

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
Tuesday, January 7, 2014**

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, January 7, 2014 at 7:33 p.m.

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

Absent: Trustee Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Finance Darrell Langlois, Fire Chief Rick Ronovsky, Director of Community Development Robb McGinnis, Director of Public Services George Franco and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

Trustee Saigh indicated some minor changes to the draft minutes. Trustee LaPlaca moved to **approve the draft minutes of the regularly scheduled meeting of December 10, 2013, as amended.** Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** Trustee Elder

**ABSENT:** Trustee Hughes

Motion carried.

**CITIZENS' PETITIONS**

None.

## VILLAGE PRESIDENT'S REPORT

President Cauley thanked the Public Services, Fire and Police Departments in connection with all the recent weather related incidents. There have been 23 snow events this year, five on the weekends and three on the holidays. The Board appreciates that Public Services staff is called away from their families at these times. Overtime, as a result, is \$52,591 this year for snow removal and totaling \$63,523. Total overtime paid in 2013 was \$38,741 and in 2012 was \$26,820. Unfortunately, this year we are over our annual budgeted amount of \$60,000, and while we can't do anything about it, he wanted the Trustees to know.

He also reported increased motor vehicle crashes and fire department incidents all related to the snow storms. He noted thanked staff for stepping up to the plate and remarked that many of these employees do not live close to Hinsdale.

## CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

### Recommended by Environment and Public Services Committee

- a) Approve the Issuance of a Purchase Order to EJ Equipment, Inc., in the Amount of \$21,864.25 for Repair and Lining of the Debris Tank on a 1998 Vactor
- b) Approve the Issuance of a Purchase Order to Dave Soltwisch Plumbing, Inc., in the Amount of \$15,365 for the Installation of the Memorial Building Lower Level East Patio Drainage System; and

Approve a Purchase Order to Premier Landscaping in the Amount of \$10,311.74 for the Installation of Brick Pavers

Trustee LaPlaca moved to **approve the Consent Agenda, as presented.** Trustee Saigh seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

Trustee Cauley also mentioned that at a Christmas Eve party of a Hinsdale resident one of the guests suffered a heart attack. Thanks to the prompt action of our Fire Department paramedics, this gentleman was taken to the hospital and is expected to make a full recovery. President Cauley thanked Fire Department

personnel Don Newberry, Steve Tullis, Jim Nichols and Nick McDonough recognizing that they are away from their families on Christmas Eve.

## **ADMINISTRATION AND COMMUNITY AFFAIRS**

Assistant Village Manager/Finance Director Darrell Langlois stated that Trustee Hughes had reviewed the bag and had no questions. In Trustee Hughes absence, Trustee Elder moved **Approval and Payment of the Accounts Payable for the Period of December 7, 2013 through January 3, 2014 in the aggregate amount of \$1,799,150.10 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Haarlow seconded the motion

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

## **ENVIRONMENT AND PUBLIC SERVICES**

### **Approve the Purchase of 225 Tons of Bulk Rock Salt from Morton Salt Company in the Amount of \$12,298.50**

President Cauley introduced the item referencing a memo that was sent to the Trustees explaining that we had scaled back on salt purchases because we had leftovers, but have used over 900 tons to date. He pointed out that the Village Manager has the authority to approve a purchase up to \$10,000. She has already authorized a \$10,000 purchase resulting in an additional 175 tons of salt. There is a companion item, and he believes it is a good idea for the Board to authorize the Village Manager to buy what we need in the event there are other events. Trustee Haarlow moved to **Approve the Purchase of 225 Tons of Bulk Rock Salt from Morton Salt Company in the Amount of \$12,298.50.** Trustee Saigh seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

Director of Public Services George Franco explained that the salt can be missed with sand and calcium chloride, but that mixture doesn't work in extreme temperatures. He thinks it is important to have more salt on reserve as additional weather events are predicted.

**Authorize the Village Manager to Purchase Additional Quantities of Rock Salt as Needed Should the Quantity Cost Exceed \$10,000**

President Cauley introduced this item noting this authorization is only for this year and only for salt. Trustee LaPlaca asked if this would require Ms. Gargano to notify the Board of any such purchase. Ms. Gargano responded that she would notify the Board. Trustee Elder moved to **Authorize the Village Manager to Purchase Additional Quantities of Rock Salt as Needed Should the Quantity Cost Exceed \$10,000**. Trustee Haarlow seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

**ZONING AND PUBLIC SAFETY**

**Approve an Ordinance Approving Floor Area Ratio and Building Coverage Variations for the Single-Family Residence Located in the R-4 Single-Family Zoning District at 206 N. Washington - ZBA Case Number V-12-13**

President Cauley said this item relates to the 120 year old historic Queen Ann home built by a civil war veteran. There were plans to demolish the home, the Board asked Community Development Director Robb McGinnis to reach out to the homeowners to try to save the house. In order to preserve the architectural significance of the home they needed floor area ratio (FAR) and ? relief. The ZBA considered the variations requested and have forwarded their recommendation to the Board for approval. Mr. Peter Coules, attorney for the homeowner and Mr. Michael Abraham, architect on the project, addressed the Board on behalf of Bob and Anna Livingston. Mr. Coules explained that this is a flat roof house supported by a wooden beam, it is built on two different levels, and has a dangerous and not ADA compliant staircase. The property has an existing coach house, built for a horse and buggy, which only acts as a garage for one vehicle. In order to retain the historic coach house, the owner is asking for floor area ratio (FAR) relief. Mr. Coules also pointed out that they are not changing any topography on the



residential sides of the house. Further, the owners are not intending to add anything extravagant, they have written letters to all the neighbors and all are in favor of the proposed plans. President Cauley asked if there have been any changes since the Board last saw the plans. Mr. Abraham stated there have not.

Trustee LaPlaca thanked Mr. Livingston and Mr. Abraham for their work and effort and also thanked the ZBA. Trustee Saigh added this is a unique case of historic preservation for Hinsdale, the cooperation between the owners, the Village and neighbors a tribute to all. Trustee Haarlow thanked the Village staff for their work and offered kudos to owners for putting up with the process. Mr. Livingston replied that they are happy with the final product.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

President Cauley thanked Mr. & Mrs. Livingston for their efforts. He is sure this was a more expensive route, but this was a home that is worth keeping and preserving what is special. The rules were bent a little for a good cause.

## **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

None.

## **STAFF REPORTS**

Village Manager Kathleen Gargano echoed the Boards thanks to Public Services, Police and Fire personnel; they have to leave their family multiple times, it wears on them and she appreciates their efforts. President Cauley commented that it takes a special person to respond to a water main break at 3:00 a.m. and stand in freezing water.

Trustee LaPlaca noted the next regular meeting of EPS will be next Monday. She also reported that in December the Chicago Suburban Branch of the American Public Works Association (APWA) awarded the 2014 APWA Sustainability Practices Award to the Woodlands Phase 1 project. The award recognizes excellence in completing public works projects in the area of sustainability practices and alliances for this purpose between municipalities, consultants and contractors. She also noted that this is the second award that the project has received. In November, the Village was notified that the Woodlands Phase 1 project received the American Council of Engineering Companies in Illinois (ACEC) Special Achievement Award in the Waste & Storm Water Category. She, the

Village Manager and the Village Engineer Dan Deeter, will attend award ceremonies for both of these achievements. She offered congratulations to the consultants, engineers, staff and Board for supporting the project.

Trustee LaPlaca also asked that residents please shovel their sidewalks. It is a problem for walkers and with school starting; kids will have to go in the street. Mr. Franco confirmed if residents would keep their sidewalks shoveled, it would keep people out of the streets, which are not safe.

Trustee Saigh noted the next ZPS meeting is scheduled for January 27<sup>th</sup>.

### **CITIZENS' PETITIONS**

None.

### **TRUSTEE COMMENTS**

None.

### **ADJOURNMENT**

There being no further business before the Board and no need for a Closed Session, President Cauley asked for a motion to adjourn. Trustee Angelo **moved to adjourn regularly scheduled meeting of January 7, 2014.** Trustee Haarlow seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Hughes

Motion carried.

Meeting adjourned at 8:01 p.m.

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

6a

DATE: January 13, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Board of Trustees Agenda	<b>DEPARTMENT</b> Community Development
<b>ITEM</b> Contract Change Order #1 2013 Resurfacing Project Gerardi Sewer & Water Company	<b>APPROVAL</b> Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 1. This change order includes final balancing of line item quantities (bid quantities versus actual construction quantities) as well as change order requests implemented and approved throughout the project. The final unit quantities and change order requests were reviewed by the Resident Engineer. They were previously reported to the Village Manager and Environment & Public Services Committee. Supporting documentation for each change order is on file with the Village staff.

This change order reflects the final construction cost for the project of \$1,727,128.41. The project contract amount was \$1,889,739.50 resulting in a savings for construction of \$162,611.09. The overall project savings (including engineering and construction) is \$259,350 as shown below. The Village has received a maintenance bond valued at 10% of the construction cost from Gerardi Sewer & Water Company.

The 2013 Resurfacing Project budget is listed below:

	<u>MIP Budget</u>	<u>Costs</u>
• Design Engineering	\$ 106,604	\$ 72,118
• Construction Observation	\$ 106,604	\$ 73,486
• Construction	<u>\$1,918,874</u>	<u>\$1,727,128</u>
• Total	\$2,132,082	\$1,872,732
• Budget Variance		\$ 259,350

**MOTION: To Approve a Resolution for the 2013 Resurfacing Project Construction Contract Change Order Number 1 in the Amount of \$162,611.09 Reduction to Gerardi Sewer & Water Company.**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b> At the January 13 <sup>th</sup> EPS meeting, the Committee unanimously moved to approve the above motion.				
<b>BOARD ACTION:</b>				

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

**A RESOLUTION APPROVING THE 2013 RESURFACING PROJECT  
CONSTRUCTION CONTRACT CHANGE ORDER  
NUMBER 1 IN THE AMOUNT OF \$ 162,611.09 TO  
GERARDI SEWER & WATER COMPANY.**

**WHEREAS**, the Village of Hinsdale (the "Village") and Gerardi Sewer & Water Company ("Gerardi") have entered into that certain Contract (the "Contract") providing for the construction of the 2013 Resurfacing Project; and

**WHEREAS**, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

**Section 1. Recital.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Approval of Change Order.** The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

**Section 3. Final Determination.** This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

**Section 4. Execution of Change Order.** The Village Manager is authorized to execute the Change Order on behalf of the Village.

**Section 5. Effective Date.** This resolution shall be in full force and effective from and after its passage and approval.

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Village President

**ATTEST:**

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

**Exhibit A**  
**VILLAGE OF HINSDALE**  
**CHANGE ORDER**

Project: 2013 Resurfacing Project  
Location: Various Streets  
Contractor: Gerardi Sewer & Water Company

Change Order No. 1  
Contract No. - N/A  
Date: 01/13/14  
Page 1 of 3

- I. A. Description of Changes Involved:
- 1 Storm sewer pipe retrofit was changed from "pipe bursting" to pipe lining.
  - 2 Adjustments to water main fittings and valves. TideFlex Valve increased from 15" to 21".
  - 3 Field change to route water main under the storm sewer pipe rather than over the storm sewer pipe.
  - 4 Connection to Storm Sewer, 8" x 10"
  - 5 Replacement of two brick inlets in the parkway.
  - 6 Provide storm sewer stub for resident at 602 N. County Line
  - 7 Replace two existing inlets.
  - 8 Change from "area reflective crack control" to "strip reflective crack control"
  - 9 PCC Base Course, Widening, Variable Depth
  - 10 Reconstruct sanitary manhole Minneola & N. County Line Road.
  - 11 Additional Brick Pavement Replacement
  - 12 Driveway Surface, 5", Commercial
  - 13 Contractor augered more water services than anticipated in the engineer's estimate.
  - 14 Final line item and quantity reconciliation.

Project: 2013 Resurfacing  
Location: Various Streets  
Contractor: Gerardi Sewer & Water Company

Change Order No. 1  
Contract No. - N/A  
Date: 01/13/14  
Page 1 of 3

B. Reason for Change:

- 1 Conflict with NICOR 8" Gas Main
- 2 Water main valves placement adjusted at direction of Hinsdale Water Division. Tideflex increased to match existing pipe.
- 3 Underground conflict at The Lane required field change to protect pipe from frost line and to meet IEPA watermain protection standards.
- 4 Conflict between proposed storm sewer and existing sanitary
- 5 Storm inlets in the parkway were in need of replacement.
- 6 Provide drainage for low point west of the street.
- 7 Inlets were found to be in poor condition.
- 8 Water service construction allowed for strip reflective crack control application.
- 9 Construction required additional PCC base course than estimated in design.
- 10 Field conditions required sanitary manhole reconstruction.
- 11 Resetting additional driveway pavers after curb replacement.
- 12 Repave a commercial driveway which was identified as residential in the plans.
- 13 Saved trench backfill costs.
- 14 Project completion.

C. Revision in Contract Price: Total Deduction: \$ 162,611.09

1	Addition	\$	17,404.20
2	Addition	\$	40.00
3	Addition	\$	2,851.37
4	Addition	\$	2,800.00
5	Addition	\$	2,900.00
6	Addition	\$	1,214.00
7	Addition	\$	3,590.00
8	Deduction	\$	1,047.50
9	Addition	\$	1,801.80
10	Addition	\$	1,395.00
11	Addition	\$	1,620.00
12	Addition	\$	2,000.00
13	Deduction	\$	30,542.00
14	Deduction	\$	168,637.96

Project: 2013 Resurfacing  
Location: Various Streets  
Contractor: Gerardi Sewer & Water Company

Change Order No. 1  
Contract No. - N/A  
Date: 01/13/14  
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II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 1,889,739.50
B.	Net (addition)(reduction) due to all previous Change Order No. _____	\$ -
C.	Contract Price, not including this Change Order	\$ 1,889,739.50
D.	(Addition)(Deduction) to Contract Price due to this Change Order	\$ 162,611.09
E.	Contract Price including this Change Order	<u>\$ 1,727,128.41</u>

Accepted:

Contractor: Gerardi Sewer & Water Company

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Village of Hinsdale:

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



*Gerardi Sewer & Water Co.*

4520 N. OSAGE  
NORRIDGE, IL 60706  
(708) 453-4715



11-26-13

Village of Hinsdale  
19 East Chicago Ave.  
Hinsdale, IL 60521-3489

Attn: Mr. Al Diaz

Re: 2013 Street Improvement-Resurfacing (#1542)

Final Payout

1. Trench Backfill	4278.49	C.Y @ \$	32.00	\$136,911.68
2. Earth Excavation	1.30	C.Y @ \$	30.00	\$ 39.00
3. Topsoil Furnish & Place	2800	S.Y @ \$	5.00	\$ 14,000.00
4. Sodding	2800	S.Y @ \$	4.00	\$ 11,200.00
5. Supplemental Watering	--	UN @ \$	5.00	\$ 00.00
6. Inlet & Pipe Protection	27	Ea. @ \$	105.00	\$ 2,835.00
7. Tree Protection Fencing	2269	L.F @ \$	2.45	\$ 5,559.05
8. Root Pruning	61	L.F @ \$	3.30	\$ 201.30
9. Agg. Base Ty B, 6"	3584	S.Y @ \$	5.25	\$ 18,816.00
10. Agg. Base Ty B, 12"	218	S.Y @ \$	10.50	\$ 2,289.00
11. Agg. for Temp Access	2123	TN @ \$	10.50	\$ 22,291.50
12. Temporary Ramp (H.M.A.)	--	S.Y @ \$	24.00	\$ 00.00
13. H.M.A. Base Crse 6 1/2"	3584	S.Y @ \$	41.00	\$146,944.00
14. H.M.A. Binder Crse, 2 1/2"	555	TN @ \$	66.00	\$ 36,630.00
15. Mix for Cracks, Jts & Flg	--	TN @ \$	100.00	\$ 00.00
16. Bit. Materials Prime Coat	2400	Gal @ \$	.05	\$ 120.00
17. Aggregate Prime Coat	11	TN @ \$	5.00	\$ 55.00
18. Leveling Binder 3/4"	482.98	TN @ \$	76.50	\$ 36,947.97
19. H.M.A. Surface Crse 2"	2296.13	TN @ \$	68.00	\$156,136.84
20. H.M.A. Surface Driveway 3"	92	S.Y @ \$	30.00	\$ 2,760.00
21. PCC Driveway 6"	37	S.Y @ \$	70.00	\$ 2,590.00
22. PCC Sidewalk 5"	6202	S.F @ \$	4.60	\$ 28,529.20
23. Detectable Warnings	576	S.F @ \$	26.00	\$ 14,976.00
24. H.M.A. Surface Rem 2"	11,048	S.Y @ \$	2.90	\$ 32,039.20
25. H.M.A. Surface Rem 3"	10,298	S.Y @ \$	3.60	\$ 37,072.80
26. Pavement Removal	3802	S.Y @ \$	3.00	\$ 11,406.00
27. Driveway Pavement	169	S.Y @ \$	9.00	\$ 1,521.00
28. Butt Joints	616	S.Y @ \$	9.50	\$ 5,852.00
29. Curb & Gutter Removal	2342	L.F @ \$	4.00	\$ 9,372.00
30. Sidewalk Removal	6150	S.F @ \$	1.00	\$ 6,150.00
31. Strip Reflective Treatment	7928	L.F @ \$	2.00	\$ 15,856.00
32. Area Reflective Treatment	--	S.Y @ \$	2.00	\$ 00.00
33. Storm Sewer W.M. Q, 8"	143	L.F @ \$	38.00	\$ 5,434.00
34. Storm Sewer W.M. Q, 12"	119	L.F @ \$	48.00	\$ 5,712.00
35. Storm Sewer 12" RCP	--	L.F @ \$	40.00	\$ 00.00

36.	Storm Sewer 18" RCP	1302	L.F	@	\$	48.00	\$62,496.00
37.	Flared End Section 18"	1	Ea.	@	\$	750.00	\$ 750.00
38.	Tideflex checkmate 8"	1	Ea	@	\$	1,500.00	\$ 1,500.00
39.	Tideflex Checkmate 15"	--	Ea	@	\$	4,000.00	\$ 00.00
40.	Tideflex Checkmate 18"	1	Ea	@	\$	4,500.00	\$ 4,500.00
41.	Inlets 2' Dia./Ty 11	9	Ea	@	\$	1,400.00	\$12,600.00
42.	Catch Basin 2' w/Ty 1	2	Ea	@	\$	1,475.00	\$ 2,950.00
43.	Catch Basin 2' w/Ty 8	1	Ea	@	\$	1,275.00	\$ 1,275.00
44.	Catch Basin 2' w/Ty 11	8	Ea	@	\$	1,675.00	\$13,400.00
45.	Catch Basin 4' Special #1	1	Ea	@	\$	3,000.00	\$ 3,000.00
46.	Catch Basin 4' w/Ty 11	1	Ea	@	\$	1,975.00	\$ 1,975.00
47.	Catch Basin 5' w/Ty 1	1	Ea	@	\$	2,400.00	\$ 2,400.00
48.	Manholes 4' w/Ty 1	6	Ea	@	\$	2,000.00	\$12,000.00
49.	Manholes 4' w/Ty 8	1	Ea	@	\$	1,800.00	\$ 1,800.00
50.	Manholes 4' w/Ty 11	2	Ea	@	\$	2,100.00	\$ 4,200.00
51.	Manholes 6' w/Ty 1	2	Ea	@	\$	3,750.00	\$ 7,500.00
52.	Storm Man to be Reconn	--	Ea	@	\$	1,500.00	\$ 00.00
53.	Storm Man to be Adj	5	Ea	@	\$	375.00	\$ 1,875.00
54.	Storm Man to be Adj, Spl	1	Ea	@	\$	525.00	\$ 525.00
55.	Inlets to be Adj. Spl	4	Ea	@	\$	425.00	\$ 1,700.00
56.	Vaults to be Adj. Spl	2	Ea	@	\$	525.00	\$ 1,050.00
57.	V.B to be adj, Spl	1	Ea	@	\$	275.00	\$ 275.00
58.	San Man to be Adj. Spl	6	Ea	@	\$	1,000.00	\$ 6,000.00
59.	San Man to be Adj. w/F & L	9	Ea	@	\$	1,275.00	\$11,475.00
60.	San Man to be Rec. Spl	8	Ea	@	\$	2,000.00	\$16,000.00
61.	Sanitary Manholes, 4' Dia.	--	Ea	@	\$	6,500.00	\$ 00.00
62.	New Ty 1 Frame & SSL	8	Ea	@	\$	275.00	\$ 2,200.00
63.	Structures to be Cleaned	5	Ea	@	\$	300.00	\$ 1,500.00
64.	Storm Sewer Removal	117	L.F	@	\$	4.00	\$ 468.00
65.	Sanitary Sewer Removal	14	L.F	@	\$	4.00	\$ 56.00
66.	Sanitary Sewer, 12" D.I.P.	14	L.F	@	\$	120.00	\$ 1,680.00
67.	Sanitary Service, 6" D.I.P.	230	L.F	@	\$	40.00	\$ 9,200.00
68.	Sanitary Lateral Encasement	--	Ea.	@	\$	500.00	\$ 00.00
69.	Removing Inlets	18	Ea	@	\$	50.00	\$ 900.00
70.	Removing Man & C.B.	10	Ea	@	\$	275.00	\$ 2,750.00
71.	Removing Sanitary Man	--	Ea	@	\$	275.00	\$ 00.00
72.	Curb & Gutter Ty B6.12	2343	L.F	@	\$	16.00	\$37,488.00
73.	Curb & Gutter, Special	--	L.F	@	\$	30.00	\$ 00.00
74.	Mobilization	1.00	L.S	@	\$	25,000.00	\$25,000.00
75.	Traffic Control & Protect	1	L.S	@	\$	67,700.00	\$67,700.00
76.	Changeable Message Board	1.27	CM	@	\$	3,500.00	\$ 4,445.00
77.	Railroad Liability Insur	1	L.S	@	\$	5,000.00	\$ 5,000.00
78.	Railroad Flaggers	1	L.S	@	\$	4,000.00	\$ 4,000.00
79.	Thermo Pavt Marking Line 4"	1257	L.F	@	\$	.80	\$ 1,005.60
80.	thermo Pavt Marking line 6"	690	L.F	@	\$	1.25	\$ 862.50
81.	Thermo Pavt Marking Line 12"	234	L.F	@	\$	2.50	\$ 585.00
82.	Thermo Pavt Marking line 16"	84	L.F	@	\$	3.35	\$ 281.40
83.	Thermo Pavt Marking line 24"	204	L.F	@	\$	5.00	\$ 1,020.00
84.	Thermo Pavt Marking Lt & Sy	212	S.F	@	\$	3.25	\$ 689.00
85.	Detector Loop R & R	116	L.F	@	\$	25.00	\$ 2,900.00
86.	6" PVC C-900 W.M.	220	L.F	@	\$	34.00	\$ 7,480.00

87.	8" PVC C-900 W.M.	3642	L.F.	@ \$	44.00	\$160,248.00
88.	14" Steel Casing	92	L.F.	@ \$	60.00	\$ 5,520.00
89.	16" Steel Casing	220	L.F.	@ \$	80.00	\$ 17,600.00
90.	PCC Thrust Block	46	Ea.	@ \$	75.00	\$ 3,450.00
91.	6" Pressure Connection	8	Ea.	@ \$	4,000.00	\$ 32,000.00
92.	8" Pressure Connection	1	Ea.	@ \$	4,350.00	\$ 4,350.00
93.	8" Non-Pressure Connection	2	Ea.	@ \$	2,850.00	\$ 5,700.00
94.	Watermain Disconnection	9	Ea.	@ \$	975.00	\$ 8,775.00
95.	6" R.S. Gate Valve	8	Ea.	@ \$	775.00	\$ 6,200.00
96.	8" R.S. Gate Valve	8	Ea.	@ \$	1,200.00	\$ 9,600.00
97.	6" Insert Valve	8	Ea.	@ \$	5,500.00	\$ 44,000.00
98.	48" Dia. Valve Vault	13	Ea.	@ \$	1,850.00	\$ 24,050.00
99.	6" Valve Box	12	Ea.	@ \$	500.00	\$ 6,000.00
100.	Valve Vault Removal	7	Ea.	@ \$	300.00	\$ 2,100.00
101.	Valve Box Removal	2	Ea.	@ \$	100.00	\$ 200.00
102.	Fire Hydrant 6" Inlet	8	Ea.	@ \$	3,000.00	\$ 24,000.00
103.	Fire Hydrant Removal	6	Ea.	@ \$	500.00	\$ 3,000.00
104.	Water Service Conn 1½"	75	Ea.	@ \$	775.00	\$ 58,125.00
105.	Water Service 1½"	0	L.F.	@ \$	12.00	\$ 00.00
106.	Water Service 1½" Augured	2369	L.F.	@ \$	14.00	\$ 33,166.00
107.	Curb Stop & Box 1½"	72	Ea.	@ \$	750.00	\$ 54,000.00
108.	Soil Certification	1	L.S.	@ \$	1,500.00	\$ 1,500.00
109.	PCC Driveway Pavt 6" Spl	--	S.Y.	@ \$	100.00	\$ 00.00
110.	Pipe Bursting 10" S.S.	--	L.F.	@ \$	80.00	\$ 00.00
111.	Storm Sewer Reinstatement	--	Ea.	@ \$	825.00	\$ 00.00
112.	Storm Sewer Cleaning & T.V.	1	L.S.	@ \$	4,000.00	\$ 4,000.00
113.	Point Repair #1	1	L.S.	@ \$	3,850.00	\$ 3,850.00
114.	Point Repair #2	1	L.S.	@ \$	3,500.00	\$ 3,500.00
115.	Point Repair #3	1	L.S.	@ \$	10,770.00	\$ 10,770.00
116.	Point Repair #4	1	L.S.	@ \$	15,800.00	\$ 15,800.00
117.	12" CIPP	1	L.S.	@ \$	28,486.20	\$ 28,486.20
118.	Lateral Reinstatement	5	Ea.	@ \$	825.00	\$ 4,125.00
119.	6" Non-Pressure Connection	1	Ea.	@ \$	2,650.00	\$ 2,650.00
120.	8" Insert Valve	1	Ea.	@ \$	6,400.00	\$ 6,400.00
121.	Tideflex Checkmate	1	Ea.	@ \$	7,500.00	\$ 7,500.00
122.	Tunneling 48" Storm	1	L.S.	@ \$	2,851.37	\$ 2,851.37
123.	Connection to S.S. 10"X8"	1	L.S.	@ \$	2,800.00	\$ 2,800.00
124.	6" Connection to M.H.	1	L.S.	@ \$	750.00	\$ 750.00
125.	6" Storm Stub	12	L.F.	@ \$	36.00	\$ 432.00
126.	Inlet 3' Dia. w/Ty 1	2	Ea.	@ \$	1,749.00	\$ 3,490.00
127.	PCC Base Course V.D.	52	S.Y.	@ \$	34.65	\$ 1,801.80
128.	Brick Replacement	18	S.Y.	@ \$	90.00	\$ 1,620.00
129.	New Ty 11 Frame & Grate	1	Ea.	@ \$	395.00	\$ 395.00
130.	H.M.A. Surface Driveway 5"	40	S.Y.	@ \$	50.00	\$ 2,000.00
131.	Sanitary Sewer Lids	6	Ea.	@ \$	155.00	\$ 930.00
132.	21" Pipe	6	L.F.	@ \$	115.00	\$ 690.00

Subtotal	\$1,727,128.41
Less 0% Retention	\$ 00.00
Subtotal	\$1,727,128.41
Less Previous Payout	\$1,550,766.97
Total Amount Due	\$ 176,361.44

**PAY REQUEST NO. 7, FINAL**  
**2013 STREET IMPROVEMENTS - RESURFACING (#1542)**  
**VILLAGE OF HINSDALE**

12/25/2013										
BY: EJ										
NO.	ITEM DESCRIPTION	UNITS	AWARDED QUANTITY	AWARDED AMOUNTS		ADJUSTED APPROVED AMOUNTS		CONSTRUCTED QUANTITIES		HIN-59
				UNIT PRICE	EXTENDED PRICE	ADD / DEDUCT QUANTITIES	APPROVED EXTENDED PRICE	CONSTRUCTED QUANTITY	EXTENDED PRICE	
1	Trench Backfill, (CA-7)	CY	5,178	\$32.00	\$165,696.00	15	\$166,176.00	4,278.49	\$136,911.68	
2	Earth Excavation	CY	50	\$30.00	\$1,500.00		\$1,500.00	1.3	\$39.00	
3	Topsoil Furnish and Place, 6"	SY	5,335	\$5.00	\$26,675.00	125	\$27,300.00	2,800	\$14,000.00	
4	Sodding	SY	5,335	\$4.00	\$21,340.00	125	\$21,840.00	2,800	\$11,200.00	
5	Supplemental Waterings	UN	80	\$5.00	\$400.00		\$400.00	0	\$0.00	
6	Inlet and Pipe Protection	EA	43	\$105.00	\$4,515.00		\$4,515.00	27	\$2,835.00	
7	Tree Protection Fencing	FT	4,163	\$2.45	\$10,199.35	40	\$10,297.35	2,269	\$5,559.05	
8	Root Pruning	FT	240	\$3.30	\$792.00		\$792.00	61	\$201.30	
9	Aggregate Base Course, Type B, 6"	SY	4,374	\$5.25	\$22,963.50		\$22,963.50	3,584	\$18,616.00	
10	Aggregate Base Course, Type B, 12"	SY	230	\$10.50	\$2,415.00		\$2,415.00	218	\$2,289.00	
11	Aggregate for Temporary Access	TN	2,031	\$10.50	\$21,325.50		\$21,325.50	2,123	\$22,291.50	
12	Temporary Ramp (HMA at Sidewalks)	SY	50	\$24.00	\$1,200.00		\$1,200.00	0	\$0.00	
13	HMA Base Course, 6-1/2" (in Two Lifts)	SY	4,374	\$41.00	\$179,334.00		\$179,334.00	3,584	\$146,944.00	
14	HMA Binder Course, IL 19.0, N50, 2-1/2" (3" on The Lane)	TN	674	\$66.00	\$44,484.00		\$44,484.00	555	\$36,630.00	
15	Mixture for Cracks, Joints and Flangeways	TN	15	\$100.00	\$1,500.00		\$1,500.00	0	\$0.00	
16	Bituminous Material, Prime Coat	GL	6,407	\$0.05	\$320.35		\$320.35	2,400	\$120.00	
17	Aggregate, Prime Coat	TN	70	\$5.00	\$350.00		\$350.00	11	\$55.00	
18	Leveling Binder (Machine Method), N50, 3/4"	TN	549	\$76.50	\$41,989.50		\$41,989.50	482.98	\$36,947.97	
19	HMA Surface Course, Mix D, N50, 2"	TN	2,461	\$68.00	\$167,348.00		\$167,348.00	2,286.13	\$156,136.84	
20	HMA Surface Course, Mix D, N50, Driveways, 3" (& 6" Agg Base)	SY	165	\$30.00	\$4,950.00	20	\$5,550.00	92	\$2,760.00	
21	PCC Driveway Pavement, 6" (& 5" Agg. Base)	SY	50	\$70.00	\$3,500.00	-13	\$2,590.00	37	\$2,590.00	
22	PCC Sidewalk, 5" (6" at Driveways)	SF	5,373	\$4.60	\$24,715.80	724	\$28,046.20	6,202	\$28,529.20	
23	Detectable Warnings	SF	528	\$26.00	\$13,728.00	38	\$14,716.00	576	\$14,976.00	
24	HMA Surface Removal, 2"	SY	10,073	\$2.90	\$29,211.70		\$29,211.70	11,048	\$32,039.20	
25	HMA Surface Removal, 3"	SY	11,273	\$3.60	\$40,582.80		\$40,582.80	10,298	\$37,072.80	
26	Pavement Removal	SY	4,974	\$3.00	\$14,922.00		\$14,922.00	3,802	\$11,406.00	
27	Driveway Pavement Removal	SY	235	\$9.00	\$2,115.00	7	\$2,178.00	169	\$1,521.00	
28	Butt Joints	SY	616	\$9.50	\$5,852.00		\$5,852.00	616	\$5,852.00	
29	Combination Curb and Gutter Removal	FT	2,179	\$4.50	\$9,805.50	164	\$9,372.00	2,343	\$9,372.00	
30	Sidewalk Removal	SF	5,373	\$1.00	\$5,373.00	672	\$6,045.00	6,150	\$6,150.00	
31	Strip Reflective Crack Control Treatment	FT	3,902	\$2.00	\$7,804.00	5200	\$10,400.00	7,928	\$15,856.00	
32	Area Reflective Crack Control Treatment	SY	3,650	\$2.00	\$7,300.00	-3650	\$0.00	0	\$0.00	
33	Storm Sewers, Watermain Quality Pipe, 8"	FT	87	\$38.00	\$3,306.00		\$3,306.00	143	\$5,434.00	
34	Storm Sewers, Watermain Quality Pipe, 12"	FT	82	\$48.00	\$3,936.00		\$3,936.00	119	\$5,712.00	
35	Storm Sewers, Type 2, Class IV, 12" RCP, Rubber Gasketed	FT	6	\$40.00	\$240.00		\$240.00	0	\$0.00	
36	Storm Sewers, Type 2, Class IV, 18" RCP, Rubber Gasketed	FT	1,284	\$48.00	\$61,632.00		\$61,632.00	1,302	\$62,496.00	
37	PRC Flared End Section, 18" with Grate	EA	1	\$750.00	\$750.00		\$750.00	1	\$750.00	
38	Tideflex Checkmate Valve, 8"	EA	1	\$1,500.00	\$1,500.00		\$1,500.00	1	\$1,500.00	
39	Tideflex Checkmate Valve, 15"	EA	1	\$4,000.00	\$4,000.00	-1	\$0.00	0	\$0.00	
40	Tideflex Checkmate Valve, 18"	EA	1	\$4,500.00	\$4,500.00		\$4,500.00	1	\$4,500.00	
41	Inlets, 2' Dia., Type A, with Type 11 Frame and Grate	EA	9	\$1,400.00	\$12,600.00		\$12,600.00	9	\$12,600.00	
42	Catch Basin, 2' Dia., Type C, with Type 1 Frame and OL	EA	2	\$1,475.00	\$2,950.00		\$2,950.00	2	\$2,950.00	
43	Catch Basin, 2' Dia., Type C, with Type 8 Grate	EA	1	\$1,275.00	\$1,275.00		\$1,275.00	1	\$1,275.00	
44	Catch Basin, 2' Dia., Type C, with Type 11 Frame and Grate	EA	8	\$1,675.00	\$13,400.00		\$13,400.00	8	\$13,400.00	
45	Catch Basin, 4' Dia., Special #1, with Type 1 Frame and CL	EA	1	\$3,000.00	\$3,000.00		\$3,000.00	1	\$3,000.00	
46	Catch Basin, 4' Dia., Type A, with Type 11 Frame and Grate	EA	1	\$1,975.00	\$1,975.00		\$1,975.00	1	\$1,975.00	
47	Catch Basin, 6' Dia., Type A, with Type 1 Frame and CL (Conflict)	EA	1	\$2,400.00	\$2,400.00		\$2,400.00	1	\$2,400.00	
48	Manholes, 4' Dia., Type A, with Type 1 Frame and CL	EA	6	\$2,000.00	\$12,000.00		\$12,000.00	6	\$12,000.00	
49	Manholes, 4' Dia., Type A, with Type 8 Grate	EA	1	\$1,800.00	\$1,800.00		\$1,800.00	1	\$1,800.00	
50	Manholes, 4' Dia., Type A, with Type 11 Frame and Grate	EA	2	\$2,100.00	\$4,200.00		\$4,200.00	2	\$4,200.00	
51	Manholes, 6' Dia., Type A, with Type 1 Frame and CL	EA	2	\$3,750.00	\$7,500.00		\$7,500.00	2	\$7,500.00	
52	Storm Manholes to be Reconstructed, Special	EA	2	\$1,500.00	\$3,000.00		\$3,000.00	0	\$0.00	
53	Storm Manholes to be Adjusted	EA	9	\$375.00	\$3,375.00		\$3,375.00	5	\$1,875.00	
54	Storm Manholes to be Adjusted, Special	EA	2	\$525.00	\$1,050.00		\$1,050.00	1	\$525.00	
55	Inlets to be Adjusted, Special	EA	3	\$425.00	\$1,275.00		\$1,275.00	4	\$1,700.00	
56	Valve Vaults to be Adjusted, Special	EA	3	\$525.00	\$1,575.00		\$1,575.00	2	\$1,050.00	
57	Valve Boxes to be Adjusted, Special	EA	4	\$275.00	\$1,100.00		\$1,100.00	1	\$275.00	
58	Sanitary Manholes to be Adjusted, Special	EA	18	\$1,000.00	\$18,000.00	-1	\$17,000.00	6	\$6,000.00	
59	Sanitary Manholes to be Adjusted w/ New Frame & SSL, Special	EA	8	\$1,275.00	\$10,200.00		\$10,200.00	9	\$11,475.00	
60	Sanitary Manholes to be Reconstructed, Special	EA	7	\$2,000.00	\$14,000.00	1	\$16,000.00	8	\$16,000.00	
61	Sanitary Manholes, 4' Dia., Ty A, with Ty 1 Frame And SSL	EA	4	\$6,500.00	\$26,000.00		\$26,000.00	0	\$0.00	
62	New Type 1 Frame and SSL	EA	6	\$275.00	\$1,650.00		\$1,650.00	8	\$2,200.00	
63	Structures to be Cleaned	EA	7	\$236.00	\$1,652.00		\$1,652.00	5	\$1,180.00	
64	Storm Sewer Removal	FT	152	\$4.00	\$608.00		\$608.00	117	\$468.00	
65	Sanitary Sewer Removal	FT	40	\$4.00	\$160.00		\$160.00	14	\$56.00	
66	Sanitary Sewer, 12" D.I.P., CL-52, Special	FT	40	\$120.00	\$4,800.00		\$4,800.00	14	\$1,680.00	
67	Sanitary Service Repair, 6" DIP, CL-52, with Fittings	FT	580	\$40.00	\$23,200.00		\$23,200.00	230	\$9,200.00	
68	Sanitary Lateral Encasement	EA	6	\$500.00	\$3,000.00		\$3,000.00	0	\$0.00	
69	Removing Inlets	EA	19	\$50.00	\$950.00	2	\$1,050.00	18	\$900.00	
70	Removing Storm Manholes and Catch Basins	EA	8	\$275.00	\$2,200.00		\$2,200.00	10	\$2,750.00	
71	Removing Sanitary Manholes	EA	4	\$275.00	\$1,100.00		\$1,100.00	0	\$0.00	
72	Comb. Concrete Curb and Gutter, Type B 6.12	FT	2,081	\$16.00	\$33,296.00	262	\$37,488.00	2,343	\$37,488.00	
73	Comb. Concrete Curb and Gutter, Special	FT	98	\$30.00	\$2,940.00	-98	\$0.00	0	\$0.00	
74	Mobilization	LS	1	\$25,000.00	\$25,000.00		\$25,000.00	1	\$25,000.00	

75	Traffic Control and Protection	LS	1	\$67,700.00	\$67,700.00		1	\$67,700.00	1.00	\$67,700.00
76	Changeable Message Boards	CM	1	\$3,500.00	\$3,500.00		1	\$3,500.00	1.27	\$4,445.00
77	Railroad Protective Liability Insurance	LS	1	\$5,000.00	\$5,000.00		1	\$5,000.00	1	\$5,000.00
78	Railroad Flaggers	LS	1	\$4,000.00	\$4,000.00		1	\$4,000.00	1	\$4,000.00
79	Thermoplastic Pavement Marking Line - 4"	FT	1,420	\$0.80	\$1,136.00		1,420	\$1,136.00	1,257	\$1,005.60
80	Thermoplastic Pavement Marking Line - 6"	FT	730	\$1.25	\$912.50		730	\$912.50	690	\$862.50
81	Thermoplastic Pavement Marking Line - 12"	FT	224	\$2.50	\$560.00		224	\$560.00	234	\$585.00
82	Thermoplastic Pavement Marking Line - 16"	FT	100	\$3.35	\$335.00		100	\$335.00	84	\$281.40
83	Thermoplastic Pavement Marking Line - 24"	FT	162	\$5.00	\$810.00		162	\$810.00	204	\$1,020.00
84	Thermoplastic Pavement Marking - Letters & Symbols	SF	190	\$3.25	\$617.50		190	\$617.50	212	\$689.00
85	Detector Loop Removal and Replacement	FT	120	\$25.00	\$3,000.00		120	\$3,000.00	116	\$2,900.00
86	6" PVC C-900-75 SDR 18 Watermain	FT	263	\$34.00	\$8,942.00		263	\$8,942.00	220	\$7,480.00
87	8" PVC C-900-75 SDR 18 Watermain	FT	3,622	\$44.00	\$159,368.00		3,622	\$159,368.00	3,642	\$160,248.00
88	14" Steel Casing Pipe	FT	100	\$60.00	\$6,000.00		100	\$6,000.00	92	\$5,520.00
89	16" Steel Casing Pipe	FT	232	\$80.00	\$18,560.00		232	\$18,560.00	220	\$17,600.00
90	Reinforced PCC Thrust Blocks	EA	50	\$75.00	\$3,750.00		50	\$3,750.00	46	\$3,450.00
91	6" Pressure Connect with Tapping Valve and Sleeve	EA	8	\$4,000.00	\$32,000.00		8	\$32,000.00	8	\$32,000.00
92	8" Pressure Connect with Tapping Valve and Sleeve	EA	3	\$4,350.00	\$13,050.00		3	\$13,050.00	1	\$4,350.00
93	8" Non-Pressure Connection	EA	2	\$2,850.00	\$5,700.00		2	\$5,700.00	2	\$5,700.00
94	Watermain Disconnection (Cut, Cap and Block)	EA	9	\$975.00	\$8,775.00		9	\$8,775.00	9	\$8,775.00
95	6" RS Gate Valve	EA	8	\$775.00	\$6,200.00		8	\$6,200.00	8	\$6,200.00
96	8" RS Gate Valve	EA	6	\$1,200.00	\$7,200.00		6	\$7,200.00	8	\$9,600.00
97	6" Insert Valve	EA	10	\$5,500.00	\$55,000.00	-2	8	\$44,000.00	8	\$44,000.00
98	48" Dia., Type A Valve Vault with Fr. and Lid	EA	16	\$1,850.00	\$29,600.00	-2	14	\$25,900.00	13	\$24,050.00
99	6" Valve Box	EA	9	\$500.00	\$4,500.00	3	12	\$6,000.00	12	\$6,000.00
100	Valve Vault Removal	EA	8	\$300.00	\$2,400.00		8	\$2,400.00	7	\$2,100.00
101	Valve Box Removal	EA	5	\$100.00	\$500.00		5	\$500.00	2	\$200.00
102	Fire Hydrant, 6" Inlet	EA	8	\$3,000.00	\$24,000.00		8	\$24,000.00	8	\$24,000.00
103	Fire Hydrant Removal	EA	6	\$500.00	\$3,000.00		6	\$3,000.00	6	\$3,000.00
104	Water Service Connections, 1-1/2"	EA	74	\$775.00	\$57,350.00		74	\$57,350.00	75	\$58,125.00
105	Water Service Piping, 1-1/2" Copper, Type K	FT	1,513	\$12.00	\$18,156.00	-1513	0	\$0.00	0	\$0.00
106	Water Service Piping, 1-1/2" Augered Copper, Type K	FT	967	\$14.00	\$13,538.00	1513	2,480	\$34,720.00	2,369	\$33,165.00
107	Curb Stop and Box, 1-1/2"	EA	74	\$750.00	\$55,500.00		74	\$55,500.00	72	\$54,000.00
108	Uncontaminated Soil Certification	LS	1	\$1,500.00	\$1,500.00		1	\$1,500.00	1	\$1,500.00
109	PCC Driveway Pavement, 6" (& 5" Agg. Base) - Special	SY	40	\$100.00	\$4,000.00		40	\$4,000.00	0	\$0.00
110	Alternate 1, Pipe Bursting, 10" Storm Sewer	FT	567	\$80.00	\$45,360.00	-567	0	\$0.00	0	\$0.00
111	Alternate 1, Storm Service Reinstatement	EA	14	\$825.00	\$11,550.00	-14	0	\$0.00	0	\$0.00
112	Initial Storm Sewer Heavy Cleaning and Televising	LS		\$4,000.00	\$0.00	1	1	\$4,000.00	1	\$4,000.00
113	Point Repair #1 110-121	LS		\$3,850.00	\$0.00	1	1	\$3,850.00	1	\$3,850.00
114	Point Repair #2 180-190	LS		\$3,500.00	\$0.00	1	1	\$3,500.00	1	\$3,500.00
115	Point Repair #3 278-327	LS		\$10,770.00	\$0.00	1	1	\$10,770.00	1	\$10,770.00
116	Point Repair #4 0-80	LS		\$15,800.00	\$0.00	1	1	\$15,800.00	1	\$15,800.00
117	12" CIPP (Cast-in-Place Pipe)	LS		\$28,486.20	\$0.00	1	1	\$28,486.20	1	\$28,486.20
118	Lateral Reinstatement	EA		\$825.00	\$0.00	6	6	\$4,950.00	5	\$4,125.00
119	6" Non-Pressure Connection	EA		\$2,650.00	\$0.00	1	1	\$2,650.00	1	\$2,650.00
120	8" Insert Valve	EA		\$6,400.00	\$0.00	1	1	\$6,400.00	1	\$6,400.00
121	Tideflex Checkmate Valve 21"	EA		\$7,500.00	\$0.00	1	1	\$7,500.00	1	\$7,500.00
122	T&M Tunneling Under 48" Storm Sewer	LS		\$2,851.37	\$0.00	1	1	\$2,851.37	1	\$2,851.37
123	Connection to Storm Sewer, 8" x 10"	LS		\$2,800.00	\$0.00	1	1	\$2,800.00	1	\$2,800.00
124	6" Connection to MH 30+00	LS		\$750.00	\$0.00	1	1	\$750.00	1	\$750.00
125	6" Storm Stub to #602 County Line Road	FT		\$36.00	\$0.00	12	12	\$432.00	12	\$432.00
126	Inlet 3' Dia w/TY   Fr & CL	EA		\$1,745.00	\$0.00	2	2	\$3,490.00	2	\$3,490.00
127	PCC Base Course, Widening, Variable Depth	SY		\$34.65	\$0.00	50	125	\$4,331.25	52	\$1,801.80
128	Brick Paver Replacement	SY		\$90.00	\$0.00	20	20	\$1,800.00	18	\$1,620.00
129	New Type 11 Frame and Grate	EA		\$395.00	\$0.00	1	1	\$395.00	1	\$395.00
130	Driveway Surface, 5", Commercial	SY		\$50.00	\$0.00	40	40	\$2,000.00	40	\$2,000.00
131	New Sanitary Manhole Lids, TY S.S.L.	EA		\$155.00	\$0.00	6	6	\$930.00	6	\$930.00
132	Storm Sewer, 21"	LF		\$116.00	\$0.00	6	6	\$690.00	6	\$690.00
SUBTOTAL				\$1,889,739.50		\$1,939,585.72		\$1,727,128.41		
LESS 0% RETAINAGE								\$0.00		
LESS PREVIOUS PAYMENTS								\$1,550,766.97		
TOTAL								\$176,361.44		

# Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	06/03/13		Conflict with NICOR 8" Gas Main changed the storm sewer pipe retrofit from "pipe bursting" to pipe lining.	Completed						
			Trench Backfill				\$ 480.00			1
			Topsoli Furnish and Place, 6"				\$ 625.00			3
			Sodding				\$ 500.00			4
			Tree Portection Fencing				\$ 98.00			7
			HMA Surface Course, Mix D, N50, Driveways, 3" (& 6" Agg. Base)				\$ 600.00			80
			PCC Sidewalk, 5" (6" at driveways)				\$ 230.00			22
			Driveway Pavement Removal				\$ 180.00			27
			Combination Curb & Gutter Removal				\$ 204.00			29
			Sidewalk Removal				\$ 50.00			30
			Combination Concrete Curb & Gutter, Type B-6.12				\$ 816.00			72
			Alternate 1, Pipe Bursting 10" Storm Sewer					\$ 45,360.00		110
			Alternate 1, Storm Service Reinstatement				\$ 4,000.00	\$ 11,550.00		111
			Initial Storm Sewer Heavy Cleaning & Televising				\$ 3,850.00			112
			Point Repair #1 110-121				\$ 3,500.00			113
			Point Repair #2 180-190				\$ 10,770.00			114
			Point Repair #3 278-327				\$ 15,800.00			115
			Point Repair #4 0-80				\$ 28,486.20			116
			12" CIPP (Cast-in-Place-Pipe)				\$ 4,125.00			117
			Lateral Reinstatement							118
2	07/18/13		Adjustments to water main fittings and valves. Tideflex Valve increased from 15" to 21" to match storm sewer pipe size.	Completed						
			6" Non-Pressure Connection				\$ 2,650.00			119
			48" Dia. Valve Vault with Fr & Lid, 2 each				\$ 1,500.00	\$ 3,700.00		98
			6" Valve Box, 3 each				\$ 6,400.00			99
			8" Insert Valve							120
			6" Insert Valve, 2 each				\$ 690.00	\$ 11,000.00		97
			Storm Sewer, 21"				\$ 7,500.00			132
			Tideflex Checkmate Valve, 21"							121
			Tideflex Checkmate Valve, 15"					\$ 4,000.00		39
3	07/19/13	T&M Tunneling Under 48" Storm Sewer	Elevation of existing storm sewer pipe on The Lane required a field change. The water main was required to go under the storm sewer pipe rather than over the storm sewer pipe. This required additional water main quality casing to meet IEPA protection standards	Completed			\$ 2851.37			122
4	07/22/13	Connection to Storm Sewer, 8" x 10"	Conflict between proposed storm sewer and existing sanitary sewer	Completed			\$ 2,800.00			123
5	07/31/13	Replacing Inlets	Replacement of two brick inlets in the parkway.	Completed			\$ 100.00			69
			Inlets, 2' Dia., Type A, with Type 11 Frame and Grate				\$ 2,800.00			41

## Change Order Field Record

[illegible]

## Construction

Project Budget	Girardi Bid
Change Order Requests to date	Revised Contract Amount
Remaining Project Construction Budget	

1,889,739.50	1,918,874.00
(163,639.09)	
	<u>1,726,100.41</u>
	192,773.59

**PAY REQUEST NO. 7, FINAL  
2013 STREET IMPROVEMENTS - RESURFACING (#1542)  
VILLAGE OF HINSDALE**

10/26/13  
BY:EA

NO.	ITEM DESCRIPTION	UNITS	AWARDED QUANTITY	AWARDED AMOUNTS		ADJUSTED APPROVED AMOUNTS		CONSTRUCTED QUANTITIES	
				UNIT PRICE	EXTENDED PRICE	ADD/DUPLY QUANTITIES	TOTAL APPROVED	EXTENDED PRICE	EXTENDED PRICE
1	Trench Backfill, (CA-7)	CY	5,178	\$32.00	\$165,696.00	15	5,193	\$166,176.00	\$166,176.00
2	Earth Excavation	CY	50	\$30.00	\$1,500.00		50	\$1,500.00	\$1,500.00
3	Topsoll Furnish and Place, 6"	SY	5,335	\$5.00	\$26,675.00	125	5,460	\$27,300.00	\$27,300.00
4	Sodding	SY	5,335	\$4.00	\$21,340.00	125	5,460	\$21,840.00	\$21,840.00
5	Supplemental Watering	UN	80	\$5.00	\$400.00		80	\$400.00	\$400.00
6	Inlet and Pipe Protection	EA	43	\$105.00	\$4,515.00		43	\$4,515.00	\$4,515.00
7	Tree Protection Fencing	FT	4,163	\$2.45	\$10,199.35	40	4,203	\$10,297.35	\$10,297.35
8	Root Pruning	FT	240	\$3.30	\$792.00		240	\$792.00	\$792.00
9	Aggregate Base Course, Type B, 6" <i>CHG ORD # 8</i>	SY	4,374	\$5.25	\$22,963.50		4,374	\$22,963.50	\$22,963.50
10	Aggregate Base Course, Type B, 12"	SY	230	\$10.50	\$2,415.00		230	\$2,415.00	\$2,415.00
11	Aggregate for Temporary Access	TN	2,031	\$10.50	\$21,325.50		2,031	\$21,325.50	\$21,325.50
12	Temporary Ramp (HMA at Sidewalks)	SY	50	\$24.00	\$1,200.00		50	\$1,200.00	\$1,200.00
13	HMA Base Course, 6-1/2" (in Two Lifts)	SY	4,374	\$41.00	\$179,334.00		4,374	\$179,334.00	\$179,334.00
14	HMA Binder Course, IL 19.0, N50, 2-1/2" (3" on The Lane)	TN	674	\$65.00	\$44,484.00		674	\$44,484.00	\$44,484.00
15	Mixture for Cracks, Joints and Flangeways	TN	15	\$100.00	\$1,500.00		15	\$1,500.00	\$1,500.00
16	Bituminous Material, Prime Coat	GL	6,407	\$0.05	\$320.35		6,407	\$320.35	\$320.35
17	Aggregate, Prime Coat	TN	70	\$5.00	\$350.00		70	\$350.00	\$350.00
18	Leveling Binder (Machine Method), N50, 3/4"	TN	549	\$76.50	\$41,998.50		549	\$41,998.50	\$41,998.50
19	HMA Surface Course, Mix D, N50, 2"	TN	2,461	\$68.00	\$167,348.00		2,461	\$167,348.00	\$167,348.00
20	HMA Surface Course, Mix D, N50, Driveways, 3" (& 6" Agg Base)	SY	165	\$30.00	\$4,950.00	20	185	\$5,550.00	\$5,550.00
21	PCC Driveway Pavement, 6" (& 5" Agg. Base)	SY	50	\$70.00	\$3,500.00	-13	37	\$2,590.00	\$2,590.00
22	PCC Sidewalk, 5" (6" at Driveways)	SF	5,373	\$4.60	\$24,715.80	724	6,097	\$28,046.20	\$28,046.20
23	Detectable Warnings	SF	528	\$26.00	\$13,728.00	38	566	\$14,716.00	\$14,716.00
24	HMA Surface Removal, 2"	SY	10,073	\$2.90	\$29,211.70		10,073	\$29,211.70	\$29,211.70
25	HMA Surface Removal, 3"	SY	11,273	\$3.60	\$40,582.80		11,273	\$40,582.80	\$40,582.80
26	Pavement Removal	SY	4,974	\$3.00	\$14,922.00		4,974	\$14,922.00	\$14,922.00
27	Driveway Pavement Removal	SY	235	\$9.00	\$2,115.00	7	242	\$2,178.00	\$2,178.00
28	Butt Joints	SY	616	\$9.50	\$5,852.00		616	\$5,852.00	\$5,852.00
29	Combination Curb and Gutter Removal	FT	2,179	\$4.00	\$8,716.00	164	2,343	\$9,372.00	\$9,372.00
30	Sidewalk Removal	SF	5,373	\$1.00	\$5,373.00	672	6,045	\$6,045.00	\$6,045.00
31	Strip Reflective Crack Control Treatment <i>CHG ORD # 8</i>	FT	3,902	\$2.00	\$7,804.00	5200	9,102	\$18,204.00	\$18,204.00
32	Area Reflective Crack Control Treatment <i>CHG ORD # 8</i>	SY	3,650	\$2.00	\$7,300.00	-3650	0	\$0.00	\$0.00
33	Storm Sewers, Watermain Quality Pipe, 8"	FT	87	\$38.00	\$3,306.00		87	\$3,306.00	\$3,306.00
34	Storm Sewers, Watermain Quality Pipe, 12"	FT	82	\$48.00	\$3,936.00		82	\$3,936.00	\$3,936.00
35	Storm Sewers, Type 2, Class IV, 12" RCP, Rubber Gasketed	FT	6	\$40.00	\$240.00		6	\$240.00	\$240.00
36	Storm Sewers, Type 2, Class IV, 18" RCP, Rubber Gasketed	FT	1,284	\$48.00	\$61,632.00		1,284	\$61,632.00	\$61,632.00
37	PRC Flared End Section, 18" with Grate	EA	1	\$750.00	\$750.00		1	\$750.00	\$750.00
38	Tideflex Checkmate Valve, 8"	EA	1	\$1,500.00	\$1,500.00		1	\$1,500.00	\$1,500.00
39	Tideflex Checkmate Valve, 15" <i>CHG ORD # 2</i>	EA	1	\$4,000.00	\$4,000.00	-1	0	\$0.00	\$0.00
40	Tideflex Checkmate Valve, 18"	EA	1	\$4,500.00	\$4,500.00		1	\$4,500.00	\$4,500.00
41	Inlets, 2' Dia., Type A, with Type 11 Frame and Grate <i>CHG ORD # 5</i>	EA	9	\$1,400.00	\$12,600.00		9	\$12,600.00	\$12,600.00
42	Catch Basin, 2' Dia., Type C, with Type 1 Frame and OL	EA	2	\$1,475.00	\$2,950.00		2	\$2,950.00	\$2,950.00
43	Catch Basin, 2' Dia., Type C, with Type 8 Grate	EA	1	\$1,275.00	\$1,275.00		1	\$1,275.00	\$1,275.00
44	Catch Basin, 2' Dia., Type C, with Type 11 Frame and Grate	EA	8	\$1,675.00	\$13,400.00		8	\$13,400.00	\$13,400.00
45	Catch Basin, 4' Dia., Special #1, with Type 1 Frame and CL	EA	1	\$3,000.00	\$3,000.00		1	\$3,000.00	\$3,000.00
46	Catch Basin, 4' Dia., Type A, with Type 11 Frame and Grate	EA	1	\$1,975.00	\$1,975.00		1	\$1,975.00	\$1,975.00
47	Catch Basin, 6' Dia., Type A with Type 1 Frame and CL (Conflict)	EA	1	\$2,400.00	\$2,400.00		1	\$2,400.00	\$2,400.00
48	Manholes, 4' Dia., Type A, with Type 1 Frame and CL	EA	6	\$2,000.00	\$12,000.00		6	\$12,000.00	\$12,000.00
49	Manholes, 4' Dia., Type A, with Type 8 Grate	EA	1	\$1,800.00	\$1,800.00		1	\$1,800.00	\$1,800.00
50	Manholes, 4' Dia., Type A, with Type 11 Frame and Grate	EA	2	\$2,100.00	\$4,200.00		2	\$4,200.00	\$4,200.00
51	Manholes, 6' Dia., Type A, with Type 1 Frame and CL	EA	2	\$3,750.00	\$7,500.00		2	\$7,500.00	\$7,500.00
52	Storm Manholes to be Reconstructed, Special	EA	2	\$1,500.00	\$3,000.00		2	\$3,000.00	\$3,000.00
53	Storm Manholes to be Adjusted	EA	9	\$375.00	\$3,375.00		9	\$3,375.00	\$3,375.00
54	Storm Manholes to be Adjusted, Special	EA	2	\$525.00	\$1,050.00		2	\$1,050.00	\$1,050.00
55	Inlets to be Adjusted, Special	EA	3	\$425.00	\$1,275.00		3	\$1,275.00	\$1,275.00
56	Valve Vaults to be Adjusted, Special	EA	3	\$525.00	\$1,575.00		3	\$1,575.00	\$1,575.00
57	Valve Boxes to be Adjusted, Special	EA	4	\$275.00	\$1,100.00		4	\$1,100.00	\$1,100.00
58	Sanitary Manholes to be Adjusted, Special <i>CHG ORD # 10</i>	EA	18	\$1,000.00	\$18,000.00	-1	17	\$17,000.00	\$17,000.00
59	Sanitary Manholes to be Adjusted w/ New Frame & SSL, Special	EA	8	\$1,275.00	\$10,200.00		8	\$10,200.00	\$10,200.00
60	Sanitary Manholes to be Reconstructed, Special <i>CHG ORD # 10</i>	EA	7	\$2,000.00	\$14,000.00	1	8	\$16,000.00	\$16,000.00
61	Sanitary Manholes, 4' Dia., Ty A, with Ty 1 Frame And SSL	EA	4	\$6,500.00	\$26,000.00		4	\$26,000.00	\$26,000.00
62	New Type 1 Frame and SSL	EA	6	\$275.00	\$1,650.00		6	\$1,650.00	\$1,650.00
63	Structures to be Cleaned	EA	7	\$300.00	\$2,100.00		7	\$2,100.00	\$2,100.00
64	Storm Sewer Removal	FT	152	\$4.00	\$608.00		152	\$608.00	\$608.00
65	Sanitary Sewer Removal	FT	40	\$4.00	\$160.00		40	\$160.00	\$160.00
66	Sanitary Sewer, 12" D.I.P., CL-52, Special	FT	40	\$120.00	\$4,800.00		40	\$4,800.00	\$4,800.00
67	Sanitary Service Repair, 6" DIP, CL-52, with Fittings	FT	580	\$40.00	\$23,200.00		580	\$23,200.00	\$23,200.00
68	Sanitary Lateral Encasement	EA	6	\$500.00	\$3,000.00		6	\$3,000.00	\$3,000.00
69	Removing Inlets <i>CHG ORD # 5 &amp; 7</i>	EA	19	\$50.00	\$950.00	2	21	\$1,050.00	\$1,050.00
70	Removing Storm Manholes and Catch Basins	EA	8	\$275.00	\$2,200.00		8	\$2,200.00	\$2,200.00
71	Removing Sanitary Manholes	EA	4	\$275.00	\$1,100.00		4	\$1,100.00	\$1,100.00
72	Comb. Concrete Curb and Gutter, Type B 6.12	FT	2,081	\$16.00	\$33,296.00	262	2,343	\$37,488.00	\$37,488.00
73	Comb. Concrete Curb and Gutter, Special	FT	98	\$30.00	\$2,940.00	-98	0	\$0.00	\$0.00
74	Mobilization	LS	1	\$25,000.00	\$25,000.00		1	\$25,000.00	\$25,000.00



75	Traffic Control and Protection	LS	1	\$67,700.00	\$67,700.00		1
76	Changeable Message Boards	CM	1	\$3,500.00	\$3,500.00		1
77	Railroad Protective Liability Insurance	LS	1	\$5,000.00	\$5,000.00		1
78	Railroad Flaggers	LS	1	\$4,000.00	\$4,000.00		1
79	Thermoplastic Pavement Marking Line - 4"	FT	1,420	\$0.80	\$1,136.00		1,420
80	Thermoplastic Pavement Marking Line - 6"	FT	730	\$1.25	\$912.50		730
81	Thermoplastic Pavement Marking Line - 12"	FT	224	\$2.50	\$560.00		224
82	Thermoplastic Pavement Marking Line - 16"	FT	100	\$3.35	\$335.00		100
83	Thermoplastic Pavement Marking Line - 24"	FT	162	\$5.00	\$810.00		162
84	Thermoplastic Pavement Marking - Letters & Symbols	SF	190	\$3.25	\$617.50		190
85	Detector Loop Removal and Replacement	FT	120	\$25.00	\$3,000.00		120
86	6" PVC C-900-75 SDR 18 Watermain	FT	263	\$34.00	\$8,942.00		263
87	8" PVC C-900-75 SDR 18 Watermain	FT	3,622	\$44.00	\$159,368.00		3,622
88	14" Steel Casing Pipe	FT	100	\$60.00	\$6,000.00		100
89	16" Steel Casing Pipe	FT	232	\$80.00	\$18,560.00		232
90	Reinforced PCC Thrust Blocks	EA	50	\$75.00	\$3,750.00		50
91	6" Pressure Connect with Tapping Valve and Sleeve	EA	8	\$4,000.00	\$32,000.00		8
92	8" Pressure Connect with Tapping Valve and Sleeve	EA	3	\$4,350.00	\$13,050.00		3
93	8" Non-Pressure Connection	EA	2	\$2,850.00	\$5,700.00		2
94	Watermain Disconnection (Cut, Cap and Block)	EA	9	\$975.00	\$8,775.00		9
95	6" RS Gate Valve	EA	8	\$775.00	\$6,200.00		8
96	8" RS Gate Valve	EA	6	\$1,200.00	\$7,200.00		6
97	6" Insert Valve	EA	10	\$5,500.00	\$55,000.00	-2	8
98	48" Dia., Type A Valve Vault with Fr. and Lid	EA	16	\$1,850.00	\$29,600.00	-2	14
99	6" Valve Box	EA	9	\$500.00	\$4,500.00	3	12
100	Valve Vault Removal	EA	8	\$300.00	\$2,400.00		8
101	Valve Box Removal	EA	5	\$100.00	\$500.00		5
102	Fire Hydrant, 6" Inlet	EA	8	\$3,000.00	\$24,000.00		8
103	Fire Hydrant Removal	EA	6	\$500.00	\$3,000.00		6
104	Water Service Connections, 1-1/2"	EA	74	\$775.00	\$57,350.00		74
105	Water Service Piping, 1-1/2" Copper, Type K	FT	1,513	\$12.00	\$18,156.00	-1513	0
106	Water Service Piping, 1-1/2" Augered Copper, Type K	FT	967	\$14.00	\$13,538.00	1513	2,480
107	Curb Stop and Box, 1-1/2"	EA	74	\$750.00	\$55,500.00		74
108	Uncontaminated Soil Certification	LS	1	\$1,500.00	\$1,500.00		1
109	PCC Driveway Pavement, 6" (& 5" Agg. Base) - Special	SY	40	\$100.00	\$4,000.00		40
110	Alternate 1, Pipe Bursting, 10" Storm Sewer	FT	567	\$80.00	\$45,360.00	-567	0
111	Alternate 1, Storm Service Reinstatement	EA	14	\$825.00	\$11,550.00	-14	0
112	Initial Storm Sewer Heavy Cleaning and Televising	LS		\$4,000.00	\$0.00	1	1
113	Point Repair #1 110-121	LS		\$3,850.00	\$0.00	1	1
114	Point Repair #2 180-190	LS		\$3,500.00	\$0.00	1	1
115	Point Repair #3 278-327	LS		\$10,770.00	\$0.00	1	1
116	Point Repair #4 0-80	LS		\$15,800.00	\$0.00	1	1
117	12" CIPP (Cast-in-Place Pipe)	LS		\$28,486.20	\$0.00	1	1
118	Lateral Reinstatement	EA		\$825.00	\$0.00	6	6
119	6" Non-Pressure Connection	EA		\$2,650.00	\$0.00	1	1
120	8" Insert Valve	EA		\$6,400.00	\$0.00	1	1
121	Tideflex Checkmate Valve 21"	EA		\$7,500.00	\$0.00	1	1
122	T&M Tunneling Under 48" Storm Sewer	LS		\$2,851.37	\$0.00	1	1
123	Connection to Storm Sewer, 8" x 10"	LS		\$2,800.00	\$0.00	1	1
124	6" Connection to MH 30+00	LS		\$750.00	\$0.00	1	1
125	6" Storm Stub to #602 County Line Road	FT		\$36.00	\$0.00	12	12
126	Inlet 3' Dia w/TY I Fr & CL	EA		\$1,745.00	\$0.00	2	2
127	PCC Base Course, Widening, Variable Depth	SY		\$34.65	\$0.00	50	125
128	Brick Paver Replacement	SY		\$90.00	\$0.00	20	20
129	New Type 11 Frame and Grate	EA		\$395.00	\$0.00	1	1
130	Driveway Surface, 5", Commercial	SY		\$50.00	\$0.00	40	40
131	New Sanitary Manhole Lids, TY S.S.L.	EA		\$155.00	\$0.00	6	6
132	Storm Sewer, 21"	LF		\$115.00	\$0.00	6	6
SUBTOTAL				\$1,889,739.50		\$1,939,585	
LESS 0% RETAINAGE							
LESS PREVIOUS PAYMENTS							
TOTAL							

6b.

DATE: January 13, 2014

**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> North Madison Drainage Project	<b>APPROVAL</b> Daniel M. Deeter Village Engineer

On 11/20/13 Request For Proposals (RFP) for design services for the North Madison Drainage Project were sent to seven engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 12/18/13 and the proposals received were evaluated against the RFP requirements.

The seven engineering consultants were asked to provide proposals for design and construction observation services. These consultants are: Christopher B. Burke Engineering, Ltd.; ERA Consultants, Inc.; HR Green, Inc.; James J. Benes & Associates, Inc.; Rempe-Sharpe & Associates, Inc.; Primera Engineers, Ltd.; and RJN Group. Five consultants provided proposals which are attached. After reviewing the proposals, staff is recommending Christopher B. Burke Engineering, Inc. as the best qualified consultant to provide the design services. Christopher B. Burke Engineering, Inc. has a significant amount of expertise concerning stormwater design within DuPage County and, specifically, in the Salt Creek watershed. Design services will cost \$43,616. Total engineering services will cost \$67,616. Initial staff estimates of the project cost is \$365,000.

The project is designed to restore the drainage capability of the low point in the 400/500-block of North Madison to the 1975 design standard by constructing a storm water pumping station and force main with back-up power provided by a trailer mounted generator.

The design phase is anticipated to occur in the first half of 2014 with construction in the second half of 2014.

Should the Committee concur with this recommendation, the following motion would be appropriate:

**Motion: To Award the Engineering Services for the Design of the North Madison Drainage Project to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$43,616.00.**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b> At the January 13 <sup>th</sup> EPS meeting, the Committee unanimously moved to approve the above motion.				
<b>BOARD ACTION:</b>				

North Madison Drainage Project  
Hinsdale, IL  
Subject: Proposals for Engineering Services  
Date: 01/13/14

Design	CBBEL		HR Green		RIN Group		Primera		James J. Benes	
	Services/Hrs	Cost	Services/Hrs	Cost	Services/Hrs	Cost	Services/Hrs	Cost	Services/Hrs	Cost
Scope: Stormwater lift station including a wet well, two variable speed pumps, plumbing/controls, trailer mounted generator, and a force main.										
Alternate Force Main Routing analysis and comparison										
Topo survey	Y	\$ 4,116	Y	\$ 6,620	Y	\$ 4,000	Y	\$ 2,500	Y	
Plat of Easement	Y	\$ 3,500	Y		Y	\$ 5,220	Y		ID	
Soil Borings	N		N		N				Y	
Geotechnical Consultation	Y	\$ 500	Y	\$ 1,680	Y				Y	
SWMM Modeling - existing conditions	Y	\$ 9,500	Y	\$ 10,600	Y	\$ 7,080	Y	\$ 4,000	Y	\$ 49,602
SWMM Modeling - proposed conditions	Y		Y		Y		Y		Y	
Pump Station Design 2.3 cfs present, 4 cfs future	Y	\$ 10,000	Y		Y		Y			
Force Main Design	Y	\$ 5,000	Y	\$ 35,968	Y	\$ 37,160	Y	\$ 13,800		\$ 63,842
Storm Sewer System Improvements Design	Y	\$ 5,000	Y		Y		Y			
Permitting	Y	\$ 2,500	Y		Y		Y			
CCDD Certification			Y	\$ 2,200	Y	\$ 2,870	Y		Y	
Engineer's Opinion of Construction Costs (EOPCC)	Y	\$ 1,000	Y	\$ 1,040	Y	\$ 685	Y	\$ 1,900	Y	
Bidding Assistance	Y	\$ 2,500	Y	\$ 6,544	Y	\$ 2,645	Y			
Sub-total		\$ 43,616		\$ 64,652		\$ 61,115		\$ 22,200		\$ 113,444
Construction Observation										
Construction Administration Services/Resident Engr. <sup>1</sup>	160	\$ 24,000		\$ 35,056	240	\$ 33,525	Y	\$ 38,700		\$ 53,136
Record Drawings	Y		Y		Y	\$ 2,310	Y	\$ 700		
TOTAL		\$ 67,616		\$ 99,708		\$ 96,950		\$ 61,600		\$ 166,580

Notes:  
1. CBBEL assumes 6-8 weeks construction.  
HR Green assumes 25 working days construction.





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 TEL (847) 823-0500 FAX (847) 823-0520

December 18, 2013

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489

Attention: Mr. Dan Deeter, PE  
Village Engineer

Subject: **PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**  
**2013 North Madison Drainage Project**  
Request for Proposal No. 04-2013

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the 2013 North Madison Drainage Project. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

It is our understanding that the Village of Hinsdale would like design engineering and construction observation services for a proposed storm water lift station and force main in the 400/500 block of North Madison Street. The area in the vicinity of the 400/500 block of North Madison forms an isolated low point with an approximate 20 acre tributary area. A 15-inch storm sewer drains this area to the west and north.

Portions of the storm sewer system have become backpitched due to the presence of peat below the low point on Madison. This has caused more frequent ponding and increased ponding depths during larger storms. Since restoration of the 15-inch pipe is not appropriate due to the disruption of resident's yards during construction, the Village would like to have a consultant design a storm water lift station and force main including wet well, two variable speed pumps, plumbing and controls, and back-up trailer mounted generator.

## **SCOPE OF SERVICES**

**Task 1 – Topographic Survey:** The survey will be used as a base map for design purposes. The limits of work will include full topographic survey from the centerline of roadway to the westerly right-of-way of North Madison Street, and all side yard/rear yard areas along proposed force main location (see attached limit of work exhibit). Included are the following survey tasks:

- ❖ Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing NAD '83 IL. EAST SPC Horizontal Datum.
- ❖ Vertical Control: CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD '88 Vertical Datum.
- ❖ Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc.
- ❖ Cross-Sections: CBBEL will survey cross-sections of the roadway at 50' intervals along approximately 900' (LF) of proposed force main. CBBEL will also survey cross-sections at all driveways, railroad crossings, and other grade controlling features.
- ❖ Utility Survey: CBBEL will survey all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
- ❖ Research at the DuPage County Recorder's Office.
- ❖ Field recon and survey to locate existing monumentation and boundary evidence.
- ❖ Analyze Record and Field Data necessary to compute approximate Right-of-Way.
- ❖ CBBEL will also obtain utility information from all known utility companies along the project corridor and include the utility information in the existing conditions base sheets developed from the above information. The base sheets will be drafted at a scale of 1"=20'.

### **Task 2 – Plat of Easement Preparation:**

- ❖ Initial coordination with Client.
- ❖ Research at the DuPage County Recorder's Office.
- ❖ Field recon and survey to locate existing monumentation and boundary evidence.
- ❖ Office calculations and plotting of field and record data.
- ❖ CAD drafting of the Plat of Easement for the proposed easement area.
- ❖ Write legal description's for the proposed easement area.
- ❖ Final review and submittal by an Illinois Professional Land Surveyor.

**Task 3 – Soil Borings:** It is our understanding that soil borings have been performed and were made available as an attachment to the RFP. The information contained in the soil borings will be used in the design of the pump station and force main.

#### **Task 4 – SWMM Modeling:**

**Task 4.1 – Existing Conditions SWMM Modeling:** We will develop an EPA SWMM model of the existing drainage system in the study area. Specifically, the model will include the 12" storm sewer on Madison starting at Warren Court and heading south, the 15" storm sewer running through the year yards to Monroe Street, and the Monroe Street storm sewer running north to Ogden Avenue. The Ogden Avenue storm sewer will not be modeled, and a boundary condition will be assumed to represent the receiving storm sewer. We will delineate the subbasins tributary to this system and enter all storm sewer information provided by the Village atlases, etc. We will run a series of design storms and any historic storms the Village requests with the SWMM model to verify the system capacity and evaluate the draindown times of the depressional area. The deliverable for this task will be a technical memorandum summarizing the model results and any applicable exhibits.

**Task 4.2 – Proposed Conditions SMMM Modeling:** We will revise the existing SWMM model to reflect the proposed improvements. As specified in the RFP, the basic components of the proposed improvements have already been determined. We will evaluate two scenarios, including a 2.3 and 4 cfs capacity pump station. For each scenario, we will quantify the reduction in draindown times and peak elevation for the depressional area. The deliverable for this task will be a technical memorandum summarizing the model results and any applicable exhibits.

**Task 5 – Pump Station Design:** CBBEL will design an approximately 2.3 cfs storm water pump station that can accommodate an increase to 4 cfs in the future. Pump station design will include precast concrete wet well, electrical controls housed in an exterior rated weatherproof enclosure, submersible electric motor driven centrifugal pumps, standby trailer mounted electric generator, check and isolation valves, and associated discharge piping. Preliminary and final specifications and contract documents will be prepared according to IDOT's Procedural Guidelines and will include the force main design and storm sewer system improvements.

**Task 6 – Force Main Design:** CBBEL will design the pump station force main to discharge up to 4 cfs from the pump station. Design will include force main fittings, air release valves (if necessary) and construction details for backfill and joint restraint.

**Task 7 – Storm Sewer System Improvements:** CBBEL will provide the required storm sewer design plans to detail the necessary storm sewer improvements required by the design. Storm sewer design shall conform to Standard Specifications for Water and Sewer Main Construction in Illinois.

**Task 8 – Permitting:** CBBEL will apply for and submit applicable permits which may be required for this project.

**Task 9 – Preparation of Engineer's Opinion of Probable Construction Cost:** CBBEL will prepare an opinion of probable construction cost based on the design elements selected and present to the Village in spreadsheet format.

**Task 10 – Bidding Assistance:** CBBEL will assist the Village with solicitation of proposals, attend a pre-bid meeting, answer bidders' questions prior to bid, attend bid opening, review and tabulate bids received, and make recommendation to the Village for award.

**Task 11 – Construction Observation:**

**Task 11.1 – Shop Drawing Review:** CBBEL will provide services related to reviewing information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Owner of deficiencies, deviations or substitutions. With the notification, provide Owner with an opinion for acceptance or denial, and request direction from the Owner regarding the deviation or substitution.
- Advise the Owner when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.

**Task 11.2 – Construction Engineering:** Under this task CBBEL will provide a full-time Resident Engineer (RE). We have estimated approximately 6 – 8 weeks of construction and therefore have budgeted 160 hours of construction observation and contract administration. The RE will perform the following duties:

- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The RE will keep the Owner informed of the progress of the work.
- Serve as the Owner's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend preconstruction conference and construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- When present on site keep a report book, which shall contain, weather conditions, daily activities, job decisions and observations as well as general and specific observations



- and job progress.
- Except upon written instructions of the Owner, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.
- CBBEL will review pay requests prepared by the Contractor and make recommendations to the Owner for payment.

**Task 11.3 – Commissioning/Start-Up:**

- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Owner, prepare a final punchlist (if required).
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Owner concerning acceptance of the project.
- Attend commissioning/start-up of facility to determine equipment is operating satisfactorily as intended. Observe equipment as it is operated under normal operating conditions.

**ESTIMATE OF FEE**

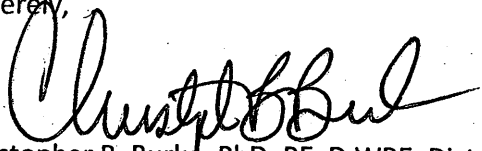
Based upon the Scope of Services presented above, we estimate the following fees:

TASK	FEE
Task 1 – Topographic Survey	\$4,116.00
Task 2 – Plat of Easement Preparation	(Per Plat) \$3,500.00
Task 3 – Soil Borings	\$500.00
Task 4 – SWMM Modeling	\$9,500.00
Task 5 – Pump Station Design	\$10,000.00
Task 6 – Force Main Design	\$5,000.00
Task 7 – Storm Sewer Design	\$5,000.00
Task 8 – Permitting	\$2,500.00
Task 9 – Preparation of Engineer's Opinion of Probable Construction Cost	\$1,000.00
Task 10 – Bidding Assistance	\$2,500.00
Subtotal Design	\$43,616.00
Task 11 – Construction Observation	\$24,000.00
<b>TOTAL</b>	<b>\$67,616.00</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

JPC/pjb

Encl.    Schedule of Charges  
          General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF HINSDALE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## FLOOD MITIGATION PUMP STATION

### TIME PERIOD

2012 to 2013

### LOCATION

Elmwood Park, Illinois

### CLIENT / REFERENCE

#### Village of Elmwood Park

11 Conti Parkway  
Elmwood Park, IL 60707

Paul Volpe  
(708) 452-7300

### FUNDING SOURCE

Local

### CONSTRUCTION COST / FEE

\$3,600,000 / \$125,000

### PROJECT TEAM

**John Caruso, PE**  
(Project Manager/Lead Design Engineer)

**Anthony DeRicco, PE, LEED AP, LC**  
(Electrical Engineer)

**Joseph Marino, PE**  
(Project Engineer)

### PROJECT DESCRIPTION

Design of a storm water pump station as part of a Village flood mitigation project. The design consisted of 40' x 30' x 30' deep cast-in-place concrete wet well with integrally cast valve vault, four 20", 235 Hp submersible type pumping units capable of a total station flow of 67,300 gpm (150 cfs), precast concrete 30' x 10' electrical controls building, 1600 amp motor control center, two variable frequency drives (VFDs) with reduced voltage autotransformer motor starter bypass, two solid state reduced voltage motor starters, SCADA and video surveillance.

Christopher B. Burke Engineering, Ltd. (CBBEL) designed a 1000 kW diesel engine generator to provide on-site backup electrical service to the station.

The pump station forcemain discharge piping will be installed in two phases. In this project, 1,000 feet of twin 36" fusion welded HDPE pipe will be installed. During Phase 2, 1,500 feet of twin 36" HDPE forcemain will connect the Phase 1 pump station and forcemain to the outlet structure at the Des Plaines River. During the interim condition, the pump station will discharge into a 7' diameter precast structure that is connected to an existing 30" RCP gravity storm sewer. As the discharge structure fills, it will surcharge the 30" RCP converting it into a low pressure forcemain to convey the storm water flow.

This project is part of an overall Village flood mitigation project that consists of separating 240 acres of combined sewer, installing 40,000 feet of storm sewer, a 150 cfs pump station, 14 acre-feet detention basin, 2,000 feet of flood wall, water main replacement and roadway reconstruction.

### SCOPE OF SERVICES

CBBEL provided the following engineering services:

- Design and Planning
- Preparation of Contract Drawings and Documents
- Utility Coordination
- Shop Drawing Review
- Construction Observation and Contract Administration
- Pump Station Start-Up



Pump Control Building and Engine Generator



Storm Water Pumps on Shipping Skid

## BERENS-MONALDI STORM WATER PUMP STATION

### TIME PERIOD

2010-2013

### LOCATION

Dyer, IN

### CLIENT / REFERENCE

**Town of Dyer**  
One Town Square  
Dyer, IN 46311

*Rick Eberly*  
Interim Village Administrator  
(219)-865-4222

### FUNDING SOURCE

Federal Grant

### CONSTRUCTION COST / FEE

\$550,000 / \$50,000

### PROJECT TEAM

**John P. Caruso, PE**  
Project Manager

**Joe Marino, PE**  
Project Engineer

**Mark Kaiser, PE**  
Resident Engineer

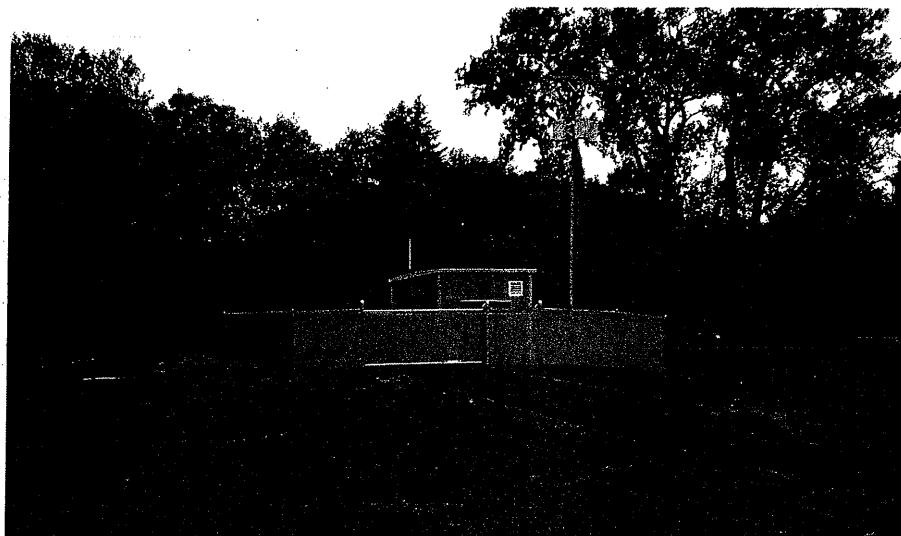
### PROJECT DESCRIPTION

Design of a storm water pump station to alleviate flooding of the Berens-Monaldi Subdivision consisted of a 7' x 7' square precast diversion structure with a 48" elastomeric check valve over an existing 48" RCP storm sewer, a 9' x 9' square precast concrete wet well housing two (2) 12", 50 Hp submersible type pumps capable of pumping 5,000 gallons per minute (gpm) each, and a fiberglass reinforced stop gate to isolate the station from the system during maintenance.

The site required NIPSCO to bring 3 phase power overhead to the station as well as natural gas service. CBBEL designed a 100 kW natural gas generator to provide on-site backup electrical power to the station.

### SCOPE OF SERVICES

- Design and Planning
- Preparation of Contract Drawings
- Grant Application and Submittal
- Utility Coordination
- Shop Drawing Review
- Construction Observation
- Commissioning



1 SECTION A-A (SEE DETAIL THIS SHEET)  
SCALE: 1/4" = 1'-0"

## GRAFF DRIVE STORMWATER PUMP STATION

### TIME PERIOD

2008-2009

### LOCATION

Rosemont, IL

### CLIENT / REFERENCE

**Village of Rosemont**  
9501 W. Devon Avenue  
Rosemont, IL 60018

*Mike Raimondi,  
Director of Public Works  
(847) 671-4677*

### FUNDING SOURCE

Local

### CONSTRUCTION COST / FEE

\$560,000 / \$40,000

### PROJECT TEAM

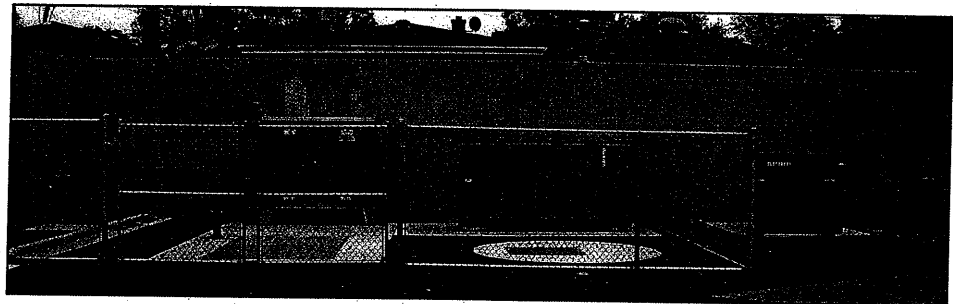
**John P. Caruso, PE**  
Project Manager

**Joe Marino, PE**  
Project Engineer

### PROJECT DESCRIPTION

Christopher B. Burke Engineering, Ltd. (CBBEL) was retained by the Village of Rosemont to design a stormwater pump station to alleviate flooding of Graff Dr. CBBEL determined that a flow rate of 20.7 cfs was necessary to protect against a 50-yr storm. The design consisted of 6 catch basins with high capacity inlets, 48" HDPE storm sewer pipe, 380' of directionally bored 16" PVC C905 forcemain, 8' diameter precast concrete valve vault, and a 15' deep 9'x9' square precast concrete wet well housing two (2) 12", 50hp submersible type pumps capable of pumping 5,000 gallons per minute (gpm) each.

The site required ComEd to bring 3 phase power under ground to a new transformer. CBBEL designed a 100kW natural gas generator to provide on-site backup electrical service to the station. The pump controls are connected to the existing SCADA system at Rosemont Public Works.



*Top: Looking South at Graff Dr., the below grade stormwater pump station, pump control panel, 100 kW natural gas generator, ComEd transformer, and Nicor gas meter.*



*Right: Looking Northwest on Graff Dr. 3 of the 6 catch basins with high capacity inlets sized to accommodate the large inflow of water to the site.*

### SCOPE OF SERVICES

CBBEL provided the following engineering services to the Village of Rosemont:

- Design and Planning
- Preparation of Contract Drawings
- Utility Coordination
- Obtaining Easements
- Shop Drawing Review
- Construction Observation

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2013**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions



extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

**Daniel Deeter**

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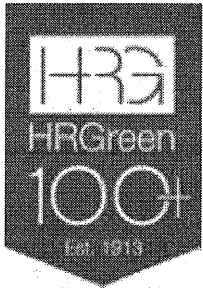
**From:** Creech, Scott [screech@hrgreen.com]  
**Sent:** Wednesday, December 18, 2013 9:43 AM  
**To:** Daniel Deeter  
**Cc:** Jain, Ajay; Dobrosavljevic, Milan  
**Subject:** 2013 North Madison Drainage Project - HRG proposal  
**Attachments:** pro\_86130461-NorthMadisonDrainage.pdf

Good morning Dan. Attached is our proposal for the 2013 North Madison St. Drainage Project. As always thank you for considering our firm for the work and do not hesitate to contact me or Ajay Jain regarding any questions/comments you may have regarding the proposal.

Scott

**T. SCOTT CREECH, P.E.**  
Site Director - New Lenox, IL

**HR GREEN, INC.**  
323 Alana Drive  
New Lenox, IL. 60451  
Office: 815.462.9324  
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## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**2013 North Madison Drainage Project  
RFP No. 04-2013  
Hinsdale, Illinois**

Village of Hinsdale  
Daniel M. Deeter, P.E.  
19 East Chicago Avenue  
Hinsdale, IL 60521  
(630) 789-7039

T. Scott Creech, P.E.  
HR Green  
323 Alana Drive  
New Lenox, IL 60451  
87130304

December 18, 2013

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THIS **AGREEMENT** is between The Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The CLIENT is requesting engineering services to design and provide construction observation services for a proposed storm water lift station and force main in the 400/500 block of N. Madison Street. The proposed design will provide flood reduction in the isolated low area in the vicinity of the 400/500 block of N. Madison Street by pumping storm water to a storm manhole S1190 (from where it will flow by gravity). According to the aerial map provided by the CLIENT, the storm water from MH S1190 is conveyed via an existing storm sewer that flows west to North Monroe Street and then north to West Ogden Avenue. Approximately 20-acres of drainage area are tributary to this low area. A 15-inch storm sewer used to drain this area to the west through a 10-foot easement in side and rear yards. This 15-inch storm sewer appears to be back pitched and is not functioning at the original discharge capacity and is also not a good candidate for replacement due to disruption in the resident's yard and long term issues with settlement and maintaining proper slopes due to poor soil conditions. The pumping rate from the lift station shall establish a pumping rate equal to that of the original 15-inch pipe at 0.11% slope ( $Q_{full} = 2.14$  cfs,  $Q_{max} = 2.30$  cfs). The CLIENT also wishes the design to accommodate future increase in capacity of up to 4 cfs along with possible extension of the force main.

### **1.2 Design Criteria/Assumptions**

The plans and specifications are to be prepared per IDOT's Procedural Guidelines for the Assemblage and Handling of an MFT Construction, Latest Edition. The following design criteria shall be followed:

- a. Village of Hinsdale Ordinances, engineering design standards and standard details;
- b. IDOT Standard Specifications and Supplemental Specifications;
- c. Latest ADA, State and Federal Standards;
- d. Standard Specifications for Water and Sewer Main Construction in Illinois;
- e. IEPA NPDES Phase II regulations for Stormwater Pollution Prevention Plans (SWPPP); and
- f. Applicable storm water regulations per DuPage County Stormwater Ordinance

## **2.0 Scope of Services**

As requested in the Request for Proposal (RFP), the scope of services will be those necessary to design and bid the construction of a storm water lift station and a ±450-foot force main. The scope shall also include construction observation services. The CLIENT agrees to employ COMPANY to perform the following specific scope of services:



## 2.1 Surveying Services

COMPANY will provide the topographic survey services associated with the Subject Project which will include the following:

### Topographic Survey

For the purposes of developing construction drawings, COMPANY will perform topographic survey in the area of the proposed lift station and along the proposed force main route ("construction limits") as depicted on the map titled "Monroe Street and Madison Street Drainage Analysis and Storm Sewer Feasibility Study". COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm sewers, sanitary sewers and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, Village Atlas, etc.). Trees six (6) inches or larger in diameter lying within the limits specified above will also be located and shown on the survey, but species will not be identified. In addition to the topographic survey along the construction limits, the extents of the low area (subject to flooding) between Warren Court and Morris Lane and the existing storm sewer from the low area to its outfall on West Ogden Avenue will be surveyed for the purposes of hydraulic modeling. Elevations will be referenced to the Hinsdale benchmarks, which are on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System. It is assumed that there will be three (3) trips to the site required to complete this task

- a. Topographic Survey Drawing – The final drawing will depict existing visible improvements and property, easement, right of way lines within the areas described above. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in AutoCAD Civil 3D. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.
- b. Plat of Easement – It is anticipated that additional easements will not be required as the proposed public storm sewer improvements will be placed in a public street right of way or public utility and drainage easement already dedicated or granted to the Village of Hinsdale.
- c. Record Drawing – COMPANY will provide a plan set showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new public storm sewer structures, in accordance with the engineering plans marked "For Construction" prepared by COMPANY. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY will provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

## 2.2 Stormwater Modeling Services

COMPANY will perform the existing and proposed conditions hydrologic and hydraulic model using EPA SWMM (or other models as approved by the Village) for the area starting at the low point to the storm sewer outfall north of Ogden Avenue. The model will be developed to show that the proposed conditions will return the depth of ponding level to conditions when the existing 15-inch storm sewer was functioning adequately and the ponding levels were acceptable to the residents. This may require a pump discharge capacity of approximately 2.3 cfs as discussed in the Village's Request for Proposals (RFP). The model as well as the final design shall also include accommodating future increase in capacity to 4 cfs and associated force main extension. The modeling method to be utilized shall be approved by Village of Hinsdale and DuPage County staff prior to commencement of work.

The results of the hydrologic and hydraulic model and associated improvements (pump station wet well design, pump selections, rated capacity, pipe sizing, detention storage, interim and future design conditions, etc. will be summarized and discussed with the Village prior to start of final engineering design.

## 2.3 Engineering Services

### Geotechnical Analysis

The CLIENT has recently conducted a geotechnical investigation in September 2013. It is our opinion that the geotechnical investigations performed are adequate for the purposes of determining soil bearing conditions and unsuitable soils. We also anticipate that the force main may be constructed using trenchless methods. Therefore, in lieu of additional soil borings and investigations, COMPANY will consult with the geotechnical engineer for written recommendations for the lift station construction and directional boring.

### Clean Construction or Demolition Debris (CCDD) Certification

COMPANY will review the Village Wide Environmental Record Search (to be provided by the Village) to identify areas that may cause CCDD material rejections and will develop specifications and quantities to account for the contractor's management of handling rejected material. This includes line items to address actions upon being notified that a material is suspected of being contaminated.

### Final Engineering Plans and Specifications

Upon approval of the storm water modeling and selection of the final design elements for the drainage improvements, COMPANY will prepare final engineering plans and specifications for the bidding and construction of the proposed improvements. The final engineering plans, construction specifications and contract documents will be prepared in AutoCAD Civil 3D software and in accordance with Design Criteria discussed in Section 1.2 above.

The following major design elements and associated improvements will be detailed within the final engineering plans and construction specifications:

- a. A variable drive duplex storm water lift station;
- b. Force main from low point to MH S1190 (approximately 450-foot).
- c. Design of a backup trailer mounted generator
- d. Modification or improvements to the area storm sewer along North Madison Street to bring more storm water to the proposed lift station.
- e. For all underground improvements including the force main and storm sewers, the option to use open cut and trenchless construction will be evaluated and recommendations provided to the Village. This will include sensitivity to minimizing tree impacts, and rear and side yard impacts.

The final engineering plan set shall generally consist of the following sheets:

- a. Cover Sheet;
- b. General Notes and Specifications Sheets;
- c. Schedule of Quantities Sheet;
- a. Plan and Profile Sheets
- d. Traffic Control Plan
- e. Erosion Control Plan Sheet; and
- f. Details

Also, as requested by the Village, the following design guidelines and coordination will be incorporated into the final engineering plans and construction specifications:

- a. Tree protection methods such as root pruning and tree protection fending to protect trees during construction per the Village standards/guidance;
- b. Notes that all private underground utilities including irrigation systems, invisible fences, etc. located on private or public property will be restored by the contractor;
- c. All parkway impacted by construction activities will be restored with new sod;
- d. Existing driveway aprons and sidewalks will remain unless disturbed by construction activities. Sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA standards or as directed by the Village. Plans will show carriage walk steps are restored in kind.
- e. Coordinate the design with all public and private utilities

#### Contract Documents

COMPANY will prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The CLIENT will provide the General Conditions of the Contract upon which the contract documents shall be based. Special provisions shall be provided by the COMPANY for items not covered by the specifications or other parts of the contract documents.

#### Permitting

The following permits are anticipated being required for the project:

a. IEPA IRL-10 General NPDES Permit

COMPANY will prepare and submit a Notice of Intent (NOI) and Stormwater Pollution Prevention Plans (SWPPP) for coverage under the IEPA IRL-10 General NPDES Permit.

No other local, state or federal permits are anticipated including wetland delineation and mitigation. If any additional permits are necessary and not included in the scope of services as identified above, these permits can be obtained as a supplemental service to this contract.

Engineer's Opinion of Probable Construction Costs (EOPCC)

COMPANY will provide an EOPCC for the proposed improvements construction costs.

2.7 Bidding Services

COMPANY will provide bidding services that shall include preparation, printing, and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, verification of bid prices and bid tabulations, and verification of bid documents. COMPANY will prepare a written recommendation of award for Village Board approval. During the bid period, COMPANY will provide assistance including preparation of any necessary addendum's, drawings, and/or specifications.

2.8 Project Progress Meetings

The COMPANY shall attend a project kickoff meeting and two (2) project progress meeting which shall include one (1) meeting with affected residents. The COMPANY will provide plans to the Village for their review at completion of the preliminary engineering, pre-final and final engineering.

2.9 Project Administration Services

COMPANY will conduct project administration duties, including project set-up, scope reviews, scheduling, budget control, manpower planning, team meetings, quality control, correspondence, and invoicing.

2.10 Construction Administration Services

COMPANY will provide a Full-time Resident Engineer (RE) for the duration of the project. For the purposes of the contract, it is assumed that the proposed work will require twenty-five (25) Working Days at eight (8) hours per day. In general, the scope will include project startup and attending a pre-construction meeting, construction observation and project closeout.

More specifically and as requested in the RFP, the RE responsibilities shall include but are not limited to:

- a. Attendance at project meeting including pre-bid, pre-construction, and weekly construction meetings.
- b. On-site observation of the contractor's operations to ensure conformance

with the contract documents.

- c. Maintain a project diary and provide a written weekly progress report to the Village. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Advise the Village of any changes or conditions that impact the project in a timely manner.
- d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
- e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
- f. Daily review and inspect traffic control items and erosion control plan implementation/maintenance.
- g. Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
- h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals, as necessary.
- i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
- j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list.
- k. Coordinate with the contractor to provide a complete set of record drawings.
- l. Track project costs.
- m. Monitor and inform the Village Engineer of any change to the construction contractor's scope of work to support the "Village of Hinsdale Infrastructure Change Order Policy" dated September 2012 including
  - i. Notify the Village Engineering of change orders prior to their execution. Construction cannot be conducted on that change until approval is received from the Village Manager or Trustee(s).
  - ii. Provide a weekly update to the Village Engineer for change orders.
  - iii. Review, approve and forward change order documentation to the Village Engineer in a timely manner.
- n. Provide a pre-construction video of the construction site and adjacent property features.
- o. Assist the Village with resident notifications as required.
- p. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, interim record drawings, etc. as necessary.

### **3.0 Deliverables and Schedules Included in this Agreement**

The following deliverables will be submitted to the Village of Hinsdale before completion of the contract:

- 1. Hydraulic/hydrologic Analysis and Report including:
  - a. Existing storm water conveyance system maps
  - b. Local watershed map

- c. Hydrologic model input and output files (hard copy and computer disk)
- d. Hydraulic model input and output files (hard copy and computer disk)
2. Final construction documents (AutoCAD format for plans and MS Word format for Specifications).
3. Record Drawings (AutoCAD format for plans and MS Word format for Specifications).
4. Project Files (Job Boxes) at the completion of the project.

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

**Project Schedule:**

- |  |                       |
|--|-----------------------|
| • Engineering Services Contract Approval         | 01/21/2014            |
| • Construction Document Development & Permitting | 01/21/14 – 06/02/2014 |
| • Construction Bid Advertisement                 | 06/02/2014            |
| • Construction Bid Opening                       | 06/23/2014            |
| • Earliest Construction Start -                  | 08/15/2014            |
| • Construction Completion -                      | 11/15/2014*           |

*\*The construction completion date is based on a substantial completion pending pump installation and startup of the lift station. This is based on the schedule of 16-20 weeks lead time for pump delivery. The pump lead time will start from the date of shop drawing review and approval.*

**4.0 Items not included in Agreement/Supplemental Services**

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

1. ROW and/or easement negotiations.
2. Soil borings and geotechnical investigations. COMPANY anticipates using existing soil boring information with supplemental geotechnical consultations as included in the scope.
3. Preliminary or final engineering design for future conditions which includes upgrading the lift station of a 4.0 cfs capacity and force main extension beyond MH S1190 to a discharge point at or beyond Ogden Avenue. However, the engineering analysis for the lift station and force main design as well as pump selections will take into account accommodating this future condition.
4. Structural Engineering Service not included
5. Full-Time Construction Observation is included for 25 field days (at an average of 8 hours/day)
6. Wetland Delineation and/or related permitting
7. Floodplain Analysis and Permitting

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

## **5.0 Services by Others**

None included

## **6.0 Client Responsibilities**

The Village will provide the following materials for use with this project:

1. Guidance in establishing design criteria
2. Guidance in preparation of engineering plans, construction specifications, and contract documents
3. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
4. Guidance in establishing Specifications format
5. Guidance in selecting design materials
6. Copy of the Village wide Environmental Record Search

## **7.0 Professional Services Fee**

### **7.6 Fees**

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

### **7.7 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### **7.8 Extra Work**

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

### **7.9 Exclusion**

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

## 7.10 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

No.	Item Description	Labor Costs	Direct Costs	Total Costs
<b>Surveying Services</b>				
1.	Topographic Survey	\$6,492.00	\$128.00 <sup>1</sup>	\$6,620.00
<b>Total For Surveying Services</b>				<b>\$6,620.00</b>
<b>Stormwater Modeling Services</b>				
1.	Hydrologic and Hydraulic Modeling	\$10,600.00		\$10,600.00
<b>Total For Stormwater Modeling</b>				<b>\$10,600.00</b>
<b>Engineering Services</b>				
1.	Geotechnical Analysis	\$680.00	\$1,000.00 <sup>2</sup>	\$1,680.00
2.	CCDD Certification	\$1,040.00		\$1,040.00
3.	Final Engineering Plans and Specifications	\$23,190.00	\$200.00 <sup>1</sup>	\$23,390.00
4.	Contract Documents	\$3,810.00	\$1,000.00 <sup>1</sup>	\$4,810.00
6.	Permitting	\$2,200.00		\$2,200.00
<b>Total for Engineering Services</b>				<b>\$33,140.00</b>
<b>Bidding Services</b>				
1.	Bidding Assistant Services	\$5,500.00		\$5,500.00
2.	Attend Bid Meeting	\$1,010.00	\$34.00 <sup>1</sup>	\$1,044.00
<b>Total for Bidding Services</b>				<b>\$6,544.00</b>
<b>Project Progress Meetings</b>				
1.	Meetings	\$1,720.00	\$68.00 <sup>1</sup>	\$1,788.00
<b>Total for Meetings</b>				<b>\$1,788.00</b>
<b>Project Administration Services</b>				
1.	Project Administration and QA/QC	\$5,980.00		\$5,980.00
<b>Total for Project Administration Services</b>				<b>\$5,980.00</b>
<b>Full Time Construction Management</b>				
1.	Project Startup and Pre-Construction Meeting	\$1,760.00	\$68.00 <sup>1</sup>	\$1,828.00
2.	Shop Drawing Review	\$2,300.00		\$2,300.00
3.	Construction Observation	\$23,760.00	\$960.00 <sup>1</sup>	\$24,720.00
4.	Project Closeout	\$6,140.00	\$68.00 <sup>1</sup>	\$6,208.00
<b>Total for Full Time Construction Management</b>				<b>\$35,056.00</b>
<b>TOTAL FOR PROJECT</b>		<b>\$96,202.00</b>	<b>\$3,526.00</b>	<b>\$99,728.00</b>

1. Printing and mileage reimbursable cost
2. Geotechnical sub-consultant cost

**Time and Material Basis with a Not to Exceed Fee of \$103,064.00**



## **8.0 Terms and Conditions**

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

### **8.6 Standard of Care**

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

### **8.7 Entire Agreement**

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

### **8.8 Time Limit and Commencement of Work**

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

### **8.9 Suspension of Services**

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

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

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

### **8.10 Book of Account**

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

### **8.11 Insurance**

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

### **8.12 Termination or Abandonment**

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.13 Waiver

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

8.14 Severability

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

8.15 Successors and Assigns

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

8.16 Third-Party Beneficiaries

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

8.17 Governing Law and Jurisdiction

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

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

8.18 Dispute Resolution

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

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

8.19 Attorney's Fees

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

8.20 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.21 Reuse of Documents

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

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

8.22 Failure to Abide by Design Documents or To Obtain Guidance

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

8.23 Opinion of Probable Construction Cost

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

8.24 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

**8.25 Information Provided by Others**

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

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

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

**8.26 Force Majeure**

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

**8.27 Job Site Visits and Safety**

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

**8.28 Hazardous Materials**

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

**8.29 Certificate of Merit**

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

**8.30 Limitation of Liability**

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**8.31 Drywells, Underdrains and Other Infiltration Devices**

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

be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

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

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

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

#### 8.32 Environmental Audits/Site Assessments

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

#### 8.33 Construction Observation

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

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

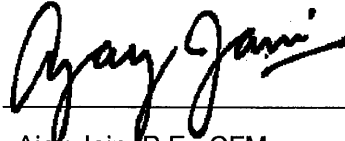
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.  
Site Director

Approved by:



Printed/Typed Name: Ajay Jain, P.E., CFM

Title: Vice President, Practice Leader Date: 12-18-13

CLIENT NAME

Accepted by:

Printed/Typed Name: Daniel M. Deeter, P.E.

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

December 18, 2013

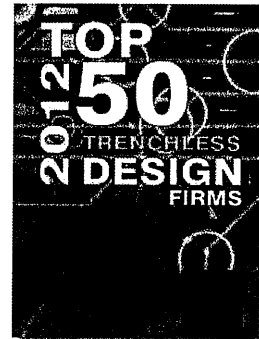
Mr. Daniel M. Deeter, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3431

SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES (RFP NO. 04-2013)  
2013 NORTH MADISON DRAINAGE PROJECT

Dear Mr. Deeter:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Hinsdale (Village) for the preliminary engineering, engineering design, and construction services for the 2013 North Madison Drainage Project.

RJN, founded in headquartered in Wheaton, Illinois is a consulting engineering and specialized field services firm. We specialize in providing underground utility engineering services especially with our use of innovative design concepts centered on trenchless technology. As the 2012 *Trenchless Technology* magazine, 12<sup>th</sup> ranked engineering firm for trenchless design nationally, our experience includes all methods of trenchless repair and replacement.



Our recent lift station and force main experience includes projects for many local municipalities in DuPage County as well as surrounding areas, including Elmhurst, Rolling Meadows, Glenview, Schaumburg, and the Flagg Creek Water Reclamation District. Summaries of these projects are included as Exhibit A attached. We would be happy to provide references to these and other projects at your request.

Timothy Grimm, P.E. will be the project manager and Vincent Bergl, P.E., will be the project engineer for RJN Group for this project. Catherine Morley, P.E., will provide trenchless design experience. This team has substantial lift station and force main design experience and is more than capable to complete this project for the Village. Brief summaries of their experience is provided in Exhibit B.

#### **PROJECT UNDERSTANDING AND APPROACH**

Currently, the storm sewer system in the 400/500 block of North Madison Street near Warren Court drains by gravity west to Monroe Street and then north to an outfall north of Ogden Avenue. When designed and constructed in 1975, the system properly conveyed storm water during smaller storms and reduced the frequency and depth of ponding during larger events.



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However, since construction, two of the segments have become backpitched to the point that they can no longer convey the flows desired during storm events. It has been determined that these backpitched sewers have been caused by a six-foot thick seam of peat running through the area.

Included in the scope of work for this project is to model the existing and proposed conditions of this storm sewer system from their sources on N. Madison Avenue, to the outfall on Ogden Avenue. It is assumed for the purposes of this proposal that the sewers beyond the proposed force main connection at Manhole S1190, indicated on Attachment 2 of the RFP, are of sufficient capacity to transmit the flows from a proposed lift station.

The Village has indicated that the selected engineering firm will be responsible for preliminary engineering, site survey and soil borings, final engineering design, bidding assistance, and Phase III construction engineering services.

### ***Optional Route***

We have reviewed the proposed gravity and force main locations on the provided Attachment 2 of the RFP. In this review, we feel that it may be worth considering an alternate route for the force main for this project. Running a force main through the existing detention basin, and along the



**Detention Basin and Proposed Lift Station Location**

same route as the backpitched storm sewer may not be the most effective method as it may require substantial excavation and a difficult-to-maintain force main. Additionally, without soil borings along the length of this route, it may be difficult to confirm the absence of peat, which could cause problems with the new force main.

As an alternate route, the Village may consider another route, potentially along a new easement following the northwest property line of the property at 508 Warren Court. If granted, this easement could be a good candidate for directional drilling, should avoid the detention basin issues, and would avoid the unstable peat soils south of the detention basin. An alternate route such as this one may be less expensive to construct.

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## **PROPOSED SCOPE OF SERVICES**

Per the RFP, our proposed scope of services is as follows:

### ***PHASE I – Preliminary Design and Model***

1. A project kick-off meeting will be held with the Village and RJN to discuss the details of the project scope and limits.
2. Record drawings, previous studies, and utility atlases of the project site will be obtained from the Village as available. RJN will also complete a Design Stage Request through JULIE and follow-up with the underground utility owners for utility atlases.
3. A detailed topographic field survey will be conducted by a qualified surveying firm to collect the horizontal and vertical locations for each element including curb and gutter, driveways, sidewalks, trees, large shrubs, utilities, inverts for storm and sanitary sewer, depth of water main at valve locations, and ground elevations. Control points and benchmarks to be used during construction will also be established. Plans will be prepared at 1" = 20' scale. Survey will use the NAVD 88 datum.
4. Develop a hydraulic model using the SWMM calculation engine to verify design criteria and evaluate downstream impacts of the proposed improvements. The model will utilize inputs (e.g. drainage areas, measures of imperviousness, and slope) from previous studies as practicable; however, if determined necessary, data from previous studies will be independently checked for reasonability and accuracy. **The hydraulic model will not include modeling of overland flow routes, nor will it be used for mapping of flood zones.** The hydraulic model will entail the following:
  - a. Development of a pipe network of the study area using field surveyed rim and invert data.
  - b. Delineation of drainage areas using DuPage County topographical data and survey data as applicable.
  - c. Determination of runoff coefficients using data available from previous analysis of the study area and land use characteristics.
  - d. Verification of peak and design discharge rates from previous studies using outputs from the hydraulic model.
  - e. Model simulation of the proposed routing alternative.

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- f. Model simulation of both existing and proposed conditions for up to two design storm events.
  - g. Model inputs and results, including drainage areas, runoff coefficients, and hydraulic profiles.
  - h. Recommendations for proposed improvements to satisfy the design criteria stipulated by the Village.
- 5. If needed to expand upon already collected geotechnical information, RJN will obtain geotechnical testing services, including soil borings, at locations along the proposed improvements.
- 6. A review of the Huff & Huff environmental records search will be completed. At each boring location, pH testing will be completed. This proposal does not include follow-up environmental testing should it be required.
- 7. A preliminary design memo will be submitted to the Village for review, discussion, and approval. This document will outline the design calculations, sizing, material selection, construction methodologies, and options for the lift station pumps, wet well, force main, generator, controls, and any new gravity sewers being installed as a part of this project.
- 8. Prior to proceeding with the detailed design, a preliminary site and alignment plan (30% completion) will be presented to the Village for review, discussion, and approval.

***PHASE II – Project Design Services***

- 9. RJN will prepare project plans sheets for the project design.
- 10. RJN will prepare front-end documents and technical specifications based on IDOT Standard Specifications and Supplemental Specifications, Village of Hinsdale engineering design standards and standard details, and the latest ADA state and federal standards. Additionally, the Standard Specifications for Water and Sewer Main Construction in Illinois will be incorporated into the design. As this project will be funded by Village funds, MFT paperwork is not included in this proposal.
- 11. RJN will prepare a schedule of quantities together with an anticipated construction cost (including a contingency).
- 12. RJN will provide to the Village a pre-final set of plans, specifications, and an opinion of probable construction cost for review at the 60% completion stage, and again at 90% completion prior to submitting for permits.

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13. On receipt of final mark-ups from the Village, RJN will prepare the final set and forward plans and specifications to the Village.
14. After reviewing the project, it is our assumption that there are no floodplains or special management areas within the project area. As the Village of Hinsdale is a partial-waiver community with regards to the DuPage County Stormwater Management permitting process. RJN will complete the required paperwork to submit to the Village for review and issuance of the permit for the project.
15. RJN will undertake bidding services including contacting prospective bidders, preparation, printing, and distribution of bidding and construction documents, answering questions, attending the bid opening, tabulating and verifying bids, and providing a recommendation of award to the Village.

***PHASE III – Resident Engineering Services***

16. RJN will provide a full-time Resident Engineer for the duration of the project. This proposal is based on 240-hours of on-site Resident Engineer (RE) services. The RE services include those outlined in Item 14 of the Project Details section provided in the RFP. RJN will arrange for materials and construction debris testing as a part of this proposal, but testing itself will be performed under the construction contract.
17. RJN will prepare for the Village a set of final construction documents in original AutoCAD and Microsoft Word format. RJN will prepare and provide record drawings from the contractor's as-built plans.

**SCHEDULE**

RJN is prepared to begin work on this important project upon a notice to proceed from the Village and is prepared to meet the dates outlined in the schedule provided in the Request for Proposal (RFP).

**PROPOSED FEE**

The base scope of services will be provided on a time and materials basis with a not-to-exceed cost of \$92,950 as outlined in the attached Summary of Engineering Services Fees. Please note that the proposed fee is based on a total of 240 hours of on-site observation of the contractor's operations.

The following optional services are not included in the base proposal, but can be included if the Village chooses.

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- A detailed analysis of the alternate force main route described in the approach, including site survey, model updates, and a cost comparison can be completed for an additional cost of \$4,000. This cost does not include obtaining new easements.
- Soil borings and accompanying geotechnical analysis can be added at a cost of \$2,000 per boring. No borings are included in the base scope of services.
- Additional on-site construction observation services will be provided at a rate of \$95 per hour.

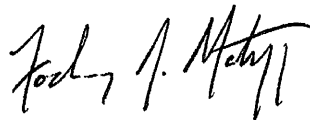
It is our pleasure to submit this proposal to the Village of Hinsdale. Please feel free to contact us at (630) 682-4700 if you would like to discuss this proposal in detail. We are looking forward to the opportunity to begin working with the Village on this important project.

Sincerely yours,

RJN Group, Inc.



Michael N. Young, P.E.  
Principal



Zachary J. Matyja, P.E.  
Client Manager

**VILLAGE OF HINSDALE**  
**2013 NORTH MADISON DRAINAGE PROJECT**  
**Summary of Engineering Services Fees**



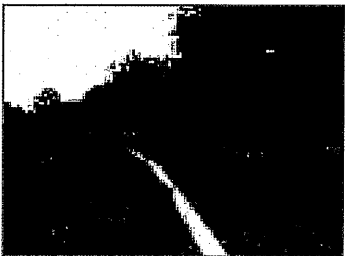
**LABOR COSTS**

Task No.	Task Description	\$ 165 QC	\$ 135 PM	\$ 105 PE	\$ 95 RE	\$ 80 EI	\$ 60 FT	\$ 55 CL	Total Hours	Direct Costs	Total Cost
<b>Task 1 - PRELIMINARY DESIGN</b>											
1001	Survey and Utility Coordination and Preliminary Investigations	-	-	4	-	8	16	2	30	\$ 3,090	\$ 5,220
1002	Hydraulic Model	-	4	44	-	24	-	-	72		\$ 7,080
1003	Environmental Review	-	-	2	-	4	-	2	8	\$ 45	\$ 685
1004	Preliminary Design and Alignment	2	12	12	-	36	-	4	66		\$ 6,310
1005	Project Coordination, Meetings, and Management	2	8	8	-	2	-	4	24	\$ 90	\$ 2,720
<b>SUBTOTAL</b>											<b>\$ 22,015</b>
<b>Task 1 - DESIGN</b>											
2001	Final Design - Plans	4	16	12	-	98	-	-	130	\$ 3,000	\$ 14,920
2002	Final Design - Specifications	4	16	12	-	60	-	2	94	\$ 1,500	\$ 10,490
2003	Final Design - Quantities and Costs	1	2	-	4	8	-	-	15		\$ 1,455
2004	Permitting - DuPage County Stormwater Permit	1	4	8	-	16	-	-	29	\$ 45	\$ 2,870
2005	Bidding Assistance	-	2	8	6	6	-	8	30	\$ 45	\$ 2,645
2006	Project Coordination, Meetings, and Management	2	8	8	-	2	-	4	24	\$ 90	\$ 2,720
<b>SUBTOTAL</b>											<b>\$ 35,100</b>
<b>Task 3 - RESIDENT ENGINEERING SERVICES</b>											
3001	Contracts and Pre-Construction Meeting	2	2	-	8	-	-	4	16	\$ 45	\$ 1,625
3002	Shop Drawing Review	-	2	2	8	6	-	2	20	\$ -	\$ 1,830
3003	On-Site Construction Observation	-	-	-	240	-	-	-	240	\$ 800	\$ 23,600
3004	Reports, Punch List, and Final Inspection	-	4	-	12	4	-	2	22	\$ 90	\$ 2,200
3005	Contract Management	-	4	-	12	-	-	2	18	\$ -	\$ 1,790
3006	Record Drawings	-	2	-	8	16	-	-	26	\$ -	\$ 2,310
3007	Project Coordination, Meetings, and Management	2	8	-	8	-	-	4	22	\$ 90	\$ 2,480
<b>SUBTOTAL</b>											<b>\$ 35,835</b>
<b>TOTAL</b>											
		<b>20</b>	<b>94</b>	<b>120</b>	<b>306</b>	<b>290</b>	<b>16</b>	<b>40</b>	<b>886</b>	<b>\$ 8,930</b>	<b>\$ 92,950</b>

**Legend**

QC Quality Control  
PM Project Manager  
PE Project Engineer  
RE Resident Engineer  
EI Engineer Intern  
CD Civil Designer  
FT Field Technician  
CL Clerical

## SIMILAR EXPERIENCE

PROJECT/OWNER	DESCRIPTION
<p><b>Kenilworth Storm Sewer Replacement</b>  Glen Ellyn, Illinois</p> 	<p>Design and construction inspection services to improve capacity for 1,600 LF of an existing 10-inch storm sewer serving a residential neighborhood. Services to prepare the preliminary and final design documents included:</p> <ul style="list-style-type: none"> <li>• Site surveys to validate surface elevations and existing storm sewer inverts and topographic survey of the ROW</li> <li>• Review of CCTV of the existing storm sewer and sewer pipes</li> <li>• Hydraulic modeling to determine sizing requirements for a 5-year 1-hour storm event</li> <li>• Preliminary layouts and costs to up size the storm sewer to 15-inches</li> <li>• Topographic survey of right-of-way</li> </ul> <p>Much of the existing pipe was located 15- to 17-feet below the large parkway trees and partially under the concrete pavement of the roadway. The less invasive trenchless construction techniques – horizontal directional drilling and pipe bursting – minimized the negative impacts to the mature landscape and existing pavement. Approximately 716 LF was constructed using pipe bursting and 500 LF used horizontal directional drilling. Services also included bidding assistance and construction inspection services. Construction was completed within the 90 day construction period. The existing trees were preserved, minimal pavement replacement was needed, and pedestrian and local traffic were not significantly impacted.</p>
<p><b>Atrium Force Main Replacement</b>  Elmhurst, Illinois</p>  	<p>Design and construction management services for the replacement of an aging 8-inch force main. Due to a history of breaks and an IEPA violation notice, a 1,360 LF pipe segment of the 6,550 LF force main needed to be expeditiously repaired/ replaced. This segment was located in Eldridge Park which is an actively used recreational area, situated on a landfill site along Salt Creek. The existing force main alignment within the Park was located in the Salt Creek floodplain. Preserving the integrity of the Park landscaping, protecting the "memorial" trees, and allowing safe access to the park facilities during construction were primary City and Park District requirements. The design process had to account for a number of challenges because of the unique site location.</p> <ul style="list-style-type: none"> <li>• Several trenchless methods were evaluated and directional drilling for a new alignment was the selected option. While pipe bursting and lining were feasible because there were no capacity issues, bypass pumping options were an issue because of the proximity of Salt Creek. Soil borings were taken along the route which indicated a mixture of soil, clay, and landfill. This information was used to determine the allowable depths for the drilling process.</li> <li>• Environmental issues had to be addressed to ensure that the drilling process did not degrade or pollute the site, and that all excavated material could be replaced at the site and did not require transport to landfill.</li> </ul> <p>Working closely with the City, the Park District, and the County during the planning and design phases, and the contractor early in the construction phase contributed to the success of the project. Construction was completed by using two pipe segments, drilling through two bore holes, one at each end of the site, and connecting the pipe in the middle. Effort spent to collect soil borings, review existing as-builts, and develop a good profile ensured that the project was completed to meet the goals of the City withing required time frames.</p>

**PROJECT/OWNER****DESCRIPTION****Lift Station Consolidation Study and Design**

Burr Ridge, Illinois



Engineering evaluation to assess the feasibility of consolidating four aging lift stations and followup design services. A comprehensive analysis was completed to determine based on existing equipment and current and future flow demands whether the current facilities could be abandoned, replaced or rehabilitated. The assessment included:

- Evaluating the existing collection system conditions
- Assessing and projecting future system needs
- Developing four alternatives that included a combination of abandonment, replacement, and rehabilitation for each of the four lift stations
- Analyzing and estimating costs associated with each alternative

Alternative selected relocated and replaced the Yorkshire lift station was the most cost-effective solution. Design services were provided for the new facility which uses two submersible pumps with a capacity of 1,400 gallons per minute each with a provision to add a third pump in the future. Design also included 2,747 LF of force main. Since the project was located in a floodplain, compensatory storage and other stormwater improvements were also included in the design. Construction inspection services were provided during construction.

**East of Harms Lift Station**

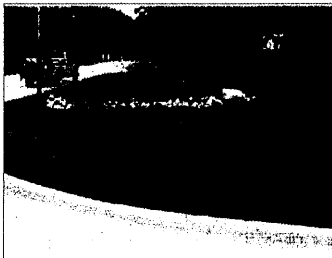
Glenview, Illinois



Design and construction inspection services for a backup prevention system that preliminary analysis of capacity requirements under various storm events. After an alternative review, design services were provided for 4,000 LF of gravity sewer, 400 LF of force main, and two lift stations that pumped flow back into the MWRDGC interceptor system during high flow events. Design utilized trenchless technologies including guided bore to minimize disturbances. Project tasks included flow monitoring, field surveys/utility locations, hydraulic and buoyancy calculations, preparation of contract plans and specifications, Construction Permit preparation for MWRDGC, Illinois Environmental Protection Agency (IEPA), and the Cook County Highway Department (CCHD) permits.

**Richnee Force Main Replacement**

Rolling Meadows, Illinois



Design and construction management services for the emergency replacement of the deteriorating Richnee force main. The force main was located in a residential parkway with no sidewalks, but extensive landscaping, including terraced retaining walls and paver driveways. The City wanted to minimize disruption to the local residents and their property while keeping the project cost-effective. The existing Richnee force main was a 4-inch diameter ductile iron pipe. 560 linear feet was replaced using 4-inch HDPE DR11 in two drills. The design phase involved:

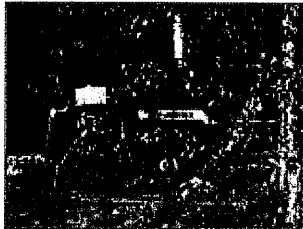
- Survey and new alignment
- Calculation of optimal pipe-size based on new alignment and head calculations for IEPA pump station permit modification
- Preparation of detail plan and profile sheets and specifications including:
  - Plan and profile sheets for a Quick Connect Valve Vault
  - Force Main Clean-out located in the roadway
  - Design for new clean-check clean-out and sanitary service to one of the residential properties
  - Preparation of Engineer's opinion of probable construction cost

RJN engineers also prepared the MWRDGC "Request for Inspection" permit and the IEPA sanitary sewer/pump station permits. Construction phase services included assisting within bidding and contractor recommendation and construction inspection.



**PROJECT/OWNER****Roman's Road Force Main Replacement**

Elmhurst, Illinois

**DESCRIPTION**

Engineering design services to replace the Roman's Road Pump Station force main. Approximately 350 linear feet of 6-inch force main located west of the Roman's Road Lift Station was replaced. The project site was located within park property, however the pump station services a commercial, warehouse area of the City. RJN engineers provided the following services:

- Reviewed existing pump station data to verify force main capacity requirements
- Determined pipe sizing, material, and analysis of air release valve requirements
- Prepared plan and profile sheets and specifications for force main replacement, and pump station and downstream manhole connection points including the Quick Connect fitting
- Preparation of bidding documents
- Applied for and received construction permit from Illinois Environmental Protection Agency
- Assisted with bidding
- Assistance during construction

The force main replacement was constructed using the trenchless directional drilling technique using HDPE which provided the most cost-effective alternative and preserved the existing landscape and hardscape.

**Toys R Us Lift Station Evaluation**

Schaumburg, Illinois



Engineering services to conduct an evaluation of the gravity sewer options to determine the feasibility of removing the Toys-R-Us lift station and connecting to either a MWRDGC or a Village interceptor. Invert elevations were obtained by surveying the manhole rims with survey grade GPS and then measuring down to the pipe invert. Three alignment alternatives were compared for installation quantities and estimated cost. The results of the data collection and analysis showed that connecting to the 18-inch Village interceptor would be the most cost effective solution. Connecting to the MWRDGC interceptor would require significantly more sewer and manhole replacement to attain minimum slope east of National Parkway.

## TIMOTHY GRIMM, P.E.

### PROJECT MANAGER



Years of Experience: 12

Education:

B.S. — Civil Engineering

Registrations:

P.E. — Illinois #062-059930, Wisconsin

### RELEVANT EXPERIENCE

**Southwest Wet-weather Control Facility, Elmhurst, Illinois**—Senior Project Engineer. Study and design services for a wet-weather relief system for the Saylor Jackson pump station. The preliminary design report included an evaluation and design for gravity sewer improvements; dry- and wet-weather capacity for the dry-weather force main; a wet-weather force main; and sizing and modifications to the pump station and a wet-weather storage facility at the WWTP.

**Capital Improvement Program, Spring 2013, Wilmette, Illinois**—Senior Project Engineer. Engineering services to design CIP projects including reconstruction of back pitched sewers, localized storage at two locations, and evaluation of an interceptor to identify solutions to prevent the MWRDGC interceptors from backing up into the Village system.

**SSes Program, Middle Priority Basins, West Chicago, Illinois**—Project Manager. Multi-year sewer study program to reduce I/I and improve system capacity including condition inspections and assessment and wet weather investigations during storm events. Collected data was analyzed to develop recommendations for rehabilitation.

**Sanitary Sewer and Hydraulic Capacity Studies, DuPage County Public Works, Illinois**—Project Manager. Completed Sanitary Sewer and Hydraulic Capacity Studies for DuPage County Public Works for Darien, Itasca, and Woodridge sub-basins and the City of Batavia.

## CATHERINE L. MORLEY, P.E.

### SENIOR PROJECT ENGINEER



Years of Experience: 30

Education:

B.S. — Civil Engineering

Postgraduate Diploma — Environmental Engineering

Registrations:

P.E. — Illinois #062-044743

Certifications/Training:

NASSCO PACP/MACP Certification, 04-10261

OSHA 10-Hour Safety Certification, 30-003162137

### RELEVANT EXPERIENCE

**Atrium Force Main, Elmhurst, Illinois**—Project Manager. Design and bidding services for the replacement of an 8-inch force main located in the Eldridge Park area using directional drilling. Tasks included site survey, utility locates, alignment study, IEPA permitting, preparation of plans and specifications, and GIS updates.

**Richnee Force Main, Rolling Meadows, Illinois**—Project Manager. Design services for the emergency replacement of 560 LF of deteriorating 4-inch iron ductile force main using directional drilling. Services included survey and alignment, preparation of plans and profile sheets, submittal of the MWRDGC and IEPA permits, and construction management.

**Southwest Wet-weather Control Facility, Elmhurst, Illinois**—Project Manager. Study and design services for a wet-weather relief system for the Saylor Jackson pump station. The preliminary design report included an evaluation and design for gravity sewer improvements; dry- and wet-weather capacity for the dry-weather force main; a wet-weather force main; and sizing and modifications to the pump station and a wet-weather storage facility at the WWTP.

**Yorkshire Lift Station Evaluation, Flagg Creek Water Reclamation District, Burr Ridge, Illinois**—Senior Project Engineer. Feasibility and cost study for relocation/reconstruction of the Yorkshire Lift Station. The impact of Salt Creek and current sewer routing was incorporated in the evaluation. The study addressed the age of the existing facility; and assessed the cost of facility rehabilitation vs. relocation.

## VINCENT J. BERGL, P.E.

### PROJECT ENGINEER



**Years of Experience:** 8

**Education:**

B.S. — Civil Engineering

**Registrations:**

P.E. — Illinois #062-064638, Wisconsin

**Software Expertise:**

XP SWMM, SewerGEMS, MicroStation

**Certifications/Training:**

OSHA 10-Hour Safety Certification

Confined Space Entry

Defensive Driving for Non-Commercial Vehicles

### RELEVANT EXPERIENCE

**Richnee Force Main, Rolling Meadows, Illinois**—Project Engineer. Design services for the emergency replacement of 560 LF of deteriorating 4-inch iron ductile force main using directional drilling. Services included survey and alignment, preparation of plans and profile sheets, submittal of the MWRDGC and IEPA permits, and construction management.

**Atrium Force Main, Elmhurst, Illinois**—Project Engineer. Design and bidding services for the replacement of an 8-inch force main located in the Eldridge Park area using directional drilling. Tasks included site survey, utility locates, alignment study, IEPA permitting, preparation of plans and specifications, and GIS updates.

**Yorkshire Lift Station Evaluation, Flagg Creek Water Reclamation District, Burr Ridge, Illinois**—Project Engineer. Feasibility and cost study for relocation/reconstruction of the Yorkshire Lift Station. The impact of Salt Creek and current sewer routing was incorporated in the evaluation. The study addressed the age of the existing facility; and assessed the cost of facility rehabilitation vs. relocation.

**North Elmhurst Pump Station ESO Capacity Analysis, Elmhurst, Illinois**—Project Engineer. Study and evaluation of the North Elmhurst Pump Station and the receiving gravity sewer. The study included field observation of the study area under multiple pump scenarios and XPSWMM models of the receiving trunk sewer for various storm events and debris levels. Duties included field reconnaissance, XPSWMM modeling, and preparation of a letter report and exhibits.

**Highland/Frederick Lift Station Assessment, Hoffman Estates, Illinois**—Project Engineer. Assessment study to develop options to eliminate three aging lift stations by constructing new sanitary sewers that cross the municipal boundaries. Responsibilities included evaluation of system capacity, O&M costs, neighboring community usage and costs, and connections to the MWRDGC.

## ZACHARY J. MATYJA, P.E.

### CLIENT MANAGER



**Years of Experience:** 11

**Education:**

B.S. — Civil Engineering Environmental

M.S. — Management - Project Leadership and Management

**Registrations:**

P.E. — Illinois #062-060247, Colorado

**Certifications/Training:**

OSHA 10-Hour Safety Certification

### RELEVANT EXPERIENCE

**Plum Tree Lift Station Evaluation, Hanover Park, Illinois**—Client Manager. Evaluation of the Plum Tree Lift Station to develop options to improve hydraulics downstream of the lift station and reduce the risk for overflows. Services included a performance review of lift station operations during historical rain events, sewer video review, manhole inspections, and smoke testing in the area tributary to the lift station. Plans and specifications were prepared for follow-up manhole inspections.

**Toys-R-Us Lift Station Evaluation, Schaumburg, Illinois**—Project Manager. Comprehensive evaluation of the gravity sewer options to determine the feasibility of removing the Toys-R-Us lift station and connecting to either a MWRDGC or a Village interceptor. Three alignment alternatives were compared for installation quantities and estimated cost.

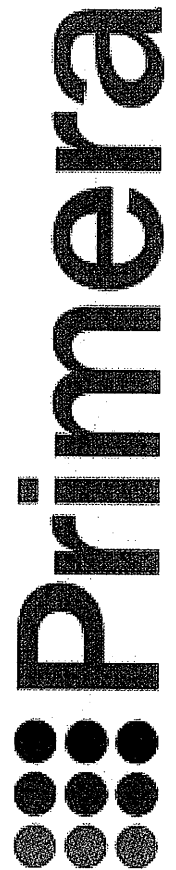
**Addison Road Water Main Design, Wood Dale, Illinois**—QA/QC Leader. Design services for replacement of approximately 3,000 LF of 12-inch water main using directional drilling and open-cut. Due to the location in the Salt Creek Forest Preserve permitting was required for the IEPA, DuPage Forest Preserve, and DUDOT.



# **REQUEST FOR PROPOSALS**

## **2014 North Madison Drainage Project**

**December 18, 2013**



**Prepared for:**

**Mr. Daniel Deeter, PE**  
**Village Engineer**  
**Village of Hinsdale**  
**19 East Chicago Avenue**  
**Hinsdale, Illinois 60521**

**Prepared by:**

**Primera Engineers, Ltd.**  
**650 Warrenville Road**  
**Suite 350**  
**Lisle, Illinois 60532**





December 18, 2013

Mr. Daniel Deeter, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521

Re: **2014 North Madison Drainage Project**

Dear Mr. Deeter,

Primera Engineers (Primera) is pleased to present our experience and qualifications to provide professional services to the Village of Hinsdale in regard to your Request for Proposals for engineering services for the 2014 North Madison Drainage Project.

Primera has assembled a highly qualified engineering team with the experience and resources to successfully complete this design portion of the project. Our project team has significant experience in working with municipalities on a variety of projects that include storm water management and drainage design. Primera has an excellent understanding of what is necessary to complete a project of this nature.

Mr. Nicholas Smith, PE, CFM, CPESC is our proposed Project Manager who has significant stormwater management and drainage improvement experience. He is also familiar with the project area and has worked on numerous projects in DuPage County.

On our projects, we make sure that every day counts by providing the required resources and effort to complete projects on schedule; by developing projects that do more with less which saves money for our clients; and by utilizing innovative design techniques that reduce costs, minimize delays and create sustainable solutions.

Thank you for this opportunity to provide the required professional engineering services for the Village of Hinsdale. If you have questions, or need additional information, please contact me at 312-242-6438 or at [tlachus@primeraeng.com](mailto:tlachus@primeraeng.com).

Respectfully,

Ted W. Lachus, P.E.  
Senior Vice President

# Executive Summary

## Introduction

Primera Engineers, Ltd. (Primera) is pleased to present to the Village of Hinsdale our understanding of the requirements for engineering services for the 2014 North Madison Drainage Project.

Primera's Project Team includes highly qualified and experienced personnel from Primera Engineers and Landmark Engineering, who have the capabilities to successfully complete the necessary engineering and surveying services for the Village of Hinsdale.

The members of the Primera Project Team will have the following responsibilities:

- **Primera Engineers – Project Management, Storm Sewer Analysis, Pump Station Details, Construction Documents, Construction Management**
- **Landmark Engineering – Survey**

The Village of Hinsdale can be confident that we will successfully evaluate the existing drainage system, provide cost-effective recommendations, and provide a proactive approach that will successfully complete the project on-time and under budget.

## Project Understanding

The Village of Hinsdale is requesting professional engineering services for the preparation of preliminary and final contract documents and specifications, coordination and management of the permitting process, management of the bid opening process, coordination of the pre-construction meeting, construction inspection, and QA material coordination for the anticipated improvements to alleviate the flooding near Warren Court and Madison Street in Hinsdale, Illinois.

As defined in the Request for Proposal (RFP), there is a depressional area along Madison Street that is drained by a back-pitched 15 inch storm sewer. The local soils have high peat content and resulted in either sewer settlement or poor installation practices during the 1975 installation. Due to either case, an engineered solution is required which likely requires a pumping station and backup generator. Primera will evaluate pumping and gravity options then present the two most effective solutions for Village approval. Sensitive design considerations include the maintenance of the existing trees, location of the pump station and backup generator, not increasing the downstream flooding near to Ogden Avenue and always keeping in mind the potential effects to the neighboring residents.



## Executive Summary

During our research, the Primera Team located the drainage utility easement documents in association with the property lot 504 Warren Court, including the stormwater (detention) easement located east of said property. Utilizing the existing detention basin to attenuate the runoff during intense rainfall conditions will be a key element to any of the potential stormwater solution. In the anticipated solution of a proposed pumping station, utilizing this existing detention basin will result in a more cost effective pumping solution, rather than utilizing variable speed or larger pumps which would result in higher construction costs.

### Scope of Work

Primera has reviewed the project details included with the RFP for engineering services dated November 20, 2013 and visited the site on November 22, 2013. We agree to provide the defined services noted in the RFP. Refinements and additions to the scope of work noted in that document are as follows:

#### Design

1. Coordination and Communication
  - a. Monthly progress reports will be provided to Village staff.
  - b. Two (2) meetings are anticipated which includes a kick-off meeting with the Village and another for the presentation of the two proposed solutions.
2. Data Collection
  - a. Request all available and applicable utility information from the Village.
  - b. Perform the necessary field investigation and topographic survey for the drainage and utility design.
3. Design
  - a. Prepare existing conditions analysis of the local hydrology and storm sewer hydraulics.
  - b. Analyze potential stormwater alternates and prepare final plans and cost estimates to be presented to the Village.
4. Permitting
  - a. Coordinate with and obtain relevant permits from the Village.
5. Submittals
  - a. The two proposed alternate designs will be presented to Village staff.
  - b. The contract document submittals will include a pre-final and a final plan submittal for reviews by the Village.
  - c. The submittals will include engineer's cost estimate for the proposed improvements.
6. Bidding
  - a. Manage letting and bidding process.
    - i. Answer bidders' questions and prepare addenda material as required.
    - ii. Assist the Village to review and comment on Contractor's bids.
    - iii. Assist the Village to recommend a written bid award to the Contractor.





# Executive Summary

## Construction Engineering

### 1. Coordination and Communication

- a. Attend or facilitate coordination meetings, to include:
  - i. Pre-Bid
  - ii. Pre-Construction
  - iii. Weekly Construction
- b. Notify the Village of changes to scope or plan quantities in a timely manner prior to execution of the activity.

### 2. Construction Engineering

- a. Inspect work and materials in accordance with applicable standards.
- b. Maintain detailed record of quantities, work performed, and materials used.
- c. Evaluate accurate assessment of soils for contaminants.
- d. Review payments, RFIs, and change order requests.
- e. Assure the quality of delivered materials.

### 3. Deliverables

- a. Provide record drawings with as-built information.
- b. Provide project documentation and inspection files (job box).

## Project Approach / Methodology

### *Project Initiation*

After selection, key project staff will visit the project site in order to develop a list of project items and questions that will be presented at a kick-off meeting with the Village of Hinsdale.

### *Pre-Design Effort*

At the beginning of the project, key project staff will coordinate with the Village of Hinsdale to discuss the project intent, project goals, and any questions that were developed from site visits to the project site by the project team. The discussion will include verifying the project limits, reviewing the project scope, budget, schedule, design criteria, and any local issues. At this meeting we will discuss with the Village staff the history of flooding, and any available record plans or data. Copies of any existing information will be requested by Primera (i.e. existing plans, studies, etc.).

Lines of communication will be established at the kick-off meeting. We believe it is essential to agree on communication protocols among Village of Hinsdale, Primera's Project Team and the other stakeholders.

### *Design Effort – Key Items*

The key to the successful completion of the design effort includes the following:

- Effective communication with the Village staff and within the project team.
- Meetings, communication and coordination with the Village staff will play a key part of the design of the improvements.

## Executive Summary

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- Effective coordination with all the design team members to ensure that all the design elements will complement each other. This will help avoid conflicts of the various design elements during construction.
- Meeting all project schedule milestones.
- Developing project documents that are thorough and that clearly present the design intent and requirements.
- Developing a cost-effective and safe design that meets or exceeds the design criteria for a project of this type.
- Developing a design that minimizes impacts to the local residents.
- Developing a design that is well received by the local residents.
- Ensuring that all the required pay items and quantities that will be required to construct the project are in the contract documents.
- Preparing a design that will minimize disruption to the local stakeholders and the travelling public during construction.

### *Construction Effort*

An integral part of this project will be the communication between the Primera Team, the Village and the residents and travelers who will be affected by the construction. Effective and clear communication on the project will be essential to ensure that all the stakeholders are informed on the status and changes to the project that will occur until the project is completed.

Good communication includes keeping the residents informed of the construction schedule, especially concerning water service disruptions. On past projects, being proactive in communicating with the stakeholders developed a professional relationship that provided project area homeowners peace of mind during construction.

On our completed Phase III Techny Road & Pfingsten Road Improvements project with the Village of Northbrook, Primera was actively involved in communicating with the residents and the Village. A project blog that was linked to the Village's website was utilized to post construction updates, explain the work being performed, and progress of the project.

### **Project Team**

The proposed project team is available for assignment to this project and will be committed to this project through completion, thus ensuring continuity and efficiency through the successful completion of the job. The following key staff members will be assigned to this project.

### *Key Personnel*

**Mr. Nicholas Smith, PE, CFM, CPESC of Primera** will serve as Project Manager. Mr. Smith has over 12 years of experience in water resources including a variety of stormwater management projects located in DuPage County. His experience also includes localized drainage studies, FEMA Map Amendments, watershed studies, stormwater master plans, creek re-locations, base flood elevation determinations, culvert and bridge installations, stormwater pollution prevention plans and transportation drainage projects. He is familiar with the area

## Executive Summary

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where the flooding has occurred and has worked on a variety of stormwater projects in the watershed.

**Mr. Russ Pozen, PE of Primera**, with over 10 years of experience, will be Project Engineer. Recently, Mr. Pozen served as the Project Engineer for the County Line Road Watermain Replacement for the Village of Bensenville and the Pipe Lining Project for the City of East Chicago. This project experience in addition to his other stormwater management and drainage experience will be very beneficial for this project. Mr. Pozen has also worked on a number of projects located in DuPage County and is familiar with any permitting process that will be encountered.

**Ms. Mary Jo Mullen, PE, PMP of Primera** will serve as QA/QC on the project. Ms. Mullen brings over 15 years of experience including 10 years working for FEMA, managing a variety of components of a \$250 Million annually funded program, as well as short-term disaster response efforts. She served as the Water Resources Lead for analysis and design of stormwater improvements in various residential areas of DuPage County. Work included hydrologic and hydraulic analyses, permitting, and plan preparation.

**Mr. Abdul Mohammed, PE of Primera** will serve as Resident Engineer. Mr. Mohammed is a Construction Engineer with over 9 years of experience in civil engineering, utility design, project planning, construction management, and project estimating. He is knowledgeable in construction site operations, systems analysis, construction cost accounting, construction planning and scheduling, and construction equipment management.

**Landmark Engineering** will provide Survey services. Landmark, based in Palos Hills, Illinois, is a Land Surveying and Engineering firm committed to the long-term prosperity and continued success of their clients. They have established an outstanding reputation in both the public and private sector for accurate surveying and sound engineering design.

# Executive Summary

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## Why Select Primera

Primera has assembled a highly qualified project team that will be working together with the Village of Hinsdale with the utmost professionalism. On this project our project team will provide the Village with:

- Mr. Nicholas Smith, PE, CFM, CPESC as Project Manager who has significant stormwater management and drainage improvement experience and is familiar with the project area.
- Key project staff who will be committed through the successful completion of the project.
- A project team that has the resources and capacity to fulfill the project requirements.
- A project team that has the resources and capacity to complete on schedule and under budget.
- A project team that will provide the Village cost-effective solution for this project.
- A company and a project team that will always regard the Village as a key and important client.

If selected for this project, the Primera Project Team will welcome the opportunity to work with the Village of Hinsdale in completing this project on time and within budget.

## Fee Proposal

### Total Primera Team Fees – 2014 North Madison Drainage Project

(Fees based on the scope of work in the proposal.)

Engineering Services	Hours	Total
Topographic Survey	32	\$2,500
Stormwater Analysis	49	\$4,000
Design, Construction, Bid	147	\$12,100
Quantities and Cost Estimate	22	\$1,900
Meetings	14	\$1,700
<i>Total Design</i>	<i>280</i>	<i>\$22,200</i>
Coordination and Communication	16	\$1,300
Utility Coordination	16	\$1,300
Construction Engineering Serviced	120	\$13,900
Plan Revision Reflecting As-Built Condition	8	\$700
<i>Total Construction</i>	<i>160</i>	<i>\$17,200</i>
<b>Total</b>	<b>440</b>	<b>\$39,400</b>



**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

December 10, 2013

Mr. Daniel M. Deeter, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489

Re: Engineering Proposal  
Village of Hinsdale - North Madison Drainage Project

Dear Dan:

We appreciate the opportunity to submit this proposal to perform engineering services related to a drainage study of the tributary area of the North Madison Drainage Project, Final Engineering Plans Specifications, Estimate and Construction Engineering. Our understanding of the objectives of the study, the scope of the services to be provided, and our not-to-exceed cost to perform the study, engineering and construction observation are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

**UNDERSTANDING OF THE DRAINAGE STUDY**

The Village of Hinsdale wishes to have a drainage study prepared for the drainage area that is tributary to the North Madison Drainage Project (Study Area) as shown on the attached exhibit. The North Madison Drainage Project is an historical local problem drainage area and a significant inconvenience to residents of the Village. Water ponds within the roadway making them impassible and on the adjacent private properties during moderate rain events.

The drainage study will:

- Define the existing drainage systems within the Study Area.
- Develop hydrologic and hydraulic computer simulations of the drainage characteristics and operation of the existing drainage systems throughout the Study Area. These computer simulations will be calibrated by comparing the flooding that result from known rainfall events.
- Identify drainage deficiencies within the Study Area and alternate drainage solutions to identify the most cost effective solution.
- Evaluate and recommend measures to reduce or eliminate the drainage inadequacies.
- Provide cost estimates for alternate drainage improvements to address identified deficiencies.
- Provide a final report that summarizes the findings and recommendations of the study.
- Include Coordination with the Village staff and elected officials and with residents of the Village.

The Final Engineering will:

- Coordinate the design proposed drainage solution with Village Staff, Illinois Department of Transportation, DuPage County, Public Utility Companies.
- Perform a detailed survey in accordance with Village of Hinsdale Policies and Procedures outlined in the RFQ/P.
- Apply study findings and recommendations
- Prepare Final Engineering Plans, Specifications and Estimate in accordance with Village of Hinsdale and IDOT Policies and Procedures in preparation for public bidding.
- Prepare all permitting documents to construct the proposed improvement.
- Identify needed permanent or temporary easements to be negotiated by the Village.

### **SCOPE OF SERVICES - STUDY**

We propose to complete the following tasks in order to meet the objectives of the Country Club Estates Drainage Study:

#### **DOCUMENT REVIEW**

Documents supplied by the Village will be reviewed. These documents shall include:

- Historical Engineering Plans, Drainage Calculations and Drainage Studies for the Study Area.
- Village Utility Atlases
- DuPage County Contour Mapping
- Photos and reports of the flooding that resulting from storm events
- Village Flood Insurance Study
- Other Pertinent Information

#### **SOIL BORINGS**

Soil borings will be performed on an as needed basis to supplement the existing soil borings attached to the RFQ/P. Additional soil borings will become an important element to the final design to reduce the Village's exposure to costs related to poor soils and high water tables requiring dewatering which are prevalent in the study area. We have included Six (6) borings will be extended to a depth 20 feet along the proposed drainage route. This work will be subcontracted to Testing Service Corporation (TSC).

#### **EXISTING DRAINAGE SYSTEM**

Sub-drainage areas within the Study Area will be established using the Contour Mapping and Storm Sewer Atlas. Drainage characteristics such as runoff coefficients and times of concentration will be

determined for each sub-drainage area. Primary storm sewers, overland conveyance paths, and storm water storage facilities will be defined.

The elements of the existing drainage system will be field verified and coordinated with the Village staff.

### **HYDROLOGIC and HYDRAULIC MODELS**

Hydrologic and hydraulic computer models will be developed to determine runoff rates and to analyze the operation of the existing drainage systems and storm water storage facilities throughout the study area. Runoff rates for the critical duration 10-year, 50-year and 100-year storm events will be calculated using rainfall data from the Illinois State Water Survey Bulletin 70. The existing drainage characteristic of the study area such as drainage areas, runoff curve numbers, and times of concentration will be used to determine runoff rates.

The limits of the flooding that resulted from known historical storms will be used to calibrate the models. The limits will be estimated from photos of the flooding, field survey and other data as applicable.

### **DRAINAGE DEFICIENCIES**

The results of the calibrated hydrologic and hydraulic models will be used to identify locations within Study Area where inundation of buildings, public roadways, and private properties results from the critical duration storm events.

### **ALTERNATE IMPROVEMENTS**

Alternate improvements to reduce or eliminate the identified drainage inadequacies will be evaluated. These improvements will include, but may not be limited to, added storm water detention, lift station and force main, storm sewer installation, and improved overland overflow conveyance. Cost estimates for each type of improvement will be prepared. Computer models of the impacts of each improvement will be developed.

### **REPORT**

A report will be prepared that summarizes the findings of the study. The report will include:

- A description of the existing conditions within the study area
- The results of the hydrologic and hydraulic modeling
- Identified drainage deficiencies
- A discussion of alternate improvements, including estimated construction costs and computer model results and impacts

The draft report will include exhibits and drawings as required to illustrate the findings and recommendations of the study.

### **COORDINATION**

During all phases of the study there will be an on-going, regular, coordination with the Village staff to ensure that all objectives of the Village are being met. In addition, coordination with the Village elected officials and residents from the Study Area will be provided on an as needed basis. The fee for the coordination with the elected officials and residents is not included in the not-to-exceed cost of this proposal, but rather will be invoiced as an additional service in accordance with the hourly rates provided in the "Compensation" section of this proposal.



## **SCOPE OF SERVICES – FINAL ENGINEERING**

The following design services are proposed for the North Madison Drainage Project.

### **I. PRELIMINARY ENGINEERING PHASE**

- A. Kick Off Meeting:  
We will attend a coordination meeting with the Village Staff at the onset of our work for the purpose of confirming the scope of the project and the anticipated schedule; review study results that were completed in the Study Phase; and to discuss any specific needs of the Village.
- B. Utility Information:  
The utility information that was obtained from utility companies (gas, electric, telephone, cable, etc.) previously will be used.
- C. Field Survey:  
We will perform a detailed topographic survey and field check of the areas of the proposed construction to verify the existing conditions to be shown on the engineering plans. In particular, the existing detention system of the Wedgewood Subdivision Improvements and its associated overland overflow route and the Ogden Avenue IDOT Right of Way detail.
- D. Geotechnical and Environmental Investigations:  
Soil borings will be performed to explore soil and water table conditions within the area of the proposed improvement. Borings that were previously performed in 2013 will be used to assist in minimizing potential unknown subsurface conditions. A Report of Soils Exploration will be prepared that identifies the geotechnical investigation findings and provides recommendation for proposed design/construction. The geotechnical investigation work will be subcontracted to Testing Service Corporation.  
  
We will rely on previous environmental investigation by Huff and Huff Inc. And perform additional research as necessary to minimize Village exposure to unforeseen costly disposal of contaminated soil.
- E. Base Plan Sheets:  
The plan base sheets will be prepared and incorporate utility atlas information.
- F. Design Parameters and Standards :  
The following established design parameters and recommended standards will be confirmed or established:
- Horizontal and vertical alignments that were established in 2004 will be confirmed.
  - It is not anticipated that any significant amount of additional impervious area will be created and therefore, storm water detention is not anticipated to be required for this project.
  - Any required Best Management Practices (BMPs), per the Stormwater Ordinance will be developed. The method of providing the required PCBMP's, including fee-in-lieu, will be established.
  - The construction staging to maintain traffic and access to residences will be developed.
  - The design standards (i.e. Village, Illinois Standards for Water and Sewer, IDOT and DuPage County) will be confirmed.

- A preliminary design that shows the planned horizontal alignment at critical locations will be developed for the proposed sewer or force main improvements.

## **II. DESIGN ENGINEERING**

### **A. Sanitary Sewer Video:**

We will review video taped inspections of the existing storm sewers within the limits of the proposed construction to determine locations and extent of needed repairs or abandonment.

### **B. Final Design:**

We will finalize the elements of the proposed improvement based on the recommendations of the Study and Village Direction. The storm sewer, force main, lift station location and horizontal alignment, vertical alignment, and design elements will be finalized.

### **C. Final Plans:**

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes/Schedule of Quantities
- Summary of Quantities
- Alignment and Benchmarks
- Typical Sections
- Traffic Control Plan
- Plan and Profile Sheets
- Drainage and Utility Plans
- Cross Sections
- Force Main Details
- Construction Details
- IDOT District One Details
- Standard Details

### **D. Specifications:**

We will prepare contract documents in the Village format. If the Village is granted funds unknown at this time, the contract documents will additionally follow the required format. The documents will consist of references to applicable standard specifications, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

### **E. Estimates of Cost:**

We will prepare cost estimates at 65% (preliminary), 95% (pre-final) and final plan completion.

### **F. Permitting:**

We will prepare an IDOT District 1 Permit application and supporting documentation and submit to IDOT for processing.

Storm Sewer and Force Main construction permit application documents will be prepared and submitted with copies of the plans and specifications to the Illinois Environmental Protection Agency and the Illinois Department of Transportation for review and approval.

### **G. Submittals:**

We will submit plans, contract documents, and cost estimates at the 65% (preliminary), 95% (pre-final), and final completion stages. We will meet with the Village staff as needed to discuss review comments.

We will submit plans to the utility companies at the 95% (pre-final) completion stage, and will coordinate any conflicts.

### **CONSTRUCTION ENGINEERING SERVICES**

1. We will attend the pre-construction meeting with the Village and Contractor to review the project requirements, scheduling, sub-contractors, and other matters associated with the construction of the project. Electronic copies of the construction documents will be provided to the Village and contractor for use during construction of the improvement.
2. We will establish the limits of construction and will check the Contractor's layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines.

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
  - Expediting the work for the Contractor.
  - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
  5. Quality assurance testing and management will be provided for the concrete and hot mix asphalt construction as required. This work will be subcontracted and assumes only patching pavement and curb as required. If the Village determines that resurfacing is required additional material testing costs will be negotiated with Testing Service Corporation to be paid by the Village.
  6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.

#### **H. Bidding:**

**We will assist the Village as needed in receiving bids for the construction. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc.**

### **KEY PERSONNEL**

The key personnel to be assigned to the drainage study will be as follows:

**PRINCIPAL:** James E. Darnell, P.E., CFM  
President

**PROJECT MANAGER:** Jeffery C. Ziegler  
Vice President

**PROJECT ENGINEER:** Joshua D. Strait, P.E.  
Project Engineer

The primary contacts for the study will be Jeffery Ziegler and Joshua Strait.

### **COMPENSATION**

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The amount of the invoice will be determined as follows:

A. Direct Payroll:	Hours X Employee Hourly Rate
B. Expansion for Overhead & Payroll Burden	Direct Payroll X IDOT Rate (Current IDOT Rate is 144.61%)
C. Expansion for Professional Fee:	Item (A + B) X 15%
D. Direct Cost:	At Actual Cost
E. Total Invoice Amount:	Sum of Items A, B, C & D

The not-to-exceed cost for the Drainage Study, including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$49,602.

The not-to-exceed cost for Final Engineering, including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$63,842

The not-to-exceed cost for Construction Engineering, including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$53,136.

The above amounts shall not be exceeded unless there is a change in the scope, complexity or character of the services to be provided. Under these circumstances adjustments in the total compensation shall be determined through negotiation between us and the Village. The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

**2014 HOURLY RATES FOR ADDITIONAL SERVICES**

(including payroll rate, extension for overhead and payroll burden and professional fee)

Principal	\$166
Project Manager	\$124
Project Engineer	\$98
Technician	\$69

**COMPLIANCE WITH RULES AND REGULATIONS**

We comply with the Illinois Fair Employment Practices Commission's Rules and Regulations, the Americans With Disabilities Act of 1990, Public Act 87-1257 regarding sexual harassment, all current OSHA rules and regulations, and the Federal Drug Free Work Place Act. We shall also comply with all laws of the United States, State of Illinois, and all ordinances and regulations of the Village of Hinsdale.

Respectfully Submitted,

JAMES J. BENES AND ASSOCIATES, INC.

  
by: Jeffrey C. Ziegler  
Vice President

**ACCEPTANCE**

If this proposal is acceptable to the Village of Hinsdale, please indicate your acceptance below and return one copy for our files.

Accepted for: \_\_\_\_\_

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

# ESTIMATE OF MANHOURS

## VILLAGE OF HINSDALE NORTH MADISON DRAINAGE STUDY

December 10, 2013

STUDY		PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	TOTAL PAY COST	DIRECT COST	TOTAL COST
CATEGORY OF SERVICE										
DOCUMENT REVIEW		1	4	4	0	0	9	\$1,055	\$0	\$1,055
SOIL BORINGS		0	2	2	0	0	4	\$444	\$7,600	\$8,044
EXISTING DRAINAGE SYSTEM										
1. Sub-Drainage Areas		1	2	8	0	0	11	\$1,201	\$0	\$1,201
2. CN's and Tc's		0	2	4	0	0	6	\$641	\$0	\$641
3. Primary Storm Sewers		2	4	2	8	0	16	\$1,580	\$0	\$1,580
4. Storage Facilities		1	4	8	8	8	29	\$2,560	\$0	\$2,560
5. Field Verification		0	4	8	16	0	28	\$2,394	\$0	\$2,394
6. Staff Coordination		8	8	8	0	0	24	\$3,106	\$0	\$3,106
HYDROLOGIC & HYDRAULIC MODELS										
1. Hydrologic Modeling (EPA SWMM)		2	0	16	0	0	18	\$1,907	\$0	\$1,907
2. Hydraulic Modeling (EPA SWMM)		0	4	32	0	0	36	\$3,646	\$0	\$3,646
3. Local Flood Limits		1	2	0	16	0	19	\$1,525	\$0	\$1,525
4. Calibration		2	2	16	0	0	20	\$2,155	\$0	\$2,155
5. Staff Coordination		2	4	4	0	0	10	\$1,221	\$0	\$1,221
IDENTIFY DRAINAGE DEFICIENCIES										
		2	8	8	0	0	18	\$2,110	\$0	\$2,110
ALTERNATE IMPROVEMENTS										
		8	20	60	0	16	104	\$10,822	\$0	\$10,822
REPORT										
		2	8	32	0	16	58	\$5,584	\$50	\$5,634
TOTALS		32	78	212	48	40	410	\$41,952	\$7,650	\$49,602

DESIGN		PRINC.	Sr. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	TOTAL PAY COST	DIRECT COST	TOTAL COST
CATEGORY OF SERVICE										
FIELD SURVEY & BASE PLANS		1	0	4	0	40	45	\$3,339	\$8,000	\$11,339
WETLAND / SPECIAL MGT. AREAS										
1. Site and D/S Wetland Review		2	20	2	0	0	24	\$3,004		\$3,004
2. Verify Dry Weather Flows		0	2	0	4	0	6	\$525		\$525
3. Impact Analysis / Solutions		2	16	0	0	0	18	\$2,312		\$2,312
4. DuPage County Correspondence		0	8	2	4	0	14	\$1,465		\$1,465
DESIGN DRAINAGE SYSTEM										
1. DuPlex Lift Station		4	2	16	0	8	30	\$3,043	\$0	\$3,043
2. Force Main		0	2	16	0	16	34	\$2,935	\$0	\$2,935
3. Storm Sewers		2	4	24	8	16	54	\$4,858	\$0	\$4,858
4. Storage Facilities		1	4	8	8	4	25	\$2,282	\$0	\$2,282
5. Field Verification		0	4	8	16	0	28	\$2,394	\$0	\$2,394
6. Details		1	4	8	0	8	21	\$2,005	\$0	\$2,005
6. Staff Coordination		8	8	8	0	0	24	\$3,106	\$0	\$3,106
COORDINATION / PERMITTING										
1. Utilities		2	0	16	0	4	22	\$2,185	\$0	\$2,185
2. IDOT		2	16	16	0	4	38	\$4,166	\$0	\$4,166
3. DuPage County		0	16	0	0	4	20	\$2,258	\$0	\$2,258
4. Impacted Properties		2	16	16	0	4	38	\$4,166	\$0	\$4,166
5. Staff Coordination		8	8	8	0	8	32	\$3,661	\$0	\$3,661
SPECIFICATIONS										
		2	12	8	0	2	24	\$2,744	\$0	\$2,744
QC / QA		2	8	8	0	16	34	\$3,221	\$0	\$3,221
PRINTING, BIDDING & TABULATION										
			2	16	0	0	18	\$1,823	\$350	\$2,173
TOTALS		39	152	184	40	134	549	\$55,492	\$8,350	\$63,842

CONSTRUCTION		PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	TOTAL PAY COST	DIRECT COST	TOTAL COST
CATEGORY OF SERVICE										
CONSTRUCTION OBSERVATION										
1. Pre Construction		2	0	4	0	0	6	\$726	\$3,000	\$3,726
2. Observation (60 days)		6	0	10	540	0	556	\$39,500	\$0	\$39,500
3. Partial Estimates		0	0	8	0	0	8	\$788	\$0	\$788
4. Change Orders		2	0	8	0	0	10	\$1,120	\$0	\$1,120
5. Weekly Meetings		1	0	8	8	8	25	\$2,065	\$0	\$2,065
6. Punchlist		2	0	8	16	0	26	\$2,231	\$0	\$2,231
7. As-Built Plans		0	0	8	8	16	32	\$2,455	\$0	\$2,455
8. Final Quantities		2	0	16	0	0	18	\$1,907	\$0	\$1,907
TOTALS										
		15	0	70	572	24	681	\$50,792	\$3,000	\$53,792



**REQUEST FOR BOARD ACTION**

bc

<b>AGENDA</b> EPS Committee	<b>ORIGINATING</b>	
<b>SECTION NUMBER</b>	<b>DEPARTMENT</b>	Parks and Recreation
<b>ITEM</b> DCEO/ICE Lighting Program	<b>APPROVED</b>	George Franco, Director of Public Services

**DECO/ICE LIGHTING PROGRAM**

The Village has been participating in two grant programs that provide funding to upgrade existing light fixtures to energy efficient fixtures. The funding sources are the Illinois Clean Energy (ICE) Community Foundation grant and the Illinois Department of Commerce and Economic Opportunity (DCEO) program. The program offers local government opportunities to enhance the lighting quality, save money by using efficient fixtures and improves the environment by using LED fixtures. The Village has participated in the program for the past two years which has provided funding to upgrade the interior lighting at Memorial Hall, the Water Plant, Public Services, and the Police and Fire Stations to energy efficient LED lighting.

Projects submitted for the program this year included the replacement of light fixtures at the platform tennis courts including 48 fixtures at the Katherine Legge Memorial Park, 16 at the Burns Field courts and 14 exterior fixtures at the Public Services Building.

Twin Supplies, LTD prepared and submitted the grant proposals for the DCEO and ICE programs for the Village. Twin Supplies, LTD is an approved contractor for both the DCEO and ICE programs and has provided the Village with sample fixtures to show the enhancement that would occur with the energy efficient lighting. The cost of the lighting improvements submitted for 2013 totaled \$46,124. The Village received approval for reimbursement in the amount of \$45,787.05 resulting in an expense of \$336.95 to the Village. The Village qualified for a large reimbursement because Village crews were able to install the fixtures prior to October of 2013 which qualified for an additional 10% payment incentive. Twin Supplies provided the fixtures approved through the DCEO and ICE programs.

Payment from the State of Illinois for the DCEO program was received in December through an electronic transfer in the amount of \$31,077.05. The funding from the ICE program is expected in mid-January. The Village is in receipt of invoices to reimburse Twin Supplies, Inc in the amount of \$46,124 for grant administration and for providing the approved fixtures.

**LIGHTING PROJECTS**

Public Service Building Projects	\$ 6,266.00
KLM Platform Tennis Court Lights	\$29,028.00
Burns Field Platform Tennis Courts Lights	<u>\$10,830.00</u>
Total Project Cost	<b>\$46,124.00</b>

**GRANT FUNDING**

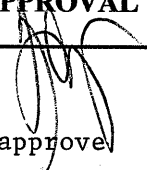
DCEO Grant Funds	\$31,077.05
ICE Program Funds	<u>\$14,710.00</u>
Total Grant Revenue	<b>\$45,787.05</b>

Reimbursement to Twin Supplies	\$46,124.00
Cost to the Village	\$ 336.95

Should the Committee concur with the recommendation, the following motion would be appropriate:

**MOTION:** To recommend to the Board of Trustees to approve reimbursement to Twin Supplies, LTD in the amount of \$46,124 for administration and lighting fixtures provided thorough the DCEO and ICE grant programs.

**STAFF APPROVALS**

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
				


**COMMITTEE ACTION:**

At the January 13, 2014 EPS meeting, the Committee unanimously moved to approve the above motion.

**BOARD ACTION:**

## REQUEST FOR BOARD ACTION

bd.

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> ACA	<b>DEPARTMENT</b> Administration
<b>ITEM</b> Acceptance of a Proposal from Sikich, LLP to provide Professional Auditing Services for Fiscal Years Ending April 30, 2014 and April 30, 2015.	Darrell Langlois <b>APPROVAL</b> Assistant Village Manager/ Finance Director 

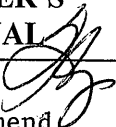
Sikich LLP has been the Village's Independent Auditor for the last twelve years. Their most recent contract was a two year extension agreed to in February, 2012 and expired at the end of the April 30, 2013 audit engagement. Thus, the Village needs to enter into a contract for audit services for the upcoming April 30, 2014 audit engagement.

For the last five years, there has been an ad hoc subcommittee of the ACA Committee and the Finance Commission to review the auditor and the audit process. This year's subcommittee included Trustee Elder (who was unable to attend at the last minute but has attended several times previously) as well as Finance Commission members Edward Tobia and Stan Balzekas. For this year's subcommittee, the Hinsdale Public Library also participated since there is a change in generally accepted accounting principles (GAAP) beginning with the April 30, 2014 audit engagement that will result in the Library no longer being considered a "component unit" of the Village and will now have to issue their own stand-alone financial statements and will be required to have their own audit report (this will result in a new stand-alone fee to the Library beginning in FY 2014).

At the end of November, the subcommittee met separately with me and the auditors in order discuss audit issues, the CAFR and Management letter, and audit work papers. During this meeting we also discussed implementation of GASB Statement #68, which is a significant accounting change coming for April 30, 2016 that will require the Village to recognize its full pension liabilities on the government-wide financial statements. Both Village staff and the subcommittee were very satisfied with the quality of work as well as the fee charged by Sikich, LLP. Thus, the subcommittee recommended retaining Sikich LLP at least through the completion of the April 30, 2016 audit engagement in order to complete the implementation of GASB Statement #68 with our current auditors. It should also be noted that although Sikich, LLP has been our auditor for twelve years, beginning with the April 2010 audit engagement we requested a change in the audit partner in order to have the benefit of auditor "rotation" without changing CPA firms.

Although the subcommittee recommended retaining Sikich, LLP through April 30, 2016, the auditors are not able to quote a fixed fee at this time as the audit requirements and procedures required to implement GASB Statement #68 are still being developed. Thus, at this time we are only recommending a two year engagement. Their fee proposal for 2014 is \$24,401 (an increase of \$711 or 3% over 2013) and \$25,690 for 2015 (an increase of \$732 or 3%). In addition, if a Single Audit is required (a requirement when Federal grant funds over \$500,000 are received) an additional fee of up to \$3,713 would apply for 2014 and \$3,825 for 2015. Although not included in the attached proposal to the Village, please note that Sikich LLP has submitted a separate proposal the Hinsdale Public Library in the amount of \$4,500 for FY 2014 and \$4,635 in order to issue their own financial statements and management letter due to the new accounting requirements noted previously.

**MOTION:** To Accept the Proposal from Sikich, LLP to provide Professional Auditing Services for Fiscal Years Ending April 30, 2014 and April 30, 2015.

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

At its January 13, 2014 meeting, the ACA Committee voted to unanimously recommend approval of the above motion.

**BOARD ACTION:**

**VILLAGE OF HINSDALE, ILLINOIS**

**PROPOSAL TO PROVIDE  
PROFESSIONAL AUDITING SERVICES**

**For the Fiscal Years Ending  
April 30, 2014 and April 30, 2015**



1415 W. Diehl Rd., Suite 400

Naperville, IL 60563

(630) 566-8400

[www.sikich.com](http://www.sikich.com)

December 20, 2013

Contact(s): Brian D. LeFevre, CPA, MBA and Timothy J. Gavin, CPA

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December 20, 2013

The Honorable President  
Members of the Board of Trustees  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521

Ladies and Gentlemen:

Sikich LLP is pleased to be considered for the appointment as independent auditors for the Village of Hinsdale. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in our proposal on the following pages and as we have proven to the Village. These include:

- > The quality of our professional staff, as noted by their advanced degrees and their active participation in numerous civic and professional organizations.
- > The expertise that we possess in the state and local government industry, as demonstrated by:
  - > Our clients' success in obtaining the coveted Certificate of Achievement for Excellence in Financial Reporting;
  - > Our staff's presentations at conferences, seminars and training courses for various state and local government organizations;
  - > Our leadership roles in the state CPA Society and the Illinois Government Finance Officers Association on implementing complex new pronouncements; and
  - > The fact that we audit five of the eight AAA rated municipalities in the State of Illinois, five of the twelve AAA rated park and recreation districts, and one of only three AAA rated community colleges.
- > The benefits our clients receive from the audit planning and significant preliminary work we perform so that audit issues may be identified early and resolved on a timely basis.
- > The depth of our audit procedures, as depicted in our specific audit approach and as noted by our prior audits.
- > The quality and timeliness of the information that we provide to the Village.
- > The experience we have providing professional services to more than 450 units of local government in Illinois annually; which assists us in identifying best practices in the industry that we share with our clients (more than twenty percent of our practice is devoted to serving local governmental entities).

Our firm's expertise will not only enable the Village to continue to apply for and receive the coveted Certificate of Achievement for Excellence in Financial Reporting but also to correctly and cost effectively implement new statements and interpretations issued by the Governmental Accounting Standards Board. We believe this proposal demonstrates our capabilities to serve not only as independent auditors, but also as valued advisors and consultants to the Village, the President, the Board of Trustees, and management.

Our audit team is tailored to each client's specific needs drawing staff from our state and local government team. We emphasize:

- > Consistency and quality of staffing in multi-year engagements, including assigning staff from our state and local government team who focus on providing services to the local government industry year round and assigning staff who are familiar with the software used by the Village;
- > A high degree of efficiency using the latest paperless audit technology available (including the use of IDEA data extraction and analysis software);
- > The identification of opportunities for improved financial or procedural performance; and
- > A focus on areas that present the greatest audit risk.

We are prepared to continue to commit the resources necessary to provide services of the highest quality to the Village of Hinsdale. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of work to be performed and the timing requirements and are committed to performing the specified services within the expected timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for sixty (60) days, and look forward to the possibility of serving the Village.

Sincerely,  
Sikich LLP



Brian D. LeFevre, CPA, MBA  
Partner, Government Services

Sincerely,  
Sikich LLP



Timothy J. Gavin, CPA  
Manager, Government Services



## TECHNICAL PROPOSAL

### FIRM QUALIFICATIONS AND TECHNICAL EXPERIENCE

#### Experience

The Firm of Sikich LLP traces its foundation to a predecessor firm founded in 1928. Today we are one of the fastest growing regional firms in the Midwest with five offices in Illinois located in Chicago, Decatur, Naperville, Rockford and Springfield and offices in Brookfield, WI; Indianapolis, Indiana; St. Louis, Missouri; Greenwood Village, Colorado; and Houston, TX. *Crain's Chicago Business 2012 Book of Lists* ranks Sikich as Chicago's 12<sup>th</sup> largest Accounting Firm and *Accounting Today Top 100 Firms 2013* ranks Sikich 40<sup>th</sup> nationally. In addition, we have been recognized as one of Chicago's 101 Best and Brightest Companies to Work For (Recognition: 2012 - 2006).

### Historical Timeline



Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA/SIPC.

Through these offices, we provide a wide spectrum of services including audit, tax, accounting, and management consulting. In addition, through various other service areas of Sikich, we provide information technology products and services, investment banking, human resources consulting, employee benefit plan services, marketing and public relations, retirement plan services, and wealth management.

Client service needs are met promptly and professionally by our unique team philosophy, which allows each client to work with a team of specialists that focus on providing these services to a specific industry. Government and non-profit organizations, manufacturing and distribution, construction, and professional service firms are some of the more significant industries served by these teams.





### **Qualifications and Technical Expertise**

Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations, and financing of general purpose state and local governments, park districts, intergovernmental organizations, and special districts. This focus and our exemplary reputation assure the Village of Hinsdale the highest quality work and the most cost effective delivery of services. Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other Illinois governments, including the second, fifth and eighth largest cities and the second and third largest park districts. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- > Government Finance Officers Association of the United States and Canada (GFOA)
- > Illinois Government Finance Officers Association (IGFOA)
- > Government Finance Officers Association of Missouri (GFOA-MO)
- > International City/County Manager's Association (ICMA)
- > Illinois Municipal Treasurers Association (IMTA)
- > Illinois Association of County Board Members and Commissioners (IACBMC)
- > Illinois County Treasurers' Association (ICTA)
- > Illinois Association of Park Districts (IAPD)
- > Illinois Parks and Recreation Association (IPRA)
- > Illinois Tax Increment Association (ITIA)
- > Illinois Association of Fire Protection Districts (IAFPD)
- > American Institute of Certified Public Accountants (AICPA)
- > Illinois CPA Society (ICPAS)
- > AICPA Government Audit Quality Center
- > GFOA Special Review Committee (SRC)
- > IGFOA Technical Accounting Review Committee
- > ICPAS Governmental Report Review Committees
- > National Association of College and University Business Officers (NACUBO)
- > Central Association of College and University Business Officers (CACUBO)

Moreover, members of the Sikich government services team have served as expert speakers to these organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. Finally, we have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.



The Illinois Government Finance Officers Association annually sponsors Basic, Intermediate and Advanced Governmental Accounting and Financial Reporting seminars that are developed and instructed by Sikich staff members. Moreover, our staff assisted IGFOA in developing responses to due process documents and in testifying before the Governmental Accounting Standards Board (GASB). In addition, we provide complimentary training seminars for our clients on a variety of accounting, financial reporting, and technology topics.

### **Quality Control**

At Sikich, we are committed to providing the highest quality audits in the industry. The Village of Hinsdale can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office (GAO), for more than thirty years. In 2011, we received our eighth consecutive peer review unmodified (“pass”) report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich is a member of the AICPA’s Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.



## STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Hinsdale in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2011 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Hinsdale, and is independent with respect to any non-attest services provided to the Village of Hinsdale, both in fact and in appearance to any knowledgeable third party.

## LICENSE TO PRACTICE IN ILLINOIS

The Firm of Sikich LLP is a licensed Public Accountant Limited Liability Partnership in Illinois (license #66003284). All of the partners and managers assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full-time staff and are either registered Certified Public Accountants or are completing the exam.

## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich currently has 87 partners and more than 425 professional staff. Eight of these partners and more than fifty professional staff are devoted extensively to the Firm's local government services accounting team. We would staff the Village of Hinsdale engagement with professional staff from this industry team in our Naperville office. All work, including audit documentation and report reviews, will be conducted from this office. These staff all of whom meet or exceed the continuing professional education (CPE) requirements contained in the U.S. Government Accountability Office's, *Government Auditing Standards* (2011) would include:

### Brian D. LeFevre, CPA – Engagement Partner



As engagement partner, Mr. LeFevre will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the Village's comprehensive annual financial report (CAFR). Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Mr. LeFevre will be present at the Village's offices during both our preliminary and final fieldwork. Mr. LeFevre has more than twenty years of experience auditing governmental entities including serving as partner for the audits of the City of Naperville, the Villages of Carol Stream, East Dundee, Hawthorn Woods, Hinsdale, Lake in the Hills, Olympia Fields, Oswego, Western Springs and Wheeling and the Park Districts of Buffalo Grove, DeKalb, Oswegoland and Woodridge and the preparation of numerous reports for submission to GFOA's Certificate of Achievement Program. Mr. LeFevre, a licensed certified public accountant, is a graduate of Valparaiso University with a degree in Accounting and Northern Illinois University with a Masters in Business Administration.

### **Frederick G. Lantz, CPA – Quality Control Partner**



The quality control partner will provide our second partner review of the audit workpapers and the Village's CAFR. Mr. Lantz has nearly thirty years of experience in the state and local government industry and is a nationally recognized expert in the industry. Mr. Lantz, a licensed certified public accountant, is a graduate of Northern Illinois University with a degree in accounting.

### **James R. Savio, CPA, MAS – Resource Partner**



The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner. Mr. Savio has eighteen years of experience auditing governmental entities, including serving as partner or manager for the audits of the Cities of Aurora, Naperville, Elgin, Countryside, Woodstock and Lockport and the Villages of Oak Brook, Bartlett, Skokie and Plainfield, including preparation of the first ever CAFR for the Cities of Aurora and Lockport that were awarded a Certificate of Achievement for Excellence in Financial Reporting on their first submission. Mr. Savio, a licensed certified public accountant, is a graduate of Northern Illinois University with an undergraduate degree in Accounting and a Masters degree in Accounting.

### **Timothy J. Gavin, CPA – Manager**



As a manager, Mr. Gavin is responsible for the day-to-day execution of the audit programs and supervision of engagement staff. Mr. Gavin has eight years of experience auditing governmental entities, including serving as supervisor for the audits of the Cities of Highland Park and St. Charles, the Villages of Oak Brook, Oak Park, Hinsdale, Hanover Park, Lake in the Hills and Flossmoor, Forest Preserve District of Kane County, Yorkville-Bristol Sanitary District and Westmont Park District, as well as the preparation of numerous reports for submission to GFOA's Certificate of Achievement Program. Mr. Gavin, a licensed certified public accountant, is a graduate of North Central College with an undergraduate degree in Accounting and holds an MBA from Northern Illinois University.

### **Additional Professional Staff**

Other professional staff assigned to the engagement will be full-time employees of the Firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meets and usually exceeds the CPE requirements contained in the U.S. Government Accountability Office, *Government Auditing Standards* (2011). Moreover, our government staff possesses a specific knowledge of local government accounting and reporting requirements and their application for Illinois governments. This is achieved by attending at least forty hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA as well as internal courses.



This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure the Village that our professional staff would not need any “on the job accounting or financial reporting training” by the Village’s staff. Moreover, we can assure the Village of the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to the approval of the Village.

## **SPECIFIC AUDIT APPROACH**

### **Audit Standards**

The objective of our audit is to issue an unmodified opinion on the Village's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village's basic financial statements, and the combining and individual fund financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2011), the Single Audit Act of 1996 and OMB Circular A-133. Our firm will issue an opinion on the basic financial statements and the combining and individual fund financial statements and schedules and will subject any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the CAFR, and accordingly, will not express an opinion on the information contained in these sections.



### **Scope of Services**

We are proposing to provide the following services to the Village:

- > Audit of all funds of the Village for the fiscal year ending April 30, 2014.
- > Preparation of forty-five (45) hard copies and one (1) electronic copy (.pdf) of the comprehensive annual financial report (CAFR prepared by the Village and formatted by Sikich);
- > Preparation of ten (10) copies of the management letter for the Village, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- > Preparation of twenty (20) copies of the Single Audit Report, if applicable;
- > Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- > Retain workpapers for five (5) years in accordance with Firm standards;
- > Reporting to the Board of Trustees in accordance with auditing standards regarding communications with those charged with governance; and
- > Exit conference(s) with Village Officials to present the completed audit and related materials.

## Audit Process and Schedule

Event	Timeframe	Person(s) Assigned
<b>I. Preliminary Planning</b> During this phase of the audit, we would meet with representatives of the Village to discuss the approach to be taken during the audit focusing on areas of particular concern to the Village as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	February 2014	The meeting would be attended by the engagement partner and engagement manager, if necessary.
<b>II. Preliminary Fieldwork</b> During this phase of the audit, we would develop an understanding and documentation of the Village's accounting and administrative controls using the Village's accounting procedures manual, EDP documentation and by interviewing staff of the Village. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the Village's financial position as a whole.  In addition, we would review all minutes from the meetings of the Board of Trustees and the Pension Boards; review all ordinances adopted by the Village during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village; and perform our fraud interviews in accordance with auditing standards. Upon completion of this phase, we would finalize all necessary confirmations the Village will prepare; review all proposed client assisted work papers and the timing of preparation by the Village; develop our audit programs for the next phase of the audit and review and document any changes to the Village's CAFR; and prepare the schedule for the remainder of the audit.	April 2014	This phase would be completed by the engagement partner, engagement manager and one professional staff.



Event	Timeframe	Person(s) Assigned
<b>III. Fieldwork</b> During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Village's financial statements with a rough draft of the financial statements provided to the Village at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Village to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	July 2014	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.
<b>IV. Workpaper Review and Report Production</b> During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village's staff after fieldwork has been completed.	July, August 2014	This phase would be completed by the engagement partner, resource partner and the quality control partner.
<b>V. Review of Drafts</b> The preliminary draft of the CAFR will be reviewed by the engagement partner and reviewed in-depth with representatives of the Village.	August 2014	This phase would be completed by the engagement partner.
<b>VI. Completion of the Audit</b> Upon approval of the drafts by the Village, we will present the signed, bound copies of the comprehensive annual financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village including the Village President, the Board of Trustees and management for formal presentations of the reports.	September 30, 2014	This phase would be completed by the engagement partner.

Event	Timeframe	Person(s) Assigned
<b>VII. Support to the Village</b> Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village.	Continuous	This phase would be completed by the engagement partner.

In future years, we would develop a similar plan and timeframe with the assistance of the Village to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the comprehensive annual financial report. These completion dates are well within the expectations established by the Village. We have a proven track record of meeting and exceeding deadlines established by our clients.

#### Identification of Potential Audit Problems

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit, professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Assistant Village Manager/Director of Finance. The timing of this discussion will provide the Village with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Village President, Village Manager or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the Firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village. The billings for the audit would not exceed this fee unless the Village specifically requests that the scope of the engagement be expanded and the Village and the Firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.



## **WHY SIKICH IS THE BEST CHOICE**

According to the AICPA Government Audit Quality Center, taking the following factors in account collectively when selecting an independent auditor will contribute to receiving a quality audit:

- > Demonstration of the audit organization's qualifications in response to your request for proposal;
- > Experienced, qualified staff with appropriate technical abilities, particularly with Yellow Book and single audits if applicable to your audit engagement;
- > Extent of the audit organization's practice with organizations like yours (for example, governments or not-for-profits);
- > Results of the audit organization's external peer review; and
- > Participation by the audit organization in quality improvement programs (for example, membership in the AICPA Governmental Audit Quality Center).

Now that you have read our proposal, you can see how Sikich exceeds all of the above criteria and is the most cost/beneficial solution for you to engage to provide professional services to your government. In addition, we believe that the following additional services further set us apart from other proposals you may receive.

## **GETTING THE MOST FROM YOUR AUDIT FIRM**

Sikich goes beyond providing traditional accounting, auditing and tax services. While this proposal addresses the specifics of the audit engagement, Sikich offers the Village of Hinsdale additional value as part of our service. Beyond providing access to senior resources when issues arise, we commit to keeping you apprised of all matters affecting the Village of Hinsdale, such as new accounting pronouncements, employee benefit regulations, and other issues relevant to the government industry. We will keep you informed of these matters as they arise and take a proactive role to avoid last minute crises. We accomplish this goal by anticipating your needs based on our experience with you and your industry and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients.



Recent Sikich seminar topics include:

- > Governmental Accounting and Financial Reporting Update
- > Implementing Government Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions*
- > Government Financial Resiliency
- > Public Sector Strategic Planning
- > Performance Measurement
- > Payroll Reporting for Government Entities
- > Employee Handbook Workshop
- > Keeping the Keepers: A Guide to Employee Retention
- > Identity Dos & Don'ts: Agency Branding
- > Video: Web Applications
- > Virtualization

#### ADDITIONAL SIKICH RESOURCES

Sikich is a full service accounting firm with various service areas providing a wide array of business and financial services for our clients. These services include:

- > Accounting and reporting services
- > Audit and compliance services
- > Tax services
- > Employee benefit plan consulting and audits
- > ERP selection, implementation and support
- > IT infrastructure services
- > Human resources consulting and outsourcing
- > Local government management and operations consulting
- > Strategic planning and performance measurement
- > Marketing and public relations
- > Forensic and fraud investigation
- > Investment management services for individuals and pension plans
- > Police and fire pension fund accounting and financial reporting services

Through these service areas, management advisory services in various specialized areas are available should the need for such assistance arise. Our additional services engagements are directed by partners, principals and other professionals who have experience in management consulting and in the specific areas we are requested to review. Independence standards may preclude us from performing some additional services for the Village and we would need to review the standards and the types of services with the Village before proposing on any additional engagements.



Our governmental clients often require services in special areas such as:

- > Budget development
- > Trend monitoring and forecasting
- > Rate settings
- > Bond issuances and refundings
- > Escrow verifications
- > Cash management
- > Employee benefits
- > EDP applications
- > Accounting policies and procedures documents
- > Staff training
- > Temporary staffing
- > Insurance and risk management analysis
- > Personnel policy development and implementation

We have a proven track record of assisting our governmental clients in these as well as other specialized areas. Areas that may be of interest to the Village of Hinsdale are technology; human resource consulting and employee benefits services; and local government management services.

### **Technology**

Agencies at every level of government are being asked to do more with less—and to provide detailed; timely information about how every public dollar is spent. Constituent service and accountability have become popular catch phrases, but enhancing services and ensuring fiscal responsibility can be extremely challenging. Sikich works closely with our government clients to provide integrated, flexible, and affordable solutions and tools that help government agencies reduce service and delivery costs, improve operating efficiency, and satisfy citizen demands. Cloud solutions, IT security services, network support, strategic planning and ERP software are just a few of the services Sikich provides to our government clients. The right technology solutions can transform government effectiveness, efficiency, and accountability by giving you greater access to financial information and tighter control over spending priorities. Sikich provides governmental entities access to the best in government-focused financial and technology solutions. As technology constantly changes, so does the opportunity for you to increase the efficiencies of your governmental operations and services. Sikich is dedicated to improving your technology infrastructure by balancing your needs and resources to implement the most-suitable, cost-effective solution.



### **Human Resources Consulting and Employee Benefits Services**

Sikich helps clients meet the challenges of an ever-changing business environment, freeing them from the complexities of recruitment, employee retention, and compliance issues. Sikich partners with our clients to provide customized human resource services that meet their needs. Drawing from our experience in human resource management, Sikich's consulting staff is able to provide everything from a human resource compliance review to performance management to compensation reward systems. With Sikich's expertise and industry knowledge, we offer clients a winning combination of innovative human resource solutions. Of special interest may be Sikich's Human Resource Subscription Service. This service provides clients quarterly invitations to Sikich's HR update/trend webinars; access to a password protected section of our website; a monthly calendar of HR tools; flexible consulting hours that can be used as desired to help complete any of a variety of projects that HR departments typically face; and phone access to HR professionals.

Employee benefits continue to be one of the most important ways to attract and retain valued employees. Creating a plan that balances the goals of both the organization and the employees requires thorough analysis and review, as well as a great deal of time. No matter what the size of your organization, Sikich combines strategic planning, creative benefit design, and financial management to develop a unique package that will provide the best benefits at the lowest possible cost. Our services encompass total plan design, government and regulatory compliance, employee education, specialty compensation packages, cafeteria plans, and plan administration and auditing.

### **Marketing & Public Relations**

Sikich has hands-on experience assisting state and local governments with the development and implementation of marketing strategy uniquely created for an organization's marketplace and needs. From eye-catching logos and print collateral to SEO-enhanced websites and videos, every marketing piece you have should work for its intended audience. Likewise, deliver the right stories to the right people at the right time with an integrated public relations strategy that amplifies your message and properly positions your organization in the marketplace. Achieve the brand recognition your organization deserves with the marketing and public relations experts at Sikich.



### **Performance-Based Strategic Planning**

In an environment where there is increasing pressure for governments to be more efficient, effective, and transparent, strategic planning allows an organization to engage stakeholders, focus on its mission, and logically establish short and long-term goals. Our approach, performance-based strategic planning guides the organization toward its most productive activities and focuses on an institutionalized process. The strategic planning process is a true transition, where Sikich facilitates governments in:

- > Developing ideals about what they aspire to;
- > Transforming ideals into ideas to meet goals;
- > Converting ideas into specific, actionable items; and
- > Constructing performance measures.

We ensure the results of strategic planning meet client expectations by filtering goals, objectives and/or strategies with the organization's internal capacity and available resources. The process of performance-based strategic planning has proven to assist governments in fulfilling the ideals of their community and accomplishing goals through measurable, reportable actions.

### **Process Improvement**

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes - ranging from development review to utility billing - have the potential to decrease cycle time, increase quality, and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.



## FEE PROPOSAL

### PROPOSAL COST SUMMARY

The following fees for the services specified by the Village and described in our *Proposal to Provide Professional Audit Services*, including all direct and indirect costs.

	2014	2015
CAFR and Management Letter	\$ 24,401	\$ 25,133
Single Audit (if required)	3,713	3,825

The fees quoted above do not include fees for any additional work required by the implementation of new accounting and reporting standards. Any additional fees will be negotiated with the Village at the time of implementation.

These fees assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12% annually).





## EXHIBITS

### Engagement Team Biographies

- > Brian D. LeFevre, CPA
- > Frederick G. Lantz, CPA
- > James R. Savio, CPA, MAS
- > Timothy J. Gavin, CPA

### Sikich Resources

### State & Local Government Services

### Firm Profile

### Peer Review



## Accounting & Tax Services

### Brian D. LeFevre, CPA, MBA

*Partner*

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the firm and for the Illinois Government Finance Officers Association (IGFOA). Brian serves as Chair of the Government Report Review Committee of the Illinois CPA Society.



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E: [blefevre@sikich.com](mailto:blefevre@sikich.com)

### Service Areas

Governmental Audit, Accounting  
Governmental Financial Reporting  
Police and Fire Pension Accounting Services

### Affiliations

American Institute of Certified Public Accountants  
Illinois CPA Society  
Chairman, Governmental Report Review Committee  
Illinois Government Finance Officers Association  
GFOA Special Review Committee  
Illinois Association of Fire Protection Districts  
Illinois Public Pension Fund Association  
Aurora Downtown Kiwanis Club, Former Treasurer and Board Member  
Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996  
Lord of Life Church, Former Executive Director and Treasurer

### Education

Bachelor's Degree in Accounting, Valparaiso University  
Master of Business Administration, Northern Illinois University



## Accounting & Tax Services

### **Frederick G. Lantz, CPA**

*Partner-in-Charge, Government Services*

Frederick G. Lantz, CPA, is responsible for providing technical services to Sikich's clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Prior to joining Sikich, Fred was the assistant director for the Technical Services Center of the Government Finance Officers Association of the United States and Canada (GFOA), where he was a nationally recognized expert in the state and local government industry. At GFOA, Fred was responsible for managing the Certificate of Achievement for Excellence in Financial Reporting Program, providing accounting, auditing and financial reporting assistance to state and local government officials and their auditors, and serving as a liaison to the Governmental Accounting Standards Board. Fred also developed courses and served as lead instructor for governmental accounting, auditing and financial reporting training courses. He is a nationally recognized speaker, having spoken at state GFOA and CPA Society meetings and conferences.



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### **Service Areas**

Governmental Audit, Accounting  
Governmental Financial Reporting

### **Affiliations**

American Institute of Certified Public Accountants  
2013-2014 State & Local Government Expert Panel  
Illinois CPA Society  
Government Finance Officers Association, Special Review Committee  
Illinois Government Finance Officers Association,  
2004-2006 Executive Board of Directors, Technical Accounting Review Committee  
National Association of College and University Business Officers  
Central Association of College and University Business Officers  
Illinois County Treasurers' Association  
Illinois Tax Increment Association  
Illinois Municipal Treasurers Association  
Illinois City/County Management Association  
International City/County Manager's Association

### **Education**

Bachelor's Degree in Accounting, Northern Illinois University  
Graduate of Advanced Government Finance Institute, University of Wisconsin at Madison



Accounting & Tax Services

## **James R. Savio, CPA, MAS**

*Partner*

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.



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### **Service Areas**

Governmental Audit, Accounting  
Governmental Financial Reporting

### **Affiliations**

American Institute of Certified Public Accountants  
Illinois CPA Society  
Governmental Executive Committee  
Illinois Government Finance Officers Association  
Technical Accounting Review Committee  
Community Foundation of the Fox River Valley Scholarship Program Committee  
Greater Aurora Chamber of Commerce Leadership Academy, Class of 1998

### **Education**

Master of Accounting Sciences, Northern Illinois University  
Bachelor's Degree in Accounting, Northern Illinois University



Accounting & Tax Services

## **Timothy J. Gavin, CPA**

*Manager*

Timothy J. Gavin, CPA, is a manager at Sikich LLP. Tim provides audit and accounting services for a variety of municipalities, park districts, and other special districts.

### **Service Areas**

Governmental Audit, Accounting  
Governmental Financial Reporting

### **Affiliations**

Illinois CPA Society  
Illinois Government Finance Officers Association  
Greater Aurora Area Chamber of Commerce Leadership Academy,  
Class of 2008

### **Education**

Bachelor's Degree in Accounting, North Central College  
Master of Business Administration, Northern Illinois University



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## SIKICH RESOURCES



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# State and Local Government Services

## WHAT CAN SIKICH DO?

- › Accounting & Reporting Services
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- › ERP Selection, Implementation & Support
- › IT Infrastructure Services
- › Local Government Management & Operations Consulting
- › Outsourced Management, Finance, HR & Technology Functions
- › Police & Fire Pension Plan Accounting & Consulting
- › Strategic Planning & Performance Measurement
- › Forensic & Fraud Investigation
- › Marketing & Public Relations



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- › A highly skilled staff and management team entirely dedicated to government services
- › An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- › Timely and cost-effective service delivery

Our government clients represent a wide range of industry sectors including:

- › State Departments and Agencies
- › Counties
- › Cities
- › Villages
- › Townships
- › Special Districts
- › Pension Plans
- › Park Districts
- › Public Libraries
- › Community Colleges
- › School Districts
- › Water Commissions
- › Water Reclamation Districts

Regardless of which type of government organization you represent, meet your goals and keep your many constituencies happy by seeking professional guidance in functions such as human resources, accounting, marketing, technology and more.

## We're involved...

- › American Library Association
- › Central Association of College and University Business Officers
- › Community College Business Officers
- › Friends of Illinois Parks
- › Government Finance Officers Association
- › Government Finance Officers Association of Missouri
- › Government Management Information Sciences Illinois
- › Illinois Association of County Board Members and Commissioners
- › Illinois Association of Fire Protection Districts
- › Illinois Association of Municipal Management Assistants
- › Illinois Association of Park Districts
- › Illinois City/County Management Association
- › Illinois County Treasurers' Association
- › Illinois Government Finance Officers Association
- › Illinois Library Association
- › Illinois Municipal Treasurers Association
- › Illinois Public Pension Fund Association
- › Illinois Tax Increment Association
- › Indiana Library Federation
- › International City/County Management Association
- › National Association of College and University Business Officers



# Sikich Snapshot

## Organization

Sikich is a dynamic accounting, advisory, investment banking, technology and managed services firm with more than 500 employees throughout the country. Founded in 1982, we are now one of the country's Top 40 largest CPA firms and among the top 1% of all enterprise resource planning solution partners in the world.

## Industries

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

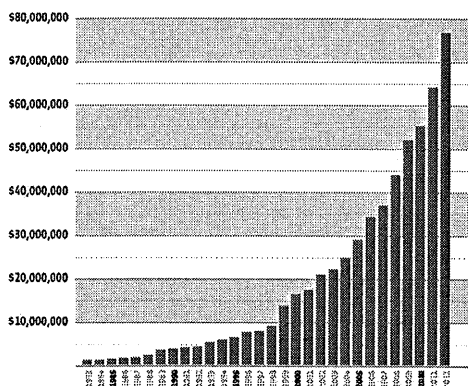
- Agriculture
- Construction
- Government
- Health Care
- Higher Education
- Manufacturing & Distribution
- Not-for-Profit
- Oilfield Services
- Professional Services
- Real Estate
- Retail

## Statistics

2012 Revenues .....	\$76.4M
Total Partners .....	87
Total Employees .....	447
Total Personnel .....	534

Personnel count as of Aug. 1, 2013

## Sikich Total Revenues



## Awards

- Inc. Magazine's Inc. 500|5000: ranked 4,627th fastest-growing private company nationally, 2013
- Accounting Today Top 100 Firms: ranked 40th nationally, 2013
- Accounting Today Regional Leaders – Top Firms: Great Lakes: ranked 6th, 2013
- Crain's Chicago Business Fast Fifty: ranked 49th, 2013
- INSIDE Public Accounting Top 50 Largest Accounting Firms: ranked 41st nationally, 2013
- Accounting Today Top 100 Value Added Reseller: ranked 11th, 2013
- Best Places to Work in Indiana, 2013
- Best Places to Work in Illinois, 2013
- Bob Scott's Top 100 Value Added Reseller: ranked 12th, 2013
- Daily Herald Business Ledger Book of Lists: ranked 5th, "Accounting Firms;" Chicago Western Suburbs, 2013
- Alfred P. Sloan Award for Excellence in Workplace Effectiveness & Flexibility, 2013
- Crain's Chicago Business Top 25 Firms: ranked 12th in Chicagoland, 2012
- Top 50 Chicago Generation Y Employers, ranked 35th, 2012
- Chicago Tribune's Chicago's Top Workplaces, 2012
- Bob Scott's Insights Value Added Reseller Stars, 2012
- American Graphic Design Awards, 2012
- Microsoft Dynamics Inner Circle and President's Club, 2012
- Springfield Business Journal Book of Lists: ranked 1st, "Accounting Firms;" Springfield, Illinois, 2012

## SERVICES

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- ERP & CRM Software
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- Tax Planning
- Wealth Management



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## Sikich Snapshot

### Certifications

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center. We adhere to the strict requirements of membership which assure we meet the highest standards of audit quality. In 2011, Sikich LLP received its 8th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.



**Microsoft Partner**

Gold Enterprise Resource Planning

### Microsoft Partner

Sikich has earned a Microsoft ERP Gold competency; ranked among the top 1% of all Microsoft Dynamics partners worldwide; and carries the following certifications:

- Microsoft Small Business Specialist
- MCP (Microsoft Certified Professional)
- MCSE (Microsoft Certified System Engineer)
- CCNA (Cisco Certified Network Associate)
- CCDA (Certified Cisco Design Associate)
- CCEA (Citrix Certified Enterprise Administrator)
- MRMS (Microsoft Retail Management Systems)
- CISA (Certified Information Systems Auditor)
- CNE (Certified Novell Engineer)
- MS CSM (Microsoft Customer Service Manager)
- MS CAE (Microsoft Certified Account Executive)
- MCDBA (Microsoft Certified Database Admin.)



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### Sikich is proud to be part of the Leading Edge Alliance

The Leading Edge Alliance (LEA) is the second largest international association of independent accounting firms.\* The LEA is an international professional association of independently-owned accounting and consulting firms. Members are top quality firms who share an entrepreneurial spirit and a drive to be the premier provider of professional services in their chosen markets. The Alliance provides Sikich with an unbeatable combination: the comprehensive size and scope of a large multinational company while offering their clients the continuity, consistency, and quality service of a local firm.

*\*International Accounting Bulletin, 2011*



**PrimeGlobal**

### Sikich is proud to be part of PrimeGlobal

PrimeGlobal is the third largest association of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.

*Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA/SIPC. Advisory services offered through Sikich Financial, a Registered Investment Advisor. General securities offered through Triad Advisors, Member FINRA/SIPC.*

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#### Chicago - Wacker Drive

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#### Decatur, IL

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#### Denver, CO

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#### Houston, TX

(832) 831-3549

#### Indianapolis, IN

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#### Milwaukee, WI

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#### Rockford, IL

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#### Springfield, IL

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## System Review Report

July 26, 2011

To the Partners of  
Sikich LLP  
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.


In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

Heinold - Banwart, Ltd.

6e.

DATE: December 30, 2013

# REQUEST FOR BOARD ACTION

<b>AGENDA</b> <b>SECTION NUMBER</b> ACA CONSENT		<b>ORIGINATING</b> <b>DEPARTMENT</b> Administration		
Approval of a Resolution Approving and Authorizing Execution of a Lease for the Use of Space on the Village's Water Tower for Antennas and Related Equipment between the Village of Hinsdale and New Cingular Wireless, PCS, LLC.		Darrell J. Langlois <b>APPROVAL</b> Asst. Village Manager		
<p>In 2010, the Village entered into four separate leases with cell phone providers Verizon Wireless, T-Mobile, Clear Wireless, and US Cellular. These leases allow the cell phone providers to install antenna units on the Village's water tower located by Hinsdale Central High School as well as permission to erect a small building on the premises to house equipment. Under terms of the lease, the initial annual rent for each provider was set at \$21,600 per year with a 3.5% annual escalator in the rent. The initial lease term was set at five years, with the cell phone providers having an option for three five-year renewals, resulting in the initial lease term extending up to a maximum of twenty years. What is also unique about this arrangement is that since the Village's water tower is located on Hinsdale District #86 property, the cell phone providers have also had to negotiate access rights to the water tower with Hinsdale District #86 and are paying them rent also.</p> <p>In 2012, the Village was notified that Clear Wireless was electing to terminate its lease with the Village. This resulted in a loss of \$23,139 in annual revenue once they abandoned their use. About five months ago, the Village was approached by AT&amp;T about their interest in locating their cell phone equipment on the Village's water tower. From a zoning perspective the Plan Commission and Village Board have approved this use.</p> <p>The attached lease with New Cingular Wireless (the named entity which AT&amp;T holds its leases and licenses) will allow for AT&amp;T to install their equipment on the water tower. The draft lease is substantially similar to the other three leases for the site, and the Village Attorney has approved the document. The amount of rent is established at \$23,948.37 per year with a 3.5% annual escalator. The term of the lease is for an initial seven year term and two five- year options. All of these terms are substantially consistent with the other three leases for the site. Also of note is that the Village will be receiving a one-time \$4,000 payment in addition to the annual lease amount.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p><b>MOTION: To Recommend Approval of a Resolution Approving and Authorizing Execution of a Lease for the Use of Space on the Village's Water Tower for Antennas and Related Equipment between the Village of Hinsdale and New Cingular Wireless, PCS, LLC.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 
<b>COMMITTEE ACTION:</b> At its January 13, 2014 meeting the ACA Committee voted unanimously to recommend approval of the above motion.				
<b>BOARD ACTION:</b>				

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

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, APPROVING AND AUTHORIZING EXECUTION OF A LEASE FOR THE USE OF SPACE ON THE VILLAGE'S WATER TOWER FOR ANTENNAS AND RELATED EQUIPMENT BETWEEN THE VILLAGE OF HINSDALE AND NEW CINGULAR WIRELESS, PCS, LLC**

**WHEREAS**, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as the Village of Hinsdale Water Tower located at 339 W. 57<sup>th</sup> Street, Hinsdale, Illinois (hereinafter referred to as the "Subject Property"), located within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

**WHEREAS**, New Cingular Wireless, PCS, LLC, a Delaware limited liability company ("New Cingular"), desires to use certain space on the Subject Property for installation of antennas and related equipment; and

**WHEREAS**, the Corporate Authorities of the Village desire to allow New Cingular to use certain space on the Subject Property for such purposes on the terms set forth in the Water Tower Lease Agreement attached hereto as Exhibit "A" and made a part hereof (the "Lease"), and find that it is in the best interests of the Village and the public health, safety and welfare to enter into said Lease.

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

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

**SECTION 2:** The Lease, a copy of which is attached hereto as Exhibit "A" and made a part hereof, of certain space on the Subject Property located at 339 W. 57<sup>th</sup> Street to New Cingular for the installation of antennas and related equipment, is approved, and the Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and attested to by the Village Clerk this same day.

\_\_\_\_\_  
Village President

**ATTEST:**

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

**EXHIBIT "A"**

**COPY OF WATER TOWER LEASE AGREEMENT BETWEEN  
NEW CINGULAR WIRELESS, PCS, LLC AND THE VILLAGE OF HINSDALE,  
DUPAGE AND COOK COUNTIES, ILLINOIS**

**(ATTACHED)**

Market: IL  
Cell Site Number: IL0750  
Cell Site Name: Hinsdale  
Fixed Asset Number: 12565606

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID #36-6005930 hereinafter designated LESSOR and New Cingular Wireless, PCS, LLC, with its principal office located at 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower ("Tower"), located at 339 W. 57th Street, Hinsdale, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land containing approximately 293 square feet (22.83' x 12.83') for the installation of LESSEE's equipment building generally as shown on Exhibit "A", attached hereto and made a part hereof, together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57th Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof, which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate on the Premises the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower, and otherwise complies with LESSOR's ordinances, rules and regulations.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided however, the initial term shall be for seven (7) years ("the Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an initial annual rental of Twenty Three Thousand Nine Hundred Forty Eight Dollars and 37/100 Dollars (\$23,948.37) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 19 East Chicago Avenue, Hinsdale, Illinois 60521, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. This Agreement shall commence upon the date LESSEE commences installation of the equipment on the Premises as follows: In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be due by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. In the event of the default on rental payment(s) by LESSEE, or of any other fees or charges due LESSOR, the amount due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date such rental, fee or charge were due or payable, until paid in full. Interest shall not apply to items being contested in good faith by LESSEE and which are resolved in LESSEE's favor.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental



payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within a reasonable time after receipt of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, if necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term

by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

5. RENTAL INCREASES. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but, comparable construction may be placed around the perimeter of the Premises at the discretion and sole expense of LESSEE (not including the access easement). LESSEE, at LESSEE's expense, and with prior approval of LESSOR, not to be unreasonably withheld, conditioned or delayed, shall have the right to make other improvements to the Premises. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, in good condition, reasonable wear and tear excepted. LESSOR shall have the right to perform any non-emergency painting, repair or other maintenance with respect to the Property.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the Governmental Approvals) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for LESSEE's intended use, or LESSEE is unable to conduct business at the Premises during the lease term or any extension of the lease term; or a title commitment or report obtained by LESSEE with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in LESSEE's opinion, interfere with LESSEE's intended use of the Premises, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Any rentals, paid up to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party

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to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, painting, repair or similar work at the Property or in the Building provided:

- I. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- II. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- III. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- IV. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation (other than any necessary zoning, temporary use or other approvals petitioned for by the LESSOR at LESSOR's expense);
- V. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- VI. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission and Federal Aviation Administration with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may, after providing

LESSOR 60 days' written notice before it makes such repairs or maintenance, make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties (provided that such LESSOR or pre-existing equipment is operated in accordance with all applicable Rules and Regulations of the Federal Communications Commission ["FCC"]). In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE shall, within thirty (30) days, take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE (provided that such LESSEE equipment is operated in accordance with all applicable Rules and Regulations of the FCC). LESSOR will cause such interference to cease within thirty (30) days after receipt of notice of interference from LESSEE. In the event any such interference does not cease within the aforementioned cure period, LESSOR shall cease all operations which the parties mutually agree are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected unless cessation of an operation would impact the core communications of the Village or an operation of the Village affecting the public health, safety or welfare. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; in addition, LESSEE may terminate this Agreement

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the FCC, Federal Aviation Agency and all applicable codes and regulations of the LESSOR, township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting however, such claims or damages as may

be due to or caused by the acts or omissions of the other Party, or its servants or agents including reasonable attorneys fees. LESSEE shall indemnify LESSOR against any and all materialmen's liens or any other types of liens imposed upon the Premises related to LESSEE's equipment and installation or maintenance thereof. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, LESSEE and LESSOR each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

13. INSURANCE. LESSEE shall provide insurance including the Village, its Board members, employees and agents as additional insureds in coverage as indicated on attached Exhibit D. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors; and

(iii) shall not exceed LESSEE's indemnification obligation under this Agreement, if any.

LESSEE shall have the right to self-insure the coverages required in Exhibit D. In the event LESSEE elects to self-insure its obligation to include LESSOR as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide LESSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LESSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) LESSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LESSEE; and

(iii) LESSOR shall fully cooperate with LESSEE in the defense of the claim, demand, lawsuit, or the like.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for

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removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, or a transfer by assignment of the right to receive the rental payments hereunder, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

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21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois, in which the Property is located, and venue shall be in the Circuit Court DuPage County. LESSOR and LESSEE agree to submit to the jurisdiction of such court for the purpose of any proceeding relative to the Agreement.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521  
Attention: Village Manager

cc: Michael A. Marrs  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive Suite 1660  
Chicago, Illinois 60606

LESSEE: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # IL0750; Cell Site Name: Hinsdale (IL)  
Fixed Asset No.: 12565606  
575 Morosgo Dr. NE  
Suite 13-F West Tower  
Atlanta, GA 30324

**And with a copy to:**

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # IL0750; Cell Site Name: Hinsdale (IL)  
Fixed Asset No.: 12565606

Market: II.  
Cell Site Number: IL0750  
Cell Site Name: Hinsdale WT  
Fixed Asset Number: 12565606

208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default (other than a default arising from access or interference), provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. A failure to provide



access as provided in Section 1, or to cure interference as required in Section 10 within twenty-four (24) hours after written notice of such failure shall be an event of default. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSOR's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEEs operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. LESSOR agrees to permit LESSEE to place temporary transmission and reception facilities on the Property, but only until such time as LESSEE is able to resume operation at the Premises or activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary

facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty, unless LESSEE places temporary transmission and reception facilities on the Property. Should LESSEE'S temporary facilities impede or prohibit the work necessary for LESSOR to address the damage, repair, or reconstruction at the Property, LESSOR is not obligated to allow temporary facilities.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and zero Dollars (\$4,000), which sum

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shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

36. TAXES.

(a) LESSEE shall pay any taxes or assessments which may be lawfully levied against LESSEE's occupancy or use of the Premises or any leasehold improvements placed on the Premises as a result of LESSEE's occupancy. . Nothing herein shall require LESSEE to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon LESSOR.

(b) In the event LESSOR receives a notice of assessment with respect to which taxes or assessments are imposed on LESSEE's occupancy or use of the Premises or any leasehold improvements placed on the Premises, LESSOR shall provide LESSEE with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(c) For any tax amount for which LESSEE is responsible under this Agreement, LESSEE shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as LESSEE may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of LESSOR, LESSEE, or both, with respect to the valuation of the Premises. LESSOR shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by LESSEE and any refunds or rebates secured as a result of LESSEE's action shall belong to LESSEE, to the extent the amounts were originally paid by LESSEE. In the event LESSEE notifies LESSOR by the due date for assessment of LESSEE's intent to contest the assessment, LESSOR shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) LESSOR shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of LESSEE.

(f) Any tax-related notices shall be sent to LESSEE in the manner set forth in Section 23 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, LESSOR shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with LESSEE. In the event that LESSEE's tax addresses changes by notice to LESSOR, LESSOR shall be required to provide LESSEE's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site # IL0750; Cell Site Name: Hinsdale (IL)

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Fixed Asset Number: 12565606

Fixed Asset No.: 12565606  
575 Morosgo Dr. NE  
Suite 13-F West Tower  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 36, LESSEE shall have no obligation to reimburse any tax or assessment for which the LESSOR is reimbursed or rebated by a third party.

(Signature page follows)

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their  
irrespective seals the day and year first above written.

LESSOR:

Village of Hinsdale, an Illinois municipal corporation

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

Its: Village Manager

Date: \_\_\_\_/\_\_\_\_/2014

LESSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation, its Manager

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

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

Date: \_\_\_\_/\_\_\_\_/2014

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## EXHIBIT A

### Legal Description

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms, being a subdivision in the Northwest Quarter of the Northwest Quarter (except the East half of the Northwest Quarter of said Northwest Quarter) of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 5, 1920 as document 141390, in DuPage County, Illinois.

Tax Parcel No. 09-13-100-006

Market: II.

Cell Site Number: IL0750

Cell Site Name: Hinsdale

Fixed Asset Number: 12565606

INSERT 3 PDF Pgs.

Market: II.  
Cell Site Number: IL0750  
Cell Site Name: Hinsdale  
Fixed Asset Number: 12565606

## EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

### ANTENNA INFORMATION

ANTENNAS: Nine (9) panel@ 99'

Orientation: 30, 150 and 270 degrees.

See attached Construction Drawings dated August 8, 2013 by Forge Services, Inc. consisting of five (5) pages.



Market: II.  
Cell Site Number: IL0750  
Cell Site Name: Hinsdale WT  
Fixed Asset Number: 12565606

## EXHIBIT C

### Property and Premises Survey

## EXHIBIT D

### INSURANCE REQUIREMENTS


#### A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, commercial automobile insurance and umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and eligible by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
  - a. Commercial General Liability: \$5,000,000 per occurrence and in the aggregate, combined single limit/aggregate coverage for bodily injury and property damage.
  - b. Commercial Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - c. Excess Liability Umbrella Coverage: \$10,000,000 per occurrence and in the aggregate. Lessee may use any combination of primary and excess coverage to meet the required total limits.

#### B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and prior to renewal of any required coverage during the term of this Agreement, the Lessee shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, commercial automobile insurance and umbrella excess insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and eligible by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) including the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage. Lessee shall provide at least 30 days advanced written notice to Lessor of any cancellation of any required coverage.

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> ACA	<b>DEPARTMENT</b> Administration
<b>ITEM</b> Approval of an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates.	Darrell Langlois <b>APPROVAL</b> Assistant Village Manager/ Finance Director 

At the conclusion of the FY 2010-11 budget process back in March, 2010, the Village Board increased water rates in order to generate funds for capital projects and to pass along a number of cost increases in the cost of water purchased from the Du Page Water Commission (DWC). As the budget and water rate increases made its way through the Finance Commission, ACA, and ultimately the Village Board, it was noted that part of the cause for the financial issues facing the Water Fund revolved around previous DWC costs increases not being passed along to the Village's water customers. In May, 2011, rates were increased by 3.6% in order to pass along a 10% rate increase imposed by DWC at the beginning of that fiscal year

In order to address the expected increase of 90% over four years in the City of Chicago water rate and the need to pay back short-term borrowing of \$69 million due to its accounting and rate making errors, in the fall of 2011 DWC approved a series of rate increases. The first of these increases was 30%, which resulted in the Village needing to increase rates for 2012 by 11% in order to pass along this increased cost. The second of these increases was 20%, which resulted in the Village needing to increase rates for 2013 by 7.3% in order to pass along this increased cost. For 2014, we have received notice from the Du Page Water Commission of the third of these increases being imposed effective January 1, 2014 resulting in an increase of 18.0%, with the final increases of 17% being expected in 2015.

The third increase being implemented on January 1, 2014 is in the form of an increase in the Operation and Maintenance rate from \$3.32 per 1,000 gallons to \$3.97, an increase of \$0.65 per 1,000 gallons or 19.6%. The current fixed cost formula has not been changed, which amounts to approximately \$0.26 per 1,000 gallons. The resulting total rate of approximately \$4.23 is an increase of \$0.65 per 1,000 gallons or 18% overall, and will cost the Village of Hinsdale approximately \$598,000 additional per year. In order to pass this increase on to water customers, an increase of 7.9% in Hinsdale's rates is required. This will result in an average increase of \$13.10 in an average resident's bi-monthly water bill or \$78.59 per year.

The attached ordinance has been prepared for Village Board consideration to pass along the DWC cost increase. If the Board elects to pass on the increase, the following motion would be in order.

**MOTION:** To approve the Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates.

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:** At its January 13, 2014 meeting, the ACA Committee unanimously voted to recommend approval of the above motion.

**BOARD ACTION:**

VILLAGE OF HINSDALE

ORDINANCE NO. 02014-\_\_\_\_\_

AN ORDINANCE AMENDING SUBSECTION 7-4B-2(A)  
OF THE VILLAGE CODE OF HINSDALE  
REGARDING WATER RATES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interest of the Village to amend Subsection 7-4B-2(A) of the Village Code of Hinsdale related to water rates due to cost increases from the DuPage Water Commission.

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

Section 1. Recital. The foregoing recital is hereby incorporated into this Ordinance as a finding of the President and Board of Trustees.

Section 2. Amendment of Subsection 7-4B-2(A). Section 7-4B-2(A), titled "Water Rates," of the Village Code of Hinsdale is amended by deleting the overstricken words and adding the underlined words to read as follows:

**7-4B-2: WATER RATES:**

A. Water Sold: The following rates shall be paid for water service for meters read on or about June 1, 1991 and thereafter:

**WATER RATES**

**Bimonthly Minimum Charges**

\$25.48 ~~\$23.61~~ (net) and \$26.86 ~~\$24.89~~ (gross) for bimonthly usage in excess of 300 cubic feet for each 1,000 cubic feet

**Bimonthly Charges Rates**

\$76.40 ~~\$70.81~~ (net) and \$80.40 ~~\$74.51~~ (gross)

1. The minimum charges include only the first 300 cubic feet per month.

2. Gross rate applies after the due date stated on the water bill, which is approximately 30 days after the date of mailing.

3. The charges above include the five percent Village utility tax.

4. Water Customers Not Located Within the Village: Water customers not located within the corporate limits of the Village of Hinsdale shall be subject to a non-resident surcharge of 25% upon all water use charges.

5. Large Water Customers: A water customer whose aggregate annual water usage exceeds 2,000,000 cubic feet for all accounts in said customer's name shall be subject to a large user surcharge of 50%.

\* \* \* \*

Section 3. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof, shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of January 2014.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of January 2014.

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Thomas K. Cauley, Jr., Village President

ATTEST:

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Christine M. Bruton, Village Clerk

69.  
DATE January 6, 2014**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> ACA Committee	<b>ORIGINATING</b>
<b>SECTION NUMBER</b>	<b>DEPARTMENT</b> Parks and Recreation
<b>ITEM</b> Community Pool Fees	<b>APPROVED</b> Gina Hassett, Director of P&R

**COMMUNITY POOL FEES**

At the November Parks & Recreation meeting, the Commission reviewed the fee structure including daily and 10-visit pass rates. The table provides a summary for existing and proposed rates. The 2013 resident daily rates were \$7 for youth, which accounts for the majority of the daily admission and \$9 for adults. Non-residents daily rates were \$9 for youth and \$14 for adults. Attached is a summary of daily admission rates at similar facilities.

Daily Rate	Existing Rate	Proposed Rate
Resident Youth	\$7	\$8
Resident Adult	\$9	\$8
Non-resident Youth	\$9	\$12
Non-Resident Adult	\$14	\$12

The Parks and Recreation Commission unanimously approved a recommendation to the Administrative Community Affairs Committee to change the daily pool admission to a fee of \$8 for Residents and \$12 for Non-residents for the 2014 season.


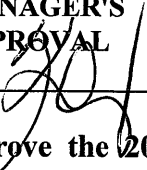
In addition to reviewing the daily admission fee rates, the 10-visit pass was also discussed. Since the Village began offering a 10-visit pass, it has been well received. The rate of the 10-visit pass is determined by the daily fee rate. Current rates for the 10-visit pass are \$60 for a youth and \$80 for an adult. As such, if the daily rates are changed it is recommended to amend the 10-visit pass rate to one rate of \$70. The impact on the budget would be neutral as the majority of 10-visit passes sold are youth passes.

The proposed fees are consistent with the 2014 rates that Clarendon Hills Park District has approved as indicated in the table on the attachment. The proposed rate changes would be budget neutral and keep the daily rates competitive in the local market. The Commission discussed membership rates but no recommendation was made regarding annual membership rates. The attachment provides a summary of daily fee pricing from surrounding communities along with a summary of daily fee and 10-visit pass revenue.

Should the Committee concur with the recommendation, the following motion would be appropriate:

**MOTION:** To recommend to the Board of Trustees to approve the 2014 Community Pool daily rates of \$8 for Residents and \$12 for Non-Residents and the fee of \$70 for the 10-visit pass.

**STAFF APPROVALS**

<b>Parks &amp; Recreation</b> <b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 
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**COMMITTEE ACTION:**

The Committee voted unanimously to recommend to the Board of Trustees to approve the 2014 Community Pool daily rates of \$8 for Residents and \$12 for Non-Residents and the fee of \$70 for the 10-visit pass.

**BOARD ACTION:**

### Daily Admission Fees

	Resident Adult	Resident Child	Resident Senior	Non-Resident Adult	Non-Resident Child	Non-Resident Senior
Village of Hinsdale	\$9.00	\$7.00	NA*	\$14.00	\$9.00	NA*
<b>Proposed 2014 Hinsdale</b>	<b>\$8.00</b>	<b>\$8.00</b>	<b>NA*</b>	<b>\$12.00</b>	<b>\$12.00</b>	<b>NA*</b>
<b>2014</b>						
<b>Clarendon Hills Park District</b>	<b>\$8.00</b>	<b>\$8.00</b>	<b>\$5.00</b>	<b>\$12.00</b>	<b>\$12.00</b>	<b>\$12.00</b>
Oak Brook Park District	\$10.00	\$6.00	\$6.00	\$12.00	\$8.00	\$8.00
Western Springs Service Club Pool	NA	NA	NA	NA	NA	NA
Wilmette Park District	\$8.25	\$8.25	\$8.25	\$18.00	\$18.00	\$18.00
Barrington Park District	\$7.00	\$5.00	\$4.00	\$10.00	\$8.00	\$7.00
Wheaton Park District	\$8.25	\$5.50	\$5.00	\$12.25	\$7.50	\$7.50
Elmhurst Park District	\$7.00	\$6.00	\$5.00	\$9.00	\$8.00	
Village of Palos Heights	\$8.00	\$6.00	\$6.00	\$8.00	\$6.00	\$6.00

\*Hinsdale does offer a discounted daily rate for Seniors.

### Daily Admission Summary

	2010			2011			2012			2013			2014		
Visit	Rates	Daily Visits	Revenue	Rates	Daily Visits	Revenue	Rates	Daily Visits	Revenue	Rates	Daily Visits	Revenue	Rates	Projected Revenue*	Difference
Child Resident	\$5	6857	\$34,285	\$7	2298	\$16,086	\$7	2358	\$16,506	\$7	2686	\$18,802	\$8	\$21,488	\$2,686
Adult Resident	\$8	1999	\$15,992	\$9	3006	\$27,054	\$9	3136	\$28,224	\$9	1375	\$12,375	\$8	\$11,000	-\$1,375
Child Non-Resident	\$8	156	\$1,248	\$9	1080	\$9,720	\$9	1177	\$10,593	\$9	523	\$4,707	\$12	\$6,276	\$1,569
Adult Non-Resident	\$12	156	\$1,872	\$14	957	\$13,398	\$14	991	\$13,874	\$14	439	\$6,146	\$12	\$5,268	-\$878
<b>TOTAL</b>			<b>\$54,735</b>			<b>\$64,340</b>			<b>\$67,069</b>			<b>\$42,030</b>		<b>\$44,032</b>	<b>\$2,002</b>

\*Projected revenue is based 2013 attendance

### 10-Visit Pass Revenue Summary Report

	2010	2011		2012		2013		2014
		Pass		Pass		Pass		Projected
		Sales	Revenue	Sales	Revenue	Sales	Revenue	Revenue
Adult 10 Visit Pass	NA	102	\$8,084	159	\$13,515	114	\$9,690	\$8,750
Child 10 Visit Pass	NA	122	\$7,346	187	\$11,220	139	\$8,340	\$10,430
Total 10-Visit Pass		224	\$15,430	346	\$24,735	253	\$18,030	\$19,180

Projected revenue is based on average of the past three years pass sales

6h.

DATE January 6, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> ACA Committee	<b>ORIGINATING</b>
<b>SECTION NUMBER</b>	<b>DEPARTMENT</b> Parks and Recreation
<b>ITEM</b> Community Pool Pump Repair	<b>APPROVED</b> Gina Hassett, Director of P&R

**COMMUNITY POOL PUMP REPAIRS**

The FY 2013-14 Budget includes \$20,000 for pump repairs to the Community Pool. There are four pumps at the pool. Maintenance is required on the pumps every six to seven years to extend the pump's service life. The last recorded maintenance on pumps 2 & 4 was completed in January of 2007, indicating that they are due for periodic service. Pumps 2 and 4 power the dive well and baby pool features which include the mushroom and water slide.

In December, a Request for Proposal (RFP) for this work was sent to seven contractors. Details of the RFP focus on removal of pumps, cleaning and replacement of functional parts, reinstalling of both pumps and testing of the pumps once the pools are operational.

As the attached tabulation reflects, four complete proposals were received and the lowest proposal was for \$15,986 from Illinois Pump Inc. The price is below budget and is likely the result of the proposal process. The Village has not had worked with Illinois Pump Repair. Staff has checked references which included the Batavia, Barrington, Skokie and Geneva Park Districts whom all had pool pump work performed and the feedback was favorable. If approved, repair on the pumps would begin in January and be reinstalled in the spring in time for the opening of the season.

Should the Committee concur with Staff's recommendation, the following motion would be appropriate:

**MOTION:** Recommend the Board of Trustees award a contract to Illinois Pump Inc. in the amount of \$15,986 for the repairs of pumps at the Community Pool.

**STAFF APPROVALS**

<b>Parks &amp; Recreation</b>				<b>MANAGER'S</b>
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>

**COMMITTEE ACTION:**

The Commission asked staff what vendors have been used in the past to service the pool pumps. Staff reported that Layne Western has serviced the pool pumps in the past and Municipal Well and Pump has serviced pumps for the Water Department.

**The Committee voted unanimously to recommend to the Board of Trustees to award a contract to Illinois Pump Inc. in the amount of \$15,986 for the repairs of pumps at the Community Pool.**

**BOARD ACTION:**




## Summary of Pool Pump Proposals

Contractor	Single Pump Repair	Repair to Pumps 2 & 4
Corrosion Fluid Corp.	declined proposal	declined proposal
Illinois Pump Inc.	\$8,750.00	\$15,986.00
Layne Western	\$9,922.50	\$19,845.00
Metropolitan Pump	declined full quote	declined full quote
Municipal Well & Pump	\$8,415.00	\$16,830.00
Superior Industrial Equipment	\$11,235.00	\$22,470.00
Thomas Pump Co.	partial quote only	partial quote only

DATE January 21, 2014

7a

<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

At the meeting of January 21, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:

**Motion:** To move approval and payment of the accounts payable for the period of January 04, 2014 through January 17, 2014 in the aggregate amount of \$911,124.50 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**STAFF APPROVALS**

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



**BOARD ACTION:**

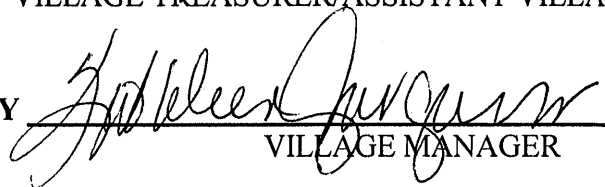
**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1557**

**FOR PERIOD January 08, 2014 through January 21, 2014**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$911,124.50 reviewed and approved by the below named officials.

APPROVED BY  DATE 1/16/14  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 1/16/14  
VILLAGE MANAGER

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

**Village of Hinsdale**  
**Warrant # 1557**  
**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	150,954.80	-	150,954.80
2003 G.O. Bonds	32752	200.00		200.00
2013A Bond Fund	32756	200.00		200.00
Capital Project Fund	45300	147,255.85		147,255.85
Water & Sewer Operation	61061	272,544.02		272,544.02
Water and Sewer Capital	61062	78,511.85		78,511.85
Escrow Funds	72100	50,473.00		50,473.00
Payroll revolving Fund	79000	10,843.12	200,141.86	210,984.98
<b>Total</b>		<b>710,982.64</b>	<b>200,141.86</b>	<b>911,124.50</b>

Run date: 16-JAN-14

Village of Hinsdale

Page: 1

## WARRANT REGISTER: 1557

DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>5 STAR SOCCER CAMPS, INC</b>			
179614	SOCCER	122713	\$896.00
Total for Check: 96681			\$896.00
<b>A BEEP LLC</b>			
179605	ANNUAL MAINTENANCE	2000-12/2013	\$2,000.00
Total for Check: 96682			\$2,000.00
<b>A/R CONCEPTS INC</b>			
179655	A/R FEES	22688-11/2013	\$226.88
Total for Check: 96683			\$226.88
<b>ADVENTIST HINSDALE HOSPIT</b>			
179626	ELECTRIC USAGE	003	\$291.12
Total for Check: 96684			\$291.12
<b>AIR ONE EQUIPMENT</b>			
179617	CYLINDER	92250	\$210.00
Total for Check: 96685			\$210.00
<b>ALEXANDER EQUIPMENT</b>			
179778	CHAIN SAW PARTS	98633	\$348.20
Total for Check: 96686			\$348.20
<b>AMALGAMATED BK OF CHICAGO</b>			
179806	BOND FEES	1853943001-12/13	\$400.00
179807	BOND FEES	1853729001-12/13	\$200.00
179808	BOND FEES	1853904008-12/13	\$200.00
Total for Check: 96687			\$800.00
<b>AMERICAN MESSAGING</b>			
179673	PAGERS	U11537100A	\$4.36
179673	PAGERS	U11537100A	\$37.36
179673	PAGERS	U11537100A	\$40.92
Total for Check: 96688			\$82.64
<b>ANDRES MEDICAL BILLING LT</b>			
179635	AMBULANCE FEES	132342	\$3,184.24
Total for Check: 96689			\$3,184.24
<b>ARAMARK UNIFORM SERVICES</b>			
179810	UNIFORMS	2078380256	\$32.41
179810	UNIFORMS	2078380256	\$74.47
179810	UNIFORMS	2078380256	\$42.02
179810	UNIFORMS	2078380256	\$33.18
179810	UNIFORMS	2078380256	\$32.92
179810	UNIFORMS	2078380256	\$12.07
179810	UNIFORMS	2078380256	\$49.47
Total for Check: 96690			\$276.54
<b>ASCAP</b>			
179674	ANNUAL LICENSE	500647118-01/14	\$330.00
Total for Check: 96691			\$330.00
<b>B &amp; R REPAIR INC</b>			
179628	BRAKE/DRUMS	W1044926	\$2,698.94
Total for Check: 96692			\$2,698.94
<b>BACKGROUNDS ONLINE</b>			
179658	BACKGROUND CHECKS	439085	\$80.50

## WARRANT REGISTER: 1557

DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 96693	\$80.50
BONO CSR KATHLEEN W.			
179775	HEARINGS	6346	\$276.00
		Total for Check: 96694	\$276.00
BUTTREY RENTAL SERVICE IN			
179657	LOGSPLITTER RENTAL	177459	\$134.58
		Total for Check: 96695	\$134.58
CASHIER BOILERS/ELEVATORS			
179647	BOILER INSPECTIONS	9508168	\$100.00
		Total for Check: 96696	\$100.00
CBC RESTUARANT CORP			
179665	EMERGENCY DINNERS	84022313500097	\$50.39
		Total for Check: 96697	\$50.39
CDW-GOVERNMENT INC.			
179691	OFFICE 2013	HX73112	\$243.04
		Total for Check: 96698	\$243.04
CHICAGOLAND PAVING			
179661	2013 RECONSTRUCTION	7	\$147,255.85
179661	2013 RECONSTRUCTION	7	\$43,924.30
179661	2013 RECONSTRUCTION	7	\$34,587.55
		Total for Check: 96699	\$225,767.70
CINTAS CORPORATION 769			
179632	RUGS TOWELS ETC	769336708	\$28.44
179632	RUGS TOWELS ETC	769336708	\$182.36
179671	RUGS TOWELS ETC	769340305	\$28.44
179671	RUGS TOWELS ETC	769340305	\$70.87
179671	RUGS TOWELS ETC	769340305	\$182.35
179781	RUGS TOWELS ETC	769343912	\$28.44
179781	RUGS TOWELS ETC	769343912	\$182.36
		Total for Check: 96700	\$703.26
CITYTECH USA			
179621	SALARY MEMBERSHIP	2077	\$390.00
		Total for Check: 96701	\$390.00
CKS BUILDERS			
179711	CONT BD/935 S STOUGH	21384	\$500.00
		Total for Check: 96702	\$500.00
COLLINS SARSFIELD			
179705	SITE MNGE/701 W CHICAGO	21280	\$3,000.00
		Total for Check: 96703	\$3,000.00
COLLINS SARSFIELD			
179708	SITE MNGE/701 W CHICAGO	21710	\$2,796.00
		Total for Check: 96704	\$2,796.00
COLLINS SARSFIELD			
179712	CONT BD/701 W CHICAGO	021279	\$10,000.00
		Total for Check: 96705	\$10,000.00
COMCAST			
179676	WP/PW CABLE	0037136-01/2014	\$67.48
179676	WP/PW CABLE	0037136-01/2014	\$67.47

## WARRANT REGISTER: 1557

DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
179697	VILLAGE HALL	0036757-01/14	\$189.66
179698	PD/FD	0036781-01/14	\$84.97
179698	PD/FD	0036781-01/14	\$84.98
179699	WP/PW	0036815-01/14	\$54.95
179699	WP/PW	0036815-01/14	\$54.95
179700	KLM LODGE	0036807-01/14	\$104.95
<b>Total for Check: 96706</b>			<b>\$709.41</b>
<b>COMED</b>			
179718	TRAFFIC SIGNALS	1653148069-11/13	\$35.07
<b>Total for Check: 96707</b>			<b>\$35.07</b>
<b>CONRAD POLYGRAPH, INC</b>			
179694	POLY EXAMS	1204	\$1,360.00
<b>Total for Check: 96708</b>			<b>\$1,360.00</b>
<b>CONSTELLATION NEWENERGY</b>			
179642	TRANSFORMER	0012813224-12/13	\$1,686.65
179645	STREET LIGHTS	0012797373-12/13	\$8,270.13
<b>Total for Check: 96709</b>			<b>\$9,956.78</b>
<b>CRITICAL REACH</b>			
179685	ANNUAL FEE	14227	\$265.00
<b>Total for Check: 96710</b>			<b>\$265.00</b>
<b>CURRENT TECHNOLOGIES</b>			
179684	TROUBLE SHOTTING COMPUTER	710734	\$33.75
179684	TROUBLE SHOTTING COMPUTER	710734	\$725.00
<b>Total for Check: 96711</b>			<b>\$758.75</b>
<b>DIRECT ADVANTAGE INC</b>			
179845	WEB SITE/MAGAZINES	1068	\$7,079.00
179846	WEB SITE/MAGAZINES	1070	\$4,592.00
<b>Total for Check: 96712</b>			<b>\$11,671.00</b>
<b>DRESCHER LANDSCAPING</b>			
179843	CONT BD/5599 S OAK	21576	\$500.00
<b>Total for Check: 96713</b>			<b>\$500.00</b>
<b>DUPAGE WATER COMMISSION</b>			
179716	WATER	10308	\$265,021.94
<b>Total for Check: 96714</b>			<b>\$265,021.94</b>
<b>ENVIRO-TEST/PERRY LABORAT</b>			
179682	LAB SERVICES	13129986	\$168.00
<b>Total for Check: 96715</b>			<b>\$168.00</b>
<b>FACTORY MOTOR PARTS CO</b>			
179664	AUTO PARTS	759128/945/76015	\$70.62
179664	AUTO PARTS	759128/945/76015	\$79.49
<b>Total for Check: 96716</b>			<b>\$150.11</b>
<b>FBI NATIONAL ACADEMY</b>			
179653	RENEWAL	62788	\$95.00
<b>Total for Check: 96717</b>			<b>\$95.00</b>
<b>FCWRD</b>			
179641	WATER	008919-12/2013	\$209.82
<b>Total for Check: 96718</b>			<b>\$209.82</b>
<b>FEDEX</b>			

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DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
179606	OVERNIGHT MAIL	250883907	\$110.98
179606	OVERNIGHT MAIL	250883907	\$33.85
179633	OVERNIGHT MAIL	250883907-1	\$20.60
Total for Check: 96719			\$165.43
<b>FIRE PROTECTION COMPANY</b>			
179777	SPRINKLER SERVICES	19462	\$1,284.85
179777	SPRINKLER SERVICES	19462	\$200.00
Total for Check: 96720			\$1,484.85
<b>FIRST COMMUNICATIONS, LLC</b>			
179654	TELEPHONE	12221041	\$319.02
179654	TELEPHONE	12221041	\$758.32
179654	TELEPHONE	12221041	\$441.47
179654	TELEPHONE	12221041	\$189.20
179654	TELEPHONE	12221041	\$109.90
179654	TELEPHONE	12221041	\$230.00
179654	TELEPHONE	12221041	\$62.60
Total for Check: 96721			\$2,110.51
<b>FUCHS &amp; ROSELLI, LTD</b>			
179785	LEGAL	130321	\$716.75
Total for Check: 96722			\$716.75
<b>FULLERS HOME &amp; HARDWARE</b>			
179688	ASST HARDWARE	164585	\$7.98
179688	ASST HARDWARE	164585	\$2.79
179688	ASST HARDWARE	164585	\$35.19
179688	ASST HARDWARE	164585	\$34.03
179688	ASST HARDWARE	164585	\$59.55
179688	ASST HARDWARE	164585	\$5.59
179688	ASST HARDWARE	164585	\$9.98
179688	ASST HARDWARE	164585	\$12.12
179688	ASST HARDWARE	164585	\$92.24
179688	ASST HARDWARE	164585	\$5.59
179688	ASST HARDWARE	164585	\$31.80
179688	ASST HARDWARE	164585	\$10.62
179688	ASST HARDWARE	164585	\$190.42
179721	DT SNOW PLOWING	164304	\$761.60
Total for Check: 96723			\$1,259.50
<b>FULLERS SERVICE CENTER IN</b>			
179631	CAR WASHES/REPAIRS	82450563584	\$425.80
Total for Check: 96724			\$425.80
<b>GALLS/QUARTERMASTER</b>			
179610	POUCHES	1359615	\$135.00
179610	POUCHES	1359615	\$12.78
179610	POUCHES	1359615	\$270.00
Total for Check: 96725			\$417.78
<b>GATEWAY SRA</b>			
179623	MEMBERSHIP CONTRIBUTION	3453835	\$34,538.35
Total for Check: 96726			\$34,538.35
<b>GLOBAL EMERGENCY PRODUCTS</b>			



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Village of Hinsdale

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## WARRANT REGISTER: 1557

DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
179627	WATER TANK	AG36900	\$420.24
179627	WATER TANK	AG36900	\$12.30
		<b>Total for Check: 96727</b>	<b>\$432.54</b>
<b>GRAINGER, INC.</b>			
179624	KEY SET	9328446522	\$33.44
		<b>Total for Check: 96728</b>	<b>\$33.44</b>
<b>HD SUPPLY WATERWORKS</b>			
179622	CLAMP	B839380	\$1,070.00
		<b>Total for Check: 96729</b>	<b>\$1,070.00</b>
<b>HOBBY LOBBY CORPORATE</b>			
179844	SUPPLIES	41424474	\$72.29
		<b>Total for Check: 96730</b>	<b>\$72.29</b>
<b>HOLLAND HARDWARE</b>			
179636	LAMP REPAIR	675739	\$24.26
		<b>Total for Check: 96731</b>	<b>\$24.26</b>
<b>IAEI</b>			
179666	CODE BOOK	62619	\$10.00
179680	ANNUAL MEETING	62617	\$200.00
		<b>Total for Check: 96732</b>	<b>\$210.00</b>
<b>ICE MOUNTAIN WATER</b>			
179779	REFRESHMENTS	03L0120706023	\$38.78
		<b>Total for Check: 96733</b>	<b>\$38.78</b>
<b>IFCA</b>			
179780	RENEWAL	14776	\$450.00
		<b>Total for Check: 96734</b>	<b>\$450.00</b>
<b>INDEECO</b>			
179648	SENSORS	500603	\$181.30
		<b>Total for Check: 96735</b>	<b>\$181.30</b>
<b>INTERNATIONAL EXTERMINATO</b>			
179669	EXT FEES	11484501	\$40.00
179669	EXT FEES	11484501	\$40.00
179669	EXT FEES	11484501	\$113.00
179669	EXT FEES	11484501	\$40.00
179669	EXT FEES	11484501	\$40.00
		<b>Total for Check: 96736</b>	<b>\$273.00</b>
<b>IPELRA</b>			
179637	SEMINAR	62787	\$180.00
		<b>Total for Check: 96737</b>	<b>\$180.00</b>
<b>J G UNIFORM &amp; CAREER</b>			
179634	VEST COVERS	32698	\$159.56
		<b>Total for Check: 96738</b>	<b>\$159.56</b>
<b>JAMES J BENES &amp; ASSOC INC</b>			
179683	PLAN REVIEW	7200	\$7,200.00
		<b>Total for Check: 96739</b>	<b>\$7,200.00</b>
<b>JOHNS, WILLIAM &amp; SHARON</b>			
179784	CONT BD/406 S GRANT	21578	\$500.00
		<b>Total for Check: 96740</b>	<b>\$500.00</b>
<b>KUCIK, MARK</b>			

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DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
179692	BOOTS	61993	\$100.00
Total for Check: 96741			\$100.00
<b>LEMONT POLICE DEPARTMENT</b>			
179607	RANGE FEE	450-12/2013	\$250.00
179607	RANGE FEE	450-12/2013	\$200.00
Total for Check: 96742			\$450.00
<b>LYNCH, CAROLYN</b>			
179704	SITE MNGE/341 S ELM	17014	\$3,077.00
Total for Check: 96743			\$3,077.00
<b>MINER ELECTRONICS</b>			
179611	CHANGE OVER NEW SQUADS	251801	\$3,786.80
179612	OVER RIDE SWITCH	252082	\$264.76
Total for Check: 96744			\$4,051.56
<b>MORTON SALT INC</b>			
179630	ROAD SALT	5400335297	\$6,450.34
179809	ROAD SALT	5400340414	\$9,353.46
Total for Check: 96745			\$15,803.80
<b>MOTOROLA</b>			
179660	ANTENAS	123724	\$144.00
Total for Check: 96746			\$144.00
<b>NAPA AUTO PARTS</b>			
179811	AUTO PARTS	286667	\$173.51
179811	AUTO PARTS	286667	\$135.48
179811	AUTO PARTS	286667	\$96.83
Total for Check: 96747			\$405.82
<b>NEXTEL/SPRINT</b>			
179638	CELL PHONES	977740515143	\$210.77
179638	CELL PHONES	977740515143	\$40.57
179638	CELL PHONES	977740515143	\$608.53
179638	CELL PHONES	977740515143	\$328.53
179638	CELL PHONES	977740515143	\$162.28
179638	CELL PHONES	977740515143	\$83.13
179638	CELL PHONES	977740515143	\$367.11
179638	CELL PHONES	977740515143	\$121.71
179638	CELL PHONES	977740515143	\$40.57
179638	CELL PHONES	977740515143	\$527.39
Total for Check: 96748			\$2,490.59
<b>NICOR GAS</b>			
179639	GENERATOR	3846601000-12/13	\$36.12
179639	GENERATOR	3846601000-12/13	\$36.11
179640	YOUTH CENTER	9007790000-12/13	\$408.59
179644	HUMANE SOCIETY	1207611000-12/13	\$401.95
179717	BURNSFIELD	1327011000-12/13	\$509.42
Total for Check: 96749			\$1,392.19
<b>NORTHEASTERN WISCONSIN</b>			
179701	RECERTIFICATION	62792	\$175.00
179702	RECERTIFICATION	62793	\$175.00
Total for Check: 96750			\$350.00

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DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>NORTHWESTERN U CTR FOR</b>			
179695	POLICE TRAINING	1800	\$1,800.00
		<b>Total for Check: 96751</b>	<b>\$1,800.00</b>
<b>NW 7686</b>			
179618	REPAIR BLDG GENERATOR	71193638	\$1,684.58
179618	REPAIR BLDG GENERATOR	71193638	\$1,684.58
		<b>Total for Check: 96752</b>	<b>\$3,369.16</b>
<b>OCCUPATIONAL HEALTH CTR</b>			
179619	DRUG TEST	1007839819	\$64.50
179619	DRUG TEST	1007839819	\$106.00
179619	DRUG TEST	1007839819	\$100.00
179659	PHYSICAL	1007872048	\$121.50
		<b>Total for Check: 96753</b>	<b>\$392.00</b>
<b>PACIFIC TELEMAGEMENT</b>			
179677	VEECK PK/PD PAY PHONES	601489	\$76.50
179677	VEECK PK/PD PAY PHONES	601489	\$76.50
		<b>Total for Check: 96754</b>	<b>\$153.00</b>
<b>PERSONNEL STRATEGIES LLC</b>			
179686	SERGEANT'S ASSESSMENT	6000	\$6,000.00
		<b>Total for Check: 96755</b>	<b>\$6,000.00</b>
<b>PIECZYNSKI, LINDA</b>			
179643	PROSECUTOR	6013	\$1,317.00
		<b>Total for Check: 96756</b>	<b>\$1,317.00</b>
<b>PLAY WELL TEKNOLOGIES</b>			
179774	CLASSES	DB4079	\$300.00
		<b>Total for Check: 96757</b>	<b>\$300.00</b>
<b>POO FREE PARKS</b>			
179652	GROUND MAINTENANCE	PFQ729	\$148.20
		<b>Total for Check: 96758</b>	<b>\$148.20</b>
<b>PRAXAIR DISTRIBUTION, INC</b>			
179615	CYLINDER	48126148	\$22.55
		<b>Total for Check: 96759</b>	<b>\$22.55</b>
<b>PROVEN BUSINESS SYSTEMS</b>			
179783	COPIER MAINTENANCE	175070	\$470.00
179783	COPIER MAINTENANCE	175070	\$235.00
179783	COPIER MAINTENANCE	175070	\$235.00
		<b>Total for Check: 96760</b>	<b>\$940.00</b>
<b>RAY, JOHN J</b>			
179714	CONT BD/307 S LINCOLN	20617	\$1,600.00
		<b>Total for Check: 96761</b>	<b>\$1,600.00</b>
<b>REGIONAL TRUCK EQUIPMENT</b>			
179649	SEAL KIT	185013	\$49.10
		<b>Total for Check: 96762</b>	<b>\$49.10</b>
<b>RELIABLE FIRE EQUIPMENT C</b>			
179625	INSPECTION	75920-12/13	\$155.00
		<b>Total for Check: 96763</b>	<b>\$155.00</b>
<b>ROOFING BY MATTHEWS</b>			
179710	CONT BD/48 S WASHINGTON	21614	\$500.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 96764	\$500.00
<b>RUTLEDGE PRINTING CO.</b>			
179679	BUSINESS CARDS	120002	\$98.94
		Total for Check: 96765	\$98.94
<b>SAMS CLUB #6384</b>			
179681	ASST SUPPLIES	928000-2	\$274.72
		Total for Check: 96766	\$274.72
<b>SECRETARY OF STATE</b>			
179651	SUSPENSION PROCESSING	62789	\$10.00
		Total for Check: 96767	\$10.00
<b>SERVICE FORMS &amp; GRAPHICS</b>			
179782	ENVELOPES	147181	\$694.00
		Total for Check: 96768	\$694.00
<b>SOMERSET DEVELOPMENT</b>			
179715	CONT BD/5601 S ELM	19650	\$10,000.00
		Total for Check: 96769	\$10,000.00
<b>SOMERSET DEVELOPMENT LLC</b>			
179707	SITE MNGE/5601 S ELM	19648	\$3,000.00
		Total for Check: 96770	\$3,000.00
<b>SOUTHWEST CENTRAL DISPATC</b>			
179672	FIRE DISPATCHING	101201166-01/14	\$5,601.65
		Total for Check: 96771	\$5,601.65
<b>STERLING CODIFIERS INC</b>			
179670	HOSTING FEES	14512	\$500.00
		Total for Check: 96772	\$500.00
<b>SUBURBAN BLDG OFF CONF</b>			
179656	RENEWAL	62618	\$75.00
		Total for Check: 96773	\$75.00
<b>SUBURBAN DOOR CHECK</b>			
179662	KEYS	443591	\$28.80
179663	KEYS	443587	\$193.00
		Total for Check: 96774	\$221.80
<b>SUBURBAN FAMILY MAGAZINE</b>			
179675	KLM AD	6869	\$400.00
		Total for Check: 96775	\$400.00
<b>SUBURBAN LABORATORIES, IN</b>			
179629	BY PRODUCTS	31880	\$100.00
179629	BY PRODUCTS	31880	\$315.00
179629	BY PRODUCTS	31880	\$1,150.00
		Total for Check: 96776	\$1,565.00
<b>TERRACE SUPPLY CO</b>			
179690	OXYGEN CYLINDER	70168071	\$115.81
		Total for Check: 96777	\$115.81
<b>THANGAMANI, DDS CARRIE</b>			
179678	PERMIT REFUND	R-128	\$180.00
		Total for Check: 96778	\$180.00
<b>THE HINSDALEAN</b>			
179608	SHOPPING	17438/17509	\$1,508.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
179776	PUBLIC NOTICES	31299/31384/85	\$393.60
		<b>Total for Check: 96779</b>	<b>\$1,901.60</b>
<b>TPI BLDG CODE CONSULTANT</b>			
179719	PLAN REVIEW	6709	\$9,867.38
		<b>Total for Check: 96780</b>	<b>\$9,867.38</b>
<b>UNITED STATES POSTAL SVC</b>			
179668	PERMIT #19	500-1/2014	\$500.00
		<b>Total for Check: 96781</b>	<b>\$500.00</b>
<b>US GAS</b>			
179616	OXYGEN	211488	\$31.72
		<b>Total for Check: 96782</b>	<b>\$31.72</b>
<b>USA BLUE BOOK</b>			
179693	NOT IN SERVICE BAGS	187132	\$240.53
		<b>Total for Check: 96783</b>	<b>\$240.53</b>
<b>VILLAGE OF HINSDALE-POLIC</b>			
179646	PETTY CASH	8113-12/2013	\$25.00
179646	PETTY CASH	8113-12/2013	\$56.13
		<b>Total for Check: 96784</b>	<b>\$81.13</b>
<b>WALSH, KATHLEEN</b>			
179709	CONT BD/401 CHANTICLEER L	21703	\$2,000.00
		<b>Total for Check: 96785</b>	<b>\$2,000.00</b>
<b>WAREHOUSE DIRECT INC</b>			
179609	FIRE OFFICE SUPPLIES	2182327	\$93.17
179613	PAPER GOODS	2171914	\$266.85
179613	PAPER GOODS	2171914	\$266.85
179613	PAPER GOODS	2171914	\$266.85
179620	PAPER PRODUCTS	2177779	\$84.11
179667	FIRE OFFICE SUPPLIES	2182327-1	\$22.80
179687	POLICE ORGANIZER	2173871	\$75.00
179687	POLICE ORGANIZER	2173871	\$375.97
179703	PENS	2186502	\$15.18
179842	OFFICE SUPPLIES	2187930	\$166.94
		<b>Total for Check: 96786</b>	<b>\$1,633.72</b>
<b>WHITNEY SIGNATURE HOMES</b>			
179706	SITE MNGE/610 N GRANT	21277	\$3,000.00
		<b>Total for Check: 96787</b>	<b>\$3,000.00</b>
<b>WHITNEY SIGNATURE HOMES</b>			
179713	CONT BD/610 N GRANT	21276	\$10,000.00
		<b>Total for Check: 96788</b>	<b>\$10,000.00</b>
<b>WILLOWBROOK/BURR RIDGE</b>			
179650	RENEWAL	62466	\$225.00
		<b>Total for Check: 96789</b>	<b>\$225.00</b>
<b>WIRFS INDUSTRIES, INC.</b>			
179804	FIRE TRUCK REPAIRS	30746	\$3,500.00
179805	FIRE TRUCK REPAIRS	30746-1	\$1,154.50
		<b>Total for Check: 96790</b>	<b>\$4,654.50</b>
<b>WODKA, MARK</b>			
179696	TRAINING	62795	\$25.00

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DATE: 01/21/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 96791</b>	<b>\$25.00</b>
<b>AFLAC-FLEXONE</b>			
179855	AFLAC OTHER	011714000000000	\$275.77
179856	ALFAC OTHER	011714000000000	\$258.19
179857	AFLAC SLAC	011714000000000	\$58.41
		<b>Total for Check: 96792</b>	<b>\$592.37</b>
<b>COLONIAL LIFE PROCESSING</b>			
179847	COLONIAL S L A C	011714000000000	\$74.75
179848	COLONIAL OTHER	011714000000000	\$27.63
		<b>Total for Check: 96793</b>	<b>\$102.38</b>
<b>I.U.O.E.LOCAL 150</b>			
179862	LOCAL 150 UNION DUES	011714000000000	\$860.85
		<b>Total for Check: 96794</b>	<b>\$860.85</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
179849	USCM/PEBS CO	011714000000000	\$1,655.00
179850	USCM/PEBS CO	011714000000000	\$43.46
		<b>Total for Check: 96795</b>	<b>\$1,698.46</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
179858	PEHP UNION 150	011714000000000	\$329.34
179859	PEHPPD	011714000000000	\$606.07
179860	PEHP REGULAR	011714000000000	\$1,991.37
		<b>Total for Check: 96796</b>	<b>\$2,926.78</b>
<b>STATE DISBURSEMENT UNIT</b>			
179861	CHILD SUPPORT	011714000000000	\$1,084.62
		<b>Total for Check: 96797</b>	<b>\$1,084.62</b>
<b>STATE DISBURSEMENT UNIT</b>			
179863	CHILD SUPPORT	011714000000000	\$313.21
		<b>Total for Check: 96798</b>	<b>\$313.21</b>
<b>STATE DISBURSEMENT UNIT</b>			
179864	CHILD SUPPORT	011714000000000	\$585.00
		<b>Total for Check: 96799</b>	<b>\$585.00</b>
<b>STATE DISBURSEMENT UNIT</b>			
179865	CHILD SUPPORT	011714000000000	\$230.77
		<b>Total for Check: 96800</b>	<b>\$230.77</b>
<b>STATE DISBURSEMENT UNIT</b>			
179866	CHILD SUPPORT	011714000000000	\$1,615.38
		<b>Total for Check: 96801</b>	<b>\$1,615.38</b>
<b>VILLAGE OF HINSDALE</b>			
179851	MEDICAL REIMBURSEMENT	011714000000000	\$358.34
179852	DEP CARE REIMBURSEMENT	011714000000000	\$41.67
179853	MEDICAL REIMBURSEMENT	011714000000000	\$387.46
179854	DEP CARE REIMB.F/P	011714000000000	\$45.83
		<b>Total for Check: 96802</b>	<b>\$833.30</b>

REPORT TOTAL \$710,982.64

END OF REPORT

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1557**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 1/17/2014	Village Payroll #02 - Calendar 2014	FWH	51,666.47
Electronic Federal Tax Payment Systems 1/17/2014	Village Payroll #02 - Calendar 2014	FICA/MCARE	39,332.86
Illinois Department of Revenue 1/17/2014	Village Payroll #02 - Calendar 2014	State Tax Withholding	17,936.44
ICMA - 457 Plans 1/17/2014	Village Payroll #02 - Calendar 2014	Employee Withholding	14,337.05
H SA PLAN CONTRIBUTION		Employee Withholding	2,381.62
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance December 2013		Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	74,487.42
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>200,141.86</b>

8a.

DATE: January 21, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Board of Trustees	<b>DEPARTMENT</b> Community Development
<b>ITEM</b> 2014 Roadway and Parking Facility Maintenance Project Design Engineer Contract Change	<b>APPROVAL</b> Daniel M. Deeter Village Engineer

Staff has been working with James J. Benes & Associates (Benes), the 2014 Resurfacing & Watermain Projects' design consultant, to consolidate Village infrastructure projects in order to reduce project costs. James J. Benes has provided a proposal for engineering services to incorporate the following budgeted projects into their current contract to design the 2014 Resurfacing & Watermain Projects:

- 2014 Maintenance (Resurfacing) Project (notably Walnut Street)
- 2013-14 Watermain Project (notably S. Garfield)
- Fifth & Grant Drainage Project, Phase 1 (through Robibins Park)
- Brook Park parking lot and walking trail resurfacing
- Village Parking Lot resurfacing
- Burlington Park Parking Lot resurfacing

The total budgeted cost for these projects and the 2014 Resurfacing & Watermain Projects is \$2,882,571. The Benes proposal results in an engineer cost (design and construction observation) of 9.2% of the overall budgeted cost. This is in line with our past engineering costs and is below the generally accepted rate of 12-15%. Considering the positive services that Benes has provided on this project to date and their excellent service during the 2012 Reconstruction and Resurfacing Projects, staff recommends approval of the engineering services contract change.

Approval of this revised contract will allow Benes to complete the construction documents immediately and begin the bidding process before the construction season (in February/March 2014) in order to secure competitive pricing and a prompt start to the 2014 construction.

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

**Motion: To Award the Engineering Services for the Design of the 2014 Roadway and Parking Facility Maintenance Project to James J. Benes & Associates, Inc. in the Amount Not to Exceed \$81,325.00.**

<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>				





**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

January 14, 2014

Mr. Daniel M. Deeter, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489

Re: Revised Engineering Proposal  
Village of Hinsdale – 2014 Roadway and Parking Facility Maintenance Project

Dear Dan:

We appreciate the opportunity to submit this revised proposal to perform engineering services related to the Village's 2014 Roadway Resurfacing, 2014 Roadway maintenance and Parking Lot Maintenance Projects. The scope of work shall include the preparation of Final Engineering Plans Specifications, Estimate by combining the existing Roadway Resurfacing PS&E with the recently identified Roadway Maintenance and Parking Facility Maintenance work and Construction Engineering Services has been updated to include six additional roadway segments and three parking areas. Our understanding of the objectives, the scope of the services to be provided, and our not-to-exceed cost to perform engineering and construction observation are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

**Project Understanding**

The Village of Hinsdale wishes to have final engineering prepared for the following segments of roadway:

- South Adams from Hinsdale Avenue to Fourth Street
- North Bruner from North End to North Street
- North Grant from Ogden Avenue to Center Street
- West Hickory from Adams Street to Madison Street
- North Lincoln from Pavement Change to Ayres Street
- S. Clay Street from Fourth Street to Sixth Street

The Village of Hinsdale wishes to have final engineering prepared for the following parking lot facilities:

- Brook Park Parking at the east end of Third Avenue (867sy)
- Brook Park Parking at the east end of Woodside Avenue. (800sy)
- Brook Park east Path (327sy)
- Village of Hinsdale parking lot north of Burlington between Lincoln and Washington Streets (7,000sy)

950 Warrenville Road, Suite 101  
Lisle, Illinois 60532

Tel. (630) 719-7570  
Fax (630) 719-7589

- Commuter Parking lot on Burlington between Garfield and Washington Streets (2,640sy)

The total length of roadway segments is approximately 4,222 feet with an average roadway width of 24.5 ft. edge to edge. Our preliminary estimated construction costs for these improvements is: Roadway \$290,000; Brook Park-Third Avenue \$24,000, Brook Park Woodside \$22,000, Brook Park Path \$9,000, Commuter Lot \$71,280 and Village Lot \$190,000.

In addition the Village requests to add the Sixth Street (Robbins Park) between S. Vine and S. Grant to the Resurfacing Program \$100,000.

The total amount of construction costs added is \$707,000.

The Village of Hinsdale 2014 Roadway Maintenance Project, Parking lot improvements and drainage improvements will achieve the following:

- Bituminous surface removal and replacement of various depths
- Adjustment or reconstruction of utility structures within the roadway and parking lots
- Removal and replacement of curb and gutter at locations where structural or drainage deficiencies exist
- Design and installation of ADA compliant access where existing access does not meet current ADA design criteria and standards.
- Provide relief sewer between Grant and S. Vine to improve the level of service on 5<sup>th</sup> Street.

The Final Engineering will:

- Coordinate the design proposed drainage solution with Village Staff, BNSF and Public Utility Companies.
- Perform a detailed survey in accordance with Village of Hinsdale Policies and Procedures outlined in the RFQ/P.
- Prepare Final Engineering Plans, Specifications and Estimate in accordance with Village of Hinsdale and IDOT Policies and Procedures in preparation for public bidding. Combining all work into one bid package.
- Prepare all permitting documents to construct the proposed improvement.

### **SCOPE OF SERVICES – FINAL ENGINEERING**

The following design services are proposed for the 2014 Roadway Maintenance Project.

#### **I. DESIGN ENGINEERING**

A. **Kick Off Meeting:**

We will attend a coordination meeting with the Village Staff at the onset of our work for the purpose of confirming the scope of the project and the anticipated schedule; review

study results that were completed in in the Study Phase; and to discuss any specific needs of the Village.

B. Utility Information:

The utility information that was obtained from utility companies (gas, electric, telephone, cable, etc.) previously will be used.

C. Field Survey:

We will perform a detailed topographic survey and field check of the areas of the proposed construction in accordance with the Village's policies and procedures to verify the existing conditions to be shown on the engineering plans.

D. Geotechnical and Environmental Investigations:

Soil borings are not contemplated at this time. Should soil boring data become necessary during the engineering we will submit a separate identifying the scope and cost of those services.

We will rely on previous environmental investigation by Huff and Huff Inc. And perform additional research as necessary to minimize Village exposure to unforeseen costly disposal of contaminated soil.

E. Base Plan Sheets:

The plan base sheets will be prepared and incorporate utility atlas information.

F. Design Parameters and Standards:

The following established design parameters and recommended standards will be confirmed or established:

- Horizontal and vertical alignments will remain similar to existing conditions.
- It is not anticipated that any significant amount of additional impervious area will be created and therefore, storm water detention is not anticipated to be required for this project.
- Any required Best Management Practices (BMPs), per the Storm Water Ordinance will be developed. The method of providing the required PCBMP's, including fee-in-lieu, will be established.
- The design standards (i.e. Village of Hinsdale, Illinois Standards for Water and Sewer, IDOT and DuPage County) will be utilized.

G. Sanitary Sewer Video:

No Sanitary sewer video is proposed.

H. Final Plans:

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes/Schedule of Quantities
- Summary of Quantities
- Alignment and Benchmarks
- Typical Sections
- Plan Sheets
- Drainage and Utility Plans
- Cross Sections

- Construction Details
- IDOT District One Details
- Standard Details

I. Specifications:

We will prepare contract documents in the Village format. If the Village is granted funds unknown at this time, the contract documents will additionally follow the required format. The documents will consist of references to applicable standard specifications, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

J. Estimates of Cost:

We will prepare cost estimates at 65% (preliminary), 95% (pre-final) and final plan completion.

K. Permitting:

We will prepare a BNSF Permit application and supporting documentation and submit to BNSF for processing if required.

L. Submittals:

We will submit plans, contract documents, and cost estimates at the 65% (preliminary), 95% (pre-final), and final completion stages. We will meet with the Village staff as needed to discuss review comments.

We will submit plans to the utility companies at the 95% (pre-final) completion stage, and will coordinate any conflicts.

### **CONSTRUCTION ENGINEERING SERVICES**

1. We will attend the pre-construction meeting with the Village and Contractor to review the project requirements, scheduling, sub-contractors, and other matters associated with the construction of the project. Electronic copies of the construction documents will be provided to the Village and contractor for use during construction of the improvement.
2. We will establish the limits of construction and will check the Contractor's layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines.

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
  - Expediting the work for the Contractor.
  - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
  5. Quality assurance testing and management will be provided for the hot mix asphalt construction as required. This work will be subcontracted and assumes only resurfacing pavement as required. If the Village determines that additional testing is required

additional material testing costs will be negotiated with Testing Service Corporation to be paid by the Village.

6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.
7. As-Built Drawings will be provided to the Village in autocad format upon completion. All construction document will be boxed and provided to the Village for its records.

H. Bidding:

We will assist the Village as needed in receiving bids for the construction. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc.

**KEY PERSONNEL**

The key personnel to be assigned to the drainage study will be as follows:

<b>PRINCIPAL:</b>	<b>Thomas Adomshick, P.E., PTOE</b> <b>President</b>
<b>PROJECT MANAGER:</b>	<b>Jeffery C. Ziegler</b> <b>Vice President</b>
<b>PROJECT ENGINEER:</b>	<b>Joshua D. Strait, P.E.</b> <b>Project Engineer</b>

The primary contacts for the project will be Jeffery Ziegler and Joshua Strait.

**COMPENSATION**

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The amount of the invoice will be determined as follows:

A. Direct Payroll:	Hours X Employee Hourly Rate
B. Expansion for Overhead & Payroll Burden	Direct Payroll X IDOT Rate (Current IDOT Rate is 144.61%)
C. Expansion for Professional Fee:	Item (A + B) X 15%
D. Direct Cost:	At Actual Cost
E. Total Invoice Amount:	Sum of Items A, B, C & D

The not-to-exceed cost for Final Engineering, including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$81,325

The not-to-exceed cost for Construction Engineering, including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs is \$177,069.

The above amounts shall not be exceeded unless there is a change in the scope, complexity or character of the services to be provided. Under these circumstances adjustments in the total compensation shall be determined through negotiation between us and the Village. The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

### **COMPLIANCE WITH RULES AND REGULATIONS**

We comply with the Illinois Fair Employment Practices Commission's Rules and Regulations, the Americans with Disabilities Act of 1990, Public Act 87-1257 regarding sexual harassment, all current OSHA rules and regulations, and the Federal Drug Free Work Place Act. We shall also comply with all laws of the United States, State of Illinois, and all ordinances and regulations of the Village of Hinsdale.

Respectfully Submitted,  
JAMES J. BENES AND ASSOCIATES, INC.

by:   
Jeffrey C. Ziegler  
Vice President

### **ACCEPTANCE**

If this proposal is acceptable to the Village of Hinsdale, please indicate your acceptance below and return one copy for our files.

Accepted for: \_\_\_\_\_

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

# ESTIMATE OF MANHOURS

## VILLAGE OF HINSDALE 2014 Roadway Maintenance Project

January 10, 2014

DESIGN									
CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	TOTAL PAY COST	DIRECT COST	TOTAL COST
FIELD SURVEY & BASE PLANS	1	0	4	0	280	285	\$20,015	\$0	\$20,015
PLAN SHEET PREPARATION									
1. Process Data Collection	0	0	2	0	24	26	\$1,864		\$1,864
2. Field Check, Limits, Addresses	0	0	4	24	0	28	\$2,061		\$2,061
3. Design Prints	0	0	0	1	0	1	\$69		\$69
4. Utility Correspondence	0	0	2	1	0	3	\$266		\$266
FINAL DESIGN									
1. Typical Sections	2	2	16	0	24	44	\$3,822	\$0	\$3,822
2. Plan Sheets	0	0	32	0	32	64	\$5,374	\$0	\$5,374
3. Structure Adjustment and Repairs	0	0	20	16	32	68	\$5,304	\$0	\$5,304
4. Curb Removal and Replacment	0	0	16	16	8	40	\$3,243	\$0	\$3,243
5. Pavement and Drive Patching	0	0	16	16	4	36	\$2,965	\$0	\$2,965
6. ADA Design and Details	0	0	24	0	16	40	\$3,475	\$0	\$3,475
6. Staff Coordination	8	8	12	0	0	28	\$3,499	\$0	\$3,499
COORDINATION / PERMITTING									
1. Utilities	0	0	4	0	4	8	\$672	\$0	\$672
2. BNSF / Metra	1	0	2	0	0	3	\$363	\$0	\$363
3. DuPage County	0	0	0	0	0	0	\$0	\$0	\$0
4. Geotechnical	0	2	0	0	0	2	\$248	\$10,500	\$10,748
5. Staff Coordination	8	8	8	0	16	40	\$4,217	\$0	\$4,217
SPECIFICATIONS	0	0	20	0	4	24	\$2,247	\$0	\$2,247
QC / QA	4	16	8	0	32	60	\$5,655	\$0	\$5,655
PRINTING, BIDDING & TABULATION	2	4	32	0	0	38	\$3,978	\$1,850	\$5,828
TOTALS	26	40	222	74	476	838	\$69,338	\$12,350	\$81,688

CONSTRUCTION									
CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	TOTAL PAY COST	DIRECT COST	TOTAL COST
CONSTRUCTION OBSERVATION									
1. Pre Construction	4	0	6	4	0	14	\$1,533	\$0	\$1,533
2. Observation (137 days)	12	0	1138	168	0	1318	\$125,707	\$0	\$125,707
3. Partial Estimates	0	0	16	16	0	32	\$2,687	\$0	\$2,687
4. Change Orders	4	0	16	16	0	36	\$3,351	\$0	\$3,351
5. Weekly Meetings	2	0	48	8	8	66	\$6,170	\$0	\$6,170
6. Punchlist	4	0	32	16	0	52	\$4,926	\$0	\$4,926
7. As-Built Plans	0	0	32	32	80	144	\$10,933	\$0	\$10,933
8. Final Quantities	4	0	32	32	0	68	\$6,038	\$0	\$6,038
9. Material Testing	2	0	4	0	0	6	\$726	\$15,000	\$15,726
TOTALS	32	0	1,324	292	88	1,736	\$162,069	\$15,000	\$177,069