

**VILLAGE OF HINSDALE  
MINUTES OF THE MEETING  
VILLAGE BOARD OF TRUSTEES  
Tuesday, May 21, 2013**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 7, 2013 at 7:30 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, J. Kimberley Angelo, William Haarlow, Gerald J. Hughes, Laura LaPlaca and Bob Saigh

Absent: None

Also Present: Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Director of Community Development Robb McGinnis, Director of Public Services George Franco, Director of Economic Development Tim Scott, Village Engineer Dan Deeter, Police Chief Brad Bloom, Fire Chief Richard Ronovsky, Deputy Chief Tim McElroy and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

There being no corrections to the draft minutes, Trustee Elder moved **to approve the minutes of the special meeting of May 5, 2013**. Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** Trustee Hughes

**ABSENT:** None

Motion carried.

**FIRE DEPARTMENT AWARD PRESENTATION**

President Cauley reported the circumstances of a house fire in the 900 block of south Bruner Street on February 28, 2013. An elderly woman was inside the burning house. Captain Dave DeWolf began his role as incident commander; Lt. Bill Claybrook

assumed interior operations and coordinated the efforts of Firefighter/Paramedics Steve Tullis, Nick McDonough, Don Newberry, Jim Nichols and Dan Majewski. The team was able to locate and rescue the unconscious woman. She was taken by ambulance to the Hinsdale Hospital where she was stabilized and released a few weeks later. As a result of their actions taken at this fire, there are two awards to be presented by the Village Board and the Fire Department. An Individual Citation is presented to those individuals who performed with exceptional professional skill along with personal risk. This award was presented to Firefighter/Paramedics Newberry and Majewski by Fire Chief Ronovsky and President Cauley. A Unit Citation was presented to Captain DeWolf, Lt. Claybrook and Firefighter/Paramedics Tullis, Nichols and McDonough for their coordinated actions in supporting the search crew with fire suppression and scene support and direction. President Cauley said he is always proud and impressed with the commendable bravery and team work of the Hinsdale Fire Department.

### **CITIZENS' PETITIONS**

None.

### **VILLAGE PRESIDENT'S REPORT**

None.

### **APPOINTMENTS TO BOARDS AND COMMISSIONS**

President Cauley reported that as of May 1<sup>st</sup>, the terms of several commissioners expire and those individuals must be reappointed. He asked for a motion to reappoint Ms. Jan Grisemer to a 3-year term through April 30, 2016 on the Economic Development Commission, Ms. Stacey Harloe-Mowery and Mr. John Bohnen to 3-year terms through April 30, 2016 on the Historic Preservation Commission and Mr. Matt Posthuma to a 3-year term through April 30, 2016 on the Finance Commission. Trustee Saigh moved to **approve the list of appointments as recommended by President Cauley.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

### Items Recommended by Zoning & Public Safety Committee

- a) Referral to Plan Commission for Review and Consideration of a Text Amendment to Section 11-103 (Plan Commission), as it Relates to Term Limits (Omnibus vote)
- b) Grant a Waiver of Fees in an Amount not to Exceed \$5,450.00 for the Applications Required for Zion Lutheran Church (*Item taken separately*)
- c) Approve Payment in the Amount of \$13,000.00 to the DuPage Metropolitan Enforcement Group (Omnibus vote)
- d) Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications to a Commercial Building at 30 S. Lincoln Street (Omnibus vote) (O2013-09)
- e) Ordinance Approving a Major Adjustment to a Planned Development for Two New Monument Signs at 420 E. Ogden (Omnibus vote) (O2013-10)

### Items Recommended by Environment & Public Services Committee

- f) Award the Engineering Services for the Design of the FY2013-14 Water Main Project to James J. Benes & Associates, Inc. in an Amount Not to Exceed \$16,492.00 (Omnibus vote)
- g) Resolution for the Woodlands Phase 1 Project Contract Change Order Number 3 in the Amount of \$8,652.25 Reduction to Pirtano Construction Company, Inc. (Omnibus vote) (R2013-09)
- h) Approve the purchase of a 2013 Ford F250 with plow and a 2013 Ford F150 from Bob Ridding's Ford Inc., under State contract in the amount of \$54,550.00 (Omnibus vote)

Trustee LaPlaca pointed out the Plan Commission term limits item does not include language that specifically calls out that there would be no term limit and recommended that the Plan Commission be aware of this matter of clarity. President Cauley pulled Item B for separate discussion. Trustee Saigh moved to **approve the Consent Agenda, as amended.** Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Item 8B: Grant a Waiver of Fees in an Amount not to Exceed \$5,450.00 for the Applications Required for Zion Lutheran Church**

President Cauley introduced the fee waiver request remarking that the practice the Board has discussed about waiving fees is to do so when it is a benefit to the Village, but at last night's ZPS meeting they talked about direct costs. He stated that he doesn't recall waiving court reporter or attorney type fees. He doesn't have a problem with general fees, but is reluctant to have the Village assume those kinds of direct costs. Board discussion followed. Consensus was reached that these requests would be taken one at a time and that the benefit to the Village and quid pro quo instances would be considered, but the Village would not pay the direct costs. Trustee Saigh moved to **Grant a Waiver of Fees in an Amount not to Exceed \$5,450.00 for the Applications Required for Zion Lutheran Church, except any direct costs incurred by the applicant.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**ADMINISTRATION AND COMMUNITY AFFAIRS**

Trustee Haarlow moved **Approval and Payment of the Accounts Payable for the Period of May 4, 2013 through May 17, 2013 in the aggregate amount of \$910,733.16 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Approval of Modifications to Full-Service Restaurant Liquor Licensing**

President Cauley reviewed the matter for the Board explaining that liquor service currently stops at 10:30 p.m. on weekdays and midnight on weekends. He stated that

at the ACA Committee discussion, there was less concern regarding extension of weekday hours than weekends. Mr. Doug Fuller addressed the Board with concerns about holidays. President Cauley suggested a case by case, special event option. The Trustees are worried about a lively night time bar scene. Board discussion followed. It was pointed out that consumption has to stop one half hour after closing; it was suggested that the restaurant stop serving at the designated time, but they could remain open beyond the half hour. Police Chief Bloom explained the enforcement issues for the Police Department if the doors are locked. Mr. Fuller remarked that if the place can stay open that's better than nothing. President Cauley suggested starting this incrementally and revisiting it in the future when the Board has more information. President Cauley polled the Board their preferences. Trustee Hughes moved to **approve modifications to full service restaurant liquor licensing to allow liquor service until 11:30 p.m. Sunday through Thursday and 12:30 a.m. Friday and Saturday with closing to occur one half hour after service ends.** Trustee Angelo seconded the motion.

**AYES:** Trustees Angelo, Hughes, LaPlaca, Saigh

**NAYS:** Trustees Elder and Haarlow

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Village Attorney Lance Malina stated he would prepare the final ordinance for Board approval.

## **ENVIRONMENT AND PUBLIC SERVICES**

### **Resolution for the Woodlands Phase 1 Construction Observation Contract Change Order Number 2 in the Amount of \$14,000.00 to HR Green, Inc. (R2013-10)**

Trustee LaPlaca explained there was a question at EPS regarding the budgeted number/cost. Village Engineer Dan Deeter explained the \$14,000.00 is a Change Order for the additional cost of construction observation. They had to spend more time in the field because of the significance of the rain gardens; more manpower was needed to get the job done. Mr. Scott Creech from HR Green, Inc., approached the podium and stated that the schedule and the pace of the subcontracted landscaper did not match the contract estimate. Trustee Haarlow noted the concern he expressed at EPS that this is an issue between the contractor and subcontractor and as a matter of principal; he does not believe the Village should pay for this. Mr. Creech acknowledged the point, but noted they do not schedule all the subcontractor work and they won't include these people on Phase II. Mr. Deeter pointed out that

Mr. Creech has to estimate somebody else's work and that he represents the Village. He anticipates people to work at a certain pace, but doesn't have the control over this the contractor has. If he puts more focus on something getting done right, it's an estimate that will always be off. Trustee LaPlaca noted this is an important feature of the project and she would like it done right. Trustee LaPlaca moved to approve a **Resolution for the Woodlands Phase 1 Construction Observation Contract Change Order Number 2 in the Amount of \$14,000.00 to HR Green, Inc.** Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca, Saigh

**NAYS:** Trustee Haarlow

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **ZONING AND PUBLIC SAFETY**

### **Ordinance Approving Certain Variations for Construction of a New Two-story Development at 26-32 First Street; Garfield Crossing, Case Number V-01-13 (O2013-11) and; an**

### **Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Two-story Development at 26-32 First Street; Garfield Crossing, Subject to the Approval of Stated Exceptions and Variations (O2013-12)**

President Cauley introduced the Garfield Crossing items by stating that these have been through several different Boards. The ZBA made unanimous recommendations and approvals related to landscape buffers, setbacks, a loading space toward public right of way and a parking lot with no interior trees. There had been a request for two wall signs, but the applicant has withdrawn the request for signs. At the Plan Commission, in addition to site plan and exterior review, they dealt with height, architectural merit and parking deficiency, all of which were approved. President Cauley said one other issue that came up from residents was their idea for a proposed alleyway. However, the applicant is concerned about granting such an easement to the Village because it could reduce the value of the property. The proposed solution is a license agreement that would give the Village 18 months to get rights to the alleyway property west of the subject property. This is acceptable to the applicant, and enforceable for the village. This would give us 18 months to negotiate in good faith, leaves other options open and allows us to approve a good project. He stated the vote tonight is on the variances approved by the ZBA and the site plan and exterior review

approved by the Plan Commission. Trustee LaPlaca suggested a modification to the terms of the lease agreement, but President Cauley explained the agreement is a framework that does not interfere with the project moving forward. Village Attorney Lance Malina advised that the two ordinances before the Board should be approved conditioned on subsequent approval of this license agreement. Trustee Hughes stated his concern regarding the effective date for the 18 months and how that will be determined. Discussion of dates followed. Trustee Hughes feels the date is important relative to understanding traffic flows. Attorney for the applicant, Mr. Peter Coules pointed out this has nothing to do with the project, but they only wanted 12 months. President Cauley suggested 18 months from the occupancy permit. Mr. Coules explained his clients' position and is not amenable to that start date. President Cauley asked Mr. Coules if his client is willing to sacrifice this project for this time frame. Trustee Saigh believes this is overly complicated and a clear encumbrance on the applicant. This project has been looked at diligently by the Plan Commission, the Zoning Board of Appeals, the ZPS Committee and the Village Board. He can see the reasonableness of the license agreement, but this was not approved at the EPS Committee. Further, he cannot see the merit of extending a 19<sup>th</sup> century alley system nor is it appropriate to bring this alley agreement forward at the eleventh hour. Trustee LaPlaca concurs. Discussion followed regarding jeopardizing the project for an alley which is expensive and deemed unanimously inappropriate at EPS. Trustee Hughes commented that protecting the assets of the Village, the character of the Village and traffic and safety are on the short list of concerns for this Board. We don't know what will happen with traffic in the CBD as a result of this project. This is a short term option for a license and allows the Village an opportunity to address uncertainties. Mr. Coules weighed in and he and the Board agreed to 12 months from occupancy.

Trustee Hughes moved to approve **Ordinance Approving Certain Variations for Construction of a New Two-story Development at 26-32 First Street; Garfield Crossing, Case Number V-01-13 and; an Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Two-story Development at 26-32 First Street; Garfield Crossing, Subject to the Approval of the Stated Exceptions and Variations and subject to the approval a license agreement with an effective date of the certificate of occupancy and twelve months following as a precondition.** Trustee Elder seconded the motion.

Trustee Saigh expressed his deep concern regarding the license agreement precondition. Trustee Haarlow believes that as a development of this size we should leave our options open for possible traffic impact. The developer has been accommodating, this is the best project to come along and he is willing to go twelve months. The Board is not committing staff time or budget resources at this time. Trustee LaPlaca respectfully thanked the applicant for coming to an agreement, but doesn't think the alley will come to pass. Mr.

Coules noted that his client has agreed to all the Board's conditions, but wants it on the record that this item will go forward on the Consent Agenda. Trustee Angelo remarked that this protects everyone's interests.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

President Cauley congratulated Mr. Naccarato for being a model developer, for working with staff and the Board through the process; he went above and beyond. He thanked Mr. Coules, too, and said he appreciates their help to make this project the best we can do for our Village.

**Approve the Extension of the Originally Approved Permit for a Temporary  
Use to Continue Operating Certain Events at  
302 S. Grant Street through *(insert date)***

This item regards the extension of the temporary use granted to the Hinsdale Historical Society to continue operations at Immanuel Hall. Additional time is needed to allow a representative from the Plan Commission, the Village Board, Historical Society and local residents to meet to conduct public meetings to resolve their issues. Discussion followed regarding the appropriate time to extend the permit to allow enough time to process the matter through the system. Trustee LaPlaca moved to **Approve the Extension of the Originally Approved Permit for a Temporary Use to Continue Operating Certain Events at 302 S. Grant Street through October 8, 2013.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca

**NAYS:** None

**ABSTAIN:** Trustee Saigh

**ABSENT:** None

Motion carried.

**REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

**STAFF REPORTS**



No reports.

### **CITIZENS' PETITIONS**

None.

### **TRUSTEE COMMENTS**

Trustee LaPlaca stated there will be a traffic meeting on May 30<sup>th</sup> at 7:30 p.m. with Oak Street residents. She and Chief Bloom will be present. There will be a meeting on June 6<sup>th</sup> at 7:30 p.m. to discuss flooding issues with the Warren and Madison Street residents. President Cauley and Village Engineer Dan Deeter will be present.

### **ADJOURNMENT**

There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Haarlow **moved to adjourn the meeting of the Hinsdale Board of Trustees of May 21, 2013 into Closed Session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and not to reconvene.** Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None


**ABSENT:** None

Motion carried.

Meeting adjourned at 9:05 p.m.

**ATTEST:** \_\_\_\_\_  
Christine M. Bruton, Village Clerk

## MEMORANDUM

**Date:** May 31, 2013  
**To:** President Cauley and Village Board Members  
**From:** Chris Bruton, Village Clerk   
**RE:** Closed Session Minutes

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The Closed Session minutes of April 4, 2013 and April 16, 2013 were distributed to the Board under separate cover. Having received no changes or revisions to the drafts, these items appear for approval on the Board agenda of June 4, 2013.

Thank you.

cc: Dave Cook, Village Manager  
Lance Malina, Village Attorney

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** David C. Cook, Village Manager  
**DATE:** May 31, 2013  
**RE:** Appointments to Boards and Commissions

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President Cauley would like to re-appoint the following individual to serve as noted.


Economic Development Commission

Luis Alvarez re-appointed to a 3-year term thorough April 30, 2016

:

**Motion:** Move to approve the appointment as recommended by President Cauley

## MEMORANDUM

**Date:** May 31, 2013  
**To:** President and Board of Trustees  
**From:** Christine Bruton, Village Clerk   
**RE:** Board Agenda Items - ACA Consent

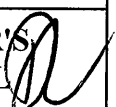
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The supporting documentation for the items appearing on the Consent Agenda for ACA can be found in the ACA packet for the meeting held Monday, June 3, 2013.

Thank you.

cc: Village Manager  
Village Attorney  
Department Heads

DATE May 31, 2013

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION</b> ZPS Consent		<b>DEPARTMENT</b> Administration		
Resolution Approving an Option for License Agreement Relative to Alley Right-of-Way		David C. Cook Village Manager		
<b>ITEM</b>		<b>APPROVED</b>		
<p>At the May 21<sup>st</sup> Board meeting, the Garfield Crossing Redevelopment Plan was approved subject to approval of an Option for a License Agreement for an Alley Right-of-Way. Attached for the Board's approval is the agreed to option agreement with a term that extends for twelve months from the issuance of an occupancy permit for the commercial building.</p> <p>If the Board concurs, the following motion would be appropriate:</p> <p><b>Motion: To move approval of "A Resolution Approving an Option for License Agreement Relative to East-West Alley Right-of-Way Access Across 26 -32 E. 1<sup>st</sup> Street"</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**VILLAGE OF HINSDALE**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN OPTION FOR LICENSE AGREEMENT RELATIVE TO EAST-WEST ALLEY RIGHT-OF-WAY ACCESS ACROSS 26 – 32 E. 1<sup>ST</sup> STREET**

**WHEREAS**, Garfield Crossing, LLC (“Garfield Crossing”) is the owner of real property commonly known as 26 - 32 E. 1<sup>st</sup> Street, Hinsdale, Illinois (the “Property”); and

**WHEREAS**, Garfield Crossing proposes to construct a two-story commercial development at the Property (the “Commercial Building”), along with related parking and other improvements, located in the B-2 Central Business Zoning District. Garfield Crossing has, in accordance with the Zoning Code of the Village of Hinsdale (“Zoning Code”), sought and received from the Village Board of Trustees and Zoning Board of Appeals of the Village of Hinsdale, site plan and exterior appearance plan approval, as well as zoning relief in the form of certain variations (collectively, the “Village Approvals”); and

**WHEREAS**, during the course of seeking the Village Approvals, the Village and Garfield Crossing have discussed, from time to time, the possibility of Village development of an east-west alley right-of-way between Washington Street on the west and Garfield on the east (the “Possible Future Alley”); and

**WHEREAS**, the Village and Garfield Crossing have agreed that creation of the Possible Future Alley involves a number of cost, timing and ownership issues that require further consideration, and that exploration of those issues will take some time; and

**WHEREAS**, while the Village and Garfield Crossing have agreed that it is in their best interests to move forward with the Village Approvals and construction by Garfield Crossing of the Proposed Development by Garfield Crossing at this time, they have also agreed to negotiate in good faith relative to a license for access for the Possible Future Alley across the Property in the event certain conditions set forth in an Option for License Agreement are met. A copy of the Option for License Agreement is attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, the President and Board of Trustees of the Village find that approval and execution of the Option for License Agreement is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

**SECTION 2:** The Board of Trustees hereby approves the Option for License Agreement attached hereto as **Exhibit A** and made a part hereof. Further, the Board of Trustees authorizes and directs the Village President and Clerk, or their designees, to execute said Option for License Agreement and to take such other actions as are necessary to implement same.

**SECTION 3: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me, and attested by the Village Clerk, on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
VILLAGE PRESIDENT

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK

**EXHIBIT A**

**LICENSE FOR OPTION AGREEMENT**

**(ATTACHED)**



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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN OPTION FOR LICENSE AGREEMENT RELATIVE TO EAST-WEST ALLEY RIGHT-OF-WAY ACCESS ACROSS 26 – 32 E. 1<sup>ST</sup> STREET**

which Resolution was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2013, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the \_\_\_\_ day of \_\_\_\_\_, 2013.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village Clerk

[SEAL]

## OPTION FOR LICENSE AGREEMENT

**THIS OPTION FOR LICENSE AGREEMENT** ("Agreement"), dated as of the Effective Date as defined herein, is entered into by the Village of Hinsdale, an Illinois municipal corporation, having its principal office at 19 E. Chicago Avenue, Hinsdale, Illinois 60521 (hereinafter referred to as the "Village") and Garfield Crossing LLC, an Illinois limited liability company, having its principal office at 18W140 Butterfield Road, Suite 700, Oakbrook Terrace, Illinois 60181 (hereinafter referred to as "Garfield Crossing").

### RECITALS

**WHEREAS**, Garfield Crossing is the owner of real property commonly known as 26 - 32 E. 1<sup>st</sup> Street, Hinsdale, Illinois (the "Property"). The Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, Garfield Crossing proposes to construct a two-story commercial development at the Property (the "Commercial Building"), along with related parking and other improvements, located in the B-2 Central Business Zoning District. Garfield Crossing has, in accordance with the Zoning Code of the Village of Hinsdale ("Zoning Code"), sought and received from the Village Board of Trustees and Zoning Board of Appeals, site plan and exterior appearance plan approval, as well as zoning relief in the form of certain variations (collectively, the "Village Approvals"); and

**WHEREAS**, during the course of seeking the Village Approvals, the Parties have discussed, from time to time, the possibility of creating an east-west alley right-of-way between Washington Street on the west and Garfield on the east (the "Possible Future Alley"); and

**WHEREAS**, the Parties have agreed that creation of the Possible Future Alley involves a number of cost, timing and ownership issues that require further consideration, and that exploration of those issues will take some time; and

**WHEREAS**, it is therefore agreed between the Parties that it is in the best interests of the Parties to move forward with the Village Approvals and construction of the Proposed Development at this time, while leaving the creation of the Possible Future Alley to be explored in a measured manner outside of the time constraints of the Proposed Development; and

**WHEREAS**, the Village has requested that Garfield Crossing be open to the idea of the Possible Future Alley and to negotiating a license agreement between the Parties should certain Preconditions set forth herein be met, and Garfield Crossing has agreed to same.

**NOW THEREFORE**, in consideration of the mutual covenants and promises agreed to, and the monetary payments provided herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**I. OPTION FOR LICENSE AGREEMENT.** Garfield Crossing hereby grants to the Village an Option for License Agreement as follows: Should the Village be successful in acquiring, either through lease, license, easement or ownership through any means (purchase, donation, eminent domain, etc.) rights in property sufficient to create an alley right-of-way between the Property and Washington Street to the west, or firm commitments for same, during the Option Term, as such Term is defined in Section II below, (the "Option Precondition"), the Village may exercise an Option for License Agreement by notifying Garfield Crossing in the manner specified below. Upon exercise of such Option for License Agreement by the Village, Garfield Crossing will negotiate with the Village in good faith regarding the licensing of additional area for use as right-of-way to extend the Possible Future Alley across the Property to Garfield (the "Possible Licensed Area"), along with such utility or other easements as are determined to be necessary by the Parties, all pursuant to the terms and conditions set forth in this Agreement.

**II. TERM OF OPTION AND AGREEMENT.** The term of this Agreement and the Option given hereunder shall commence at the Effective Date, and shall extend for twelve (12) months from the issuance of an occupancy permit for the Commercial Building (the "Option Term").

**III. EXERCISE OF OPTION.** During the Option Term, the Village may exercise the Option by notifying Garfield Crossing in writing that the Option Precondition has been met. If the Village does not so notify Garfield Crossing during the Option Term, this Agreement will terminate and the Parties will have no further liability or responsibility to each other relative to a Possible Licensed Area for alley right-of-way across the Property.

**IV. TERM OF LICENSE TO BE NEGOTIATED.** The Term of the License to be negotiated upon exercise of the Option (the "License") shall be for a minimum of five years, with options for renewal of the resulting License for two additional five-year terms (subject to mutual agreement of the Parties).

**V. PRICE OF OPTION.** The Village agrees to pay Garfield Crossing the sum of \$10 for this Option upon execution of this Agreement.

**VI. PRICE OF LICENSE TO BE NEGOTIATED.** Should the Village exercise its Option hereunder, with the result that the Parties subsequently enter into negotiations on the terms of the License, the Parties agree that the fee for such License to be paid by the Village to Garfield Crossing shall be reasonable and determined based on negotiations between the Parties, but that the exact amount of such fee cannot be determined at this time. A reasonable license fee shall instead be determined based on negotiation of the Parties at the time the License is created, through appraisals or

through any other legal method of valuation mutually agreed to by the Parties. All legal fees, or any other direct costs related to this Agreement, shall be included in this fee.

**VII. LOCATION OF LICENSED AREA.** The Parties agree that the exact location of the Possible Licensed Area cannot be determined at this time due to a number of variables. If agreed to by the Parties, the Possible Licensed Area could potentially be located anywhere on the Property south of the Commercial Building. A copy of the Site Plan showing the Commercial Building is attached hereto and made a part hereof as **Exhibit B.**

**VIII. ACCESS.** The License shall allow twenty-four (24) hour, seven (7)-day pedestrian and vehicular access to and over the Possible Licensed Area, between the Possible Future Alley on the west side of the Property, to Garfield on the east.

**IX. OTHER LICENSE TERMS.** The License, when negotiated, shall include such other reasonable terms as are commonly included in such agreements, subject to the good faith negotiations of the Parties in creating the License.

**X. APPROVALS.** To the extent that the location of the Possible Licensed Area on the Property, as determined at the time the Option is exercised, requires site plan modifications, or additional zoning relief, the Village agrees to grant such relief as is necessary to site the Possible Licensed Area on the Property, including any additional waivers for decreases in on-site parking.

**XI. NOT EXCLUSIVE METHOD.** The Parties agree that a License shall not be the exclusive method of acquiring rights across the Property for the Possible Future Alley, and that the Village is not barred hereunder from utilizing eminent domain, a negotiated sale, easement, dedication, or any other legal method of acquiring right-of-way across the Property.

**XII. TERMINATION.** If the Village has not met the Option Precondition within the Option Term as defined in Section II above, the obligations of the Parties under this Option for License Agreement shall terminate. Such termination shall in no way prohibit the Parties or their successors from creating a right-of-way across the Property in the future, through license or any other legal method of acquiring right-of-way. If the Option Precondition has been met, the obligations of the Parties to negotiate a License in good faith consistent with the terms and conditions set forth herein shall continue in full force and effect until such time as the License is created or the Parties mutually agree to terminate negotiations and their respective obligations under this Agreement.

In addition, this Agreement may be terminated:

- (a) by the Village, without penalty or further liability, with thirty (30) days prior written notice to Garfield Crossing;
- (b) by mutual agreement of the Parties.

### **XIII. WARRANTIES.**

(a) The Village and Garfield Crossing each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Garfield Crossing represents and warrants that: (i) Garfield Crossing solely owns the Property as a legal lot in fee simple; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect the ability of the Village to exercise its Option under this Agreement; and (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Garfield Crossing will provide a copy of this signed Agreement to the party gaining a security interest and will ensure that any such debt, mortgage or other security interest is subordinate to the rights of the Village to exercise its Option hereunder.

### **XIV. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by the Parties and a breach of this Agreement: (i) failure to negotiate in good faith regarding creation of the License upon notification by the Village that the Option Precondition has been met; or (ii) the failure of a Party to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from the non-defaulting Party specifying the failure. If the defaulting Party remains in default beyond any applicable cure period, the non-defaulting Party shall have the right to exercise any and all rights and remedies available to it under law and equity.

**XV. ASSIGNMENT.** The Agreement shall bind and benefit the Parties' successors and assigns. Garfield Crossing is obligated to notify any successor in interest to the Property of its rights and obligations under this Agreement, and may assign or transfer its rights and obligations under this Agreement to a successor in interest to the Property. Garfield Crossing shall notify the Village in writing of any assignment or transfer. Upon notification to the Village of such assignment or transfer, Garfield Crossing will be relieved of all future performance, liabilities and obligations under this Agreement.

**XVI. NOTICES.** All notices, requests, demands and communications hereunder will be given by first-class, certified or registered mail, return-receipt-requested, or by a nationally recognized overnight courier, postage prepaid to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows.

As to Garfield Crossing: Garfield Crossing, LLC  
Attn: Clay Naccarato  
18W140 Butterfield Road, Suite 700  
Oakbrook Terrace, Illinois 60181; and

As to the Village:                   The Village of Hinsdale  
  Attn: Village Manager  
  19 E. Chicago Avenue  
  Hinsdale, Illinois 60521

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

**XVII. SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

**XVIII. MISCELLANEOUS.**

(a)    **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Village and an authorized agent of Garfield Crossing. No provision may be waived except in a writing signed by both Parties.

(b)    **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d)    **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties relative to the Possible Future Alley and the licensing of right-of-way across the Property, and will supersede all prior offers, negotiations and agreements.

(e)    **Governing Law.** This Agreement will be governed by the laws of the State of Illinois in the Circuit Court of DuPage County, where the Property is located.

(f)    **Effective Date:** This Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below ("Effective Date").

**[SIGNATURE AND ACKNOWLEDGEMENTS OF THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below (the "Effective Date").

**THE VILLAGE OF HINSDALE:**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**GARFIELD CROSSING, LLC:**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Authorized Officer

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**OF PROPERTY**



**EXHIBIT B**

**SITE PLAN SHOWING POSSIBLE LICENSED AREA**

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1545**

**FOR PERIOD May 18, 2013 through May 31, 2013**

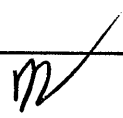

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$400,112.50 reviewed and approved by the below named officials.

APPROVED BY  DATE 5/31/13  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 5/30/13  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

DATE May 27, 2013

<b>AGENDA SECTION</b>	ACA	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	Accounts Payable	<b>APPROVED</b>	Darrell Langlois  Assistant Village Manager/Director of Finance
<p>At the meeting of June 04, 2013 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p><b>Motion:</b> To move approval and payment of the accounts payable for the period of May 18, 2013 through May 31, 2013 in the aggregate amount of <u>\$400,112.50</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
<b>STAFF APPROVALS</b>			
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			

**Village of Hinsdale  
Warrant # 1545  
Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	149,218.15	-	149,218.15
Capital Project Fund	45300	60,854.41		60,854.41
Water & Sewer Operations	61061	25,735.91	-	25,735.91
Payroll Revolving	79000	11,983.74	108,813.59	120,797.33
Escrow Funds	72100	43,506.70		43,506.70
<b>Total</b>		<b>291,298.91</b>	<b>108,813.59</b>	<b>400,112.50</b>

WARRANT REGISTER #

1545

6/ 4/13

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE			
174749 AFLAC SLAC	0524130000000000	72.75	
174750 ALFAC OTHER	0524130000000000	248.14	
174751 AFLAC OTHER	0524130000000000	192.36	
	CHECK NO. 94197		513.25
COLONIAL LIFE PROCESSING			
174742 COLONIAL OTHER	0524130000000000	27.63	
174743 COLONIAL S L A C	0524130000000000	74.75	
	CHECK NO. 94198		102.38
I.U.O.E.LOCAL 150			
174758 LOCAL 150 UNION DUES	0524130000000000	557.42	
	CHECK NO. 94199		557.42
LIMA LIMA FLIGHT TEAM			
174774 MEMORIAL DAY	500-05/2013	500.00	
	CHECK NO. 94200		500.00
NATIONWIDE RETIREMENT SOL			
174744 USCM/PEBSCO	0524130000000000	42.13	
174745 USCM/PEBSCO	0524130000000000	1660.00	
	CHECK NO. 94201		1702.13
NATIONWIDE TRUST CO.FSB			
174752 PEHP UNION 150	0524130000000000	327.29	
174753 ACCRUED SK PEHP BONUS	0524130000000000	1144.51	
174754 PEHPPD	0524130000000000	628.45	
174755 PEHP COMPTIME PD	0524130000000000	525.88	
174756 PEHP REGULAR	0524130000000000	1975.45	
	CHECK NO. 94202		4601.58
STATE DISBURSEMENT UNIT			
174757 CHILD SUPPORT	0524130000000000	1084.62	
	CHECK NO. 94203		1084.62
STATE DISBURSEMENT UNIT			
174759 CHILD SUPPORT	0524130000000000	313.21	
	CHECK NO. 94204		313.21
STATE DISBURSEMENT UNIT			
174760 CHILD SUPPORT	0524130000000000	585.00	
	CHECK NO. 94205		585.00
STATE DISBURSEMENT UNIT			
174761 CHILD SUPPORT	0524130000000000	184.62	
	CHECK NO. 94206		184.62

## WARRANT REGISTER #

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT			
174762 CHILD SUPPORT	0524130000000000	1615.38	
	CHECK NO. 94207		1615.38
VILLAGE OF HINSDALE			
174746 DEP CARE REIMB.F/P	0524130000000000	88.75	
174747 MEDICAL REIMBURSEMENT	0524130000000000	290.83	
174748 MEDICAL REIMBURSEMENT	0524130000000000	344.57	
	CHECK NO. 94208		724.15
A/R CONCEPTS INC			
174675 COLLECTION FEES	VOH100-04/2013	1218.65	
	CHECK NO. 94209		1218.65
AIR ONE EQUIPMENT			
174776 AIR TEST	87768	135.00	
	CHECK NO. 94210		135.00
AMERICAN EXPRESS			
174803 ASST MERCHANDIZE	802005-04/13	2731.65	
	CHECK NO. 94211		2731.65
ARAMARK UNIFORM SERVICES			
174682 UNIFORMS	7018091758	419.48	
174802 UNIFORMS	7018100651	217.64	
	CHECK NO. 94212		637.12
ASPEN CONSTRUCTION SERVIC			
174724 STM WTR/143 E WALNUT	20302	7245.70	
	CHECK NO. 94213		7245.70
ASPEN VALLEY LANDSCAPE			
174801 MULCH	14103596/587	274.45	
	CHECK NO. 94214		274.45
AT & T			
174727 VEECK PARK	6303233863-05/13	4.31	
	CHECK NO. 94215		4.31
ATLAS BOBCAT INC			
174771 RINGS	B44654	47.85	
	CHECK NO. 94216		47.85
ATLAS RESTORATION			
174712 CONT BD/901 S COUNTY LINE 21148		500.00	
	CHECK NO. 94217		500.00

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
BEVERAGE TOWN 174789 REPAIR	62211 CHECK NO. 94218	195.25	195.25
BLUE CROSS BLUE SHIELD 174825 REFUND	130040 CHECK NO. 94219	643.05	643.05
BONO CSR KATHLEEN W. 174777 ZONING 6123	APP01-13 CHECK NO. 94220	384.00	384.00
BURRINK CONCRETE 174798 CONCRETE REPAIRS 174799 EX FT/CURB	130061 130061-1 CHECK NO. 94221	7960.50 310.25	8270.75
CALLONE 174741 TELEPHONE	10109073-05/13 CHECK NO. 94222	4421.84	4421.84
CARUSO, MATTHEW 174720 CONT BD/822&830 S MADISON 21221	CHECK NO. 94223	500.00	500.00
CHICAGO INTERNATIONAL 174865 AUTO PARTS	10144920 CHECK NO. 94224	691.77	691.77
CINTAS CORPORATION 769 174701 RUGS TOWELS ETC 174769 RUGS TOWELS ETC	769227377 769230840 CHECK NO. 94225	190.25 255.26	445.51
CLARK DIETZ ENGINEERS 174735 OAK STREET BRIDGE	29 CHECK NO. 94226	8479.11	8479.11
COMED 174779 POOL 174780 ROBBINS PARK 174781 5903 COUNTY LINE 174782 PADDLE HUT 174783 ELEANOR PARK 174804 KLM 174805 TRAIN STATION 174806 VEECK PARK	8605437007-04/13 8521083007-04/13 7093550127-04/13 0203017056-4/13 0075151076-4/13 7093551008-4/13 8521342001-4/13 3454039030-4/13	771.49 152.55 83.83 151.91 344.52 1505.24 265.37 787.36	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMED			
174807 BURLINGTON PARK	0499147045-4/13	25.53	
174808 VEECK PARK	2425068008-4/13	648.28	
174809 314 SYMONDS	0417073048-4/13	232.83	
174810 21 SPINNING WHEEL	1131101044-4/13	88.24	
174811 57 TH STREET	0015093062-4/13	186.94	
174812 BURLINGTON PARK	6583006139-4/13	25.53	
174842 BROOK PARK	8605174005-4/13	162.70	
174843 WALNUT STREET	7011481009-4/13	29.35	
174844 PIERCE PARK	7011378007-4/13	1221.82	
174845 SAFETY TOWN	7261620005-4/13	16.60	
174846 RR	7011157008-4/13	51.36	
174847 CHESTNUT PARK	0203065105-4/13	44.99	
174848 CLOCK TOWER	0381057101-4/13	27.62	
174849 HICKORY STREET	8689640004-4/13	20.15	
174850 ELEANOR PARK	86892060002-4/13	34.47	
174851 WASHINGTON LOT	2838114008-4/13	41.21	
174852 WATER PLANT	8521400008-4/13	31.52	
174853 WASHINGTON	2378029015-4/13	41.43	
174854 FOUNTAIN	0471095066-4/13	112.67	
174855 IRRIGATION	0639032045-4/13	15.62	
	CHECK NO. 94227		7121.13
COMMERCIAL COFFEE SERVICE			
174695 COFFEE	118478	82.50	
174766 COFFEE	118601	75.00	
	CHECK NO. 94229		157.50
CONSERV FS			
174818 PAINT	1698641	1313.00	
	CHECK NO. 94230		1313.00
CONSTELLATION NEWENERGY			
174856 STREET LIGHTS	0010161410-4/13	401.43	
	CHECK NO. 94231		401.43
CRYSTAL MGMNT & SVCS CORP			
174679 CUSTODIAL SERVICES	21277	3765.00	
	CHECK NO. 94232		3765.00
D. POLLACK GLASS & MIRROR			
174786 GLASS/TABLE TOP	1044786	431.84	
	CHECK NO. 94233		431.84
DUPAGE COUNTY ANIMAL			
174794 ANIMAL CONTROL	33818638	125.00	
	CHECK NO. 94234		125.00



WARRANT REGISTER #

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PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
DUPAGE JUVENILE OFFICERS			
174790 MEMBERSHIP	62118	50.00	
	CHECK NO. 94235		50.00
DZIEDZIC, TOM			
174822 CLASS REFUND	117930	110.00	
	CHECK NO. 94236		110.00
EAGLE UNIFORMS INC			
174866 UNIFORMS	223595	480.50	
	CHECK NO. 94237		480.50
EMC			
174770 PARTS	40580	200.00	
	CHECK NO. 94238		200.00
EXCELL FASTENER SOLUTIONS			
174792 TAPE	3165	23.00	
	CHECK NO. 94239		23.00
EXPERT BLDG MAINTENANCE			
174719 CONT BD/540 W OGDEN	21227	500.00	
	CHECK NO. 94240		500.00
FEDEX			
174857 OVERNIGHT	228115735	69.26	
	CHECK NO. 94241		69.26
FIAT			
174694 DUES	27404	3500.00	
	CHECK NO. 94242		3500.00
FRYZEL, ANNETTE & SCOTT			
174723 STM WTR/218 E WALNUT	019804	10612.00	
	CHECK NO. 94243		10612.00
GARBER CONSTRUCTION			
174725 STM WTR/610 N WASHINGTON	20483	7099.00	
	CHECK NO. 94244		7099.00
GARY A. KING			
174726 WORKSHEETS	R13-025	6.00	
	CHECK NO. 94245		6.00
GRAINGER, INC.			
174797 ASST MERCHANDIZE	9147830005	79.54	
	CHECK NO. 94246		79.54

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6/ 4/13

PAYEE VOU: DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
<b>HAMILTON DATA CARD</b>			
174690 RIBBONS/CARDS	21443	906.27	
174737 COLOR RIBBON	21441	75.73	
	CHECK NO. 94247		982.00
<b>HD SUPPLY WATERWORKS</b>			
174681 METERS	9569729	966.71	
174703 METER	9451075	2208.00	
174861 ROD	9819785	335.46	
	CHECK NO. 94248		3510.17
<b>HINSBROOK LANDSCAPING</b>			
174722 CONT BD/325 E WALNUT	20926	500.00	
	CHECK NO. 94249		500.00
<b>HINSDALE NURSERIES, INC.</b>			
174800 TREES	702212	694.00	
	CHECK NO. 94250		694.00
<b>HOME DEPOT CREDIT SERVICE</b>			
174796 ASST MERCHANDIZE	5029723/3024888	59.70	
	CHECK NO. 94251		59.70
<b>HORIZON DISTRIBUTORS, INC</b>			
174683 PAPER GOODS	S3119769-001	266.71	
174813 PAPER GOODS	S3120714/375	739.61	
	CHECK NO. 94252		1006.32
<b>HR GREEN INC</b>			
174730 CONSTRUCTION OBSERVATION	86073	9474.55	
174731 OPERATOR SERVICES	86159	237.00	
174733 WOODLANDS	86115	4610.00	
	CHECK NO. 94253		14321.55
<b>HYDRO VISION TECHNOLOGY L</b>			
174693 TELEWISE	1285HINSDALE	1360.00	
	CHECK NO. 94254		1360.00
<b>IL CITY/COUNTY MNGT ASSOC</b>			
174692 DUES	27407	435.00	
	CHECK NO. 94255		435.00
<b>IRMA</b>			
174674 DEDUCTIBLES	8686/12353	1915.06	
	CHECK NO. 94256		1915.06
<b>ISAWWA</b>			

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ISAWWA			
174778 CONFERENCE	200006537	50.00	
	CHECK NO. 94257		50.00
JAMES J BENES & ASSOC INC			
174816 PLAN REVIEWS	7600-04/2013	7600.00	
174870 2014 PROJECT DESIGN	1423000	12334.30	
174871 2014 RESURFACING	44653	8986.03	
	CHECK NO. 94258		28920.33
KIEFT BROS INC			
174860 CONCRETE REPAIRS	194220	103.95	
	CHECK NO. 94259		103.95
KLEIN, THORPE, JENKINS LTD			
174869 LEGAL SERVICES	163914-16	17129.16	
	CHECK NO. 94260		17129.16
KORIDEK, MICHAEL			
174710 CONT BD/908 S MONROE	21258	500.00	
	CHECK NO. 94261		500.00
LAPTOP BATTERY STORE			
174791 BATTERY	266519-1	101.85	
	CHECK NO. 94262		101.85
LIFEGUARD STORE			
174680 UNIFORMS/EQUIPMENT	129984	3546.50	
	CHECK NO. 94263		3546.50
LIPKE KENTEX HESSE, INC			
174867 CLEANING MATERIALS	434666	262.63	
	CHECK NO. 94264		262.63
MANGANIELLO, JIM			
174702 METER READINGS	1389-05/13	1389.00	
	CHECK NO. 94265		1389.00
MARTINO CONCRETE			
174715 CONT BD/536 THE LANE	20714	500.00	
	CHECK NO. 94266		500.00
MAX WELDING INC			
174763 REPAIRS	1079	1105.00	
	CHECK NO. 94267		1105.00
MICRO CENTER A/R			

WARRANT REGISTER #

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MICRO CENTER A/R			
174684 COMPUTER PARTS	3097501	29.99	
	CHECK NO. 94268		29.99
MINERVA PROMOTIONS			
174689 STAFF SHIRTS	152659-723	2140.63	
	CHECK NO. 94269		2140.63
MORALEDD, RAMON			
174718 CONT BD/4908 OLD SURREY	21267	500.00	
	CHECK NO. 94270		500.00
MOTOROLA			
174704 MAINTENANCE	SR101738	49.25	
	CHECK NO. 94271		49.25
NATIONAL SEED			
174691 WEED STOPPER	537643SI	43.95	
	CHECK NO. 94272		43.95
NICOR GAS			
174676 5905 COUNTY LINE	1295211000-04/13	45.15	
174677 5911 COUNTY LINE	0667735657-04/13	519.46	
174678 5903 COUNTY LINE RD	1811704647-04/13	493.49	
	CHECK NO. 94273		1058.10
NUCO2 INC			
174686 CHEMICALS	R137446271	204.19	
174687 CHEMICALS	R137475672	42.69	
174862 CHEMICALS	RI37583228	83.02	
	CHECK NO. 94274		329.90
OAKLEY HOME BUILDERS			
174713 CONT BD/928 S ADAMS	21126	1000.00	
	CHECK NO. 94275		1000.00
OCCUPATIONAL HEALTH CTR			
174767 TEST	1007434149	1147.50	
	CHECK NO. 94276		1147.50
PERMA SEAL			
174740 REFUND	21234	600.00	
	CHECK NO. 94277		600.00
POOLEQUIP			
174764 HIGH DIVE	G2863-1	1786.77	
	CHECK NO. 94278		1786.77

## WARRANT REGISTER #

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
PROLIANCE ENERGY, LLC			
174784 GAS	201304I002159	4433.41	
	CHECK NO. 94279		4433.41
PROVEN BUSINESS SYSTEMS			
174729 QTERLY	150695	940.00	
174868 QTERY BILLING	151272	940.00	
	CHECK NO. 94280		1880.00
QUARRY MATERIALS, INC.			
174696 COLD MIX	46415	542.16	
174707 COLD PATCH	46461	322.92	
174765 COLD PATCH	46517	439.06	
174785 SURFACE	46537	324.00	
	CHECK NO. 94281		1628.14
REMPE SHARPE & ASSOCIATES			
174732 2013 RESURFACING	23346	9225.35	
174734 2013 RECONSTRUCTION	23345	7745.07	
	CHECK NO. 94282		16970.42
ROBBINS SCHWARTZ NICHOLA			
174873 LEGAL	248510	698.75	
	CHECK NO. 94283		698.75
ROGOWSKI, AMY & THOMAS			
174711 CONT BD/626 S PARK	21241	10000.00	
	CHECK NO. 94284		10000.00
SHERWIN INDUSTRIES, INC			
174697 TRAFFIC PAINT	SS050420	1210.48	
174739 GLASS BEADS	SS050419	60.00	
	CHECK NO. 94285		1270.48
SHRM			
174736 MEMBERSHIP	9005347197	180.00	
	CHECK NO. 94286		180.00
SKYHAWKS SPORT ACADEMY IN			
174688 INSTRUCTION *REIMB EXP*	8955313319	1342.00	
	CHECK NO. 94287		1342.00
SNYDER, CHARLES			
174823 KLM REFUND	EN130613/21301	250.00	
	CHECK NO. 94288		250.00
SOLAR SERVICE INC			

## WARRANT REGISTER #

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6/ 4/13

PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SOLAR SERVICE INC			
174721 CONT BD/5607 S PARK	21177	500.00	
	CHECK NO. 94289		500.00
SOUTHWEST CENTRAL DISPATCH			
174787 FIRE DISPATCHING	101201166-06/13	5601.65	
174788 PD 5/13 & 6/13	101201163-05/13	45947.58	
	CHECK NO. 94290		51549.23
SPORTS R US			
174706 INSTRUCTION *REIMB EXP*	1752	748.00	
	CHECK NO. 94291		748.00
STANFORD, JAMES			
174716 CONT BD/217 W HICKORY	20621	850.00	
	CHECK NO. 94292		850.00
STANFORD, JAMES			
174717 CONT BD/217 W HICKORY	20533	500.00	
	CHECK NO. 94293		500.00
STOMPER, SCOTT			
174820 BROCHURE DESIGN	0033	240.00	
	CHECK NO. 94294		240.00
SUBURBAN DOOR CHECK			
174773 KEYS	435844	77.30	
	CHECK NO. 94295		77.30
SUBURBAN LABORATORIES, IN			
174705 DISINFECTANT	27700	815.00	
	CHECK NO. 94296		815.00
SUTRON			
174863 MONITORING	501339-1	447.50	
174864 MONITORING	501339	2712.75	
	CHECK NO. 94297		3160.25
T2 SYSTEMS			
174699 HARDWARE	M002668	1800.00	
	CHECK NO. 94298		1800.00
TAMELING INDUSTRIES			
174858 LANDSCAPE SUPPLIES	0086157	82.41	
	CHECK NO. 94299		82.41
THE MARTIN COMPANY			

WARRANT REGISTER #

1545

6/ 4/13

PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
THE MARTIN COMPANY			
174826 NAME PLATES	358572	14.13	
	CHECK NO. 94300		14.13
TIMBERBUILT INC			
174714 CONT BD/5618 CHILDS	20794	1700.00	
	CHECK NO. 94301		1700.00
TRAFFIC CONTROL & PROTECT			
174815 SIGNS	77067/97	1588.00	
174824 SCHOOL SIGNS	76663	651.00	
	CHECK NO. 94302		2239.00
TRITON ELECTRONICS, INC			
174700 RADAR	7108	534.00	
	CHECK NO. 94303		534.00
TRUGREEN-CHEMLAWN			
174819 FERTILIZER	269066095	1506.12	
	CHECK NO. 94304		1506.12
TYCO INTEGRATED SECURITY			
174817 VEECK PARK ALARM	92538493-1	767.47	
	CHECK NO. 94305		767.47
USA BLUE BOOK			
174738 YRLY MAINTENANCE	951685	213.95	
	CHECK NO. 94306		213.95
VERMEER ILLINOIS			
174772 SOLENOID	062959/62830	112.29	
	CHECK NO. 94307		112.29
VILLAGE OF BURR RIDGE			
174775 MISC REIMBURSEMENT	826	45.87	
	CHECK NO. 94308		45.87
WAGEWORKS			
174728 FSA SERVICE FEE	125A10240523	78.00	
	CHECK NO. 94309		78.00
WAREHOUSE DIRECT INC			
174685 INK CART	1949124	22.40	
174708 OFFICE SUPPLIES	1945573/736	212.62	
174814 OFFICE SUPPLIES	1954345	45.28	
	CHECK NO. 94310		280.30

WARRANT REGISTER #

1545

6/ 4/13

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
WILLOWBROOK FORD INC			
174698 SQUAD REPAIRS	5081362	288.61	
174793 SEAL KIT	5081691	69.73	
	CHECK NO. 94311		358.34
ZEP MANUFACTURING CO.			
174768 SHOP SUPPLIES	9000019733/5305	272.60	
	CHECK NO. 94312		272.60
ZESCO			
174709 CHAIRS	S100240701	8481.51	
	CHECK NO. 94313		8481.51
ZIEBELL WATER SERVICE			
174859 WATER MAIN SUPPLIES	220472000	2887.68	
	CHECK NO. 94314		2887.68
ZON COM PRODUCTIONS INC			
174821 DEPOSIT	809	400.00	
	CHECK NO. 94315		400.00
	GRAND TOTAL		291,298.91



**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1545**

<b>Payee/ Date</b>	<b>Description</b>	<b>Vendor Invoice</b>	<b>Invoice Amount</b>
Electronic Federal Tax Payment Systems 5/24/2013	Village Payroll #11 - Calendar 2013	FWH	43,164.69
Electronic Federal Tax Payment Systems 5/24/2013	Village Payroll #11 - Calendar 2013	FICA/MCARE	35,351.98
Illinois Department of Revenue 5/24/2013	Village Payroll #11 - Calendar 2013	State Tax Withholding	16,334.83
ICMA - 457 Plans 5/24/2013	Village Payroll #11 - Calendar 2013	Employee Withholding	12,177.34
H SA PLAN CONTRIBUTION		Employee Withholding	1,784.75

**Total Bank Wire Transfers and ACH Payments      108,813.59**

DATE: June 4, 2013

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Board of Trustees Item	<b>DEPARTMENT</b> Community Development
<b>ITEM</b> Oak Street Bridge Phase 2 (Design Engineering) Oak Street from Walnut to South of Chicago and the Bridge over the BNSF tracks	<b>APPROVAL</b> Daniel M. Deeter Village Engineer

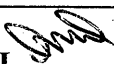
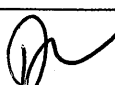
As required for federally funded projects, the Village of Hinsdale has been working through the Request for Qualifications process to select an engineering consultant to conduct Phase 2 (Design Engineering) for the Oak Street Bridge Replacement Project. The sequence of events for this process are listed below:

- ✓ Issued Request for Qualifications letters to four consultants 01/11/13
- ✓ Received two statements of qualifications-HR Green & Rempe-Sharpe 01/31/13
- ✓ Staff evaluates qualifications of engineering consultants 02/01/13-02/25/13
- ✓ EPS discussed and approved the staff recommendation for HR Green 03/11/13
- ✓ HR Green develops design contract for Village review 3/12/13-05/01/13
- ✓ IDOT District 1 reviews & approves engineering contract 05/01/13-05/16/13
- BOT reviews and approves design engineering contract 06/04/13
- IDOT Springfield reviews & approves engineering contract (est. 30 days) 07/08/13
- Phase II Design begins after phase I approval

The design phase is anticipated to occur from July 2013 – November 2014. Construction is anticipated in 2015. The design phase will be funded using 80% Federal Highway Bridge Replacement & Rehabilitation Program funds and 20% State of Illinois Capital Funds.

Should the Board of Trustees concur with this recommendation, the following motion would be appropriate:

**Motion: To Award the Engineering Services for the Design of the Oak Street Bridge Replacement Project to HR Green, Inc. in the Amount Not to Exceed \$814,047.43.**

<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**Daniel Deeter**

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**From:** Graziano, James M. [James.Graziano@Illinois.gov]  
**Sent:** Thursday, May 16, 2013 1:40 PM  
**To:** 'Chaudhry, Akram'  
**Cc:** Davies, Robert; Daniel Deeter; Latinwo, Temi B  
**Subject:** Hinsdale 10-00089-00-BR; PE II  
**Attachments:** PE II BLR 05610 comments.pdf


Good Afternoon AC:

We have reviewed the draft ESA and have some corrections before submitting to the village. Attached is a copy of Page 1 that shows some corrections to the Project Description, but also note that the Project Number is incorrect. Further, you have included proposals from Visu-Sewer of Illinois, Community Land Acquisition Services, HLR, Polach Appraisal Group and CSG Consultants, which would appear to be "Services by Others" rather than "Direct Costs". However, if you have previously submitted agreements using similar listings that have been approved by the auditors in Springfield, then you can proceed in this manner. Please have the village submit four fully executed copies of the complete agreement to this office for processing. Should you have any questions please contact me or Temi. Thanx.

*James M. Graziano, P.E.*  
*Consultant to the Illinois Department of Transportation*  
*Region One, Bureau of Local Roads and Streets*  
847-705-4189  
James.Graziano@illinois.gov

 Please consider the environment before printing this e-mail.

5/30/2013

Local Agency Village of Hinsdale	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>	CONSULTANT	Consultant HR Green, Inc.
County DuPage				Address 420 N. Front Street (Suite 100)
Section 10-00089-00-BR				City McHenry.
Project No. BRM-9003(701)				State IL
Job No. D-91-756-10				Zip Code 60050
Contact Name/Phone/E-mail Address Daniel Deeter, PE (630)789-7039 ddeeter@villageofhinsdale.org				Contact Name/Phone/E-mail Address Akram Chaudhry, P.E. (815) 385-1778 achaudhry@hrgreen.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Oak Street Route FAU 2999 Length 0.39 mi Structure No. 022-6550 (Ex)  
022-6404 (Prop)

Termini South of Chicago Avenue to North of Walnut Street (over the BNSF Railroad)

Description: Design engineering to remove and replace the existing overpass. Profile changes, minor roadway widening and modifications to intersecting streets are required to meet current geometric standards and clearances. Adjustments to utilities, ROW acquisition will also be part of the project. Design will conform to approved PDR and BCR.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend ~~any and all~~ meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE as listed in Exhibit C.
- To complete the services herein described within 540 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE ~~at the site of the improvement~~ for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF =  $14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$ , or  
☐ CPFF =  $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
IHDC = In House Direct Costs  
OH = Consultant Firm's Actual Overhead Factor  
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

BLR 05610 (Rev. 9/06)

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
HR Green, Inc.	42-0927178	\$700,164.99

Sub-Consultants:	TIN Number	Agreement Amount
Wang Engineering	36-3191909	\$20,470.00
Hitchcock Design Group	36-305-9328	\$71,121.31
Huff and Huff	36-3044842	\$22,291.13
Sub-Consultant Total:		\$113,882.44
Prime Consultant Total:		\$700,164.99
Total for all Work:		\$814,047.43

Executed by the LA:

Village of Hinsdale

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:



HR Green, Inc.

By: Robert G. Davies, S.E., P.E.

By: 

Akram Chaudhry, P.E.

Title: Project Director

Title: Vice President



Exhibit A - Preliminary Engineering

Route: F.A.U. 2999

Local Agency: Village of Hinsdale  
(Municipality/Township/County)

Section: 10-00089-00-BR

Project: BRM -9003(699)

Job No.: D-91-756-10

\*Firm's approved rates on file with IDOT'S  
Bureau of Accounting and Auditing:

Overhead Rate (OH) 1.68 %

Complexity Factor (R) 0.00

Calendar Days 540

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]

Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]

Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]

Specific Rate ☐

Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

See Next Page



**SHEET**  
**1**  
**OF**  
**3**

## EXCERPT EMENT Prime

PAYROLL	AVG HOURLY RATES	TOTAL PROJECT RATES			ROW plats & staking			Topo. Survey Pick up			Drain. Analy. & Permit			Roadway & Util. Plans			Bridge & Ret Wall TSLs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
CLASSIFICATION																			
cc/g Clerk 2	23.91	22	0.43%	0.10															
Admin. Assist. 2	23.01	62	1.21%	0.28															
Const. Eng. 2	35.23	36	0.70%	0.25															
Operations Manager	59.50	6	0.12%	0.07	3	1.69%	1.00		3	2.17%	1.29								
Practice Leader	70.00	84	1.64%	1.15															
Project Director	62.26	398	7.79%	4.85															
Proj. Eng. 1	34.82	1176	23.01%	8.01															
Proj. Eng. 2	39.94	1022	20.00%	7.99															
Proj. Land Surveyor	43.26	60	1.17%	0.51	45	25.28%	10.94		15	10.87%	4.70								
Sen. Design Technic	33.88	1498	29.32%	9.93															
Sen. Proj. Manager	62.99	428	8.38%	5.28															
Staff Eng. 2	28.67	0																	
Staff Land Surveyor	30.65	250	4.89%	1.50	130	73.03%	22.39		120	86.96%	26.66								
Strategic Client Mana	70.00	68	1.33%	0.93															
TOTALS		5110	100%	\$40.85	178	100%	\$34.33	138	100%	\$32.65	616	100%	\$41.83	1540	100%	\$40.10	152	100%	\$38.02





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## **Exhibit C Village of Hinsdale Oak Street over the BNSF Railroad**

Scope of Work by ENGINEER

This exhibit is intended to clarify the scope of work outlined in a general way in Item 13 of "The ENGINEER Agrees."

### **Project Understanding**

#### **A. General Understanding**

The Village of Hinsdale acquired ownership of the bridge from the BNSF railroad in 2009 in order to utilize funding secured for the replacement project. Phase I Engineering began in 2010. The final Project Development Report (PDR) has been submitted and the Village anticipates Design Approval by June 1<sup>st</sup> of 2013.

This project will consist of Phase II Engineering, including right-of-way acquisition. Elevating the profile of Oak Street and reconfiguring Hillgrove Avenue will involve a significant amount of earthwork, right-of-way, utility relocation, and utility replacement.

The Village has engaged residents throughout the Phase I engineering process using elements of the Context Sensitive Solutions Design approach. The overall project scope, as outlined in the PDR, will not change after PDR approval. However, the Village expects to refine the layout of the Hillgrove Avenue Cul-de-sac, access for Adventist Hinsdale Hospital and utility work in order to reduce Right of Way requirements and impacts on existing trees. Furthermore, aesthetic treatments for the retaining walls, the bridge and landscaping throughout the corridor were discussed with the Community Working Group (CWG) and documented in the PDR but were not finalized in Phase One. Design tasks are included to:

- Review the Right of Way requirements adjacent to AHH entrance
- Review the Hillgrove Avenue Cul De Sac layout and consider opportunities to reduce Right of Way impacts
- Continue to facilitate Community Working Group update meetings with the goal of reaching a general consensus on aesthetic considerations for the retaining walls (including their configuration), the bridge and the corridor.

The Adventist Hinsdale Hospital (AHH) owns the properties northwest, northeast



and southwest of the bridge and access to the hospital will be impacted. Their input and support was included in the Phase I engineering process. Additional coordination with AHH will be required throughout Phase II design and is included herein.

The BNSF Railroad has been very supportive of the project. During the design, HR Green will work closely with them to minimize impacts within their right-of-way, coordinate the bid documents, request approvals, coordinate the construction schedule with their operations and prepare the necessary agreements between the Village and BNSF.

We assume concurrence for the anticipated Categorical Exclusion and Design Approval will be granted before June 1, 2013.

The roadway will be closed to through traffic during construction utilizing a temporary detour route. The detour route will conform to those shown in the approved Project Development Report.

Based on the above schedule, our goal is to meet the November 2014 letting for construction.

## **B. Design Criteria**

1. The bridge design will conform to the recommendations shown in the Bridge Condition Report approved by IDOT, Bureau of Bridges and Structures
2. The roadway profile, cross section and limits will conform to those shown in the approved Bridge Condition Report and Project Development Report reviewed and concurred to by the IDOT Central Office.
3. Drafting/Plan presentation will conform to applicable IDOT Standards and Details.
4. Illinois Department of Transportation Bureau of Local Roads and Streets Manual.
5. Illinois Department of Transportation Bureau of Bridges and Structures Bridge Manual.
6. 2012 AASHTO LRFD Bridge Design Specifications, 6<sup>th</sup> Edition.
7. Joint BNSF/UPRR Guidelines for Railroad Grade Crossing Separation Projects.
8. Joint BNSF/UPRR Guidelines for Temporary Shoring
9. American Railway Engineering and Maintenance of Way Association (AREMA) Manual of Recommended Practice.
10. Drafting/Plan presentation will conform to applicable IDOT Standards
11. Preliminary Geotechnical Evaluation (Wang No. 373-19-01)
12. Applicable Village of Hinsdale Design Standards and Details

## **Scope of Services**

### **General**

#### **Preliminary (30%) Submittal**

We will work toward a 30% submittal for Village review and to update the CWG. To get to 30% several items from Phase I will have to be revisited and refined including:

- Review PDR (after Design Approval) noting final revisions made during the approval process.
- Identify type, height, and limits of retaining wall(s). Generate and submit TSL drawings for walls over 7'-0" high.
- Coordination with Adventist Hinsdale Hospital (AHH) regarding the relocation of their driveway. Temporary construction access and right-of-way required adjacent to Hillgrove Avenue and southwest of the bridge.
- Review the extent of right-of-way (permanent and temporary) shown in the PDR and reduce where possible (especially within BNSF property).
- Incorporate/finalize aesthetic considerations discussed in Phase I and produce renderings for Village staff, Village Board and the CWG to consider.

The objective of the 30% Submittal is to obtain concurrence with a preliminary plan from the review agencies and key stakeholders to allow design to proceed and avoid key design element revisions beyond preliminary plan submittal.

Prior to 30% Plan submittal we will also:

- Televiser sanitary sewer within the project limits to determine what repair work to include in the project. This work will be performed by a sub-contractor to HR Green and included as a direct cost to the project.
- Extend topographic survey where needed to cover the project limits indicated in the approved PDR (portions of Walnut, portions of Oak south of Chicago). Some added topographic survey is included to verify impacts on trees and optimize roadway cross section and profile in order to minimize right of way requirements.
- Sample and test soils adjacent to the railroad and the hospital for CCDD as outlined in the request. Sample building debris from the existing building southwest of the bridge for asbestos and lead. Submit the 30% drawings to BNSF.

#### **60% Submittal**

The 60% submittal will include right-of-way plats (for both easements and permanent

takings), Right-of-Way appraisals and an updated opinion of construction cost. We will complete the plat of easement and provide the cost data needed by BNSF to start the Construction and Maintenance (C&M) agreements between the Village and the BNSF.

**Prefinal (90%) Submittal**

This submittal will be equivalent to the Pre-final submittal that IDOT Bureau of Local Roads will require by mid-June of 2014 in order to make the November 2014 letting. We anticipate Right of Way negotiations started after the 30% submittal will continue through 60% so that the Right of Way package can be submitted to IDOT with the Pre-final submittal; Right of Way Certification by IDOT is needed in September 2014 to make the November letting.

**Final (100%) submittal**

The final submittal (Plans Specifications and Estimate or "PS&E") is due at IDOT on August 18th, 2014 to make the November 2014 letting.

**Bidding Services**

This project will be let through IDOT's Bureau of Local Roads. IDOT will advertise and post the bid sets on their website. Bureau of Local Roads will also tender the bids, and open them, tabulate them and award the Contract. The design team will include time to respond to bidders questions passed along by IDOT or the Village.

**Quality Assurance**

Prior to the Pre-Final (90%) submittal, the QA process will include review by our Construction Engineering Group. Our Construction Engineers will also provide input regarding constructability, scheduling and working days at each submittal.

**A. Surveying Services (HR Green)**

**Topographic Survey**

1. Topographic Survey – HR GREEN will perform additional topographic survey within portions of Oak Street, Chicago Avenue, Walnut Street, Hillgrove Avenue, BNSF railroad, and private property lying adjacent to the proposed improvements. Survey will include existing visible features and improvements. Underground utilities will be noted as observed at each unlocked manhole. Trees six inches or larger in diameter lying outside of a tree line will be located but species not identified. Survey will reference existing DuPage County and NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011). Elevations will be based upon NAVD88 or local benchmarks as discussed with the Village of Hinsdale. A railway flagperson will be required

- while working within the railroad right of way.
2. Topographic Survey Drawing – HR GREEN will generate a Microstation V8 drawing of the existing features. One (1) foot contours will be generated with the elevations referenced to NAVD88. HR GREEN will provide a Microstation V8 drawing with existing features and improvements within the project limits to be shown. Topographic Survey plat or plat of survey is not included in this proposal.

### **Plat of Highways**

1. Research – HR GREEN will obtain the necessary information to determine the existing right-of-way of Oak Street, Chicago Avenue, and Hillgrove Avenue. HR GREEN will coordinate with a title HR Green to acquire current title commitments for the nineteen (9) subject properties, comprising of seven (7) temporary construction easements and two (2) right of way acquisitions, identified in the Phase 1 Study plan exhibits dated January 22, 2013. HR GREEN has included in the budget the cost to acquire nine (9) title commitments at an estimated cost of \$500.00 per title commitment.
2. Plat of Highways – HR GREEN will prepare a plat of highways for approximately 1,120 feet of Oak Street, 390 feet of Chicago Avenue, and 600 feet of Hillgrove Avenue.
3. Legal Descriptions – HR GREEN will prepare a legal description for each proposed right-of-way and easement parcel.
4. Preliminary Staking – The proposed right-of-way acquisitions and easements will be temporarily staked only one-time with wood lath to assist in the appraisal process. The temporary staking will be done per the request of the right-of-way appraiser working on this project.
5. Final Staking – Following the acquisition of the property, the proposed parcels will be monumented with 5/8" steel bars or other suitable markers.
6. Plat Revisions – It has been assumed that during negotiations and final engineering, revisions will need to be made to the plats and parcel plats. For this contract it has been assumed that 3 parcels will require revisions.
7. Preliminary Submittal – The first submittal will include two (2) paper copies of the Plat of Highways and Legal Descriptions to the Village and IDOT concurrently for review and comment.
8. Final Submittal – The plats will be revised per comments on the first submittal received from the Village and IDOT. The final submittal to the Village will include two (2) paper copies and a pdf copy of the Plat of Highways along with two (2) paper copies and a Microsoft Word copy of the Legal Descriptions. The final submittal to IDOT will include one (1) Mylar copy of the Plat of Highways along with four (4) paper copies of the Legal Descriptions.

## **B. Structural Engineering Services (HR Green)**

1. FIELD VERIFICATION: Two (2) site visits for two (2) people is included for "plan-in-hand" verifications.
2. Update/complete Type, Size and Location Plan (TSL) for proposed SN 022-6404 and submit to IDOT – District 1 Bureau of Local Roads and Streets (IDOT BLR&S). We understand the TSL will be submitted by IDOT BLR&S to the IDOT – Bureau of Bridges and Structures (BBS) for approval. The TSL will be based on the preliminary General Plan and Elevation prepared in Phase 1 Engineering.
3. Prepare TSL for the proposed retaining wall (Retaining Wall 1) on the right side of Oak Street from approximately station 10006+50 to station 10008+30 and submit to IDOT BLR&S. We understand the TSL will be submitted by IDOT BLR&S to the IDOT –BBS for approval. The TSL will be based on the geometry approved in the Phase 1 Project Development Report (PDR). The face of the retaining wall will include aesthetic treatment similar to those indicated on the preliminary General Plan and Elevation for SN 022-6404. For the purposes of this agreement, it is assumed the wall will be a cast in place concrete T-type retaining wall, and may have multiple tiers at the tallest portions of the wall near proposed SN 022-6404.
4. Prepare Structure Design Plans, Specifications and an Opinion of Probable cost for SN 045-6404 carrying Oak Street over the BNSF. Design will conform to the approved TSL and as noted in the Design Criteria.
5. Prepare Structure Design Plans, Specifications and an Opinion of Probable cost for retaining wall 1. Included in the scope is design and detailing of a pedestrian railing on top of the retaining wall that will match the pedestrian railing on the bridge. Design will conform to the approved TSL and as noted in the Design Criteria.
6. Prepare Structure Design Plans, Specifications and an Opinion of Probable cost for two (2) proposed retaining walls (Retaining Walls 2 and 3) north of the bridge. Retaining Wall 2 will be on the right side of the road between Oak Street and the new cul-de-sac constructed at the west end of Hillgrove Road. Retaining Wall 3 will be adjacent to the Hospital's property at the northwest quadrant of the bridge. It is assumed the height of the exposed face of each of these walls will be less than 7', and no TSL's will be required. For the purposes of this agreement, it is assumed the walls will be approximately 100' long cast in place concrete T-type retaining walls. Included in the scope is design and detailing of a pedestrian railing on top of the retaining walls that will match the pedestrian railing on the bridge. The face of Retaining Wall 2 will include aesthetic treatment similar to those indicated on the approved TSL for SN 022-6404.

## **Structural Submittals**

Submittals/Deliverables included in this contract are:

### **1. Plans and Specifications:**

Up to four (4) plan and specifications submittals are included. These submittals will occur at the following plan completion milestones: preliminary (30% complete), preliminary (60% complete), pre-final (90% complete), and final (100% complete). The submittals to be made are as detailed below:

#### **a) Preliminary (30% Complete)**

##### **i. Preliminary Plan Structural Sheet List (Each 1 sheet unless noted otherwise):**

1. Structure 022-6404 Plans
  - a. TS&L
2. Retaining Wall 1 Plans
  - a. TS&L

#### **b) Preliminary (60% Complete)**

##### **ii. Preliminary Plan Structural Sheet List (Each 1 sheet unless noted otherwise):**

1. Structure 022-6404 Plans
  - a. General Plan and Elevation\*
  - b. General Details
  - c. General Notes and Bill of Material
  - d. Substructure Layout
  - e. Temporary Shoring Plan\*
  - f. Deck Plan and Cross Section\*
  - g. Superstructure Details
  - h. Special Railing/Parapet Details (2 Sheets-includes parapets)\*
  - i. Framing Plan
  - j. Girder Elevation
  - k. Abutment Details (2 Sheets)
  - l. Pier Details (4 Sheets)\*
  - m. Soil Boring Logs
2. Retaining Wall 1 Plans
  - a. General Plan and Elevation
  - b. General Notes and Bill of Material

- c. Wall Cross Sections
- d. Railing Details
- 3. Retaining Wall 2 Plans
  - a. General Plan and Elevation
  - b. General Notes and Bill of Material
  - c. Wall Cross Sections
  - d. Railing Details
- 4. Retaining Wall 3 Plans
  - a. General Plan and Elevation
  - b. General Notes and Bill of Material
  - c. Wall Cross Sections

\*For submittal to BNSF as well as the Village.

c) Pre-Final (90% Complete)

i. Pre-Final Plan Sheet List (Each 1 sheet unless noted otherwise)

- 1. Structure 022-6404 Plans
  - a. General Plan and Elevation
  - b. General Details
  - c. General Notes and Bill of Material
  - d. Substructure Layout
  - e. Temporary Shoring Plan
  - f. Approach Slab Elevations
  - g. Approach Slab Details I
  - h. Approach Slab Details II
  - i. Deck Elevations (4 Sheets)
  - j. Deck Plan and Cross Section
  - k. Superstructure Details
  - l. Special Railing/Parapet Details (3 Sheets-includes parapets)
  - m. Framing Plan
  - n. Girder Elevation
  - o. Diaphragm Details
  - p. Bearing Details
  - q. Abutment Details (2 Sheets)
  - r. Pier Details (4 Sheets)
  - s. Pile Details
  - t. Soil Boring Logs (2 Sheets)
- 2. Retaining Wall 1 Plans
  - a. General Plan and Elevation

order to calibrate to known flooding locations as well as to establish an existing conditions discharge from the watershed area.

- d) Prepare a concept for storm water management related to the proposed improvements for coordination with the Village. The Proposed Improvements are subject to current DuPage County Stormwater Ordinances and regulations. It is anticipated that storm water detention will be required and hours are included for detention by means of upsizing proposed storm sewer pipes to meet detention requirements.
- e) Provide inlet spacing calculations for adequate storm water surface flow capture.
- f) Prepare a preliminary proposed conditions model to confirm desired reduction in runoff and assess storm sewer pipe sizing and conveyance/detention needs. The design will be based on managing the 10-year design storm underground using a combination of storm sewers, and underground pipe chamber detention. An overland flood route will be evaluated for the 10-100 year storms.
- g) Attend a meeting with the CLIENT to present the findings. Finalize proposed storm water management system and associated model.
- h) Incorporate revised design elements including design specifications, soil erosion and sediment control plan and details in the contract plans.
- i) Prepare Preliminary, Pre-Final and Final plan and profile drawings for proposed storm water management system. Prepare and compile details required for proposed storm water management system.

#### **E. Roadway Reconstruction Engineering Services (HR Green)**

HR Green will provide roadway design, prepare bid/construction documents and prepare an OPCC associated with the Oak Street over the BNSF Project. The following services associated with the roadway improvements will be provided:

- a) Within the area specified in the Project Understanding section the proposed improvements include approximately 2,120 feet of existing urban streets (1,120'-Oak St.; 390'-Chicago Ave.; 610' Hillgrove Ave.) to be reconstructed.
- b) Data collection, topographic survey as detailed herein previously.
- c) Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas).
- d) Project specifications and special provisions coordinated and developed for bid/construction document inclusion.
- e) The pavement within the limits of the roadway improvement shall be



- reconstructed to full depth. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
- f) Existing driveway pavement, sidewalk (if existing), and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the HR Green team and/or direction from the Village.
  - g) Geotechnical investigation is included within this scope of services by a sub-consultant of HR Green and is detailed in subsequent sections of this document.
  - h) Environmental review and analysis in addition to the approved PDR is not anticipated to be required and the improvements as outlined in the Phase I report are not foreseen to involve additional environmental issues (wetlands, contaminated soils, floodplains, etc.). These items are not included in this proposed scope of services.
  - i) It is understood that impacts to existing trees foliage are undesirable and to be avoided. HR Green will provide design components and specifications which minimize the impacts to the existing trees and desirable landscape elements while providing the infrastructure improvements required/desired.
  - j) Lighting and traffic signal improvements are not included in this proposed scope of services.
  - k) Pavement marking plans shall be combined onto the plan drawings as necessary in accordance with IDOT BLR guidelines. Separate pavement marking drawings are not included in this proposal.

## **F. Landscape Architecture (Hitchcock Design Group)**

### **Phase 2 – Final Design and Engineering**

The goal for this part of the engagement is to finalize the Plans, Specifications, and Estimates (PS&E) for the enhancement and landscape improvements and submit the documents as required by IDOT for final approval and bid letting.

### **Data Collection and Coordination**

*Objective:* Collect and review data from Phase I and coordinate with the design team, client, and IDOT to determine the specific enhancements and landscape improvements to advance.

*Process:* Following IDOT Phase I approval, Hitchcock Design Group will:

1. Participate in a kick-off meeting with the project team and client representatives to confirm:
  - a. IDOT Phase 1 approval items and conditions

- b. Enhancement and landscape items scope of work
- c. Enhancement and landscape items preliminary budget
- d. Review, approval, and submittal processes
- e. Community Working Group involvement
- f. Communications protocol
- g. Schedule

2. Review existing project information and jurisdictional requirements including:

- a. Existing site conditions
- b. Approved Phase 1 documents
- c. Relevant IDOT requirements
- d. Relevant Village requirements

*Deliverables:*

Written summary of Phase 1 enhancements and landscape improvements to advance.

**Design Development**

*Objective:* Finalize the design and receive Village and IDOT approval of the enhancement and landscape improvements to document for construction and bidding.

*Process:* Following IDOT Phase I approval, Hitchcock Design Group will:

- 1. Refine the design including size, horizontal and vertical geometry, structure, materials and/or finish of the enhancement items including:
  - a. bridge parapet walls
  - b. bridge railings
  - c. bridge columns
  - d. retaining walls
  - e. sidewalk and streetscape improvements
  - f. landscape materials
- 2. Prepare illustrative color renderings to illustrate the proposed improvements including:
  - a. Bridge enhancements
  - b. Retaining walls
  - c. Roadway and approach views
  - d. Hospital entrance
  - e. Cul de sac area
  - f. Temporary construction parking

3. Prepare a preliminary summary of quantities and construction cost opinion for the proposed items in order to establish a preliminary enhancement and landscape budget.

4. Prepare outline special provisions, including the products, materials and finishes of each component or system.

5. Revise the drawings and supporting materials based on Village and IDOT comments.

*Deliverables:*

Illustrative color renderings, preliminary budget, and outline product and material specifications for the proposed enhancement and landscape improvements.

**Final Plan Development**

*Objective:* Produce the plans, specifications, and estimates for Village and IDOT review and approval to bid and construct the enhancement and landscape improvements.

*Process:* Following Village and IDOT Design Development approval, Hitchcock Design Group will:

1. Prepare the plans, specifications and estimates based on IDOT standards for the enhancement and landscape items and provide to HR Green to include in the overall plan set. HDG will prepare the following items:
  - a. Summary of quantities
  - b. Bridge, retaining wall, and streetscape enhancements added to plan and profile sheets prepared by HR Green
  - c. Landscape plans, material list, and details
  - d. Bridge, retaining wall, and streetscape enhancement construction details
  - e. Specifications and special provisions
  - f. Quantity estimate and construction cost estimate using IDOT coded pay items
2. Submit the documents to HR Green for IDOT Preliminary Plan Review (30%). Participate in plan-in-hand field review with consultant team, Village, and IDOT representatives.
3. Revise the documents based on preliminary plan review and submit revised documents to HR Green for IDOT Pre-Final Plan Review (60%). Prepare a disposition of comments to include with the submittal.

4. Revise the documents based on pre-final plan review and submit the documents to HR Green for IDOT Final Plan Review (90%). Prepare a disposition of comments to include with the submittal.

5. Finalize and submit the documents to HR Green for IDOT Final Plan Approval and Release (100%).

***Deliverables:***

Document submittals at 30%, 60%, 90%, and 100% complete. Disposition of comments based on comments received from the Village and IDOT. Final Plans, Specifications and Estimates for the proposed enhancement and landscape items.

**Coordination**

***Objective:*** Coordinate with the design team and Village throughout the process.

***Process:*** Hitchcock Design Group will:

1. Participate in 5 telephone coordination meetings with the consultant team.
2. Participate in 2 review meetings with Village staff.
3. Participate in 1 meeting with hospital representatives.
4. Participate in 2 Community Working Group meetings.
5. Participate in 2 review meetings with IDOT representatives.

***Deliverables:***

Summaries of input received from Village and IDOT related to enhancement and landscape improvements.

**General Project Administration**

In addition to the services outlined above, HDG will administer the performance of its own work throughout the term of the contract by providing the following services:

**Communications**

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

**Schedules**

1. Create, periodically update and distribute the project schedule

2. Coordinate the activities of our staff and our consultants

**Staffing**

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

**File Maintenance**

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

**G. Right of Way Negotiation and Appraisal  
Community Land Acquisition Services  
Kenneth Polach, Matthew Bulthuis**

As outlined in the PDR, we anticipate six (6) properties will be impacted by Temporary Easements, Temporary Use Permits and permanent takes (some parcels will be impacted by more than one type). Community Land Acquisition Services will furnish right of way negotiation services, verify compliance with IDOT policy and assemble the completed Right of Way acquisition packages. The negotiations will rely upon Kenneth Polach and Matthew Bulthuis to prepare appraisals and review the appraisals of each parcel as required by IDOT. The cost for these services will be detailed in Exhibit D as direct costs for each parcel.

Community Land Acquisition Services, Kenneth Polach and Matthew Bulthuis are appropriately certified providers of the services noted above.

The property address 14 N. Oak Street currently includes a single family home and garage, both of which will be removed after acquisition. We have included a direct cost for GSG Consultants to sample these structures and identify possible locations containing asbestos and lead paint. The results will be included in the bid documents to ensure the proper Special Provisions included in the bid package.

## **H. Geotechnical Engineering (Wang Engineering)**

The Geotechnical scope of work will include the following.

- Drill and sample two hand auger borings to 15 feet below ground surface (bgs) near the existing bridge pier within the BNSF right of way. Soils samples will be collected by Wang and turn over to Huff and Huff for CCDD analytical testing;
- Drill and sample six roadway borings to 10 feet bgs;
- Perform geotechnical laboratory testing;
- Prepare final geotechnical report to include roadway recommendations; and
- Provide as needed, consultation to the Structural Engineer.

To accomplish the project objectives, Wang will complete the following tasks.

**Geotechnical Drilling Services** — Wang will provide equipment, labor, and associated materials to drill and sample two hand auger and six roadway borings. The borings will be advanced with hollow stem augers. Soil samples will be collected with split barrel samplers according to AASHTO T 206, "Penetration Test and Split-Barrel Sampling of Soils." For roadway and borings, the soil will be continuously sampled to the boring termination depths.

**Field Supervision** — Before drilling, Wang will obtain the right of way permit from BNSF and after that Wang will layout the borings and clear utilities through JULIE. The field engineer or soil inspector will monitor drilling activities, maintain daily field notes, soil boring logs, as well as receive, classify, and prepare soil samples for laboratory analyses. The field engineer will also perform penetrometer and Rimac unconfined compressive strength tests on cohesive soil samples; he will also monitor the groundwater level in boreholes. Upon completion of drilling, the boreholes will be backfilled soil cuttings and as needed with bentonite chips and surface conditions restored.

**Laboratory Testing** — After the completion of the drilling phase, the roadway soil samples will be transported to our in-house laboratory in Lombard, Illinois. The soil-testing program will include natural moisture content, Atterberg limits, particle size analysis, and if necessary organic content.

**Engineering Analysis and Recommendations** — Results of our current investigation will be incorporated in the Phase I draft geotechnical report. In general, the reports will include a detailed description of soil and groundwater

conditions encountered, field and laboratory testing procedures and results, geotechnical engineering analyses performed, and recommendations and criteria for the design and construction of the proposed roadway improvements. The report will also include site location maps, boring location plans, boring logs, and soil profiles presented on the proposed roadway plan and profile provided by HR GREEN. The boring logs will also be provided in Microstation format to be included with the TS&L and contract plans.

## **I. Environmental Coordination (Huff & Huff)**

The following services are included:

### **Task No. 1 – Tree Impacts and Mitigation**

The tree survey for the project area, completed by Consultant as part of the Phase I services provided for the Oak Street Bridge Replacement project, will be used to determine tree impacts with the final design of the proposed improvements. Consultant will recommend tree mitigation strategies that are consistent with Village policies. Consultant will determine tree impacts and will develop mitigation strategies in coordination with the Hinsdale Village Arborist.

### **Task No. 2 – Site Consultation**

Per the Village's request, Consultant has included site consultation time in this contract to cover consultation items as needed during construction to address site conditions. Please note that this time covers consultation for general site conditions, and does not extend to complete CCDD analysis in Phase III.

### **Task No. 3 – Railroad Drilling and Analysis**

Consultant proposes to conduct up to two soil borings to the depth of the proposed bridge piers, anticipated to be within the BNSF Railroad property. Consultant proposes using the drilling subcontractor used by Client for the railroad area soil borings to expedite the time and cost of permitting. The soil samples must be brought to the Consultant by the drilling subconsultant, as the Consultant would not be permitted to enter the BNSF Railroad property. Soil will be continuously sampled and field screened with a photoionization detector from a location beyond the BNSF Railroad property. A soil sample from the most impacted soil horizon will be collected for analysis. Costs for this task also include laboratory analysis.

### **Task No. 4 – Other Drilling and Analysis**

Consultant proposes to conduct two to four additional soil borings in other areas of the project. Two borings are expected to be located on the Adventist Hinsdale Hospital property, identified as an REC in Phase I of the project. Two additional borings may occur for temporary parking areas that may be

developed over the course of the project. Soil will be continuously sampled and field screened with a photoionization detector. A soil sample from the most impacted soil horizon will be collected for analysis. A groundwater sample will also be collected at each soil boring. Costs for this task also include laboratory analysis and a driller.

#### **Task No. 5 – PSI Report**

Upon receipt of the analytical results, the Consultant will prepare a report presenting the results of the PSI. The report will include a summary of the site assessment, tables, figures, and the lab analytical reports.

#### **Task No. 6 – Meetings**

Meetings with the Village of Hinsdale, the public, property owners, subcontractors, or other interested parties as required by the Client or Village of Hinsdale are expected to occur throughout Phase II. These meetings may include field visits, coordination meetings with the Village, project status meetings, and more.

### **J. Meetings and Coordination (HR Green)**

#### Meetings

- a) Three (3) meetings with the Illinois Department of Transportation District 1 Bureau of Local Roads and Streets.
- b) Eight (8) meetings with the Village of Hinsdale
- c) Eight (8) meetings with AHH (assumed same day as Village staff update).
- d) Two (2) meetings with BNSF downtown. These meetings will include Project Director, a Project Engineer and a Practice Leader.
- e) CWG update meetings. Based on the scope of work discussed, update meetings will be held at 30%, 60% and possibly 90%. The meetings will include aesthetic features and general project layout issues such as the

This includes preparation of meeting minutes and distribution to meeting attendees. HR Green will have up to two (2) representatives at all meetings.

### **K. Project Administration (HR Green)**

This item includes coordination of contracts with and invoices from all subconsultants and contractors and submittal of a composite invoice to the Village on a monthly basis. It also includes coordination and delivery of submittals, scheduling of services by HR Green and subconsultants and project recordkeeping to meet current IDOT Bureau of Local Roads requirements.



**L. Quality Assurance/Quality Control (QA/QC)**

QA/QC of the plans, specifications and opinion of probable cost at the preliminary, pre-final, intermediate final and final submittal milestones is included. We have also included review by a member of our Construction Engineering staff for constructability, construction time and costs.

EXHIBIT D TO BLR 05610  
DIRECT COSTS  
SECTION 10-00089-00-BR

**Survey**

In-House Direct Costs

Mileage							
10	trip(s) x	50	miles x	\$0.565	per mile =	\$282.50	
			<b>In-House</b>		<b>Sub-Total</b>	<b>\$282.50</b>	

Out-side Direct Costs

BNSF Flagger		1	x	\$1,000.00	each	\$1,000.00	
Title Commitments		9	x	\$500.000	each	\$4,500.00	
			<b>Outside</b>		<b>Sub-Total</b>	<b>\$5,500.00</b>	

**Structural Engineering**

In-House Direct Costs

Field Checks							
2	trip(s) x	96	miles x	\$0.565	per mile =	\$108.48	
			<b>In-House</b>		<b>Sub-Total</b>	<b>\$108.48</b>	

**Roadway Engineering**

In-House Direct Costs

Field Checks							
4	trip(s) x	50	miles x	\$0.565	per mile =	\$113.00	
			<b>In-House</b>		<b>Sub-Total</b>	<b>\$113.00</b>	

Outside Direct Costs

Visu Sewer (see quote)							
		1850	LF x	\$ 8.11		\$15,000.00	
			<b>Outside</b>		<b>Sub-Total</b>	<b>\$15,000.00</b>	

**Meetings and Coordination**

In-House Direct Costs

IDOT meetings							
3	trip(s) x	58	miles x	\$0.565	per mile =	\$98.31	
BNSF meetings							
2	trip(s) x	106	miles x	\$0.565	per mile =	\$119.78	
Hinsdale Village & AHH, CWG							
11	trip(s) x	96	miles x	\$0.565	per mile =	\$596.64	
			<b>In-House</b>		<b>Sub-Total</b>	<b>\$814.73</b>	

EXHIBIT D TO BLR 05610  
DIRECT COSTS  
SECTION 10-00089-00-BR

**ROW Negotiations**

<u>Out-side Direct Costs</u>	6 properties @ \$2150 ea		<b>\$12,900.00</b>
	<b>Outside</b>	<b>Sub-Total</b>	<b>\$12,900.00</b>

**ROW Appraisals**

<u>Out-side Direct Costs</u>	6 properties @ \$1000 ea		<b>\$12,000.00</b>
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**ROW Appraisal Review**

<u>Out-side Direct Costs</u>	6 properties @ 500 ea		<b>\$4,800.00</b>
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**Asbestos sample and test**

HGH			<b>\$3,040.00</b>
	<b>Outside</b>	<b>Sub-Total</b>	<b>\$19,840.00</b>

**Plan Submittals**

Outside Direct Costs

30 % Preliminary Submittal Drawings				11" x 17"	
10	sheets x	4	copy(ies) x	\$0.68	per sheet = \$27.20
<hr/>					
60 % Preliminary Submittal Special Provisions					
25	sheets x	3	copy(ies) x	\$0.15	per sheet = \$11.25
<hr/>					
60% Preliminary Submittal Drawings				11" x 17"	
40	sheets x	10	copy(ies) x	\$0.68	per sheet = \$272.00
<hr/>					
60% Preliminary Submittal Drawings				22" x 34"	
40	sheets x	10	copy(ies) x	\$2.70	per sheet = \$1,080.00
<hr/>					
Pre-Final Submittal Special Provisions					
80	sheets x	14	copy(ies) x	\$0.15	per sheet = \$168.00
<hr/>					
Pre-Final Submittal Drawings				11" x 17"	
150	sheets x	14	copy(ies) x	\$0.68	per sheet = \$1,428.00
<hr/>					
Pre-Final Submittal Drawings				22" x 34"	
150	sheets x	6	copy(ies) x	\$2.70	per sheet = \$2,430.00
<hr/>					
Final Submittal Special Provisions					
80	sheets x	6	copy(ies) x	\$0.15	per sheet = \$72.00
<hr/>					
Final Submittal Drawings				11" x 17"	
150	sheets x	12	copy(ies) x	\$0.68	per sheet = \$1,224.00
<hr/>					
Final Submittal Drawings - Mylar				22" x 34"	
150	sheets x	1	copy(ies) x	\$13.50	per sheet = \$2,025.00
<hr/>					

Postage - UPS

18	Package(s) x	\$15.00	per package =	<b>\$270.00</b>
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<b>In-House</b>	<b>Sub-Total</b>	<b>\$9,007.45</b>
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# VISU-SEWER OF ILLINOIS

Trenchless Solutions - Inspect, Maintain, Rehabilitate

## Proposal

Robert Davies  
HR Green Inc.  
420 North Front Street  
Suite 100  
McHenry, IL 60050

April 19, 2013

Project: Hinsdale, Oak Street Clean & TV

Visu-Sewer proposes the following:

Clean and televise approximately 1,850 ln/ft of 8" to 30" located on Chicago Ave, Oak Street, Hillgrove Ave. and Walnut Ave in Hinsdale. Very busy location with Hospital on the north side of Burlington RR and a single lane bridge over RR tracks.

Equipment and personnel as follows:

- Tv truck and technician
- Combo truck and operator – extra laborer for traffic control
- Traffic control on Chicago Ave and Oak Street
- Disposal of debris from cleaning of sewers
- Water from Village of Hinsdale – Village may dictate where to fill up with water, which may be at their facility several blocks away.

Job is figured to take 3 days – 30" combination sewer is dirty and runs thru a park.

Price not to exceed.....\$ 15,000.00

Thanks you for considering Visu-Sewer of Illinois for the above project. If proposal is accepted, please sign and fax back to the office and work will then be scheduled. If you have any questions, please call Tom or myself.

---

Tom Woods  
Visu-Sewer of Illinois

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Robert Davies, SE PE  
HR GREEN

Visu-Sewer of Illinois, LLC  
9014 S. Thomas Ave, Bridgeview, IL 60455

[www.visu-sewer.com](http://www.visu-sewer.com)  
(P) 708-237-0340 (F) 708-237-0360



## Community Land Acquisition Services, LLC

Compassionate Eminent Domain Services

April 17, 2013

### LAND ACQUISITION

LPA: Village of Hinsdale  
Route: Oak Street  
Limits: Bridge Replacement  
County: DuPage

Robert Davies, SE PE  
Project Director  
HR GREEN, INC  
420 N. Front Street, Suite 100  
McHenry, Illinois 60050

Dear Mr. Davies,

In regard to the Hinsdale - Oak Street project, as the Land Acquisition Manager, I am providing the following table which itemizes the per parcel land acquisition fees (project direct costs) as proposed by:

Negotiation: Acquisition - Community Land Acquisition Services (Jack E. Petersen)  
Appraisals: Polach Appraisal Group, Inc. (Ken Polach), and  
Review Appraisal Certifications: Hampton Lenzini and Renwick Inc. (Neil Steffens).

PARCEL	PETERSEN PARCEL NEGOTIATION	POLACH APPRAISAL FEE	APPRAISAL FORM	STEFFENS REVIEW APPRAISAL FEE
0001TE	\$2,000	\$1,500	NC-2	\$600
0002 & TE	\$2,200	\$1,650	NC-2	\$660
0003	\$2,000	\$1,500	NC-1	\$600
0004TE1 & TE2	\$2,200	\$1,850	NC-2	\$740
0005 & 5TE	\$2,000	\$3,000	NC-2	\$1,200
0006TE	\$2,500	\$2,500	NC-2	\$1,000
TOTALS	\$12,900	\$12,000		\$4,800

Each of the above companies will be subcontractors to HR Green, and they will submit their own invoices as appropriate.

If you require additional information, please indicate so to me.

I appreciate doing business with HR Green.

Thank you.

*Jack E. Petersen*

Jack E. Petersen, SRWA  
Owner, Community Land Acquisition Services, LLC.

4/17/13

Community Land Acquisition Services, LLC Mail - Re: Hinsdale Oak Street Bridge Project - Appraisals



Community  
Land Acquisition  
Services, LLC

Comprehensive Environmental Assessment Services

Petersen, Jack <jack@clas-acquisition-agent.com>

## Re: Hinsdale Oak Street Bridge Project - Appraisals

1 message

Fri, Apr 12, 2013 at 8:55 AM

Neil Steffens <nsteffens@hlreng.com>

To: Jack Petersen <ROW.Agent.CLAS@gmail.com>

Thanks

On Thu, Apr 11, 2013 at 5:00 PM, Jack Petersen <ROW.Agent.CLAS@gmail.com> wrote:  
Neil - Using 40% of appraisal fee with a minimum of \$500 will work fine. I don't have Ken's fees yet, but I'll make a table with all of the fees and send you a copy when it is done.

Thank you.

Jack E. Petersen, SR/WA, R/W-NAC, R/W-RAC  
Community Land Acquisition Services, LLC  
2020 Monday Drive, Elgin IL 60123-5712  
847-529-3762

On Thu, Apr 11, 2013 at 3:09 PM, Neil Steffens <nsteffens@hlreng.com> wrote:  
Jack: Thanks for the opportunity to bid. Do you need a proposal on a per parcel basis? Or is it OK to bid based on a percentage (40%) of appraisal fees with minimum of \$500 a parcel?

Neil

On Thu, Apr 11, 2013 at 2:38 PM, Jack Petersen <ROW.Agent.CLAS@gmail.com> wrote:  
Neil - I hope you are well. Not much new here - just real busy.

I have been included as the acquisition agent as a sub-consultant to HR Green to work on the Hinsdale - Oak Street Bridge project. The project has a buffet of federal and state funding sources and will be processed through IDOT Local Roads.

I have been asked to recruit an appraiser and review appraiser. Ken Polach will be doing the appraisals for this project. I hope that you will join the team by performing the Review Appraisal Certifications.

The main property owners we will be dealing with are the Adventist Hinsdale Hospital (along Oak St and N. side of Hillgrove Ave) and the BNSF RR (temporary easement along the south side of Hillgrove Ave). I am attaching a brief synopsis of the ROW requirements.

If you are interested, please provide me with your proposed fees ASAP. HR Green needs the numbers to insert into the Design Contract.

My estimate is that the earliest appraisals will be started is around November, 2013.

If you have questions, please let me know.

Thank you.

4/17/13

Jack E. Petersen, SR/WA, R/W-NAC, R/W-RAC  
Community Land Acquisition Services, LLC  
2020 Monday Drive, Elgin IL 60123-5712  
847-529-3762



**Neil Steffens, MAI, SRA**

Hampton Lenzini and Renwick Inc.

380 Shepard Drive

Elgin, IL 60123

P 847.697.6700

P 847.931.7447

www.hlrengineering.com

"Full service engineering at a higher standard"



**Neil Steffens, MAI, SRA**

Hampton Lenzini and Renwick Inc.

380 Shepard Drive

Elgin, IL 60123

P 847.697.6700

P 847.931.7447

www.hlrengineering.com

"Full service engineering at a higher standard"

# **POLACH APPRAISAL GROUP, INC.**

1761 S. Naperville Road • Suite 103  
Wheaton, Illinois 60189  
Phone: 630.682.4650  
Fax: 630.682.4814

121 W. Wacker Drive • Suite 856  
Chicago, Illinois 60601  
Phone: 312.422.1200  
Fax: 312.422.1201

## **PROPOSAL FOR PROFESSIONAL SERVICES**

AT THE REQUEST OF: Akram Chaudhry  
HR Green, Inc.  
420 Front Street, Suite 100  
McHenry, IL 60050

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY:  
Oak Street Bridge  
Fee Acquisitions and Temporary Easements

**POLACH APPRAISAL GROUP, INC., HEREBY AGREES TO PERFORM THE FOLLOWING PROFESSIONAL SERVICES:**

Appraisal and consulting services to be performed in the following stages:

### Phase I - Appraisal

Inspection of the subject properties and surrounding area; research with respect to the subject properties; market data research; analysis of the subject properties and the market data; provide an opinion of total compensation in connection with the proposed fee acquisitions and imposition of temporary easements on the subject properties; preparation and submittal of the indicated IDOT appraisal report form.

### Phase II - Litigation Support

Preparation for depositions and trial; appearance and testimony at deposition and in court; required telephone and personal conferences. The extent of this phase will be determined by the client and the time required will vary.

**AKRAM CHAUDHRY DOES HEREBY RETAIN POLACH APPRAISAL GROUP, INC., BASED UPON THE FOLLOWING TERMS AND CONDITIONS:**

The time of completion of each phase will be as follows:

Phase I - (60) sixty days from the date of acceptance and return of this executed proposal and the requested retainer.  
Phase II - Will be determined by agreement with the client.

The fees for these services will be as follows:

Phase I - \$12,000  
Phase II - To be billed at an hourly rate ranging from \$140 to \$365 per hour depending on the actual time required and the personnel utilized.

The above fees are only applicable during the current calendar year. In the event time is expended in subsequent years as part of this agreement, the hourly rates will reflect future increases.

To ensure proper billing, please indicate below the person responsible for payment of the aforementioned fees:



## **POLACH APPRAISAL GROUP, INC.**

April 12, 2013  
Akram Chaudhry

Page 3  
Proposal For Professional Services Cont'd.

<b>PARCEL</b>	<b>FORM</b>	<b>FEE</b>
1TE	NC-2	\$1,500
2 & 2TE	NC-2	\$1,650
3	NC-1	\$1,500
4TE1 & 4TE2	NC-2	\$1,850
5 & 5TE	NC-2	\$3,000
6TE	NC-2	\$2,500
		\$12,000

# POLACH APPRAISAL GROUP, INC.

April 12, 2013  
Akram Chaudhry

Page 2  
Proposal For Professional Services Cont'd.

Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone #: \_\_\_\_\_

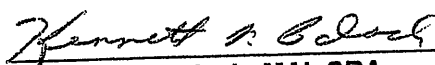
BY PAYMENT OF THE RETAINER REQUESTED IN THE AMOUNT OF **(-0-)-NONE REQUIRED** with the balance of the recited fees to be paid AS BILLED, **AKRAM CHAUDHRY** does hereby confirm the above terms and conditions in addition to accepting those standard **CONTINGENT AND LIMITING CONDITIONS** attached hereto as Exhibit "A".

No changes in this assignment shall be made without the expressed consent of the undersigned. If upon inspection of the captioned property or review of the material to be supplied by the client or agent, it is determined by **POLACH APPRAISAL GROUP, INC.**, that misrepresentations have been made with respect to the property or data pertinent to this appraisal, the appraisers reserve the right to cancel this contract and refund the retainer charged, less a reasonable inspection fee and actual expenses, or to revise our proposal in accordance with actual conditions and submit same to the client for his review and acceptance. **AMOUNTS UNPAID AFTER 30 DAYS** will be subject to a finance charge of 1.5% per month on the unpaid balance.

If this account is turned over for collection, an amount equal to 40% of the unpaid fee will be added to cover any collection costs.

**This proposal is valid for (21) twenty-one days** from the date affixed by **POLACH APPRAISAL GROUP, INC.** It is understood that work will only commence on this assignment upon our receipt of the signed copy of this proposal along with the required retainer.

This proposal is submitted to document the agreement between the parties. In the event there are any questions or comments before signing this proposal, please call the undersigned. **POLACH APPRAISAL GROUP, INC.**, is pleased to have the opportunity to be of service to you in this assignment.

  
Kenneth F. Polach, MAI, SRA  
POLACH APPRAISAL GROUP, INC.

Date

4/12/13

Date

Akram Chaudhry  
HR GREEN, INC.

# **POLACH APPRAISAL GROUP, INC.**

## **CONTINGENT AND LIMITING CONDITIONS**

Exhibit A

It is assumed that the title to this property is good and marketable. No title search has been made, nor have we attempted to determine ownership of the property. The value opinion is given without regard to any questions of title, boundaries or encroachments. It is assumed that all assessments are paid. We assume the property to be free and clear of liens and encumbrances except as noted. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description, if included in any report, should be verified by legal counsel before being relied upon or used in any conveyance or other document.

We are not familiar with any engineering studies made to determine the bearing capacity of the land. We assume improvements in the area appear to be structurally sound. It, therefore, is assumed that soil and subsoil conditions are stable unless specifically outlined.

Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Drawings are not intended to be exact in size, scale or detail.

Areas and dimensions of the property may or may not have been physically measured. If data is furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume it to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by the owner's agents or our client. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

Our value opinion involves only the real estate and all normal building equipment if any improvements are involved. No consideration was given to personal property, (or special equipment), unless stated.

It is assumed that the property is subject to lawful, competent and informed ownership and management unless noted.

Information in this report concerning market data was obtained from buyers, sellers, brokers, attorneys, trade publications or public records. To the extent possible, this information was examined for accuracy and is believed to be reliable. Dimensions, areas or data obtained from others are believed correct; however, no guarantee is made in that the appraiser did not personally measure same.

Any information, in whatever form, furnished by others is believed to be reliable; however, no responsibility is assumed for its accuracy.

The physical condition of any improvements described herein was based on visual inspection only. Electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment and water supply were not specifically tested but were assumed to be in good working order, and adequate, unless otherwise specified. No liability is assumed for the soundness of structural members, since no engineering tests were made of same. The roof(s) of structures described herein are assumed to be in good repair unless otherwise noted.

The existence of potentially hazardous material used in the construction or maintenance of the building, such as urea formaldehyde foam insulation and/or asbestos insulation, which may or may not be present on the property, has not been considered. In addition no deposit of toxic wastes, unless specifically mentioned herein, have been considered. The appraiser is not qualified to detect such substances and suggests the client seek an expert opinion, if desired. Further, this report does not consider the potential ramifications due to the presence of Underground Storage Tanks (UST) or the possible environmental impact due to leakage and/or soil contamination, if present.

It is specifically noted that the appraiser(s) have not conducted tests to determine the presence of, or absence of, Radon. We are not qualified to detect the presence of Radon gas, which requires special tests and, therefore, must suggest that if the buyer is suspect as to the presence of Radon or any other potentially hazardous substances, he or she should take steps to have proper testing done by qualified firms who have the equipment and expertise to determine the presence of this substance in the property.

## **POLACH APPRAISAL GROUP, INC.**

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In addition, if the client has any concern regarding the structural, mechanical or protective components of the improvements described herein, or the adequacy or quality of sewer, water or other utilities, it is suggested that independent contractors or experts in these disciplines be retained by said client, before relying upon this appraisal.

The separate allocation between land and improvements, if applicable, represents our judgment only under the existing utilization of the property. A re-evaluation should be made if the improvements are removed or substantially altered, and the land utilized for another purpose.

All information and comments concerning the location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised herein, represents the opinions of the appraiser formed after an examination and study of the property.

Any valuation analysis of the income stream had been predicated upon financing conditions as specified in the report, which we have reason to believe are currently available for this property. Financing terms and conditions other than those indicated may alter the final value conclusions.

Stabilized expenses shown in the Income Capitalization Approach, if used, are projections, and are based on past operating history if available, and are stabilized as generally typical over a reasonable time period.

The appraiser is not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously thereto. If the appraiser(s) is subpoenaed pursuant to court order, the client will be required to compensate said appraiser(s) for his time at his regular hourly rates plus expenses.

All opinions, as to values stated, are presented as the appraiser's considered opinion based on the information set forth in the report. We assume no responsibility for changes in market conditions or for the inability of the client or any other party to achieve their desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realize some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our report.

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans or descriptions or attachments made hereto.

Unless otherwise noted, it is assumed that the construction and use of the appraised property, if improved, complies with all public authorities having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws or regulations.

This report should not be used or relied upon by any other party except the client to whom the report is addressed.

Any party who uses or relies upon any information in the report without the preparer's written consent, does so at his own risk. The Appraiser/consultant responsibility is limited to the client, and use of this appraisal by third parties shall be solely at the risk of the client and/or third parties.

A signatory of this appraisal report is a member or affiliate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this was prepared. Selected portions of this appraisal report, however, shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report. This restriction applies particularly to the valuation conclusions, the identity of the appraisers, or any reference to the Appraisal Institute, or to the MAI, SRA, or SRPA designations.

Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.



**GSG CONSULTANTS, INC.**  
Engineers, Scientists & Construction Managers

855 West Adams Street, Suite 200  
Chicago, IL 60607  
312.733.6262

Integrity | Quality | Reliability

April 19, 2013

Mr. Robert Davies, SE PE  
Project Director  
HR GREEN, INC.  
651 Prairie Pointe Drive, Suite 201  
Yorkville, IL 60560

**SUBJECT: Proposal for Pre-Demolition Survey for  
Asbestos Containing Material (ACM) and Lead-Based Paint (LBP)  
14 N Oak Street, Hinsdale, Chicago**

Dear Mr. Davies:

In response to your request, GSG Consultants, Inc. (GSG) is pleased to submit this proposal to perform a pre-demolition asbestos and lead building survey of the single-family house located at 14 N. Oak Street, Hinsdale, IL.

The survey will be conducted by an Illinois Department of Public Health (IDPH) licensed Asbestos and Lead Building Inspectors. GSG will need access to all areas of the house including the roof. GSG will collect bulk samples of the suspect asbestos containing material (ACM) in accordance with the requirements of the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations. Please note that the roofing material, exterior siding, and interior walls may get damaged for accessing the suspect material and/or during the collection of the samples. The LBP survey will be conducted in accordance with the Housing and Urban Development (HUD) guidelines. GSG will make every reasonable effort to locate or trace concealed mechanical systems or other inconspicuous materials. If the material is visible but inaccessible, GSG will note in the report as suspect asbestos containing material (ACM). GSG will submit a summary letter report providing list of ACM materials and LBP components present in the buildings within ten (10) working days of the survey.

**Schedule of fees:**

Project Manager (4 hrs @ \$120/hr)	\$480
IDPH Licensed Asbestos Inspector (8 hrs @ 70/hr)	\$560
IDPH Licensed Lead Inspector (8 hrs @ 85/hr)	\$680
Report Preparation (6 hrs @ 70/hr)	\$420
Laboratory Analysis (up to 60 PLM samples @15 ea)	\$900

**Total \$3,040**

We hope this proposal meets with your approval. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,

GSG CONSULTANTS, INC.

Robert W. Suda  
Sr. Project Manager