Floor" is considered a basement and only 50% of Gross area counts towards f.a.r.



LOCATION MAP

SCALE: 1"=300'



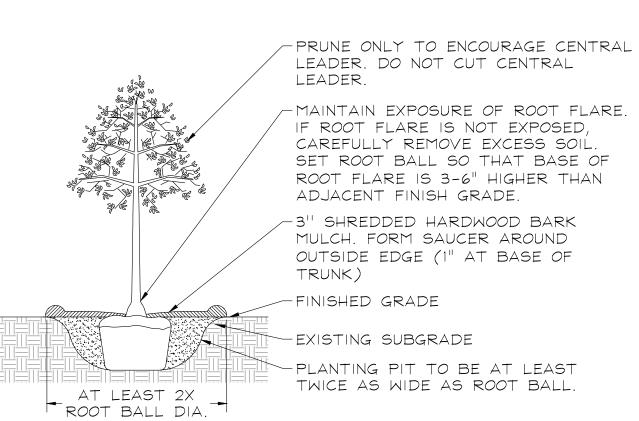
PLANTING DETAILS

ROOT CROWN. SET ROOT BALL 3-6" HIGHER THAN FINISHED GRADE. -2" SHREDDED HARDWOOD SAUCER AROUND OUTSIDE. FINISHED GRADE EXISTING SUBGRADE

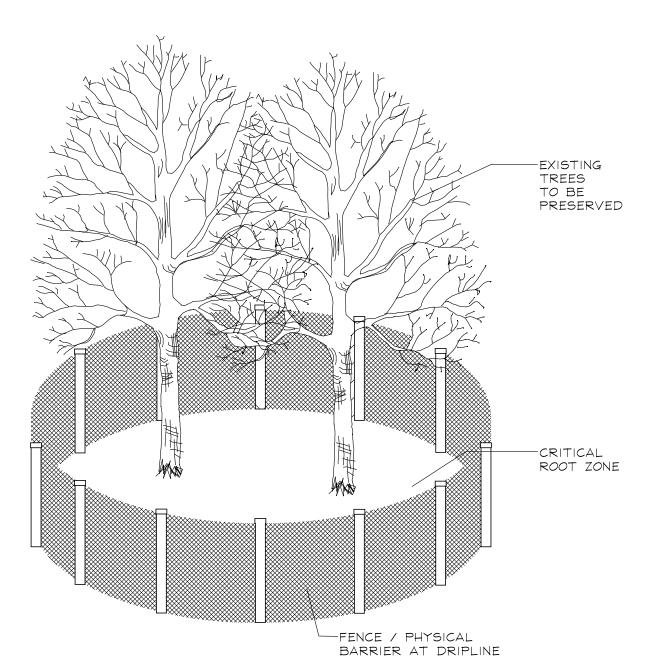
2" SHREDDED HARDWOOD BARK MULCH EXISTING SUBGRADE

DECIDUOUS AND EVERGREEN SHRUBS NOT TO SCALE

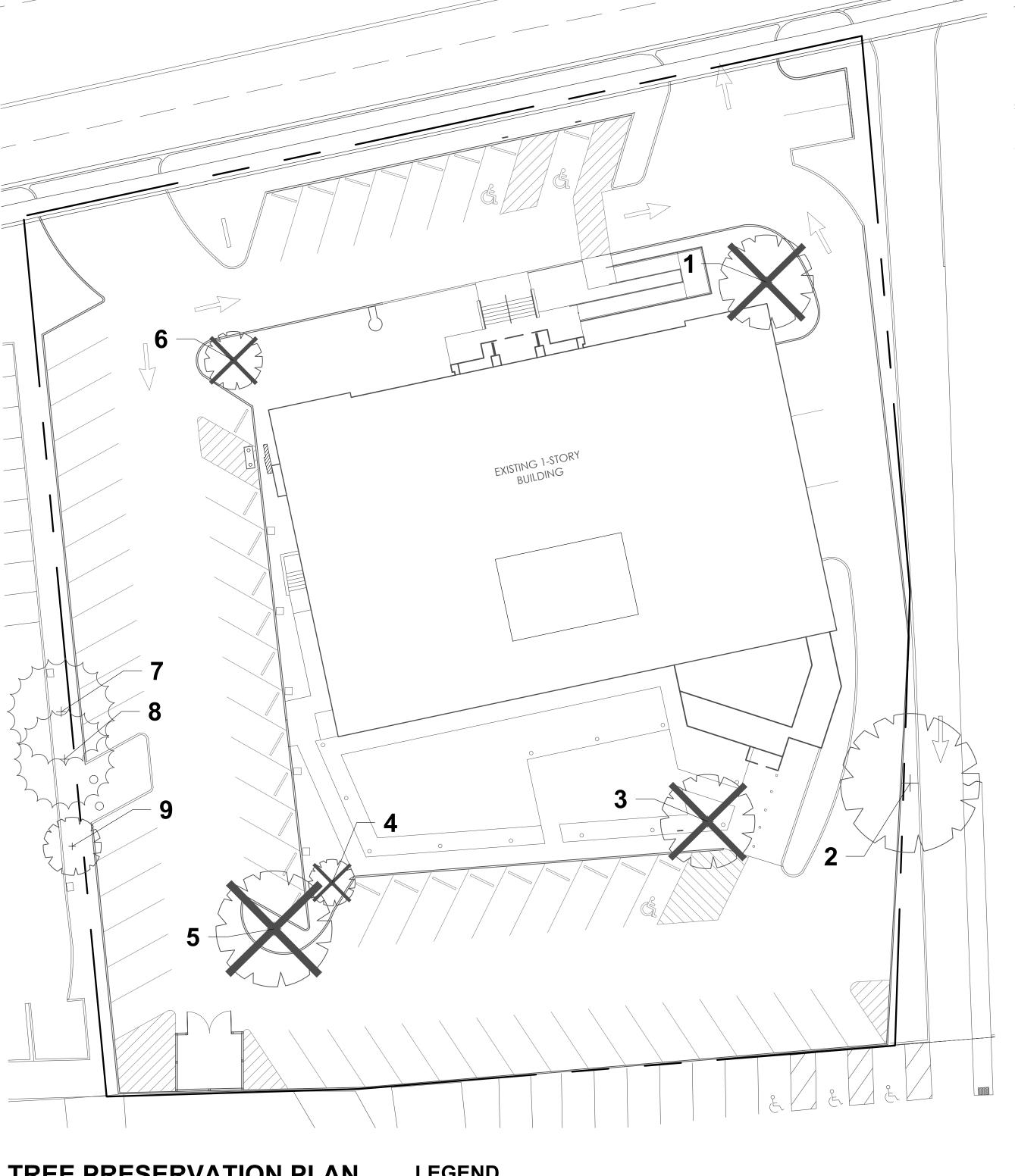
PERENNIALS AND GROUNDCOVERS **NOT TO SCALE**



DECIDUOUS TREES NOT TO SCALE

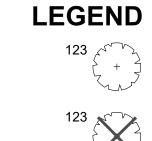


TREE PRESERVATION DETAIL (NOT TO SCALE)
SEE NOTES



TREE PRESERVATION PLAN

SCALE: 1"=20' NORTH



TREE TO BE PRESERVED 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.

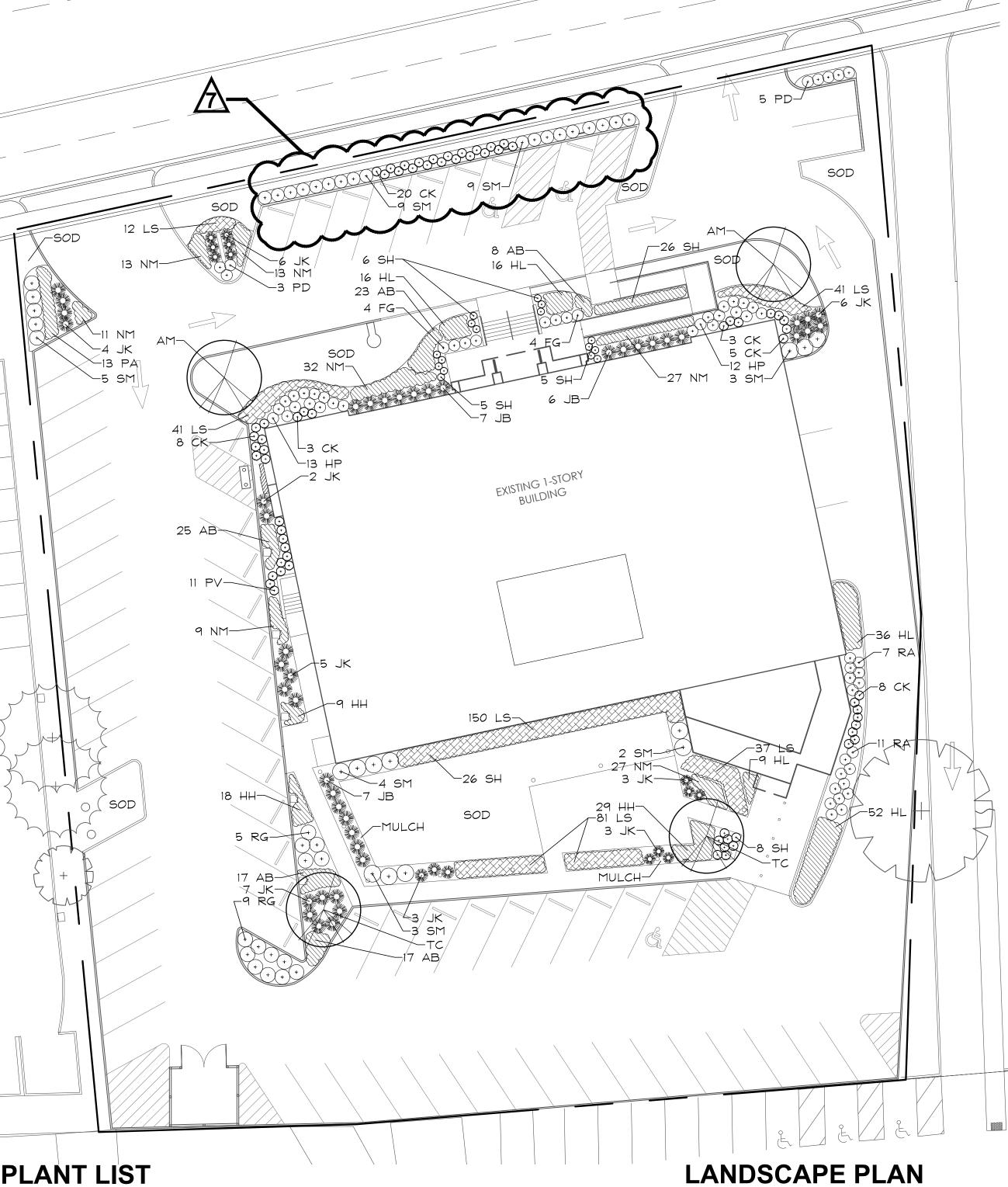
3) Health Rating: Less than 10% dead wood, typical growth for species, no observed defects Good to Fair Less than 20% dead wood, minor defects, sound structure, no decay Less than 30% dead wood, minor crown die-back, minor trunk damage or cavities Approximately 30-50% dead wood, lacking full crown, minor disase evidence, trunk damage

Over 50% dead wood, lacking full crown, disease or decay evident, structural damage/cavities 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		001414011114145	DBH		DATING	PROPOSED	l
NO.	SCIENTIFIC NAME	COMMON NAME	(inches)	DESCRIPTION	RATING	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	Maus 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 strob us	Eastern White Pine	15	Good	2	Preserve	
8	Pinus strob us	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 'SMHPLQF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
FG	8	Fothergilla gardenii DWARF FOTHERGILLA	24" Tall	3' O.C.
PD	8	Physocarpus opulifolius 'Donna May' LITTLE DEVIL NINEBARK	24" Tall	3' O.C.
RG	14	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.
SM	35	Syringa meyeri 'Palabin' DWARF KOREAN LILAC	24" Tall	4' O.C.
		EVERGREEN SHRUBS		
JB	20	Juniperus conferta 'Blue Pacific' BLUE PACIFIC JUNIPER	24" Wide	4' O.C.
JK	39	Juniperus chinensis 'Kallays Compact' KALLAYS COMPACT PFITZER JUNIPER	24" Wide	4' O.C.
		ORNAMENTAL GRASSES		
CK	47	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	50	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	129	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	13	Perovskia atriplicifolia RUSSIAN SAGE	#1	24" O.C.
		GROUNDCOVERS		
LS	362	Liriope spicata CREEPING LILYTURF	#SP4	18" O.C.
		MISC. MATERIALS		
	35	SHREDDED HARDWOOD MULCH	C.Y.	
	618	SOD	S.Y.	

SCALE: 1"=20'



NORM

GENERAL NOTES

- 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.

DATE PROJECT NO. **CHECKED**



ASSOCIATES, INC

PHONE: 630-668-7197

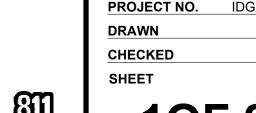
THE INTERIOR DESIGN GROUP LTD. 750 WARRENVILLE ROAD, SUITE 103 LISLE, ILLINOIS 60532

MEETING 3.01.2023 2.10.2023 3 FOR PERMIT 9.27.2022 5.05.2022 4.08.2022 **REVISIONS**

3.16.2022

PER VILLAGE BOARD 4.25.2023
REQUEST

PER VILLAGE BOARD 4.18.2023





LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- 1. The establishment of trees, shrubs, perennial, annual, native, and lawn areas as shown on Landscape Plan;
- 2. The provision of post-planting management as specified herein; 3. Any remedial operations necessary in conformance with the plans as specified in this 4. Permits which may be required.

1.2 QUALITY ASSURANCE

A. Work shall conform to State of Illinois Horticultural Standards and local municipal

- B. Quality Control Procedures:
- authorities. Comply with governing regulations applicable to landscape materials. 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent
- 3. Analysis and Standards: Package standard products with manufacturer's certified

1. Ship landscape materials with certificates of inspection as required by governmental

1.3 SUBMITTALS A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type

B. Maintenance Instruction – Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.
- 1.4 JOB CONDITIONS A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before 1.5 GUARANTEES

A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.

- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.
- C. Native Planting Area Performance Criteria

acceptable manner.

- 1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.
- 2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive
- 3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative aerial coverage of the planted area. Non-native/ Invasive species for this project shall include but are not limited to the following: Ambrosia artemisiifolia \$ trifida (Common \$ Giant Ragweed), Cirsium arvense (Canada Thistle), Dipsacus Iaciniatus (Cut-leaved Teasel), Dipsacus sylvestris (Common Teasel), Lythrum salicaria (Purple Loosestrife), Melilotus sp. (Sweet Clover), Phalaris arundinacea (Reed Canary Grass), Phragmides australis (Giant Reed), Polygonum cuspidatum (Fallopia japonica) (Japanese Knotweed), Rhamnus cathardica \$ frangula (Common \$ Glossy Buckthorn), Typha sp. (Broadleaf, Narrowleaf, and Hybrid Cattail).
- At least 90% of all woody vegetation planted within the boundaries of naturalized basins shall be alive and in healthy condition at the end of each growing season.

LANDSCAPE WORK PART 2 - PLANT MATERIALS 2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty. 2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Permanent Turf Seed Mixture 5 lbs./1,000 sq. ft.
- 50% Kentucky Bluegrass 98/85
- 15% Cutter Perennial Ryegrass 10% Spartan Hard Fescue 10% Edge Perennial Ryegrass
- 10% Express Perennial Ryegrass 5% Pennlawn Creeping Red Fescue
- Temporary Turf Seed Mixture 114 lbs./AC 44% Perennial Ryegrass
- 56% Seed Oats

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed. 2.5 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and
- burlapped (B\$B) deciduous trees. D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B\$B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B\$B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C. 2.7 EROSION CONTROL

A. Erosion Control Blanket: North American Green S150, or equivalent approved equal. 2.8 MULCH

approval prior to ordering materials. LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for

3.2 PLANTINGS

- A. Sodding New Lawns
 - 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
 - 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 - 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
 - 4. Lay sod within 24 hours from time of stripping.
 - 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
 - 6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.

- 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of
- 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
- 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage. 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity
- exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- 6. Sow not less than specified rate.
- 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray. E. Groundcover and Perennial Beds
- Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8^{\parallel} deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- 1. Set balled and burlapped (B\$B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls, retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- 2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- 3. Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain
- exposed root flare at all times. 4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural
- character in accordance with standard horticultural practices. 5. Remove and replace excessively pruned or ill-formed stock resulting from improper
- 6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be

3.3 INITIAL MAINTENANCE

A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.

approved by the Owner prior to its installation.

- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare
- C. Native Planting areas are to be mowed only once per spring during the initial three-year establishment period.
- 3.5 CLEAN UP AND PROTECTION A. During landscape work, store materials and equipment where directed. Keep pavements
- clean and work areas and adjoining areas in an orderly condition. B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by

Landscape Architect. 3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURI 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

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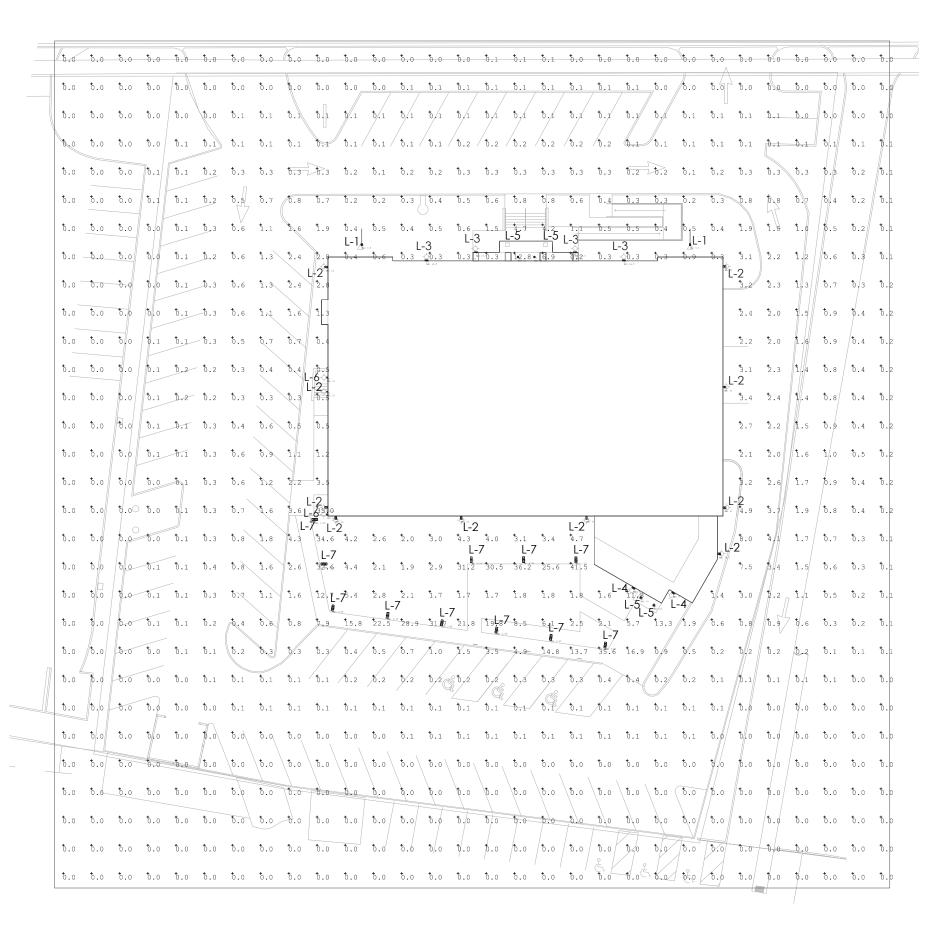
6 VILLAGE BOARD 4.21.2023 COMMENTS 2.10.2023 3 FOR PERMIT 9.27.2022 5.05.2022 4.08.2022 REVISIONS

DATE 3.16.2022 PROJECT NO.





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



EXISTING NORTH ELEVATION



EXISTING ENTRY



EXISTING WEST ELEVATION



EXISTING SOUTH ELEVATION





EXISTING SITE - SOUTH EXISTING EAST ELEVATION



PROPOSED EXTERIOR ELEVATIONS



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

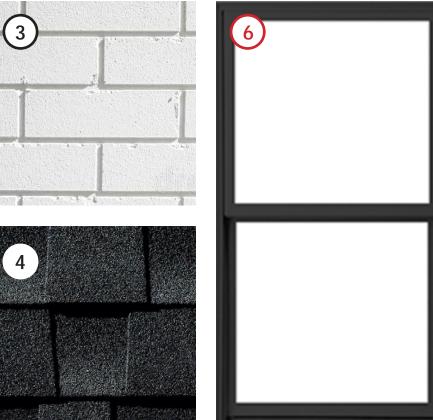
PROPOSED EXTERIOR ELEVATIONS



PROPOSED MATERIALS







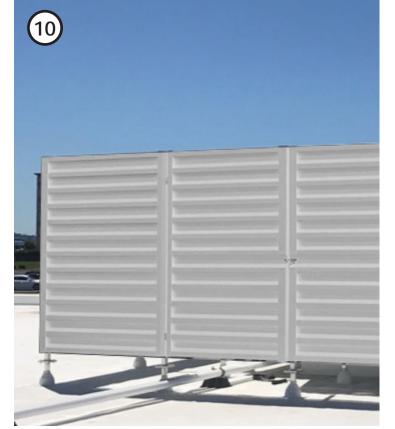


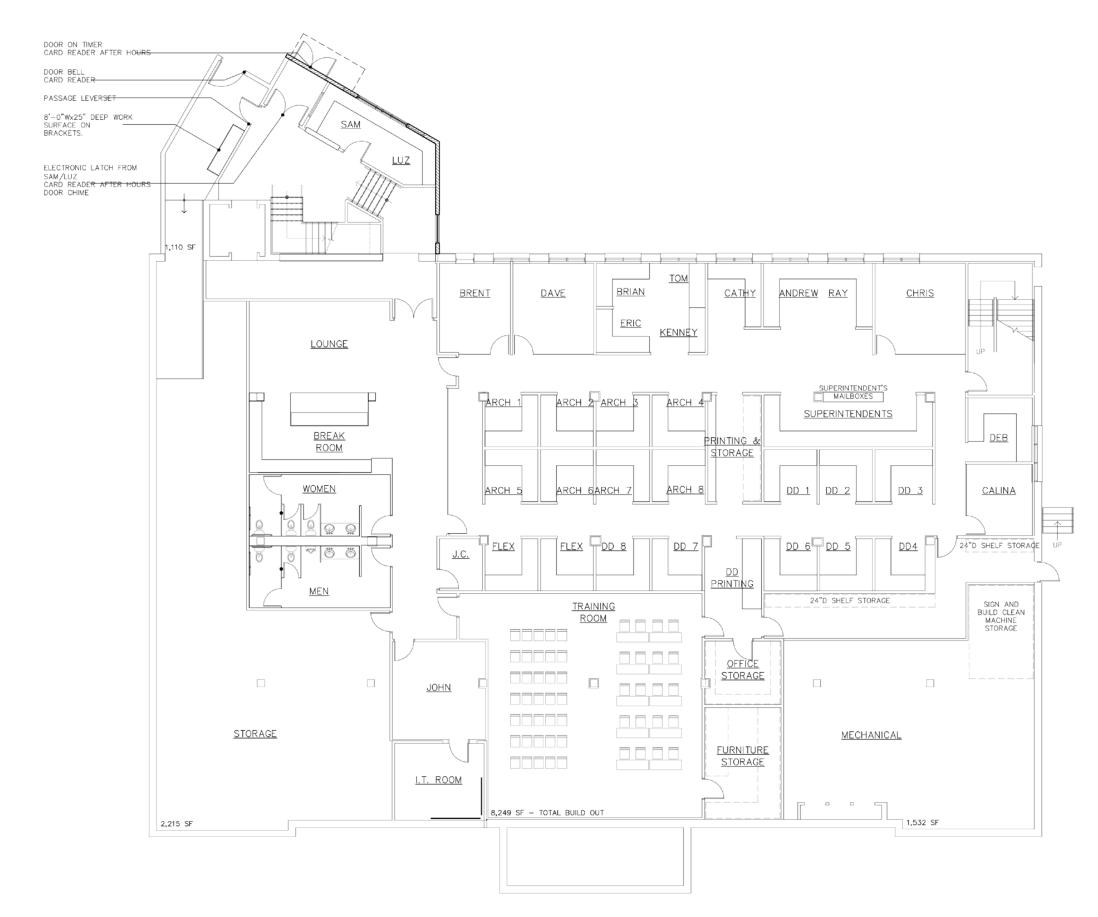


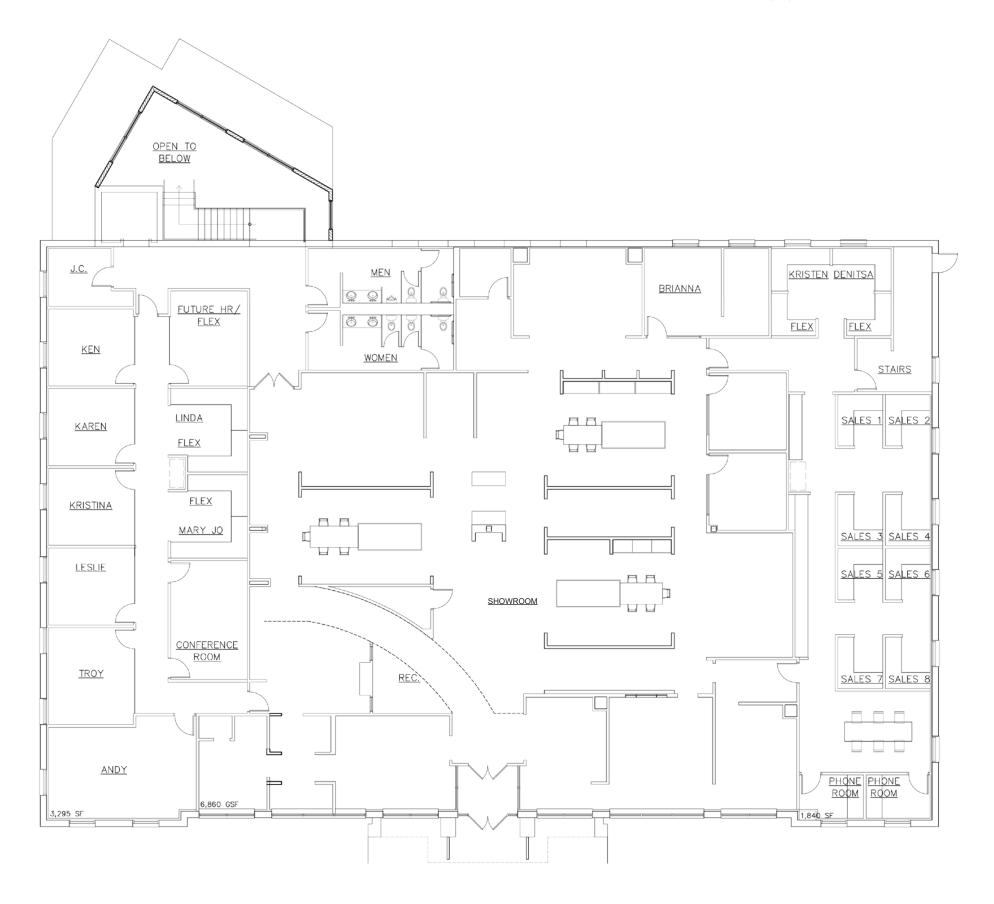


- 1. NICKEL GAP SIDING AT NEW ENTRY
- 2. CEMENTITIOUS, PRE-FINISHED HARDIE BOARD SIDING AT ADDITION
- 3. EXISTING BRICK IS TO BE PAINTED WHITE
- 4. NEW BLACK ARCHITECTURAL ASPHALT SHINGLES
- 5. NEW BLACK ALUMINUM STOREFRONT WINDOWS & ENTRY **DOORS**
- 6. NEW PELLA BLACK FIBERGLASS DOUBLE HUNG WINDOWS
- 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









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]

AGENDA ITEM# 8b



REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: Second 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: May 2, 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 <u>private property</u> 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

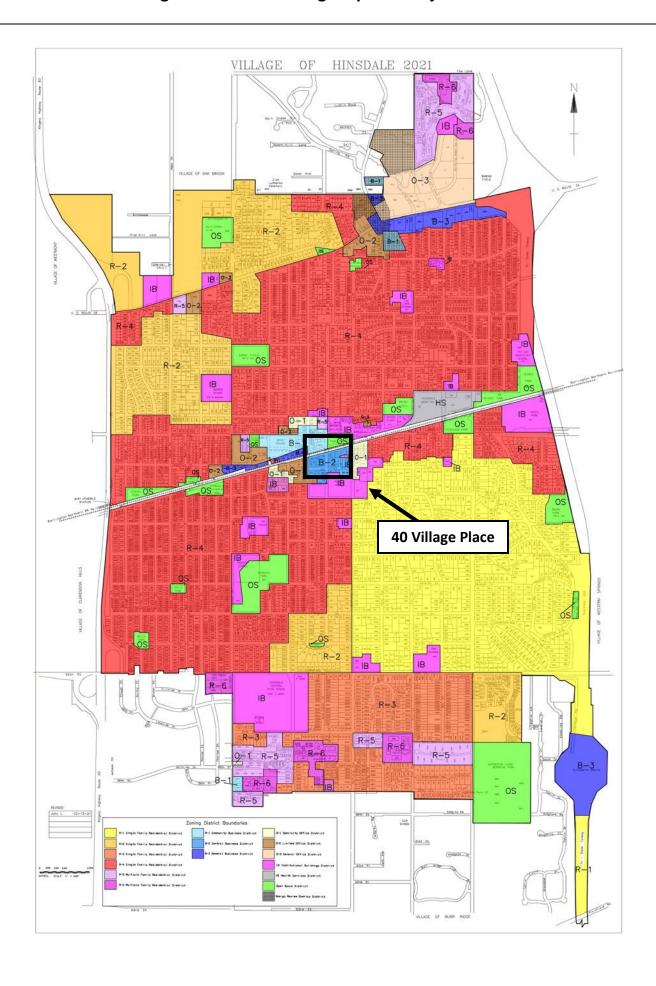
Village Board and/or Committee Action

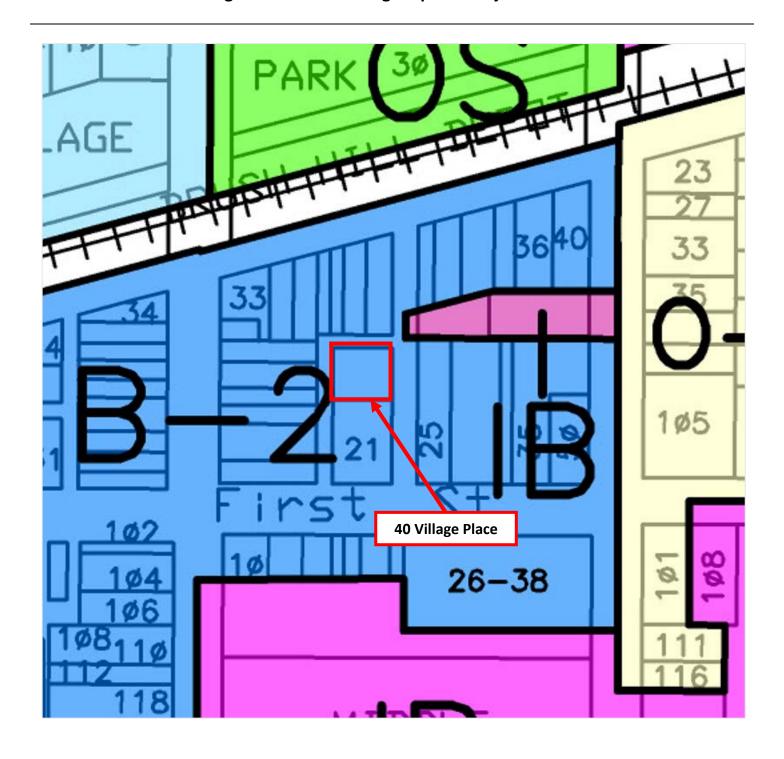
The project was reviewed at a First Read at the Village Board meeting on April 18, 2023. Cathy Weisz from Giuliano's Pizza was present to answer questions from the Board of Trustees. No concerns over the project were stated at the meeting. The Village Board moved the item forward for a Second Reading.

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





Aerial View – 40 Village Place



Birds Eye View – 40 Village Place



VILLAGE OF HINSDALE APPLICATION FOR TEMPORARY USE

ddress of proposed request: 40 Villey, Place
PPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)
The Hinsdale Zoning Code provides for <i>Permitted Temporary Uses</i> 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 <u>MAY</u> 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 Wesse Date: 4-10, 2023 Phone: B/W 953 828 Email: Cathywesse me.con Temporary Use Period Requested:
Temporary Use Period Requested:
From: 5-15 , 20-23 through 8-15 , 20-23
Nature of Temporary Use Request:
patro tubles + chairs
Signature of Owner:
Date:, 20
Village Manager For Office Use Only \$100 Fee Paid □
OR
Date of Village Board Approval:, 20
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:	Carry + Mckey Well
Owner's name (if different)	: Peter Marken
Property address:	Cathy + Mckey Weisz Peter Markeny 40 Villag Place
Property legal description:	: [attach to this form]
	ion: IB, Institutional Buildings
Square footage of property	y: 2900
Lot area per dwelling:	See Plat
Lot dimensions:	x
Current use of property:	
Proposed use:	Single-family detached dwelling Other: paho fable + chais
Approval sought:	☐ Building Permit ☐ Variation ☐ Special Use Permit ☐ Planned Development ☐ Site Plan ☐ Exterior Appearance ☐ Design Review ☐ Other:
Brief description of reques	
Plans & Specifications:	[submit with this form]
P	rovided: Required by Code:
Yards;	
front: interior side(s)	

Provided:	Required by Code:
corner side rear	
Setbacks (businesses a front: interior side(s) corner side rear others:	and offices):/
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 buildi	ngs:[depict on attached plans]
principal building(s): accessory building(s	s):
Number of off-street pa Number of loading space	rking spaces required: ces required:
Statement of applicant:	
understand that any omis	information provided in this form is true and complete. I ssion of applicable or relevant information from this form could evocation of the Certificate of Zoning Compliance.
Ву:	
Applicant's signa	ture
Applicant's printe	Wei 72 and name
Dated: 4-60	

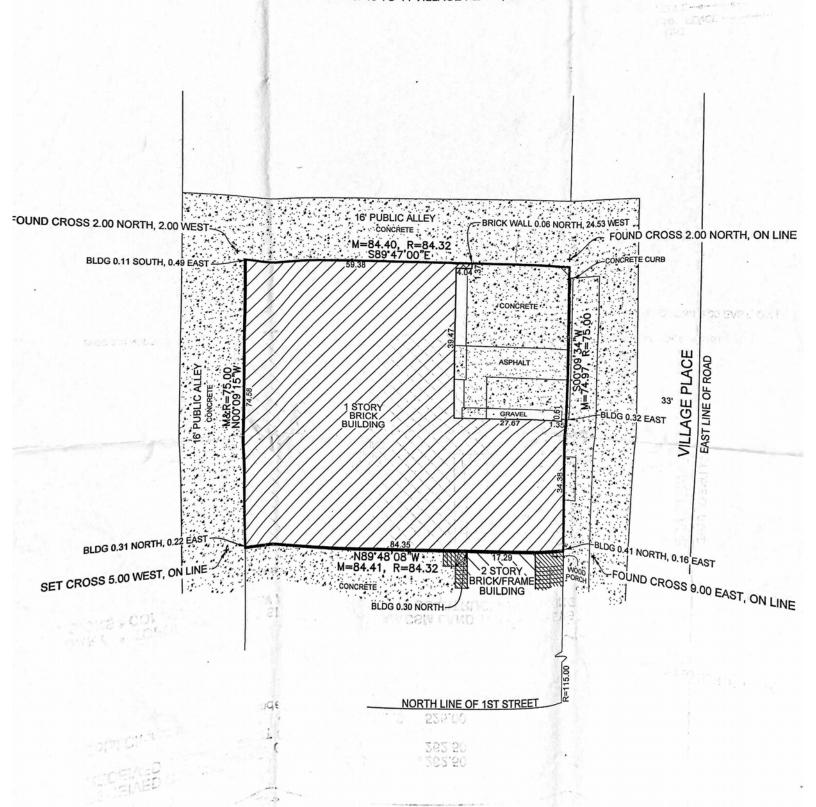


SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

909 EAST 31ST STREE
LA GRANGE PARK, ILLINOIS
SCHOMIG-SURVEY@SBCGLOB,
WWW.LAND-SURVEY-NOW.(
PHONE: 708-352-1454
FAX: 708-352-1454

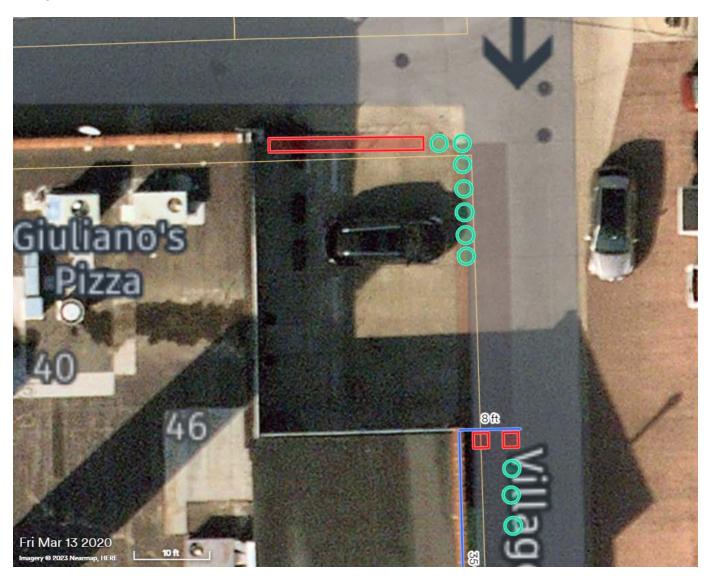
LOT 11, IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9 AND 10 IN BLOCK 2 IN THE PLAT OF THE TOWN OF HINSDALE, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ROTH'S RESUBDIVISION RECORDED OCTOBER 22, 1872 AS DOCUMENT 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).

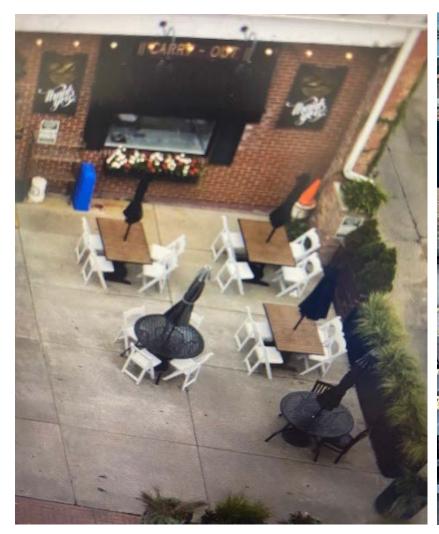


Proposed Furniture

<u>Tables</u>: Seven (7) Tables - Three (3) Black Metal / Wood Rectangular Tables and Four (4) Black Metal Circular Tables

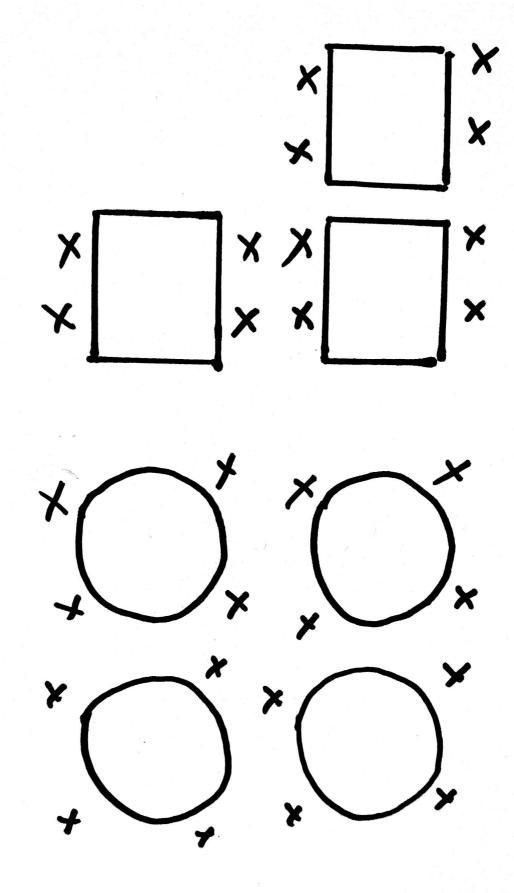
Chairs: Twenty-Eight (28) Black Metal Chairs (*Note: The white chairs shown below were used in 2022 and are not proposed for 2023)

<u>Umbrellas</u>: 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 SECTION: Second Read - EPS

Subject: Era Valdivia – Work Hours Modification Request – Village of Hinsdale

Standpipe Rehabilitation Project

MEETING DATE: May 2, 2023

FROM: George Peluso, Director of Public Services

Recommended Motion

Approve Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant To Section 9-12-2 of the Village Code of the Village of Hinsdale – Standpipe Rehabilitation Project.

Background

Section 9-12-2, Limitations on Noise, of the Village Code, subsection D allows the use of "construction tools or power equipment" from 7:00 AM – 8:00 PM Monday –Friday and 8:00 AM – 4:00 PM on Saturdays. Subsection D states, "The limitations stated in subsections A and B of this section may be waived by the Board of Trustees by resolution for work undertaken by any public body or agency for the benefit of the public....The Board of Trustees or the Village Manager, as applicable, may attach to any such waiver all conditions it deems necessary to protect the public health, safety, or welfare."

Discussion & Recommendation

As previously discussed and approved by the Village Board, the Village has contracted with Era Valdivia to perform the Standpipe Rehabilitation Project. Era Valdivia is requesting a time extension on Saturdays from 4:00 PM to 5:30 PM. The reasoning behind their request is to achieve a higher rate of production during full operation once containment/shrouding of the tank is installed. Since the tank will be drained throughout the project, Staff is recommending that the extension of time be granted to the contractor. Weather depending, the contractor is scheduled to have the project completed by June 30, 2023. Public Services hopes to have the Standpipe back on-line prior to drier summer months.

The Village received this request on April 20, 2023. The contractor is scheduled to start the project the week of May 1. Due to the timing of this request this item has been advanced to a second read.

Village Board and/or Committee Action

To approve the attached resolution.

Documents Attached

- 1. Letter from Era Valdivia Request for Extended Hours of Operation
- 2. A resolution authorizing waiver of construction noise hours limitations pursuant to section 9-12-2 of the Village Code of the Village of Hinsdale Era Valdivia Hinsdale Standpipe Rehabilitation Project



1909 South Avenue O hicago, IL 60617

EL: (773) 721-9350 AX: (773) 721-8027 April 20, 2023

Mr. George Peluso Director of Public Services and Engineering Village of Hinsdale 217 Symonds Drive Hinsdale, IL 60521

Attn: Mr. Gerald A. Hennely Senior Project Manager - CBBE

RE: Village of Hinsdale – 2.0 MGL Standpipe Rehabilitation Saturday Extended Hours of Operation

Via e-mail: ghennelly@cbbel.com

Dear Mr. Hennelly:

Era-Valdivia Contractors, Inc. (EVC) is requesting that project hours for cleaning and recoating work as specified for working on exterior and/or interior portions of the 2.0 MGL Steel Potable Water Tank be extended from 4:00 PM to 5:30 PM on Saturdays. We are requesting this added time so that our crew will have the option to begin and complete each painting phase as needed and can achieve a higher rate of production during full operation once containment/shrouding of water tank is up and in place. The extended hours will increase production and keep the crew hours in all phases of the cleaning and painting operation at the same level of duration, about 9-10 hours per day, Monday through Saturday.

Let us know if the Saturday extended hours of work in cleaning and recoating the 2.0 MGL Potable Standpipe structure can be implemented by EVC within the Village of Hinsdale time of operation and construction as the allowed hours of operation. Should there be any other information or questions concerning this matter, please contact me direct at 773-447-6658.

Sincerely,

Era Valdivia Contractors, Inc.

Greg Bairaktaris

Project Manager

VILLAGE OF HINSDALE

RESOLUTION NO. R2023-04

A RESOLUTION AUTHORIZING WAIVER OF CONSTRUCTION NOISE HOURS LIMITATIONS PURSUANT TO SECTION 9-12-2 OF THE VILLAGE CODE OF THE VILLAGE OF HINSDALE – ERA VALDIVIA VILLAGE OF HINSDALE STANDPIPE REHABILITATION PROJECT

WHEREAS, the Village of Hinsdale has entered into a contract with Era Valdivia to rehabilitate its 2.0 MGL Standpipe located at 57th Street; and

WHEREAS, Era Valdivia has submitted a formal request to the Village Board of Trustees requesting extended hours of operation on Saturdays during construction of the project; and

WHEREAS, Era Valdivia request is to maximize the production of its work crews in all phases of the cleaning and painting operation, and to complete the project prior to drier summer months; and

WHEREAS, in order to do so, Era Valdivia has requested permission to conduct their construction operations on Saturdays for the Standpipe Project from 8:00 a.m. to 5:30 p.m. until the project is substantially completed; and

WHEREAS, Section 9-12-2.D. of the Village Code authorizes waiver of the hours limitations by the Village Board of Trustees, by resolution, for work undertaken by any public body or agency for the benefit of the public; and

WHEREAS, pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees find and determine that the hours limitations on the use of construction equipment should be waived as requested relative to the Standpipe Rehabilitation Project, and finds such waiver to be in the best interests of and in furtherance of the health, welfare and safety of the residents of the Village.

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. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

<u>Section 2.</u> <u>Waiver of Hours Limitations on Use of Construction</u> <u>Equipment.</u> Pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees hereby waives the hour limitations on use of construction equipment for the Standpipe Rehabilitation Project to allow construction activities from 8:00 AM - 5:30 PM on Saturdays until the project is substantially completed. The Village does reserve right to modify request should if needed for any reason it deems necessary.

Section 3: Effective Date. 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:		
ABSENT:		
APPROVED by me thisand attested to by the Village Clerk to	day of this same day.	, 2023
ATTEST:	Thomas K. Cauley, Jr., Villa	ge President
Emily Tompkins, Village Clerk		



MEMORANDUM

DATE:

April 19, 2023

TO:

President Cauley and the Village Board of Trustees

CC:

Kathleen A. Gargano, Village Manager

FROM:

Robert McGinnis, Community Development Director/Building Commissioner

RE:

Community Development Department Monthly Report-March 2023

In the month of March, the department issued 68 permits including 2 new single family homes, 12 residential alterations, and 1 demolition permit. The department conducted 285 inspections and revenue for the month came in at just under \$130,000.

There are approximately 84 applications in house, including 19 single-family homes and 21 commercial alterations. There are 31 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 30 engineering inspections were performed in the month of March by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 17 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT March 2023

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	F	Y TO DATE	OTAL LAST AR TO DATE
New Single Family Homes	2	4				
New Multi Family Homes	0	0				
Residential Addns./Alts.	12	15				
Commercial New	0	0	-			
Commercial Addns./Alts.	3	. 5				
Miscellaneous	19	30				
Demolitions	1	2				
Total Building Permits	37	56	\$ 111,111.00		\$291,542.00	 \$226,519.00
Total Electrical Permits	15	22	\$ 5,614.00	\$	16,256.00	 \$19,075.00
Total Plumbing Permits	16	23	\$ 12,321.00	\$	31,480.00	\$33,128.00
TOTALS	68	101	\$ 129,046.00		\$339,278.00	\$ 278,722.00

Citations		\$0	
Vacant	17		
Properties			

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR	
Bldg, Elec, HVAC	137	180	
Plumbing	36	52	
Property Maint./Site Mgmt.	82	78	
Engineering	30	65	
TOTALS	285	375	

REMARKS: