

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
May 6, 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, May 6, 2014 at 7:30 p.m.

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

Absent: Trustees William Haarlow and Gerald J. Hughes

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of April 29, 2014, as presented.** Trustee LaPlaca seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Haarlow and Hughes

Motion carried.

PROCLAMATIONS

President Cauley read the Preservation Month and the Building Safety Month proclamations.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reminded all that the Village will continue to take comments on the Oak Street Bridge through May 15th.

Fire Chief Ronovsky reported on the 21st Annual Fallen Firefighters Memorial and Firefighter's Award Ceremony held in Springfield today. Hinsdale Firefighters recognized were Captain Dave DeWolf, Lieutenant Bill Claybrook and Firefighters Steve Tullis, Jim Nichols and Nick McDonough. The Firefighter Award of Excellence was awarded to Firefighters Don Newberry and Dan Majewski.

President Cauley reported the action taken today by the DuPage Mayors and Managers Conference Board of Directors approving conditional support of continuing the 5% State income tax rate. By way of background, he explained that municipalities receive a portion of the State's income tax from a local distribution fund based on population. For Hinsdale, this results to \$1.6 million per year or 8% of our general fund. This year, the Springfield leaders are using this for political purposes. Governor Quinn plans a permanent increase from 3% to 5% and is asking for local support, but if local governments don't support the proposal, their portion will be eliminated. If local governments support the bill, the State legislature will increase payments and will pay on time. President Cauley finds it hard to believe they would openly threaten mayors and finds this heavy handed tactic unacceptable. The Lisle Board of Trustees at their meeting last night said 'they are bullying us'. They feel if State leaders want our support, they should explain why they are in the mess they are in and how they plan to bring financial discipline to State government.

The Trustees spoke in support of President Cauley's remarks.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Recommended by Zoning & Public Safety Committee

- a) Ordinance Amending Sections 9-1-4 (Permit Fees) and 9-1-7 (Standards and Conditions Applicable to All Work) of the Village Code of Hinsdale Relative to Building Permit Fees, Terms and Extensions (Omnibus vote) (O2014-15)
- b) Approval of a Temporary Use at 336 E. Ogden Avenue for a Period 4/9/14 thru 10/31/14 Subject to Conditions to be Set Forth by the Building Commissioner (Omnibus vote)

- c) Renew a One Year Agreement to Prosecute Local Ordinance Violations with Ms. Linda Pieczynski (Omnibus vote)
- d) Approval to Purchase one (1) Ford Police Interceptor Utility Vehicle under the Terms of the Suburban Purchasing Cooperative from Currie Motors for \$26,615 (Omnibus vote)
- e) Ordinance Declaring Rescue Engine 1011 as Surplus after June 1, 2014 and Authorize the Village Manager to Sell it to Command Fire Apparatus of Lancaster, PA for \$44,000 (Omnibus vote) (O2014-17)

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

AYES: Trustees Elder, Angelo, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Haarlow and Hughes

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the Period of April 26, 2014 through May 2, 2014 in the aggregate amount of \$527,953.20 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Haarlow and Hughes

Motion carried.

Approval of an Ordinance Authorizing the Issuance of General Obligation Bonds (Sales Tax Alternate Revenue Source) of the Village of Hinsdale, DuPage and Cook Counties, Illinois, in the Aggregate Principal Amount of not to Exceed \$5,000,000 for Certain Public Infrastructure Projects, Including, but not Limited to, Acquiring and Constructing Improvements

to Municipal Roads and Streets, Access Roads, Bridges, and Sidewalks; Waste Disposal Systems; and Water and Sewer Line Extensions, Water Distribution and Purification Facilities, Storm Water Drainage and Retention Facilities, and Sewage Treatment Facilities within the Village

President Cauley introduced the item. Trustee LaPlaca moved **Approval of an Ordinance Authorizing the Issuance of General Obligation Bonds (Sales Tax Alternate Revenue Source) of the Village of Hinsdale, DuPage and Cook Counties, Illinois, in the Aggregate Principal Amount of not to Exceed \$5,000,000 for Certain Public Infrastructure Projects, Including, but not Limited to, Acquiring and Constructing Improvements to Municipal Roads and Streets, Access Roads, Bridges, and Sidewalks; Waste Disposal Systems; and Water and Sewer Line Extensions, Water Distribution and Purification Facilities, Storm Water Drainage and Retention Facilities, and Sewage Treatment Facilities within the Village.** (O2014-17) Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Haarlow and Hughes

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Trustee LaPlaca noted the next EPS meeting will be Monday, May 12th.

ZONING AND PUBLIC SAFETY

Trustee Saigh reminded all that the next ZPS meeting will be held one week earlier to accommodate the Memorial Day holiday.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

STAFF REPORTS

Fire Chief Ronovsky said the new fire engine is complete, ready for final inspection and should arrive the middle of May.

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 Saigh **moved to adjourn the regularly scheduled meeting of May 6, 2014.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Haarlow and Hughes

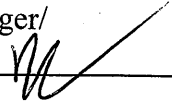
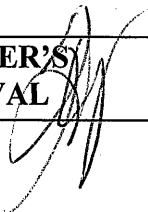
Motion carried.

Meeting adjourned at 7:54 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

6a.
DATE: May 20, 2014

REQUEST FOR BOARD ACTION


AGENDA SECTION NUMBER ACA		ORIGINATING DEPARTMENT Administration		
ITEM FY 2014-15 Blanket Purchase Orders		Darrell Langlois APPROVAL Assistant Village Manager/ Finance Director 		
<p>Attached for the Committee's review are requested Blanket Purchase Orders for Fiscal Year 2014-15 which would exceed the Village Manager's new purchasing authority (assuming adoption of new ordinance on May 20, 2014) of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made in order to streamline purchasing procedures for routine and proprietary items. The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the newly created Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of \$20,000 to these particular vendors in the next fiscal year.</p> <p>If the Board concurs, the following motion would be appropriate:</p> <p>Motion: To approve the attached list of blanket purchase orders for Fiscal Year 2014-2015 totaling \$707,942 and waiving the competitive bid requirements where applicable.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the ACA meeting on May 5, 2014 the Committee unanimously recommended approval.				
BOARD ACTION:				

**Village of Hinsdale
Blanket Purchase Orders
Fiscal Year 2014-15**

Vendor	Department	Description	Amount
Aptean	General Government	Financial Software	\$66,732
Third Millennium	General Government	Water Billing/Vehicle	\$20,000
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$90,000
T-2	Police	Data Processing	\$21,010
Quarry Materials	Public Services	Asphalt Materials	\$63,000
Suburban Tree Consortium	Public Services	Trees	\$34,000
State of Illinois Vendor	Public Services	Roadway Salt	\$75,500
James J Benes	Community Development	Engineering Plan Review	\$48,000
Hawkins	Recreation/Public Services	Pool/Veeck Park Chemicals	\$20,500
Five Star Soccer Camps	Recreation	Program Instruction	\$20,000
Hinsdale Soccer Academy	Recreation	Program Instruction	\$20,000
Illinois Girls Lacrosse Association	Recreation	Program Instruction	\$20,000
Institute of Basic Life Principals	Recreation	Brochure Printing	\$20,000
Kaleidoscope Center	Recreation	Children's Programs	\$20,000
Skyhawks	Recreation	Program Instruction	\$25,000
HD Supply Waterworks, LTD	Water O & M	Water Meters & Supplies	\$23,500
Ziebell Supply	Water O & M	Water Main Parts	\$43,000
Fuller's Hardware	All Departments	Supplies/Service	\$28,300
Aramark Uniforms	All Departments	Uniforms	\$20,600
Sprint/Nextel	All Departments	Cell Phones	\$28,800
Total			\$707,942

6b.

DATE: May 20, 2014**REQUEST FOR BOARD ACTION**

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Administration
ITEM To Award Bid Number 1562, Burlington Park Community Information Signs, to DeSign Group Signage in the Amount of \$53,120 to Provide Sign Fabrication and Installation Services	APPROVAL Timothy J. Scott, AICP, CNU-A  Director of Economic Development & Urban Design

Community information signs are part of a larger effort to enhance Burlington Park as a central gathering space and provide a more welcoming and formal entry into the central business district. Planned for the northeast and northwest corners of Burlington Park, the signs will feature three internally-illuminated 3' x 4' cabinets. These are intended to replace the vinyl banner system.

The design of the signs is compatible in appearance with other Economic Development Commission (EDC) projects of the recent past, including the historic downtown signs, business identification signs for Village Place at Hinsdale Avenue and First Street, the Washington Street shopper parking lot sign and accompanying business directory, and way-finding signs (with three near the York and Ogden intersection and one at Garfield and Walnut). Des Plaines-based DeSign Group Signage was the vendor for these projects.

The Fiscal Year 2014-15 Budget provides \$66,000 for Burlington Park community information signs. The scope of work for the bid award includes: installation of concrete foundations, installation of decorative metal poles, and fabrication and installation of sign cabinets. For this work, two submittals were received, namely, DeSign Group Signage for \$53,120 and Poblocki Sign Company for \$63,124.

The remaining funds in this budget item will be used to fund the cost of decorative poles and landscaping that are being provided by other vendors, with each individually under the \$10,000 budget threshold requiring Board approval. It is estimated that it will take a minimum of two months to fabricate the community information signs.

Should Village Trustees support awarding a contract to fabricate and install community information signs for Burlington Park, the following motion would be appropriate.

MOTION: To Award Bid Number 1562, Burlington Park Community Information Signs, to DeSign Group Signage in the Amount of \$53,120 to Provide Sign Fabrication and Installation Services

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: At their meeting on May 5, 2014, the ACA Committee unanimously approved the motion above.

BOARD ACTION:

60

DATE: May 20, 2014**REQUEST FOR BOARD ACTION**

AGENDA	ORIGINATING
SECTION NUMBER Board of Trustees Item	DEPARTMENT Community Development
ITEM 2015 Reconstruction Project Engineering Services	APPROVAL Daniel M. Deeter Village Engineer



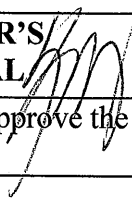
Request For Proposals (RFP) for engineering services (design and construction observation) for the 2015 Reconstruction Project were sent to eight engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 04/25/14 and the proposals received were evaluated against the RFP requirements. These consultants are: Bowman Consulting Group; Christopher B. Burke Engineering, Ltd.; ERA Consultants, Inc.; Hancock Engineering Company; HR Green, Inc.; James J. Benes & Associates, Inc.; Primera Engineers, Ltd.; and Rempe-Sharpe & Associates, Inc. All eight consultants provided proposals which are available electronically for the committee members. After reviewing the proposals, staff is recommending Bowman Consulting Group as the best qualified consultant to provide the design services. Total engineering services will cost \$222,300. The engineering budget for the 2015 Reconstruction is \$484,000.

The design phase and development of construction documents is anticipated to occur in 2014 with bidding for construction in the first quarter of 2015. Construction will begin in the Spring of 2015. The 2015 Reconstruction Project will be funded as part of the Master Infrastructure Plan (MIP) using Village and Motor Fuel Tax (MFT) funds. In addition to street improvements, the infrastructure improvements included in this project are:

Street	From	To	Infrastructure Improvements
• Ravine Road	Garfield	CLR	Sewer separation, water main
• Radcliff Way	Ravine	Hickory	Sanitary sewer
• Forest Road	The Lane	Hickory	Sewer separation, sanitary sewer
• Elm Street	Ravine	Hicory	Water main, sanitary sewer
• Oak Street	The Lane	Ravine	Sewer separation
• Mills Street	Minneola Street ROW		Water main

The project intent is to improve local streets, separate combined sewers to eliminate Sanitary Sewer Overflows (SSOs) in streets and basements, and reduce flooding in identified localized drainage areas at the intersection of Forest & Ravine as well as the 300-block of Ravine Road. The proposed storm sewer on Ravine will also provide an outlet for future public and private storm sewers to drain the localized drainage area in the backyards of the 300-block of Washington/Garfield.

Motion: To Award the Engineering Services for the Design of the 2015 Reconstruction Project to Bowman Consulting Group in the Amount Not to Exceed \$104,520.00.

APPROVAL	APPROVAL 	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the May 12 th EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

**Engineering Proposals
2015 Reconstruction Project
Hinsdale, IL**

RFP notice sent 04/07/14
Proposals Due: 04/25/14
Board of Trustees approval: 05/20/14

	Bowman Consulting Group	Christopher B. Burke Engineering	Engineering Resource Associates	Hancock Engineering	HR Green	James J. Benes & Associates	Primera Engineers	Rempe-Sharp & Associates	Maximum	Average	Minimum
Topographic Survey	\$ 12,000.00	\$ 15,000.00	\$ 10,640.00	\$ 20,240.00	\$ 12,775.00	\$ 16,589.00	\$ 36,600.00	\$ 27,237.00			
Design, Construction & Bid Document Prep	\$ 69,720.00	\$ 88,410.00	\$ 93,644.00	\$ 68,920.00	\$ 96,208.00	\$ 102,872.00	\$ 75,770.00	\$ 81,594.00			
Soil Borings	\$ 10,000.00			\$ 5,000.00	\$ 8,975.00	\$ 9,601.00	\$ 10,350.00	\$ 7,500.00			
Cost Estimates	\$ 12,000.00	\$ 2,064.00	\$ 5,044.00	\$ 8,940.00	\$ 3,040.00	\$ 10,898.00	\$ 15,000.00	\$ 2,700.00			
San. Sewer TV & Cleaning Bidding and Awarding Meetings	\$ 800.00		\$ 4,515.00			\$ 3,493.00	\$ 2,880.00				
Direct Costs	\$ 104,520.00	\$ 105,474.00	\$ 129,193.00	\$ 103,100.00	\$ 120,998.00	\$ 143,453.00	\$ 140,600.00	\$ 120,581.00	\$ 143,453	\$ 120,990	\$ 103,100
Total Hours	620	823	1,176		932	1,219		1,237	1,237	1,001	620
Pre-Con Services/Shop Drawings Rev. Construction Observation	\$ 108,780.00	\$ 3,196.00	\$ 1,886.00	\$ 131,200.00	\$ 118,402.00	\$ 2,860.00	\$ 73,050.00	\$ 107,666.00			
Material Testing	\$ 4,500.00	\$ 113,153.00	\$ 159,852.00	\$ 14,400.00	\$ 5,500.00	\$ 144,935.00	\$ 11,000.00	\$ 12,000.00			
Meetings		\$ 7,500.00	\$ 1,372.00			\$ 6,000.00					
Record Drawings			\$ 2,878.00								
Direct Costs	\$ 4,500.00		\$ 11,150.00		\$ 3,265.00	\$ 8,035.00					
Construction Observation Total	\$ 117,780.00	\$ 123,849.00	\$ 176,938.00	\$ 145,600.00	\$ 127,167.00	\$ 161,830.00	\$ 84,050.00	\$ 127,526.00	\$ 176,938	\$ 133,093	\$ 84,050
Total Cost	\$ 222,300.00	\$ 229,323.00	\$ 306,131.00	\$ 248,700.00	\$ 248,165.00	\$ 305,283.00	\$ 224,650.00	\$ 248,107.00	\$ 306,131	\$ 254,082	\$ 222,300
Total Constr. Hours	1,130	881	1,614		1,190	1,977		1,542	1,977	1,389	881

6d.

DATE: May 20, 2014**REQUEST FOR BOARD ACTION**

AGENDA	ORIGINATING
SECTION NUMBER Board of Trustees Item	DEPARTMENT Community Development
ITEM 2015 Resurfacing Project Engineering Services	APPROVAL Daniel M. Deeter Village Engineer



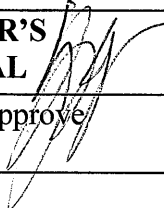
Request For Proposals (RFP) for engineering services (design and construction observation) for the 2015 Resurfacing Project were sent to eight engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 04/25/14 and the proposals received were evaluated against the RFP requirements. These consultants are: Bowman Consulting Group; Christopher B. Burke Engineering, Ltd.; ERA Consultants, Inc.; Hancock Engineering Company; HR Green, Inc.; James J. Benes & Associates, Inc.; Primera Engineers, Ltd.; and Rempe-Sharpe & Associates, Inc. All eight consultants provided proposals which are available electronically for the committee members. After reviewing the proposals, staff is recommending Christopher B. Burke Engineering, Inc. as the best qualified consultant to provide the design services. Total engineering services will cost \$110,538.00. The engineering budget for the 2015 Resurfacing is \$240,000.

The design phase and development of construction documents is anticipated to occur in 2014 with bidding for construction in the first quarter of 2015. Construction will begin in the Spring of 2015. The 2015 Resurfacing Project will be funded as part of the Master Infrastructure Plan (MIP) using Village funds. In addition to street improvements, the infrastructure improvements included in this project are:

Street	From	To	Infrastructure Improvements
• Lincoln Street	North	Hinsdale Ave.	Water main
• Stough Street	Quincy	Chestnut	Sanitary Sewer
• Second Street	Monroe	Vine	Water main, sanitary sewer

The project intent is to improve local streets, water mains, and sanitary sewers.

Motion: To Award the Engineering Services for the Design of the 2015 Resurfacing Project to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$44,682.00.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the May 12 th EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

**Engineering Proposals
2015 Resurfacing Project
Hinsdale, IL**

RFP notice sent 04/07/14
Proposals Due: 04/25/14
Board of Trustees approval: 05/20/14

	Bowman Consulting Group	Christopher B. Burke Engineering	Engineering Resource Associates	Hancock Engineering	HR Green	James J. Benes & Associates	Primera Engineers	Rempe-Sharpe & Associates	Maximum	Average	Minimum
Topographic Survey	\$ 14,000.00		\$ 16,475.00	\$ 6,100.00	\$ 7,750.00	\$ 12,835.00	\$ 18,700.00	\$ 16,989.00			
Design, Construction & Bid	\$ 32,200.00	\$ 33,358.00	\$ 43,695.00	\$ 53,235.00	\$ 35,490.00	\$ 48,036.00	\$ 28,760.00	\$ 47,133.00			
Document Prep											
Soil Borings	\$ 9,000.00	\$ 4,300.00	\$ 8,000.00	\$ 5,000.00	\$ 6,500.00	\$ 4,601.00	\$ 6,500.00	\$ 5,000.00			
Cost Estimates											
San. Sewer TV & Cleaning	\$ 7,000.00	\$ 4,660.00	\$ 5,000.00	\$ 6,400.00	\$ 3,705.00	\$ 5,078.00	\$ 5,650.00				
Bidding and Awarding		\$ 2,064.00	\$ 5,044.00			\$ 3,493.00					
Meetings							\$ 2,890.00				
Direct Costs	\$ 600.00	\$ 300.00	\$ 500.00								
Design Total	\$ 62,800.00	\$ 44,682.00	\$ 78,714.00	\$ 70,735.00	\$ 53,445.00	\$ 74,044.00	\$ 62,500.00	\$ 72,411.03	\$ 78,714	\$ 64,916	\$ 44,682
Total Hours	290	256	723		378	589		718	723	492	256
Pre-Con Services/Shop Drawings Rev.											
Construction Observation	\$ 64,600.00	\$ 3,096.00	\$ 1,378.00	\$ 78,200.00	\$ 55,700.00	\$ 826.00	\$ 48,500.00	\$ 96,314.00			
Material Testing	\$ 3,500.00	\$ 5,180.00	\$ 55,958.00	\$ 7,400.00	\$ 1,500.00	\$ 67,896.00	\$ 4,500.00	\$ 7,500.00			
Meetings		\$ 5,000.00	\$ 6,418.00								
Record Drawings		\$ 2,442.00	\$ 2,442.00								
Direct Costs	\$ 3,000.00	\$ 2,580.00	\$ 6,653.00		\$ 760.00	\$ 5,848.00					
Construction Observation Total	\$ 71,100.00	\$ 65,856.00	\$ 74,849.00	\$ 85,600.00	\$ 57,960.00	\$ 74,570.00	\$ 53,000.00	\$ 108,753.77	\$ 108,754	\$ 73,961	\$ 53,000
Total Cost	\$ 133,900.00	\$ 110,538.00	\$ 153,563.00	\$ 156,335.00	\$ 111,405.00	\$ 148,614.00	\$ 115,500.00	\$ 181,164.80	\$ 181,165	\$ 138,877	\$ 110,538
Total Constr. Hours	720	464	759		546	881		1,380	1,380	792	464

be.

DATE: May 20, 2014

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT Public Services
ITEM Vactor Debris Box Repairs	APPROVAL

The 2014-15 Budget includes \$65,000 funding in Water & Sewer Services account #6102-7918 to provide for the replacement of a debris box for a 1996 Vactor. As you may recall, the Village solicited quotes for the refurbishment of this item and received approval for repairs during the December 2013 EPS meeting which included sandblasting, metal repairs, and lining of the tank. The sandblasting is completed to remove rust and dirt which allows for a clean surface to weld patch sections of steel. During this process, staff from EJ Equipment contacted Public Services staff due to the condition of the tank after an area of sandblasting was completed. There were many holes which became evident after the rust was blasted away as well as a very small amount of steel to weld to after the process which resulted in basically no viable steel to weld the patch sections to. Public Services staff received pictures and physically inspected the debris box, at which time instructed EJ Equipment to discontinue any further work. The debris box will not be able to be patched and lined as originally planned due to the extensive rust damage already incurred.

After reviewing the condition of the debris box, staff re-budgeted the item for FY 2014-15 and continued receiving alternative options for repair which included the replacement of the debris box. Staff requested updated quotes for a new Vactor debris box from three local vendors. Staff did not conduct the competitive bid process on the replacement as the debris box is a specialty item which is manufactured by a single source supplier (Vactor Manufacturing). Public Services staff respectfully requests permission from the Board to waive the competitive bidding process for the new Vactor debris box. Quotes received are listed below and included in the packet.

R.N.O.W., Inc.	\$57,995.00
Standard Equipment Co.	\$60,762.99 plus freight
EJ Equipment, Inc.	\$72,872.85 plus freight

There will be no adverse budget impact. A preliminary budget savings of \$7,005 will be attained if the low quote is approved for the debris box replacement.

MOTION: Waive the competitive bidding process and approve the issuance of a purchase order for R.N.O.W., Inc. in the amount of \$57,995 for the replacement of the debris tank on a 1996 Vactor.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Quote Number: e2014-971
Quote Date: May 6, 2014
Page: 1

Voice: 414-541-5700
Fax: 414-543-9797

Quoted To:

VILLAGE OF HINSDALE
19 E. CHICAGO AVENUE
HINSDALE, IL 60521
U.S.A.

Accepted By:

Sign above to accept quotation and place order

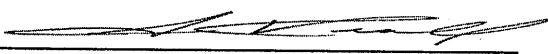
Customer Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
HINSDALE IL VILLAGE	6/5/14	Net 30 Days	KJW

Quantity	Item	Description	Unit Price	Amount
1.00	LABOR	- Pick up Vactor VIN 1HTGCAAT4VH4448223 SERIAL # 96-09-5936 MODEL #2112-P4-CIB	57,995.00	57,995.00
1.00	LABOR	- Remove existing Vactor tank from chassis. - Cut parts from old body: including pivots, the rear door, rear door hinges, & cylinder mount.		
1.00	LABOR	- Reinstall components to new body shell. - Reinstall new body on to chassis - Prime and Paint to Match		
1.00	LABOR	- Return truck to customer location in Hinsdale, IL Please have truck full of fuel and fluids and tires checked prior to shipment.		

Thank you for the opportunity to quote



SUBMITTED BY


Steven D. Krall
President

Subtotal	57,995.00
Sales Tax	
Freight	
TOTAL	57,995.00

DATE May 20, 2014

7a.

AGENDA SECTION <div style="text-align: center;">ACA</div>	ORIGINATING DEPARTMENT <div style="text-align: center;">Finance</div>			
ITEM <div style="text-align: center;">Accounts Payable</div>	<div style="text-align: right;">Darrell Langlois </div> APPROVED Assistant Village Manager/Director of Finance			
<p>At the meeting of May 20, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of May 03, 2014 through May 16, 2014 in the aggregate amount of <u>\$1,651,869.23</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1565

FOR PERIOD May 02, 2014 through May 16, 2014

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,651,869.23 reviewed and approved by the below named officials.

APPROVED BY  DATE 5/14/14
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 5/15/14
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1565
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	683,613.39	-	683,613.39
Capital Project Fund	45300	123,962.04		123,962.04
2009 Limited Source Bonds	32754	33,253.75		33,253.75
2012A Bond Fund	32755	51,731.25		51,731.25
2013A Bond Fund	32756	29,791.25		29,791.25
Water & Sewer Operation	61061	436,826.96		436,826.96
Water & Sewer Capital	61062	12,157.28		12,157.28
W/S 2008 Bond	61064	50,959.38		12,157.28
Payroll Revolving Fund	79000	34,263.74	181,448.19	12,157.28
Library Operations	99000	12.00		12,157.28
Escrow Funds	72100	13,850.00		13,850.00
Total		1,470,421.04	181,448.19	1,651,869.23

Run date: 14-MAY-14

Village of Hinsdale

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DATE: 05/20/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
182211	ALFAC OTHER	050914000000000	\$258.19
182212	AFLAC OTHER	050914000000000	\$275.77
182213	AFLAC SLAC	050914000000000	\$58.41
Total for Check: 97904			\$592.37
BLITT & GAINES, P.C.			
182224	GARNISHMENT	050914000000000	\$362.12
Total for Check: 97905			\$362.12
COLONIAL LIFE PROCESSING			
182201	COLONIAL S L A C	050914000000000	\$97.06
182202	COLONIAL OTHER	050914000000000	\$27.63
Total for Check: 97906			\$124.69
I.U.O.E.LOCAL 150			
182219	LOCAL 150 UNION DUES	050914000000000	\$765.35
Total for Check: 97907			\$765.35
ILLINOIS FRATERNAL ORDER			
182204	UNION DUES	050914000000000	\$731.00
Total for Check: 97908			\$731.00
NATIONWIDE RETIREMENT SOL			
182205	USCM/PEBSO	050914000000000	\$39.26
182206	USCM/PEBSO	050914000000000	\$1,655.00
Total for Check: 97909			\$1,694.26
NATIONWIDE TRUST CO.FSB			
182214	PEHP UNION 150	050914000000000	\$294.65
182215	PEHP REGULAR	050914000000000	\$2,052.56
182216	ACCRUED SK PEHP BONUS	050914000000000	\$21,961.27
182217	PEHPPD	050914000000000	\$560.19
Total for Check: 97910			\$24,868.67
NCPERS GRP LIFE INS#3105			
182203	LIFE INS	050914000000000	\$288.00
Total for Check: 97911			\$288.00
STATE DISBURSEMENT UNIT			
182218	CHILD SUPPORT	050914000000000	\$1,084.62
Total for Check: 97912			\$1,084.62
STATE DISBURSEMENT UNIT			
182220	CHILD SUPPORT	050914000000000	\$313.21
Total for Check: 97913			\$313.21
STATE DISBURSEMENT UNIT			
182221	CHILD SUPPORT	050914000000000	\$585.00
Total for Check: 97914			\$585.00
STATE DISBURSEMENT UNIT			
182222	CHILD SUPPORT	050914000000000	\$230.77
Total for Check: 97915			\$230.77
STATE DISBURSEMENT UNIT			
182223	CHILD SUPPORT	050914000000000	\$1,615.38
Total for Check: 97916			\$1,615.38
STATE DISBURSEMENT UNIT			
182225	CHILD SUPPORT	050914000000000	\$175.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 97917	\$175.00
VILLAGE OF HINSDALE			
182207	MEDICAL REIMBURSEMENT	050914000000000	\$358.34
182208	DEP CARE REIMB.F/P	050914000000000	\$45.83
182209	MEDICAL REIMBURSEMENT	050914000000000	\$387.46
182210	DEP CARE REIMBURSEMENT	050914000000000	\$41.67
		Total for Check: 97918	\$833.30
A M LEONARD			
182449	WATER TIMERS	C114069998/SO140	\$519.92
182449	WATER TIMERS	C114069998/SO140	\$112.75
182449	WATER TIMERS	C114069998/SO140	\$268.30
		Total for Check: 97919	\$900.97
ABC COMMERCIAL MAINT SERV			
182334	KLM LODGE	079	\$780.00
		Total for Check: 97920	\$780.00
ADVANTAGE CHEVROLET			
182337	MODULE	320408	\$169.21
		Total for Check: 97921	\$169.21
AIR ONE EQUIPMENT			
182441	EQUIPMENT	93042	\$336.00
		Total for Check: 97922	\$336.00
ALL CLEANERS			
182413	CUSTODIAL SERVICES	043014	\$1,530.00
182413	CUSTODIAL SERVICES	043014	\$1,345.00
182413	CUSTODIAL SERVICES	043014	\$1,351.00
182413	CUSTODIAL SERVICES	043014	\$600.00
182413	CUSTODIAL SERVICES	043014	\$540.00
		Total for Check: 97923	\$5,366.00
ALLETTO, FRANK J			
182393	SUMMER CAMP	62477	\$200.00
		Total for Check: 97924	\$200.00
AMALGAMATED BK OF CHICAGO			
182380	BOND INTEREST	5164-05/14	\$27,606.25
182381	BOND INTEREST	4992-05/14	\$51,731.25
182382	BOND INTEREST	3962-05/14	\$33,253.75
182383	BOND INTEREST	3943-05/14	\$50,959.38
182384	BOND INTEREST	3904-05/14	\$2,185.00
		Total for Check: 97925	\$165,735.63
AMERICAN MESSAGING			
182303	PAGERS	U11537100E	\$80.08
182303	PAGERS	U11537100E	\$18.32
		Total for Check: 97926	\$98.40
AMERICAN UNDERGROUND INC			
182408	SEWER CLEANING	7735	\$2,760.00
182408	SEWER CLEANING	7735	\$1,756.19
		Total for Check: 97927	\$4,516.19
ANDRES MEDICAL BILLING LT			
182270	MONTHLY FEES	133084	\$2,172.81

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 97928	\$2,172.81
APTEAN, INC.			
182277	LICENSES	R1710904	\$2,233.88
		Total for Check: 97929	\$2,233.88
ARAMARK UNIFORM SERVICES			
182424	UNIFORMS	2078542672	\$34.14
182424	UNIFORMS	2078542672	\$108.26
182424	UNIFORMS	2078542672	\$22.69
182424	UNIFORMS	2078542672	\$34.07
182424	UNIFORMS	2078542672	\$32.12
182424	UNIFORMS	2078542672	\$56.49
		Total for Check: 97930	\$287.77
ATLAS BOBCAT LLC			
182265	GASKETS	BA3737	\$67.12
		Total for Check: 97931	\$67.12
BACKFLOW SOLUTIONS INC			
182320	ANNUAL BACKFLOW MGMT FEE	2209	\$495.00
		Total for Check: 97932	\$495.00
BACKGROUNDS ONLINE			
182354	BACKGROUND CHECKS	441332	\$171.95
		Total for Check: 97933	\$171.95
BEACON SSI INCORPORATED			
182280	INSTALL GASBOY RPT SYSTEM	72290	\$560.75
		Total for Check: 97934	\$560.75
BHFX DIGITAL IMAGING			
182261	COPIER OVERAGE	160054	\$18.62
		Total for Check: 97935	\$18.62
BINNYS BEVERAGE DEPOT			
182274	REFRESHMENTS KLM LODGE	602757	\$233.26
		Total for Check: 97936	\$233.26
BLUE CROSS BLUE SHIELD			
182454	REFUND	131584	\$699.20
		Total for Check: 97937	\$699.20
BOULT, JAMES			
182278	OVERPAID STICKER	8361	\$15.00
		Total for Check: 97938	\$15.00
BRETT EQUIPMENT			
182355	BULBS	234880	\$84.58
182356	BULBS	235042	\$62.21
		Total for Check: 97939	\$146.79
BRIAN WISMER ENTERTAINMEN			
182309	LUNCH ON THE LAWN	62474	\$247.50
		Total for Check: 97940	\$247.50
BUILDING RESOURCES GROUP			
182247	CONT BD/614 S WASHINGTON	21798	\$850.00
		Total for Check: 97941	\$850.00
BUTTREY RENTAL SERVICE IN			
182395	TOOTH BUCKET	183076	\$35.08

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 97942	\$35.08
C.A. BENSON & ASSOCIATES			
182341	ALLY APPRAISAL	45000	\$450.00
		Total for Check: 97943	\$450.00
CCP INDUSTRIES INC			
182253	GLOVES	1267284	\$211.00
		Total for Check: 97944	\$211.00
CDW-GOVERNMENT INC.			
182348	GASBOY	LJ73191	\$636.99
182386	TRIPP LITE	LQ71591	\$219.38
182387	SWITCH	LP07362	\$38.01
182435	CAMERA BAG	LR02271	\$77.31
182440	DESK TOP	LR28417	\$913.00
182440	DESK TOP	LR28417	\$176.55
		Total for Check: 97945	\$2,061.24
CHICAGO TRIBUNE SUBSCRIPT			
182425	RENEWAL	20097644-05/14	\$81.25
		Total for Check: 97946	\$81.25
CHICAGOLAND CIRCULATION			
182279	SUMMER BROCHURES	1212	\$1,006.50
		Total for Check: 97947	\$1,006.50
CHICAGOLAND PAVING			
182347	2013 RECONSTRUCTION	8	\$20,926.45
182347	2013 RECONSTRUCTION	8	\$6,242.06
182347	2013 RECONSTRUCTION	8	\$4,915.22
		Total for Check: 97948	\$32,083.73
CHRISTOPHER B BURKE			
182340	DRAINAGE DESIGN	115809	\$2,314.00
182444	MADISON DRAINAGE	115773	\$1,384.00
		Total for Check: 97949	\$3,698.00
CINTAS CORPORATION 769			
182299	RUGS TOWELS ETC	769405506	\$28.44
182299	RUGS TOWELS ETC	769405506	\$70.86
182299	RUGS TOWELS ETC	769405506	\$169.00
182332	RUGS TOWELS ETC	769401990	\$28.44
182332	RUGS TOWELS ETC	769401990	\$182.36
		Total for Check: 97950	\$479.10
CLARK BAIRD SMITH LLP			
182357	LEGAL SERVICES	0012929	\$4,356.25
		Total for Check: 97951	\$4,356.25
CODE ENFORCEMENT			
182292	CODE	18000	\$180.00
		Total for Check: 97952	\$180.00
COMCAST			
182311	POOL	0037136-05/2014	\$134.95
182312	PW/WP	0036815-05/2014	\$59.70
182312	PW/WP	0036815-05/2014	\$59.70
182313	KLM	0036807-05/2014	\$52.43

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
182314	VILLAGE HALL	0036757-05/2014	\$204.35
182315	PD & FD	0036781-05/2014	\$77.08
182315	PD & FD	0036781-05/2014	\$77.08
Total for Check: 97953			\$665.29
COMED			
182285	FOUNTAIN	0471095066-04/14	\$66.50
182286	TRAFFIC SIGNALS	1653148069-04/14	\$69.76
182287	NS CBQ RR	7011157008-04/14	\$52.11
182288	YOUTH CENTER	0795341007-04/14	\$19.51
Total for Check: 97954			\$207.88
COMMERCIAL COFFEE SERVICE			
182298	COFFEE SUPPLIES	123999	\$85.00
Total for Check: 97955			\$85.00
CONSTELLATION NEWENERGY			
182289	STOUGH ST LIGHTS	1653148050-04/14	\$7,949.75
Total for Check: 97956			\$7,949.75
COOK COUNTY TREASURER			
182358	TRAFFIC SIGNAL	20141	\$24.00
Total for Check: 97957			\$24.00
COUGHLIN, MICHAEL			
182293	EIMBURSEMENT	63123	\$52.57
Total for Check: 97958			\$52.57
COURTNEYS SAFETY LANE			
182290	SAFETY INSPECTIONS	060375	\$35.00
182291	SAFETY INSPECTIONS	060352	\$35.00
Total for Check: 97959			\$70.00
DANMAR			
182284	PAINT DAN'S OFFICE	18230	\$250.00
Total for Check: 97960			\$250.00
DAVE SOLTWISCH PLUMBING			
182363	EAST PATIO REPAIRS	46970	\$15,365.00
182433	REPAIRS	46958	\$200.00
Total for Check: 97961			\$15,565.00
DEJANA INDUSTRIES INC.			
182407	STREET SWEEPING	48098	\$793.80
Total for Check: 97962			\$793.80
DUPAGE COUNTY COLLECTOR			
182390	1ST INSTALLMENTS	0912129014-05/14	\$4,735.26
Total for Check: 97963			\$4,735.26
DUPAGE COUNTY FIRE			
182319	BADGE #112	63159	\$59.50
Total for Check: 97964			\$59.50
DUPAGE COUNTY TREASURER			
182385	TRANSACTION FEES	2978	\$6.66
Total for Check: 97965			\$6.66
DUPAGE TOPSOIL, INC.			
182233	TOP SOIL	038297	\$630.00
Total for Check: 97966			\$630.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DUPAGE WATER COMMISSION			
182266	WATER	10446	\$313,504.15
		Total for Check: 97967	\$313,504.15
EAGLE UNIFORMS INC			
182228	UNIFORMS	229670	\$47.00
182377	UNIFORMS	230791/751	\$105.50
182377	UNIFORMS	230791/751	\$277.00
		Total for Check: 97968	\$429.50
FACTORY MOTOR PARTS CO			
182255	AUTO PARTS	809323	\$169.09
		Total for Check: 97969	\$169.09
FCWRD			
182258	WATER	008919000-04/14	\$716.53
		Total for Check: 97970	\$716.53
FEDERAL SIGNAL CORP			
182367	CAMERA	4176999	\$950.00
		Total for Check: 97971	\$950.00
FIAT			
182402	ANNUAL DUES	HPD1415	\$3,500.00
		Total for Check: 97972	\$3,500.00
FIRST COMMUNICATIONS, LLC			
182263	VILLAGE PHONE	12362247	\$319.32
182263	VILLAGE PHONE	12362247	\$770.84
182263	VILLAGE PHONE	12362247	\$442.87
182263	VILLAGE PHONE	12362247	\$189.81
182263	VILLAGE PHONE	12362247	\$110.00
182263	VILLAGE PHONE	12362247	\$230.20
182263	VILLAGE PHONE	12362247	\$62.65
		Total for Check: 97973	\$2,125.69
FRED GLINKE PLUMBING AND			
182342	BURNSFIELD	30466	\$497.50
182344	REPAIR RPZ	30481	\$823.75
182345	VILLAGE HALL REPAIR	30511	\$335.75
		Total for Check: 97974	\$1,657.00
FRIESS, JOSHUA			
182249	CONT BD/5570 S OAK	21667	\$1,500.00
		Total for Check: 97975	\$1,500.00
FULLERS HOME & HARDWARE			
182237	ASST HARDWARE	169663/670	\$51.99
182237	ASST HARDWARE	169663/670	\$28.50
182237	ASST HARDWARE	169663/670	\$44.04
182237	ASST HARDWARE	169663/670	\$95.86
182237	ASST HARDWARE	169663/670	\$13.39
182237	ASST HARDWARE	169663/670	\$19.18
182237	ASST HARDWARE	169663/670	\$35.67
182237	ASST HARDWARE	169663/670	\$11.54
182237	ASST HARDWARE	169663/670	\$8.41
		Total for Check: 97976	\$308.58

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FULLERS SERVICE CENTER IN			
182226	CAR WASHES/REPAIRS	640581621920	\$377.90
		Total for Check: 97977	\$377.90
GALLS/QUARTERMASTER			
182227	UNIFORMS	001883131/434	\$593.80
182251	MEGA PHONE	1903414	\$89.50
182399	UNIFORMS	01906667/1894634	\$669.47
		Total for Check: 97978	\$1,352.77
GARY JOHNSTON			
182329	TRUCK PERMIT FEES	10350	\$103.50
		Total for Check: 97979	\$103.50
GERARDI SEWER & WATER CO			
182346	2013 RESURFACING	042214	\$1,000.00
		Total for Check: 97980	\$1,000.00
GMIS ILLINOIS			
182327	RENEWAL	63133	\$100.00
		Total for Check: 97981	\$100.00
GRAINGER, INC.			
182240	FILM	9424525641	\$60.66
182252	COLLAR	9423653220	\$5.03
		Total for Check: 97982	\$65.69
HAWKINS, INC.			
182333	POOL CHEMICALS	3587558	\$764.20
		Total for Check: 97983	\$764.20
HD SUPPLY WATERWORKS			
182242	METERS/WATER MAIN MATERIA	320080/333524/24	\$368.40
182242	METERS/WATER MAIN MATERIA	320080/333524/24	\$1,903.00
182373	METER	C349864	\$1,364.98
		Total for Check: 97984	\$3,636.38
HEALY ASPHALT COMPANY LLC			
182438	UPM COLD PATCH	44880MB	\$714.24
		Total for Check: 97985	\$714.24
HINSDALE NURSERIES, INC.			
182296	SCREENING SHRUBS KLM	1456067	\$368.00
182324	ARBOR DAY	1456511	\$122.00
		Total for Check: 97986	\$490.00
HOBBY LOBBY CORPORATE			
182269	MISC SUPPLIES	40976628/119/313	\$52.48
		Total for Check: 97987	\$52.48
HOME DEPOT CREDIT SERVICE			
182331	ASST SUPPLIES	5062294/9010542	\$256.80
182331	ASST SUPPLIES	5062294/9010542	\$308.61
		Total for Check: 97988	\$565.41
HOMER TREE SERVICE			
182451	TREE REMOVAL	11325	\$2,398.00
		Total for Check: 97989	\$2,398.00
HOVING PIT STOP			
182244	PORTABLES	83492	\$323.64

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 97990	\$323.64
HR GREEN INC			
182351	WOODLANDS	91949	\$476.51
182352	OAK STREET BRIDGE	91906	\$67,243.59
182353	WOODLANDS PHASE 2	91850	\$16,941.88
		Total for Check: 97991	\$84,661.98
HUFF & HUFF INC			
182350	FLAGG CREEK SAMPLING	1403035	\$1,232.75
		Total for Check: 97992	\$1,232.75
IEPA			
182307	LOAN PRINCIPLE/INTEREST	L174509	\$76,102.12
182307	LOAN PRINCIPLE/INTEREST	L174509	\$20,329.78
		Total for Check: 97993	\$96,431.90
IL JUVENILE OFFICER ASSOC			
182318	RENEWAL	63126	\$150.00
		Total for Check: 97994	\$150.00
ILLCO, INC.			
182434	BLDG SUPPLIES	63256	\$94.02
		Total for Check: 97995	\$94.02
ILLINOIS ASSOCIATION OF			
182448	CONFERENCE	32500-05/14	\$325.00
		Total for Check: 97996	\$325.00
-----VOID-----VOID-----VOID-----VOID-----			
		Total for Check: 97997	
ILLINOIS FIRE CHIEFS ASSN			
182360	TRAINING	140216	\$375.00
		Total for Check: 97998	\$375.00
ILLINOIS GIRLS LACROSSE			
182335	GIRLS LACROSSE	0001	\$18,326.00
182406	GIRLS LACROSSE	00001	\$70.00
		Total for Check: 97999	\$18,396.00
ILMO PRODUCTS COMPANY			
182264	GAS TANK	00580087	\$74.00
		Total for Check: 98000	\$74.00
ILSROA			
182317	CONFERENCE	63125	\$150.00
		Total for Check: 98001	\$150.00
INDUSTRIAL ELECTRIC			
182422	STREET LIGHTS	224901	\$93.79
		Total for Check: 98002	\$93.79
INSTALLATIONS INC			
182428	CONT BD/605 E CHICAGO	21796	\$500.00
		Total for Check: 98003	\$500.00
INSTITUTE IN BASIC LIFE			
182276	PRINTING PD ANNUAL REPORT	20140088	\$266.50

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 98004	\$266.50
INTERNATIONAL EXTERMINATO			
182302	EXT FEES	51486699	\$40.00
182302	EXT FEES	51486699	\$40.00
182302	EXT FEES	51486699	\$113.00
182302	EXT FEES	51486699	\$40.00
182302	EXT FEES	51486699	\$40.00
		Total for Check: 98005	\$273.00
IPRA			
182316	WORK SHOP	62476	\$18.00
		Total for Check: 98006	\$18.00
IRMA			
182339	MNTHLY FEES	8986	\$814.67
182339	MNTHLY FEES	8986	\$837.00
182339	MNTHLY FEES	8986	\$1,956.11-
182339	MNTHLY FEES	8986	\$65.00
182339	MNTHLY FEES	8986	\$333.47
182339	MNTHLY FEES	8986	\$2,185.48
		Total for Check: 98007	\$2,279.51
J & L ENGRAVING			
182397	PASSPORT	1796	\$22.50
		Total for Check: 98008	\$22.50
J JORDAN HOMES			
182431	CONT BD/411 S COUNTY LINE	21160	\$5,000.00
		Total for Check: 98009	\$5,000.00
JAMES J BENES & ASSOC INC			
182453	2014 RECONSTRUCTION	11732/11754	\$14,675.61
		Total for Check: 98010	\$14,675.61
KELLER HEARTT CO INC			
182328	OIL	0205208	\$1,600.00
182328	OIL	0205208	\$565.00
		Total for Check: 98011	\$2,165.00
KLEIN,THORPE,JENKINS LTD			
182414	LEGAL SERVICES	169208	\$21,625.38
182452	LEGAL SERVICES	169328	\$5,062.50
		Total for Check: 98012	\$26,687.88
LANDSCAPE CONCEPTS MNGEMT			
182282	ASH TREE TREATMENTS	67527	\$8,530.60
		Total for Check: 98013	\$8,530.60
LIFEGUARD STORE			
182378	EQUIPMENT	196686	\$2,461.00
182378	EQUIPMENT	196686	\$22.50
182378	EQUIPMENT	196686	\$656.00
182415	RITE MASK	199541	\$280.00
		Total for Check: 98014	\$3,419.50
M POWER PARTNERS			
182245	CONT BD/100 GLENDALE	21984	\$500.00
		Total for Check: 98015	\$500.00

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WARRANT REGISTER: 1565

DATE: 05/20/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MAGIC OF GARY KANTOR			
182304	INSTRUCTION *REIMB EXP*	1400-05/2014	\$14.00
		Total for Check: 98016	\$14.00
MCCABE, V J			
182430	CONT BD/629 S MONROE	21623	\$500.00
		Total for Check: 98017	\$500.00
MECHANISM EXCHANGE &			
182275	PEDESTALS	27752	\$325.95
		Total for Check: 98018	\$325.95
MIDWEST TIME RECORDER			
182392	TIME CARDS	137528	\$127.00
		Total for Check: 98019	\$127.00
MOLITOR ATHLETIC FIELDS			
182229	VEECK PARK	404233508	\$2,587.50
		Total for Check: 98020	\$2,587.50
MONEY MAILER OF EASTERN			
182295	SPRING AD	4288	\$385.00
		Total for Check: 98021	\$385.00
MUNICIPAL CLKS DUPAGE COU			
182439	ANNUAL DUES	61942	\$20.00
		Total for Check: 98022	\$20.00
MYHEIN, NANCY			
182250	CONT BD/23 S PARK	21369	\$500.00
		Total for Check: 98023	\$500.00
NATIONAL TRUST FOR			
182294	RENEWAL	63084	\$250.00
		Total for Check: 98024	\$250.00
NEOPOST USA INC			
182420	INK CARTRIDGE	14274143	\$161.99
		Total for Check: 98025	\$161.99
NEXTEL/SPRINT			
182259	CELL PHONES	977740515147	\$201.43
182259	CELL PHONES	977740515147	\$46.26
182259	CELL PHONES	977740515147	\$564.02
182259	CELL PHONES	977740515147	\$326.28
182259	CELL PHONES	977740515147	\$40.29
182259	CELL PHONES	977740515147	\$40.29
182259	CELL PHONES	977740515147	\$40.29
182259	CELL PHONES	977740515147	\$90.52
182259	CELL PHONES	977740515147	\$362.58
182259	CELL PHONES	977740515147	\$120.86
182259	CELL PHONES	977740515147	\$40.29
182259	CELL PHONES	977740515147	\$523.73
		Total for Check: 98026	\$2,396.84
NICOR GAS			
182336	350 N VINE	1327011000-04/14	\$142.22
		Total for Check: 98027	\$142.22
NORMANDY BUILDERS			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
182248	CONT BD/351 E 59TH	21780	\$1,500.00
		Total for Check: 98028	\$1,500.00
NORTH EAST MULTI-REGIONAL			
182400	ANNUAL DUES	179365	\$2,790.00
		Total for Check: 98029	\$2,790.00
NUCO2 INC			
182359	CHEMICALS	41584461	\$58.90
		Total for Check: 98030	\$58.90
OAKWOOD ELECTRIC			
182427	CONT BD/645 W NORTH	21989	\$500.00
		Total for Check: 98031	\$500.00
OCCUPATIONAL HEALTH CTR			
182349	BLOOD TEST	1008132217	\$285.00
182445	BLOOD TESTS	1008145065	\$427.50
182446	PHYSICAL	1008145065-1	\$126.50
		Total for Check: 98032	\$839.00
PACIFIC RIM MEDICAL SYSTM			
182450	POOL MEDICAL SUPPLIES	12524	\$166.00
		Total for Check: 98033	\$166.00
PANZICZ, CHRISTOPHER			
182429	CONT BD/735 MCKINLEY LN	21744	\$1,000.00
		Total for Check: 98034	\$1,000.00
PARKREATION INC			
182362	POOL SHADE	4501	\$8,078.00
		Total for Check: 98035	\$8,078.00
PEERLESS FENCE			
182300	REPLACEMENT FENCE	55690	\$4,800.00
		Total for Check: 98036	\$4,800.00
PENCO ELECTRIC			
182426	CONT BD/20 N GRANT	22013	\$500.00
		Total for Check: 98037	\$500.00
PHILLIPS FLORIST			
182267	FLOWERS	0026308	\$35.95
		Total for Check: 98038	\$35.95
PIECZYNSKI, LINDA			
182268	PROSECUTOR	6120	\$1,163.00
		Total for Check: 98039	\$1,163.00
PIERCE MANUFACTURING			
182442	PUMPER/I	M044471	\$435,132.00
		Total for Check: 98040	\$435,132.00
POMPS TIRE SERVICE, INC.			
182323	TIRE FOR TRUCK #9	470017217	\$393.46
182394	TIRES	470017215	\$135.00
		Total for Check: 98041	\$528.46
POO FREE PARKS			
182372	MAINTENANCE FEE	PFR028	\$148.20
		Total for Check: 98042	\$148.20
PRAXAIR DISTRIBUTION, INC			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
182230	POOL	49184321	\$24.07
		Total for Check: 98043	\$24.07
PREMIER LANDSCAPE			
182231	PATIO INSTALLED	27307	\$10,311.00
		Total for Check: 98044	\$10,311.00
RAY OHERRON CO INC			
182232	BOOTS	1420367	\$110.99
		Total for Check: 98045	\$110.99
RED WING SHOE STORE			
182376	BOOTS	450000007049	\$126.00
		Total for Check: 98046	\$126.00
SADLER, MICHELLE			
182272	KLM REFUND	EN140426/21860	\$425.00
		Total for Check: 98047	\$425.00
SAMS CLUB #6384			
182236	MISC SUPPLIES	928000G901E1PA1F	\$93.34
182236	MISC SUPPLIES	928000G901E1PA1F	\$55.30
182236	MISC SUPPLIES	928000G901E1PA1F	\$87.43
		Total for Check: 98048	\$61.21
SEPS, INC			
182343	EMERGENCY SERVICE	1595910	\$1,843.06
		Total for Check: 98049	\$1,843.06
SERVICE FORMS & GRAPHICS			
182301	INSPECTION RECORD SLIPS	148408	\$255.44
		Total for Check: 98050	\$255.44
SHEPHERD, BRENT			
182308	CLASS REFUND	126566	\$120.00
		Total for Check: 98051	\$120.00
SHRM			
182388	MEMBERSHIP	9005769324	\$185.00
182447	RENEWAL	62653	\$185.00
		Total for Check: 98052	\$370.00
SOUTHWEST CENTRAL DISPATC			
182374	FIRE DISPATCHING	101201166-05/14	\$6,077.84
		Total for Check: 98053	\$6,077.84
STOMPER, SCOTT			
182368	BROCHURE DESIGN	0042	\$130.00
		Total for Check: 98054	\$130.00
STREICHERS			
182238	ARMOUR VESTS	11085314	\$26.96
182238	ARMOUR VESTS	11085314	\$240.00
182238	ARMOUR VESTS	11085314	\$2,356.00
		Total for Check: 98055	\$2,622.96
SUBURBAN FAMILY MAGAZINE			
182234	POOL ADS	7017	\$600.00
182437	AD FOR KLM	400-05/14	\$400.00
		Total for Check: 98056	\$1,000.00
SUBURBAN LABORATORIES, IN			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
182283	DISINFECTION BY PRODUCT	111902	\$415.00
Total for Check: 98057			\$415.00
SUMMIT BUSINESS PRODUCTS			
182401	TYPEWRITER REPAIRS	8424	\$279.00
Total for Check: 98058			\$279.00
SWCD 911			
182330	SURCHARGES	204107000-04/14	\$2,808.00
Total for Check: 98059			\$2,808.00
T2 SYSTEMS			
182297	DATA PROCESSING	M003372	\$1,800.00
Total for Check: 98060			\$1,800.00
THE HINSDALEAN			
182235	PKS & REC ADS	118500	\$1,185.00
182241	MEETINGS/BIDS	32843/32923/3317	\$1,702.40
Total for Check: 98061			\$2,887.40
-----VOID-----VOID-----VOID-----VOID-----VOID-----VOID-----			
Total for Check: 98062			
TPI BLDG CODE CONSULTANT			
182243	PLAN REVIEW	7099	\$14,337.74
Total for Check: 98063			\$14,337.74
TRAFFIC CONTROL & PROTECT			
182405	SIGNS	79938	\$457.20
Total for Check: 98064			\$457.20
TREE R US INC			
182281	PRUNING TREES	15671	\$1,906.00
182321	CYCLICAL TREE PRUNING	15899	\$1,761.00
182322	CYCLICAL TREE PRUNING	15900	\$6,611.00
Total for Check: 98065			\$10,278.00
TYCO INTEGRATED SECURITY			
182371	ALARMS VEECK/KLM	21384095/4083/33	\$837.24
182371	ALARMS VEECK/KLM	21384095/4083/33	\$887.35
Total for Check: 98066			\$1,724.59
US GAS			
182375	OXYGEN	228929	\$7.75
Total for Check: 98067			\$7.75
USA BLUE BOOK			
182396	UTILITY LOCATING	327439	\$228.74
Total for Check: 98068			\$228.74
VERIZON WIRELESS			
182409	FIRE DEPARTMENT	9724090998	\$185.66
182410	FIRE DEPARTMENT	9723903664	\$183.44
182411	PS CELL PHONE	9724045520	\$84.08
182412	POLICE CELL PHONE	9724334391	\$38.01
Total for Check: 98069			\$491.19
VILLAGE OF HINSDALE-FINAN			
182273	FINANCE PETTY CASH	26982-04/14	\$164.50
182273	FINANCE PETTY CASH	26982-04/14	\$3.22

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
182273	FINANCE PETTY CASH	26982-04/14	\$20.00
182273	FINANCE PETTY CASH	26982-04/14	\$62.10
182273	FINANCE PETTY CASH	26982-04/14	\$20.00
Total for Check: 98070			\$269.82
VILLAGE OF HINSDALE-FIRE			
182260	FIRE PETTY CASH	6485-04/2014	\$29.85
182260	FIRE PETTY CASH	6485-04/2014	\$35.00
Total for Check: 98071			\$64.85
VILLAGE OF HINSDALE-PKS			
182398	POOL PETTY CASH	20000-05/14	\$200.00
Total for Check: 98072			\$200.00
VILLAGE OF HINSDALE-POLIC			
182262	POLICE PETTY CASH	16468-04/14	\$5.80
182262	POLICE PETTY CASH	16468-04/14	\$49.95
182262	POLICE PETTY CASH	16468-04/14	\$30.49
182262	POLICE PETTY CASH	16468-04/14	\$39.00
182262	POLICE PETTY CASH	16468-04/14	\$39.44
Total for Check: 98073			\$164.68
VILLAGE OF HINSDALE-PWL			
182338	PW PETTY CASH	15165	\$88.31
182338	PW PETTY CASH	15165	\$3.00
182338	PW PETTY CASH	15165	\$60.34
Total for Check: 98074			\$151.65
WAGeworks			
182432	MNTHLY FEES	125A10320157	\$12.00
182432	MNTHLY FEES	125A10320157	\$18.00
182432	MNTHLY FEES	125A10320157	\$6.00
182432	MNTHLY FEES	125A10320157	\$18.00
182432	MNTHLY FEES	125A10320157	\$12.00
182432	MNTHLY FEES	125A10320157	\$6.00
182432	MNTHLY FEES	125A10320157	\$12.00
Total for Check: 98075			\$84.00
WAREHOUSE DIRECT INC			
182239	PAPER PRODUCTS	2304028/033	\$63.23
182305	PAPER PRODUCTS	2311499	\$68.60
182306	OFFICE SUPPLIES	2307725	\$147.57
182364	OFFICE SUPPLIES	2311416	\$127.81
182365	OFFICE SUPPLIES	2312582	\$76.32
182370	COPIER PAPER	2310800	\$319.90
182370	COPIER PAPER	2310800	\$159.95
182370	COPIER PAPER	2310800	\$159.95
182416	PAPER PRODUCTS	2317012	\$76.04
182417	HANDWASH	2315863	\$39.33
182419	OFFICE SUPPLIES	2315860	\$207.45
Total for Check: 98076			\$1,446.15
WARREN OIL COMPANY			
182361	FUEL	10842090	\$20,711.85
Total for Check: 98077			\$20,711.85

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DATE: 05/20/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
WEB QA INC			
182391	PERMIT SOFTWARE	627140501	\$8,640.00
		Total for Check: 98078	\$8,640.00
WEST SUBURBAN DETECTIVES			
182325	MEMBERSHIP	63129	\$75.00
		Total for Check: 98079	\$75.00
WHITE WAY SIGN & MAINT			
182436	AMENDMENT REFUND	A-30-09	\$471.00
		Total for Check: 98080	\$471.00
WILLOWBROOK FORD INC			
182455	TAURUS/KEYS	6157821/6153872	\$78.95
182455	TAURUS/KEYS	6157821/6153872	\$78.95
		Total for Check: 98081	\$157.90
WODKA, MARK			
182310	REIMBURSEMENT	63127	\$44.14
		Total for Check: 98082	\$44.14
XEROX CORPORATION			
182256	FINANCE COPIER	073756724	\$85.00
182257	FIRE COPIER	073756725	\$85.00
		Total for Check: 98083	\$170.00
ZAPP, DIANE			
182271	KLM REFUND	EN140427/21854	\$450.00
		Total for Check: 98084	\$450.00
ZEE MEDICAL			
182418	MEDICAL SUPPLIES	0100060771	\$68.25
		Total for Check: 98085	\$68.25
ZENITH LANDSCAPE GROUP LL			
182423	LANDSCAPE	4181	\$5,838.00
182423	LANDSCAPE	4181	\$60.00
		Total for Check: 98086	\$5,898.00
ZERBS, RONALD			
182443	PIPE THAWING	137000-04/14	\$1,370.00
		Total for Check: 98087	\$1,370.00
ZIEBELL WATER SERVICE			
182421	WATER/SEWER MATERIALS	224508	\$5,711.62
		Total for Check: 98088	\$5,711.62
ZOTT, DAVID			
182246	CONT BD/810 S CLAY	21826	\$1,000.00
		Total for Check: 98089	\$1,000.00

REPORT TOTAL

\$1,470,421.04


END OF REPORT

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1565

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/9/2014	Village Payroll #10 - Calendar 2014	FWH	45,182.12
Electronic Federal Tax Payment Systems 5/9/2014	Village Payroll #10 - Calendar 2014	FICA/MCARE	36,041.82
Illinois Department of Revenue 5/9/2014	Village Payroll #10 - Calendar 2014	State Tax Withholding	16,807.37
Illinois Department of Revenue 5/9/2014	Village Payroll #10 - Calendar 2014	Employee Withholding	15,325.97
H SA PLAN CONTRIBUTION		Employee Withholding	1,581.62
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance April 2014		Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	<u>66,509.29</u>
Total Bank Wire Transfers and ACH Payments			<u><u>181,448.19</u></u>

DATE: May 20, 2014

REQUEST FOR BOARD ACTION

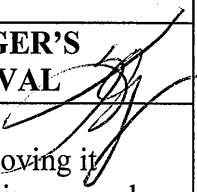
AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Administration
ITEM Approval of an Ordinance Amending the Village Code Of Hinsdale Relative To Contracting And Purchasing Authority	APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 

Please find attached a cover memorandum, draft ordinance and new Purchasing Policy Manual.

The attached ordinance reflects a change to increase the Village Manager's purchasing authority from \$10,000 to \$20,000 and also contains a re-write of the most to the Village Code sections regarding purchasing and procurement.

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

MOTION: To Approve an Ordinance Amending the Village Code Of Hinsdale Relative To Contracting And Purchasing Authority.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: The ACA Committee reviewed this item at its meeting on May 5, 2014 and agreed with moving it forward for Village Board consideration. There have been minor revisions to the draft ordinance and Purchasing Policy Manual that reflect comments made at the ACA meeting. Due to the significance of this item the Committee requested that this item not be on the consent agenda.				
BOARD ACTION:				

May 15, 2014

To: Kathleen A. Gargano, Village Manager
From: Kathy S. Katz, Interim Special Assistant to Manager's Office
Re: **Increase Village Manager Spending Authority to \$20,000**

At the Monday, May 5th Administration and Community Affairs (ACA) meeting, the Committee discussed with staff the draft Ordinance and draft Purchasing Manual staff prepared as part of the support documentation to increase the Village Manager's spending authority from \$10,000 to \$20,000.

During its review of this item the Committee expressed concerns over language consistency of the Purchasing Manual to the Ordinance. Please note that in all cases the Ordinance controls. The Purchasing Manual was prepared to serve as a guidebook for staff members to use and for the Board and other interested parties (the Village auditors) to understand the internal controls and procedures which staff works under when making purchasing decisions. While the practices have been in place, they have not been codified into one central location as a reference.

In response to the direction provided to staff by the Committee, we reviewed the Ordinance and the Purchasing Manual and where there is a compelling reason i.e. Emergency Purchases the language in the Purchasing Manual most closely matches that of the Ordinance.

Additionally, all other provisions of the Ordinance are contained in some context either verbatim or general terms as need in the Purchasing Manual. Staff also has included those procedural practices that were previously part of the existing ordinance and incorporated them into the Purchasing Manual.

Attached you will find a revised Ordinance and Purchasing Manual. The following are key revisions staff would like to draw your attention to and these items are noted by yellow highlight:

Changes to Ordinance post Committee meeting:

- Updated Ordinance Section 2-F. and added language stating any amendments or revisions to the Purchasing Manual after its initial approval and adoption shall be communicated by the Village Manager to the President and Village Board of Trustees.
- Updated Ordinance Section 3-1-11-4
 - A. added in conformance with Village's Purchasing Manual
 - B. added language Exceeding One thousand Dollars (\$1,000)

- 1. Added language Department heads may, with approval and signature of the Finance Director, purchase supplies, materials or equipment where the cost exceeds one thousand dollars (\$1,000) but does not exceed five thousand (\$5,000)
- 4C. added language Village's Purchasing Manual
- 4D.3. added language regarding joint purchases with other governmental agencies pursuant to the Governmental Joint Purchasing Act.

Changes to Purchasing Manual post Committee meeting:

- Table of contents updated-page 1
- Section 2.0 citation of reference to code added-page 2
- Section 3.0 added language that where there is a conflict between the Purchasing Manual and the Code the code controls page 3
- Section 3.0d added or contract language to add clarity-page 4
- Section 3.0 d added language entering into any contract for services, work or public improvements- page 4
- Section 3.0f. added paragraph entitled Discretionary procedures wherein it is outlined that the Village Manager may require additional procurement safeguards than those outlined in the policy-page 4
- Section 4.0 added section cite of 4.5-page 5
- Section 4.1 changed language to more closely mirror the Ordinance –page 5
- Section 4.4 added new language regarding how to handle change orders at the direction of the village attorney to comply with state law-page 7
- Section 4.4 addition language requested by the attorney to comply with state purchasing requirements-page 7
- Section 4.5 new section added to outline exceptions to the bidding requirements-page 7
- Section 5.1 added language providing allowance for special circumstances-page 13
- 5.1c. added language providing for sample special circumstances-page 13.
- Appendix C added denitions from code-page 30

"1-11-4: CONTRACTS; PROCUREMENT PURCHASES:

A. Procedure for Purchases Not Exceeding One Thousand Dollars (\$1,000): Unless otherwise specifically provided by law, ordinance or resolution, no officer or employee of the Village shall have authority to purchase supplies, materials or equipment on the Village's account except upon a requisition submitted by the head of the department for which said purchase or expenditure shall be made, and in conformance with the Village's Purchasing Policy Manual.

B. Procedure for Contracts and for Purchases Exceeding One Thousand Dollars (\$1,000) but Not Exceeding Twenty Thousand Dollars (\$20,000):

1. Department heads may, with the approval and signature of the Finance Director, purchase supplies, materials or equipment where the cost exceeds one thousand dollars (\$1,000) but does not exceed five thousand dollars (\$5,000).

2. The Village Manager may, in his or her discretion, without previous authorization of the Board of Trustees, purchase supplies, materials or equipment where the cost exceeds five thousand dollars (\$5,000), but does not exceed twenty thousand dollars (\$20,000), and may enter into contracts for any services, work or public improvements where the cost does not exceed twenty thousand dollars (\$20,000).

3. In the absence of special circumstances, the contract entered into or purchase made by the Village shall be given to the lowest responsible bidder based on proposals or bids solicited from appropriate open market sources for the item to be purchased or contractual work to be performed. If the Village is unable to obtain three informal bids because the item is a "single-source item," the Village Manager may authorize the contract or purchase subject to this Section without the necessity of three informal bids when the Village Manager deems it in the best interest of the Village to do so.

4. Joint Purchase with Other Governmental Agencies: The Village Manager is authorized to participate in joint purchasing with other governmental agencies pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), when the Village Manager deems that it is in the best interest of the Village to do so.

C. Procedures for Contracts and Purchases Exceeding Twenty Thousand Dollars (\$20,000): All purchases of supplies, materials or equipment where the cost exceeds twenty thousand dollars (\$20,000), and all contracts for services, work or public improvements where the cost exceeds twenty thousand dollars (\$20,000), shall be let to the lowest responsible bidder after advertisement for bids in conformance with the Village's Purchasing Policy Manual approved by the Board of Trustees and maintained by the Village's Finance Department, unless one of the exceptions to competitive bidding set forth in subsection D below exists.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE VILLAGE CODE OF HINSDALE RELATIVE TO CONTRACTING AND PURCHASING AUTHORITY

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale have previously adopted an ordinance relative to the authority of the Village Manager and Board of Trustees in purchasing supplies, materials and equipment and authority to enter into contracts for work and public improvements; and

WHEREAS, the Village President and Board of Trustees deem it advisable and in the best interests of the Village to amend the existing Code provisions to authorize the Village Manager to approve purchases of supplies, materials and equipment and to enter into contracts for work and public improvements without Board authorization so long as such purchases and contracts do not exceed twenty thousand dollars (\$20,000), and to make other related changes as set forth below.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: Title 1 (Administrative), Chapter 8A (Village Officers and Employees; Village Manager), Section 4 (Powers and Duties), subsection F. (Purchases) is hereby amended to read in its entirety as follows:

F. Purchases: The Village Manager shall create, implement and administer a Village of Hinsdale Purchasing Policy Manual. Any amendments or revisions to the Purchasing Policy Manual after its initial approval and adoption shall be communicated by the Village Manager to the President and Board of Trustees. The Village Manager shall be the general purchasing agent of the Village, and except where specific provision to the contrary is made by statute, or by the President and Board of Trustees, he or she shall make all purchases of supplies, materials and equipment authorized by the President and Board of Trustees in the manner prescribed by, and subject to the limitations imposed by, law and by the Purchasing Policy Manual. No purchase shall be made or obligation incurred ~~excepting upon authorization~~ except as authorized by Section 1-11-4 or as otherwise authorized by the President and Board of Trustees, and no expenses shall be incurred except for the purpose for which no prior appropriation is required by law, if the amount thereof is not covered by an unexpended appropriation for the purpose.

SECTION 3: Title 1 (Administrative), Chapter 11 (Village Finances), Section 4 (Contracts; Procurement), is hereby amended to read in its entirety as follows:

D. Exceptions to Competitive Bid Requirements: The following are exempt from the bidding requirements set forth in subsection (D):

1. All purchases of supplies, materials or equipment where the cost exceeds twenty thousand dollars (\$20,000), and contracts for services, work or public improvements where the cost exceeds twenty thousand dollars (\$20,000), if authorized by a vote of two-thirds ($\frac{2}{3}$) of all the Trustees then holding office;

2. All contracts with firms or individuals covered under the Local Governmental Professional Services Selection Act (50 ILCS 510/0.01 et seq.), including contracts for architectural, engineering and land surveying services, shall be governed by the statutory requirements set forth in said Act;

3. Joint purchases with other governmental agencies pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.);

4. Every contract for any work or public improvement to be paid for, in whole or in part by special assessment or special taxation, which contracts shall be subject to the applicable statutory requirements;

5. All contracts providing the normal utilities to the various Village activities;

6. All contracts awarded in accordance with state statutes where such statutes provide for or authorize conflicting or different bidding procedures or requirements.

F. Emergency Purchases: In case of an emergency arising from unforeseen causes which requires the immediate need to purchase supplies, materials or equipment, or contractual services, work or public improvements as are necessary to protect life, the public health and safety, and public property, the Village Manager or their designee may, when such action is in the best interests of the public, secure on the open market at the lowest obtainable price any supplies, materials or equipment, or contractual services, work or public improvements costing more than twenty thousand dollars (\$20,000) and place an order therefor. Every such purchase or contract, whether oral or written shall be deemed to include a provision that it can be terminated at will and without cause on twenty-four (24) hours' written notice by the Village without the Village incurring any liability beyond that incurred for work done or supplies or services delivered as of the time of termination. Documentation of the emergency and the need for immediate action will be presented to the Board of Trustees in a reasonable period of time, but no later than the next regularly scheduled Village Board meeting.

A. Definitions: For the purposes of this section, the following terms shall be defined as follows:

CONTRACT: Any agreement, either oral or written, regardless of what it may be called, to procure supplies, services, works or public improvements. Except where expressly provided, the term "procurement" includes contracts to procure.

PROCUREMENT: The buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, works or public improvements.

~~PUBLIC IMPROVEMENT: The building, altering, repairing, improving, or demolishing of any public structure or building, or other construction of any kind on any public real property.~~

~~SERVICES: The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. Services shall not include services performed pursuant to employment agreements or collective bargaining agreements.~~

~~SUPPLIES: All property, including, but not limited to, equipment, materials, and printing, but excluding any interest in real estate.~~

~~WORK: See definition of Public Improvement. (Ord., 2-2-1988)~~

~~B. Competitive Bidding; Open Market Procurement; When Required:~~

~~1. Bidding Required: Except as otherwise provided in subsection B2 of this section, the following procurements shall be made or let pursuant to the competitive bidding procedures as provided in subsection C of this section:~~

~~a. All procurements of works or public improvements, that are not to be paid for in whole or in part by special assessment or special taxation, where the expense shall exceed twenty thousand dollars (\$20,000.00).~~

~~b. All procurements of supplies where the expense shall exceed twenty thousand dollars (\$20,000.00).~~

~~c. All procurements of services where the expense shall exceed twenty thousand dollars (\$20,000.00).~~

~~2. Exceptions To Required Bidding: Notwithstanding the provisions of subsection B1 of this section the following procurements shall be exempt from the competitive bidding procedures in subsection C of this section:~~

~~a. Specially Authorized Procurements:~~

~~(1) Any procurement of works or public improvements where the expense shall exceed twenty thousand dollars (\$20,000.00), if authorized by a vote of two thirds ($\frac{2}{3}$) of all the trustees then holding office.~~

~~(2) Any procurement of works or public improvements where the expense shall exceed twenty thousand dollars (\$20,000.00), if authorized by a vote of two thirds ($\frac{2}{3}$) of all the trustees then holding office as a project in which the "services" portion thereof is to be performed by hourly or daily workers supervised by a village officer or employee designated by ordinance. However, any supplies used in the construction of such a work or public improvement with a value of twenty thousand dollars (\$20,000.00) or more shall not be exempt from the requirements of subsection C of this section.~~

~~b. Sole Source And Special Source Procurements:~~

~~(1) All procurements of supplies that are available from only a single source.~~

~~(2) All procurements of utility services such as electricity, gas, sewer, water, telephone or telegraph.~~

~~(3) All procurements of magazines, books, periodicals and similar items of an educational or instructional nature, and the binding of such materials.~~

~~(4) All procurements of or contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, including, but not limited to, accounting, engineering, financial planning or legal services.~~

~~c. Emergency Procurements: Emergency procurements, as provided in subsection E3 of this section.~~

~~d. Governmental Procurements:~~

~~(1) All procurements from the federal government or any agency thereof.~~

~~(2) Joint procurements of supplies and services by the village with one or more governmental units, which shall be governed by the competitive bidding requirements in the governmental joint purchasing act, 30 Illinois Compiled Statutes 525/0.01 et seq.~~

~~3. Open Market Procurement Required: The following procurements shall be made pursuant to open market procurement procedures as provided in subsection D of this section.~~

~~a. All procurements of works or public improvements where the expense shall be ten thousand dollars (\$10,000.00) or less.~~

~~b. All procurements of supplies where the expense shall be ten thousand dollars (\$10,000.00) or less.~~

~~c. All procurements of services where the expense shall be ten thousand dollars (\$10,000.00) or less.~~

~~d. All procurements excepted from competitive bidding under this code pursuant to subsection B2 of this section. (Ord. O2006-50, 7-18-2006)~~

~~C. Competitive Bidding Procedures: Whenever procurements are required by this code or by state statute to be made by competitive bidding, the following procedures shall be followed:~~

~~1. Public Notice: Public notice of all requests for bids shall be published one or more times in at least one newspaper of general circulation within the village, not less than ten (10) days prior to the date by which all bids must be submitted to the village. The notice shall contain the following information:~~

~~a. A description of the services, supplies, works or public improvements to be procured. If the description is general in nature, the notice shall state that more detailed specifications, plans, and other relevant documents will be available for inspection at the village clerk's office during regular business hours;~~

~~b. The dates, time and places at which bid forms may be obtained;~~

~~c. The place at which bids must be submitted;~~

~~d. The date, time and place at which bids will be opened; and~~

~~e. A statement that the village reserves the right to reject any and all bids received.~~

~~2. Solicitation Of Additional Bids: In addition to those bids received in response to published public notice, the village manager or his designee may solicit bids from any prospective bidder by such other means as may increase the total number of qualified bids likely to be received.~~

~~3. Bid Surety: Each bid shall be accompanied by such cash deposit, bid bond or other surety as the village may require based upon the nature of the procurement or contract involved. The required nature and amount of such bid surety shall be specified in the bidding documents. All unsuccessful bidders shall be entitled to the return of their bid surety within ten (10) days following the rejection of their bids.~~

~~4. Specifications: Specifications shall be:~~

~~a. Available for inspection by all bidders;~~

~~b. Prepared, whenever practicable, so as not to limit a bidder to a specific brand;~~
~~and~~

~~c. Amended only in writing, and such amendments shall be made available to prospective bidders within a reasonable time prior to the time for final submission of bids to allow prospective bidders to consider them in preparing their bids.~~

~~5. Prebid Conferences: Prebid conferences may be conducted to explain the specifications. They shall be announced to all prospective bidders known to have received a request for bids. The conference should be held long enough after the specifications have been issued to allow bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing bids. Nothing stated at the prebid conference shall change the specifications unless a change is made by written amendment as provided in subsection C4c of this section. A summary of the conference shall be made available for inspection along with the specifications. If a transcript is made it shall be a public record.~~

~~6. Submission Of Bids: All bids shall be submitted in sealed envelopes, clearly marked on the outside with the word "bid" and the name of the applicable procurement, at the place designated in the public notice, and prior to the time for opening of bids established in the public notice or as otherwise established by the village manager. Upon receipt, each bid shall not be opened, shall be marked with the date and time received, and shall be stored in a secure place until the time set for bid opening.~~

~~7. Preopening Modification Or Withdrawal Of Bids: Bids may be modified or withdrawn by written notice received in the office designated in the public notice prior to the time and date set for bid opening. All modifications and withdrawals of bids shall be submitted in sealed envelopes, clearly marked on the outside with the words "modification of bid" or "withdrawal of bid" and the name of the applicable procurement, except that a telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time set for bid opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the time set for bid opening. Upon receipt, modification of bids shall not be opened, shall be marked~~

~~bidder, and the bidder shall be bound by the bid as submitted and opened. The village's rights as to any such mistake shall be as specified in subsection C11 of this section.~~

~~11. Award Of Contracts: The contract shall be awarded within the time specified in the bidding documents or, if no time is specified, within a reasonable time, by written notice to the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the village. The village shall have the authority to reject the low bid; to accept any item of bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening and to waive irregularities and informalities in any bid submitted or in the bidding process, when to do so would not, in the village's opinion, prejudice the bidding process or create any improper advantage to any bidder. The village shall always have the right to negotiate with the lowest responsible bidder to reduce the bid price so long as no other provision of the bid is modified. In addition, in the event all bids exceed the appropriation for the procurement, and the lowest responsible bid does not exceed such appropriation by more than ten percent (10%), the board of trustees may authorize the village manager or his designee in situations where the board determines that time or economic considerations preclude resolicitation of work or public improvements of a reduced scope, to negotiate in adjustment of the bid price, including changes in the bid requirements, with the lowest responsible bidder, in order to bring the bid within the amount of appropriated funds.~~

~~12. Factors Governing Award: In determining the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the village, the village shall consider the following factors in addition to price, as applicable to the procurement involved:~~

- ~~a. The ability, capacity, and skill of the bidder to perform the contract;~~
- ~~b. Whether the bidder has the requisite facilities, plant, organization, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified, without delay or interference;~~
- ~~c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;~~
- ~~d. The quality of the bidder's performance of previous contracts;~~
- ~~e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract;~~
- ~~f. The sufficiency of the financial resources and ability of the bidder to perform the contract;~~
- ~~g. The relation to the procurement in question to other work, supplies or services being provided to the village by the bidder;~~
- ~~h. The established relationship, or lack thereof, between the village and the bidder;~~
- ~~i. The quality, availability, adaptability and capabilities of the supplies or services to the particular use required;~~
- ~~j. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable; and~~

with the date and time received, and shall be stored in a secure place until the time set for bid opening. Withdrawals of bids shall be opened upon receipt. If a bid is withdrawn in accordance with this section, the bid and the bid surety, if any, shall be returned to the bidder. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file.

8. Late Bids, Late Withdrawals, And Late Modifications: Any bid, or withdrawal or modification of a bid, received after the time set for opening of bids is late. No late bid, late modification, or late withdrawal shall be opened or considered unless the time for bid opening is extended and the village manager issues a written statement that additional bids or modifications or withdrawals will be open and considered. In addition, in the event that the bid opening is delayed, any bid may be withdrawn prior to the actual opening of the bids without such a written statement from the village manager. All late bids, late withdrawals or late modifications shall be returned unopened to the bidder submitting them. The village shall keep a record of receipt of all late bids, late modifications, or late withdrawals that are returned to bidders.

9. Opening And Recording Of Bids: Bids and modifications shall be opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the public notice. Any delay in the bid opening shall not invalidate either the bidding process or any bid not withdrawn prior to the delayed bid opening as provided in subsections C7 and C8 of this section. The name of each bidder, the bid price, and such other information as is deemed appropriate by the village manager, shall be read aloud or otherwise made available. Such information also shall be recorded at the time of bid opening; that is, the bids shall be tabulated or a bid abstract made. The names and addresses of required witnesses shall also be recorded at the opening. The opened bids shall be available for public inspection only as required by the Illinois freedom of information act. A bidder may designate materials submitted as a trade secret or otherwise proprietary, privileged, or confidential. Any material so designated shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. The village and its officers and employees shall not be liable for any harm due to the disclosure of any materials designated by a bidder as a trade secret or otherwise proprietary, privileged, or confidential information, when such information is disclosed in the reasonable belief that such disclosure is required or appropriate pursuant to the Illinois freedom of information act. The tabulation of bids or bid abstract shall be posted at the village memorial building for at least ten (10) days following the award of any contract through competitive bidding.

10. Mistake In Bids: A bidder may correct mistakes discovered before the time and date set for bid opening by modifying the bid as provided in subsection C7 of this section or by withdrawing the bid as provided in subsections C7 and C8 of this section. When, following the opening of any bid, the village manager knows or has reason to conclude that a mistake has been made, he or his designee should request the bidder to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. However, any mistake that is not discovered and corrected prior to the opening of bids shall not be a basis for modification or withdrawal of the bid by the

~~k. Any other factor that the village may legally consider in determining the proposal that is in the best interests of the village.~~

~~13. Bidders In Default To Village: The village shall not make a procurement from or award a contract to a person who is or has been in default on a contract or procurement with the village or in the payment of monies due the village.~~

~~14. Notice Of Award: Written notice of award shall be sent to the successful bidder.~~

~~15. Subsequent Award: A contract awarded to a bidder who fails to comply with the conditions necessary to formal execution of the contract agreement may be annulled. Upon annulment of an award, the village may award the contract to the next lowest responsible bidder whose proposal is found to be in the best interests of the village, or the village may readvertise for bids.~~

~~16. Single Bids: The village desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the village from accepting that bid.~~

~~D. Open Market Procurement Procedures: Whenever procurements or contracts are required by this code to be made pursuant to open market procurement procedures, the following procedures shall be followed:~~

~~1. The village manager or his designee shall solicit proposals or bids from appropriate sources for the item to be procured.~~

~~2. The proposals or bids shall be solicited in the means best suited to the item to be procured, as determined by the village manager or his designee.~~

~~3. Whenever possible, the village manager or his designee shall obtain at least three (3) proposals or bids.~~

~~4. The contract shall be awarded with reasonable promptness by written notice to the bidder whose proposal or bid is deemed to be in the best interest of the village, taking account of the requirements of subsections C12 and C13 of this section.~~

~~E. Authorization Of Procurements And Contracts: All procurements or contracts for work, public improvements, supplies or services shall be made or entered into on behalf of the village as follows:~~

~~1. Ten Thousand Dollars Or Less: The village manager may make or enter into any such procurements or contracts where the expense is ten thousand dollars (\$10,000.00) or less.~~

~~2. Budgeted, Low Competitive Bids: All procurements or contracts that are required by this code to be competitively bid shall be placed on the board's agenda for approval pursuant to an omnibus vote where:~~

~~a. The village manager has determined the lowest responsible bidder;~~

~~b. The bid from the lowest responsible bidder is the low bid; and~~

~~c. The bid from the lowest responsible bidder is within the amount appropriated by the board for such procurement or contract.~~

~~However, nothing shall prevent the board from removing any such procurement or contract from the omnibus vote for review pursuant to subsection E4 of this section.~~

~~3. Emergency Procurements: The village manager may make or enter into such emergency procurements or contracts as are necessary to protect life, the public health and safety, and public property, following the open market procurement procedures in this section to the extent practicable under the circumstances. Every such procurement or contract, whether oral or written shall be deemed to include a provision that it can be terminated at will and without cause on twenty four (24) hours' written notice by the village without the village incurring any liability beyond that incurred for work done or supplies or services delivered as of the time of termination. All such procurements or contracts, along with a written report thereon, shall be submitted by the village manager to the board of trustees at their next regular or special meeting for ratification or termination. If any emergency procurement or contract shall exceed twenty thousand dollars (\$20,000.00), the village manager shall request that a special meeting be called as soon as practicable following the award of said procurement or contract for ratification or termination of said procurement or contract.~~

~~4. Other Procurements And Contracts: All procurements and contracts not provided for in or approved pursuant to subsections E1, E2 and E3 of this section shall be submitted to the board of trustees for review and vote. Nothing shall prevent the board from placing any item provided for in this subsection in a group for omnibus vote.~~

FG. Contractor Bonds Required; Insurance: No contract shall be executed for public work of any kind, public improvements, or supplies where the expense shall exceed five hundred twenty thousand dollars (\$~~500~~20,000), until the bidder submits to the village a performance or payment bond with a surety company duly authorized to transact business in the state as surety thereon, in such form and for ~~such amount as the village shall prescribe, the amount of such bond to be adequate~~the full amount of the contract sum or price in order to ensure the faithful performance of the contract and an observance of all ordinances of the village relating thereto. Said bond shall conform to the requirements of ~~30 Illinois Compiled Statutes 550/1 and 550/2~~Sections 1 and 2 of the Public Construction Bond Act (30 ILCS 550/1 and 550/2) where applicable. In addition, the village shall be named as an additional insured on the contractor's comprehensive liability policy or such other insurance as the bidding documents may require. The Village Manager shall have the authority to require performance bonds before allowing the Village to enter into any contract other than for public works in such an amount as he or she shall find reasonable and necessary to protect the best interests of the Village.

GH. Pecuniary Interests In Contracts: No village officers shall have any interest in any contract, procurement, work or business of the village that is prohibited by ~~65 Illinois Compiled Statutes 5/3-14-4~~Section 3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3) and Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10).

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of
_____, 2014.

Christine M. Bruton, Village Clerk

H₁. Contractor Liable For Damages: In all cases in which any person shall perform any work either under contract with the village or by virtue of any permission from the village, such person shall be liable to the village for any and every loss or damage that the village may sustain, and for all sums it may have to pay to any person by reason of any loss or injury sustained in the consequence of any carelessness or negligence in doing the work or by reason of any neglect or failure to comply with any provisions of any ordinance of the village or otherwise. This subsection shall apply to all work done for the village, whether expressly so stated in a written contract or not; and the acceptance of any contract or performance of any such work shall be construed as an agreement by the person executing such contract or doing such work to be bound by and to become liable under this subsection.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE VILLAGE CODE OF HINSDALE RELATIVE TO
CONTRACTING AND PURCHASING AUTHORITY**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2014, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2014.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2014.

Village Clerk

[SEAL]

The Village of Hinsdale Purchasing Policy Manual

May / 2014

VILLAGE OF HINSDALE

PURCHASING POLICY MANUAL

1.0 INTRODUCTION AND BACKGROUND

The Village of Hinsdale Purchasing Manual is intended to serve as a guideline for an effective and efficient means of purchasing supplies, materials, equipment and to enter into contracts for services, work or public improvements while adhering to legal requirements. Adherence to this policy will allow for the expedient procurement of items and services and insure timely payment of invoices for those items.

1.1 OBJECTIVES OF THE PURCHASING POLICY

The objectives of the Village's Purchasing Policy Manual ("Policy Manual") are:

- to provide a standardized system of purchasing for use by all Village departments;
- to ensure that supplies, materials, equipment, and contracts for services, work or public improvements are purchased from the lowest responsible vendor;
- to ensure that considerations such as product safety, price, performance and availability are factored into purchasing decisions;
- to provide adequate control and documentation of Village expenditures and financial commitments;
- to obtain quality goods required by Village departments and to ensure that these goods are available at the place and time needed; and
- to maintain compliance with applicable laws and ethical standards of conduct concerning public procurement.

2.0 AUTHORITY TO PURCHASE

The Village Manager, per the Village Code, is the purchasing agent for the Village and is authorized to make all purchases and to incur costs of other expenditures not exceeding twenty thousand dollars (\$20,000). All purchases and other expenditures over twenty thousand dollars (\$20,000) first shall be authorized by the Village Board (Code 1-11-4 B2).

The Village Manager has authorized the Finance Director to administer and oversee compliance with the purchasing policies and procedures set forth in this Policy Manual.

Department Heads bear the responsibility for operating within their annual budgets approved by the Board of Trustees.

2.1 ABUSE OF PURCHASING AUTHORITY

All employees who are given the authority to purchase are required to remain within the purchasing authority granted to them and are obligated to follow the rules of this Policy Manual. For instance, dividing like or similar orders into smaller purchase amounts (i.e. “stringing”) in order to fall within a certain level of authorized purchasing authority is a direct violation of this Policy.

All employees have the responsibility to report suspected behaviors or acts that are not in accordance with the purchasing procedures as outlined. Incidents shall be reported to their Department Head, the Finance Director or Village Manager.

3.0 GENERAL PURCHASING POLICIES

The following provides direction regarding purchasing for the Village. If this document is in conflict with the Village Code Section 1-11-4, the provisions of the Village Code control.

Routine purchases made by the Village may be grouped under the following categories:

- a. Purchases of \$100 or less (petty cash.)
- b. Purchases in excess of \$100, but less than or equal to \$1,000.
- c. Purchases in excess of \$1,000 but less than or equal to \$5,000.
- d. Purchases in excess of \$5,000 but less than \$20,000.
- e. Purchases in excess of \$20,000.

Each of these purchasing categories requires a different level of approval:

- a. **Purchases of up to one hundred dollars (\$100)** may be made from established petty cash funds with Department Head approval.
- b. **Purchases in excess of one hundred dollars (\$100) but for less than or equal to one thousand dollars (\$1,000)** may be authorized by Village Department Heads. These purchases require no special rules for comparative pricing. The general practice however, shall be to obtain two (2) informal quotes. These purchases commonly consist of low cost items needed quickly or other items purchased from a pre-approved vendor. Rules regarding the use of pre-approved vendors are described below.

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Many vendors are used by Village staff on a regular basis. Purchases with these vendors often occur in amounts less than \$1,000. However, over the course of the year, or several years, the amount of business given to these vendors can be substantial. In instances such as this, the department head should secure a blanket purchase order.

Department Heads are expected to ensure that the Village is paying a fair amount for the items involved.

c. Purchases in excess of one thousand dollars (\$1,000) and less than or equal to five thousand dollars (\$5,000) require:

1. three (3) informal quotes.
2. Department Head signature.
3. Finance Director signature.

Purchase may not be made until the Purchase Order is issued.

d. Purchases or contracts in excess of five thousand dollars (\$5,000) and less than or equal to twenty thousand dollars (\$20,000) require three (3) written quotes and are subject to the same approval process as in category (c). The Village Manager or his or her designee must additionally approve entering into any contract for services, work or public improvements and the purchase of items between five thousand dollars (\$5,000) and less than or equal to twenty thousand dollars (\$20,000), and the Manager's signature is required.

e. Purchases in excess of twenty thousand dollars (\$20,000) are subject to the following procedures: Detailed specifications or a request for proposals (RFP) shall be prepared and sealed bids solicited. Approval of contracts shall be made by the Village Board, except as otherwise provided for in this Policy. The lowest responsible bid from a qualified vendor, meeting all specification requirements, should be accepted in most cases. The greatest emphasis for these purchases should be placed upon drafting careful specifications for the product as well as for the bidder's qualifications. Care must be taken not to make the specifications so specific as to eliminate qualified vendors and also not to make them too generic so as to encourage responses from unqualified vendors. A Contract and Purchase Order should be prepared and/or executed as soon as possible after Village Board approval.

f. Discretionary Procedures: The Village Manager or his or her designee has discretion to utilize procedures other than those set forth in subsections c. and d. above when special circumstances are present (See Section 5.1 for specifics). The Village Manager or his or her designee has the discretion to require issuance of an RFP or formal bid procedures in excess of the requirements of subsections c. and d. above, regardless of the amount of purchase.

Reminder: A purchase order is required for all purchases in excess of one thousand dollars (\$1,000). See Section 4.3 for instances when a Purchase Order may not be required. Attach detailed quote information to Purchase Requisition.

4.0 NON-ROUTINE PURCHASING POLICIES

In certain situations, routine purchasing channels may not be available or may not be appropriate. Those examples are listed below in 4.1, 4.2, 4.3 and 4.5.

4.1 EMERGENCY PURCHASES

Emergency purchases are those arising from unforeseen causes where there is an immediate need to purchase supplies, materials or equipment, or contractual services, work or public improvements, as are necessary to protect life, the public health and safety and public property. In an emergency, the Village Manager or his or her designee may, when such action is in the best interests of the public, secure on the open market at the lowest obtainable price any supplies, materials or equipment, or contractual services, work or public improvements costing more than twenty thousand dollars (\$20,000) and place an order.

Every emergency purchase or contract, whether oral or written, shall be deemed to include a provision that it can be terminated at will and without cause on twenty-four (24) hours written notice by the Village without the Village incurring any liability beyond that incurred for work done or supplies or services delivered as of the time of termination.

In the case of emergency purchases over twenty thousand dollars (\$20,000), documentation of the Emergency and the need for immediate action will be noted in the Manager's Notes and provided at the next regularly scheduled Board of Trustee Meeting. *(See Village Code 1-11-4F)*

Department Heads or designees shall request approval from the Village Manager or designee prior to making an emergency purchase over ten thousand dollars (\$10,000).

An emergency purchase order is prepared after an order has already been placed with a vendor. Emergency orders are to be discouraged, but may at times be required due to unforeseen emergencies requiring immediate action. If an item must be ordered immediately, the department must still forward its purchase requisition to the Finance Director so that a purchase order may be prepared. The purchase order will bear the notation "Confirmation Only - Do Not Duplicate", and be sent to the vendor.

form. All required documentation, including invoices, must be attached to the voucher. The expenditures include, but are not limited to:

Advertising	Boards and Commission expenses (meetings, etc.)
Books (Individual)	Clothing allowances
Conference fees	Debt service
Dues and subscriptions	Employee training
Food	Health, dental and life insurance
IMRF & FICA payments	Performance bond refunds
Petty cash reimbursements	Physical Exams
Postage	Seminar fees
Travel expenses	Utility charges

4.4 CHANGE ORDERS

The Village Manager or designee is authorized to approve any change order to a Village public works contract which is less than twenty thousand dollars (\$20,000). The following change order provisions shall apply:

- a. A change order that increases a Village contract by twenty thousand dollars (\$20,000) or more must have authorization from the Village Board.
- b. The Village Engineer or Department Heads and designees shall consult with the Village Manager on an ongoing basis regarding change order requests on all infrastructure projects.
- c. For every change order, the Village will receive and keep on file supporting paperwork provided by the Village Engineer and/or engineering firm providing construction observation on the project.
- d. If in any given week change orders are estimated to be in excess of \$20,000 in the aggregate, the Village Manager shall notify the chairman of the EPS Committee and Village President.
- e. The Engineering Monthly Report shall include an exhibit listing all change orders on all infrastructure projects up to the date of that Report. The listing shall include a brief description of the change order, the cost of the change order and its status. In addition, for any change orders the exceed \$5,000, the exhibit shall include a memorandum from the Village Engineer detailing the change order as well as the reason and support for the change order.
- f. All change orders shall be authorized in writing, and any change order authorizing or necessitating an increase or decrease in either the cost of a public contract by a total of ten thousand dollars (\$10,000) or more, or the time of completion by a total of thirty (30) days or more shall require a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interests of the Village.

As a reminder, State law requires that any change orders for public works contracts, regardless of price, that authorize or necessitate any increase in the contract price that is 50% or more of the original contract price or any increase in the price of a subcontract that

4.2 BLANKET PURCHASE ORDERS

Blanket purchase orders are used for those vendors from whom many repetitive purchases are made as supplies are required. Rather than issue a purchase order for each individual purchase, a purchase order is issued for a specified period (i.e. month, 6 months, 1 year) to cover all purchases made during that period. When submitting invoices for payment, attach a photocopy of the purchase order to the invoice related to the blanket purchase order or make a notation on the invoice referencing the blanket purchase order to which it relates.

Materials and services for which blanket purchase orders are used are to be determined by the Department Head in concert with the Finance Director and approved by the Village Manager. If it is found that the same small items are frequently purchased under blanket purchase orders, the Department Head shall be responsible for exploring the possibility of regular purchasing and stocking these items or perhaps the development of a contract for the purchase of these items.

Department heads should select an appropriate vendor following the General Purchasing Policies outlined in Section 3.0.

A blanket purchase order enables departments to purchase goods of low value on a daily basis, if necessary, from a single source. This avoids time consuming paperwork and allows for the smooth functioning of departments engaged in work where frequent small purchases are necessary.

Examples of items which can be purchased using a Blanket Purchase Order are:

Asphalt	Automotive repair parts (repetitive items)
Hand tools	Hardware supplies
Keys and locks	Landscape supplies
Linen service	Lubricants
Lumber	Miscellaneous maintenance supplies
Nuts, bolts, washers, wire, etc.	Office Supplies
Oxygen and acetylene	Soil and fill
Park & Recreation Programming	

All blanket purchase orders shall contain a "not to exceed" price.

By April 1 each year, each department shall submit a list of blanket purchase orders with proper documentation for the upcoming fiscal year to the Finance Director. Any blanket purchase orders in excess of \$20,000 must be approved by the Village Board.

4.3 EXPENSES NOT REQUIRING PURCHASE ORDERS

Several categories of expenditures do not require issuance of a purchase order. These expenditures shall be submitted to the Finance Department for payment using a voucher

is 50% or more of the original subcontract price, must be resubmitted for bidding in the same manner for which the original contract was bid.

4.5 EXCEPTIONS TO COMPETITIVE BIDDING PROCEDURE FOR PURCHASES IN EXCESS OF \$20,000

The bidding procedure detailed in Section 5.0 below for purchases in excess of twenty thousand dollars (\$20,000) need not be utilized when one of the following exceptions applies:

- a. The purchase of supplies, materials or equipment where the cost exceeds twenty thousand dollars (\$20,000), and contract for services, work or public improvements where the cost exceeds twenty thousand dollars (\$20,000), is authorized by a vote of two-thirds ($\frac{2}{3}$) of all the Trustees then holding office;
- b. The contract is of a type covered under the Local Governmental Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*), including contracts for architectural, engineering and land surveying services. Such contracts shall be governed by the statutory requirements set forth in that Act;
- c. The purchase is a joint purchase with other governmental agencies made pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*);
- d. The contract is for any work or public improvement to be paid for, in whole or in part by special assessment or special taxation, Such contracts shall instead be governed by applicable statutory requirements;
- e. The contract is for normal utilities used by the Village;
- e. Any other contracts awarded in accordance with state statutes where such statutes provide for or authorize conflicting or different bidding procedures or requirements.

5.0 BIDDING PROCEDURE FOR PURCHASES IN EXCESS OF \$20,000

The competitive bid procedure for purchases of supplies, materials or equipment where the cost exceeds twenty thousand dollars (\$20,000) and for all contracts for services, work or public improvements where the cost exceeds twenty thousand dollars (\$20,000) is generally described below:

- a. The Department Head initiates the formal bid process through communication with the Finance Director describing the project to be bid, cost estimates, amount budgeted and time schedule for both the bidding and completion of the project.
- b. Detailed specifications are prepared and a "Bid Notice" shall be published by the Department Head in at least one newspaper of general circulation in the Village indicating the date, time and location of the bid opening. The notice

should be published at least ten (10) days prior to the time designated for the opening of bids. The notice shall contain the following information:

- i. A description of the supplies, materials, equipment, services, works or public improvements to be procured. If the description is general in nature, the notice shall state that more detailed specifications, plans, and other relevant documents will be available for inspection at the Village Clerk's office during regular business hours;
 - ii. The dates, time and places at which bid forms may be obtained;
 - iii. The place at which bids must be submitted;
 - iv. The date, time and place at which bids will be opened; and
 - v. A statement that the village reserves the right to reject any and all bids received.
- c. A "Bidders List" is prepared and bid packages or a notice indicating availability of bid specifications is mailed to interested contractors. The Village may take advantage of e-bid websites and services and post on Village website.
- d. Solicitation Of Additional Bids: In addition to those bids received in response to published public notice, the Village Manager or his designee may solicit bids from any prospective bidder by such other means as may increase the total number of qualified bids likely to be received.
- e. Bid Surety: Each bid shall be accompanied by such cash deposit, bid bond or other surety as the village may require based upon the nature of the purchase or contract involved. The required nature and amount of such bid surety shall be specified in the bidding documents. All unsuccessful bidders shall be entitled to the return of their bid surety within ten (10) days following the rejection of their bids.
- f. Specifications: Specifications shall be:
- i. Available for inspection by all bidders;
 - ii. Prepared, whenever practicable, so as not to limit a bidder to a specific brand; and
 - iii. Amended only in writing, and such amendments shall be made available to prospective bidders within a reasonable time prior to the time for final submission of bids to allow prospective bidders to consider them in preparing their bids.
- g. Prebid Conferences: Prebid conferences may be conducted to explain the specifications. They shall be announced to all prospective bidders known to have received a request for bids. The conference should be held long enough

- k. **Opening And Recording Of Bids:** Bids and modifications shall be opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the public notice. Any delay in the bid opening shall not invalidate either the bidding process or any bid not withdrawn prior to the delayed bid opening as provided in subsections 5.0(h) and (i) of this section. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Village Manager, shall be read aloud or otherwise made available. Such information also shall be recorded at the time of bid opening; that is, the bids shall be tabulated or a bid abstract made. The names and addresses of required witnesses shall also be recorded at the opening. The opened bids shall be available for public inspection only as required by the Illinois freedom of information act. A bidder may designate materials submitted as a trade secret or otherwise proprietary, privileged, or confidential. Any material so designated shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. The Village and its officers and employees shall not be liable for any harm due to the disclosure of any materials designated by a bidder as a trade secret or otherwise proprietary, privileged, or confidential information, when such information is disclosed in the reasonable belief that such disclosure is required or appropriate pursuant to the Illinois Freedom of Information Act. The tabulation of bids or bid abstract will be available in the Village offices for at least ten (10) days following the award of any contract through competitive bidding.

- l. **Mistake In Bids:** A bidder may correct mistakes discovered before the time and date set for bid opening by modifying the bid as provided in subsection 5.0(h) of this section or by withdrawing the bid as provided in subsections 5.0(h) and 5.0(i) of this section. When, following the opening of any bid, the Village Manager knows or has reason to conclude that a mistake has been made, the Village Manager or his or her designee should request the bidder to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. However, any mistake that is not discovered and corrected prior to the opening of bids shall not be a basis for modification or withdrawal of the bid by the bidder, and the bidder shall be bound by the bid as submitted and opened. The Village's rights as to any such mistake shall be as specified in subsection 5.0(m) of this section.

- m. **Award Of Contracts:** The contract shall be awarded within the time specified in the bidding documents or, if no time is specified, within a reasonable time, by written notice to the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the Village. The Village shall have the authority to reject the low bid; to accept any item of bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid

- p. Notice Of Award: Written notice of award shall be sent to the successful bidder.
- q. Subsequent Award: A contract awarded to a bidder who fails to comply with the conditions necessary to formal execution of the contract agreement may be annulled. Upon annulment of an award, the village may award the contract to the next lowest responsible bidder whose proposal is found to be in the best interests of the village, or the village may readvertise for bids.
- r. Single Bids: The village desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the village from accepting that bid.

5.1 COMPETITIVE PURCHASING

It is the policy of the Village of Hinsdale to procure needed purchases of supplies, materials, equipment, and contracts for services, work and public improvements at the lowest responsible cost. Absent special circumstances, purchases and contracts less than or equal to twenty thousand dollars (\$20,000) will be made only after multiple price quotations have been obtained as required in Section 3.0. The following guidelines shall be followed:

- a. Informal telephone price quotations may be obtained when:
 - urgency is of prime consideration
 - specifications are clear and simple
 - cost of items is less than or equal to five thousand dollars (\$5,000).
- b. Written price quotations should be obtained when:
 - specifications are detailed
 - potential suppliers are not located nearby
 - needed items are made to order
 - cost of items or services is equal to or in excess of five thousand dollars (\$5,000) but less than or equal to twenty thousand dollars (\$20,000).
- c. The Village Manager or his or her designee has discretion to utilize procedures other than those set forth above when special circumstances are present. Special circumstances include, but are not limited to, instances where the item or service sought is a "single-source" item, or where the Village Manager finds that joint purchases with other governmental agencies pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pursuant to the procedures set forth in that Act are in the best interests of the Village, or where the purchase or contract involves work activities that must be handled by defined sources.

Periodically, each Department shall conduct a request for proposal (RFP) or request for qualification (RFQ) activity for all professional services providers who routinely provide

6.3 VENDOR DISCOUNTS

It is the policy of the Village to take advantage of all available vendor discounts. The following points should be kept in mind:

- a. Cash discounts may be offered for prompt payment.
- b. Trade discounts or special municipal pricing levels are sometimes offered to municipalities for the purpose of attracting their business. In many cases, the Village will not be offered such discounts unless the purchaser asks if one is available. Therefore, it is essential that Department Heads, when obtaining price quotations, inquire as to whether such discounts are available.

6.4 COOPERATIVE PURCHASING

Cooperative purchasing between the Village of Hinsdale and the State of Illinois, other local governments, local cooperatives such as the DuPage Mayors and Managers Conference, or arrangements with other organizations can result in significant savings on the purchase price of many items. It is the policy of the Village to enter into cooperative purchasing agreements when:

- significant savings will result,
- quality, availability, or service will not be sacrificed,
- the Village will be separately billed for its purchases, and
- ordered items will be delivered directly to Village (unless otherwise agreed).

Department Heads are responsible for analyzing the desirability of cooperative purchasing arrangements and to make recommendations to the Village Manager. Department Heads should research cooperative purchasing arrangements to ensure that competitive prices are being obtained.

7.0 EMPLOYEE CONFLICT OF INTEREST

Village employees are prohibited from having a financial interest, either directly or indirectly through any other person or entity, in any contract, work, or business of the Village or in the sale of any Village property. Village employees are prohibited from having secondary employment with any business or entity that is a vendor to the Village. No Village officers shall have any interest in any contract, procurement, work or business of the Village that is prohibited by Section 3 of the Public Officer Prohibited Activities Act (50 ILCS 105/3) and Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10).

their services to the Village in order to ensure that the Village is utilizing the provider who will maximize the benefits to the Village.

6.0 GENERATING A PURCHASE ORDER

The first step in generating a purchase order is to fill out the Requisition form. See page 19 for more detailed instructions on the completion of the requisition form. Be sure to complete all information and attach any supporting documentation denoting the authority for procurement, such as the Agenda item for Village Board approval, the information quotations received for the purchase, etc. The Requisition must be signed by the Department Head and then be submitted to the Finance Director and Village Manager for approval. A copy of the resulting purchase order will be sent to the vendor and the initiating department.

Be sure to attach a copy of the purchase order with price quotes to any related invoices received. If the final invoice (or the only invoice) is being processed, attach a copy of the purchase order indicating that the purchase order should be closed or liquidated when submitting it to the Finance Department for payment. Writing "Close PO" indicates that the purchase order is to be closed out upon payment of the invoice.

6.1 SHIPPING AND FREIGHT

All bid prices and price quotations shall be Freight on Board (F.O.B.) Village of Hinsdale with delivery to a point or points within the Village.

Department Heads should inquire into applicable shipping charges when obtaining price quotations. Any shipping charges to be paid by the Village will be regarded as part of the price quotation when selecting the successful vendor. Unless otherwise stated, all formal bid proposals shall include freight and delivery charges, if the Village will be bearing that cost.

6.2 RECEIVING AND INSPECTION

Department Heads are responsible for receiving and inspecting all deliveries to their departments to ensure that items received conform to the specifications and quantities that were ordered. All deliveries should be thoroughly inspected to ensure that materials are received in satisfactory condition. Upon receipt, invoices should be marked as received and a packing slip (if available) should also be attached to the invoice, prior to submission to the Finance department for payment. The Department Head or their designee shall approve and authorize payment of each invoice.

after the specifications have been issued to allow bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing bids. Nothing stated at the prebid conference shall change the specifications unless a change is made by written amendment as provided in subsection 5.0(f)(iii) of this section. A summary of the conference shall be made available for inspection along with the specifications. If a transcript is made it shall be a public record.

- h. **Submission Of Bids:** All bids shall be submitted in sealed envelopes, clearly marked on the outside with the word "bid" and the name of the applicable procurement, at the place designated in the public notice, and prior to the time for opening of bids established in the public notice or as otherwise established by the village manager. Upon receipt, each bid shall not be opened, shall be marked with the date and time received, and shall be stored in a secure place until the time set for bid opening.
- i. **Preopening Modification Or Withdrawal Of Bids:** Bids may be modified or withdrawn by written notice received in the office designated in the public notice prior to the time and date set for bid opening. All modifications and withdrawals of bids shall be submitted in sealed envelopes, clearly marked on the outside with the words "modification of bid" or "withdrawal of bid" and the name of the applicable procurement, except that a modification or withdrawal received by telephone prior to the time set for bid opening will be effective if the company confirms the telephone message by sending a written copy or email confirmation of the modification or withdrawal request prior to the time set for bid opening. Upon receipt, modification of bids shall not be opened, shall be marked with the date and time received, and shall be stored in a secure place until the time set for bid opening. Withdrawals of bids shall be opened upon receipt. If a bid is withdrawn in accordance with this section, the bid and the bid surety, if any, shall be returned to the bidder. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file.
- j. **Late Bids, Late Withdrawals, And Late Modifications:** Any bid, or withdrawal or modification of a bid, received after the time set for opening of bids is late. No late bid, late modification, or late withdrawal shall be opened or considered unless the time for bid opening is extended and the Village Manager issues a written statement that additional bids or modifications or withdrawals will be open and considered. In addition, in the event that the bid opening is delayed, any bid may be withdrawn prior to the actual opening of the bids without such a written statement from the Village Manager. All late bids, late withdrawals or late modifications shall be returned unopened to the bidder submitting them. The Village shall keep a record of receipt of all late bids, late modifications, or late withdrawals that are returned to bidders.

opening and to waive irregularities and informalities in any bid submitted or in the bidding process, when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any bidder. The Village shall always have the right to negotiate with the lowest responsible bidder to reduce the bid price so long as no other provision of the bid is modified.

- n. Factors Governing Award: In determining the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the Village, the Village shall consider the following factors in addition to price, as applicable to the procurement involved:
 - i. The ability, capacity, and skill of the bidder to perform the contract;
 - ii. Whether the bidder has the requisite facilities, plant, organization, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified, without delay or interference;
 - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - iv. The quality of the bidder's performance of previous contracts;
 - v. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract;
 - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract;
 - vii. The relation to the procurement in question to other work, supplies, materials, equipment or services being provided to the Village by the bidder;
 - viii. The established relationship, or lack thereof, between the village and the bidder;
 - ix. The quality, availability, adaptability and capabilities of the work, supplies, materials, equipment or services to the particular use required;
 - x. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable; and
 - xi. Any other factor that the Village may legally consider in determining the proposal that is in the best interests of the Village.
- o. Bidders In Default To Village: The Village shall not make a procurement from or award a contract to a person who is in default on a contract or procurement with the village or in the payment of monies due the village.

9.0 INVOICE PAYMENT PROCESS

Once an item has been purchased and received, it becomes necessary to do the accounting work associated with its payment. The invoice payment process is designed to assign proper account numbers and to obtain necessary approvals that to ultimately result in payment to the vendor. This process is designed to be a simple and quick method to record the Village's accounts payable. For purposes of processing invoices:

For invoices associated with a purchase order: Invoices mailed to the Finance Department will be sent to each department for processing. Upon receipt of the invoice, the department will verify receipt of the goods or services and assign an account number for the expense to be charged. A copy of the purchase order and any packing slips or receiving tickets should be attached to the invoice, and Department Head approval should be noted on the paperwork. All invoices will subsequently be approved by the Finance Director, and any invoices exceeding \$5,000 shall also be approved by the Village Manager.

For invoices NOT associated with a purchase order: Invoices mailed to the Finance Department will be sent to each department for processing. Upon receipt of the invoice, the department will verify receipt of the goods or services and assign an account number for the expense to be charged. A payment approval stamp shall be placed on each invoice, or in lieu of the payment approval stamp, a payment voucher from should be prepared. The payment voucher and any packing slips or receiving tickets should be attached to the invoice, and Department Head approval should be noted on the paperwork. All invoices will subsequently be approved by the Finance Director, and any invoices exceeding \$5,000 shall also be approved by the Village Manager.

For invoices over \$5,000, Departments must provide additional information when submitting the invoice to ensure compliance with the Purchasing Policy Manual. There are four categories of additional information required to assist the Finance Department in reviewing the propriety of a purchase and approving payment:

- a. For invoices not associated with a purchase order, vendor quotes should be attached as required in Section 3.0.
- b. If there has been no purchase order issued but quotes are not required due to the professional service, single source, or other applicable exemption: include a memo addressed to the Finance Director detailing why this item is a single source, describing the nature of the professional services, or why it is otherwise exempt.
- c. If payment has been approved by Village Board: Include the memo sent to the Village Board requesting approval (this includes single purchases that are bid and/or service contracts).

7.1 VENDOR COMPLIANCE WITH LAWS / NON-DISCRIMINATION

It is the policy of the Village of Hinsdale that all potential bidders have an equal opportunity to submit bids and to compete on an equal basis for Village business. Also, under Illinois law, the Village is obligated to require all its contracts and bid specifications to include mandatory language on matters such as fair employment practices, collusion, bid rigging, tax evasion, Prevailing Wage, and other matters. These requirements may change from time to time and persons preparing such documents are required to check with the Finance Director and the Village Legal Counsel for current requirements and to determine which are applicable to the contract concerned (for example, Prevailing Wage requirements only apply to public works contracts, not commodities purchases). At a minimum, all bid specifications, purchase orders and contracts to which the Village of Hinsdale is party, must contain the standard recitals as set forth in *Appendix B – General Contract Conditions*.

Additionally, contracts for purchases of printed products (e.g., letterhead paper, envelopes, and pamphlets) are required under State law to be printed with soy ink, and any contract documents, specifications or purchase orders must reference this requirement.

8.0 PAYMENT POLICIES

- a. It is the Village's policy that any bill approved for payment shall be paid within 30 days after the date of approval. The Village will make payments in conformance with the provisions of the Local Government Prompt Pay Act.
- b. Sales Tax Exemption. The Village of Hinsdale is exempt from paying all local and state sales taxes. When reviewing and approving invoices, Department Heads and/or their designees shall verify that the vendor has excluded any sales taxes from the amount due from the Village. The Finance Department will provide the necessary information regarding the Village's State Sales-Tax Exemption Certificate to any vendor upon request.
- c. Reimbursement to Employees for Purchases made on behalf of the Village; the Finance Department will process a reimbursement to an employee for goods and services, purchased by the employee with the employee's money on behalf of the Village, when the Department Head submits the paid receipt with his or her approval.

- d. If the invoice qualifies for an exception from normal purchasing procedures a notation should be made describing reason for the exemption and the circumstances as to why normal procedures were not followed.

Appendix A

The Accounts Payable Process – General Overview

No Purchase Order Required (< \$1,000 in value or not required by Purchasing Policy Manual)

- 1. ORDER GOODS:** PHONE, FAX, MAIL, STORE BOUGHT, INTERNET
- 2. RECEIVE THE GOODS**
 - A) SIGN AND RETAIN THE PACKING SLIP**
 - B) IF NO PACKING SLIP, NOTE RECEIPT OF GOODS ON THE INVOICE**
- 3. RECEIVE INVOICE**
 - A) SHOULD BE RECEIVED BY THE FINANCE DEPARTMENT**
 - B) SHOULD INCLUDE IDENTIFYING ORDER NUMBER**
- 4. INVOICE APPROVAL**
 - A) INVOICE SENT TO DEPARTMENT FOR APPROVAL**
 - B) DEPARTMENT ASSIGNS ACCOUNT NUMBER TO BE CHARGED**
 - C) OBTAIN SIGNATURE OF DEPARTMENT HEAD**
 - D) INCLUDE ANY ADDITIONAL INSTRUCTIONS REGARDING PAYMENT PROCESS**
 - E) RETURN TO FINANCE**
- 5. FINAL INVOICE APPROVAL:** OBTAIN SIGNATURE OF FINANCE DIRECTOR; FOR INVOICES OVER \$5,000 ALSO OBTAIN SIGNATURE OF VILLAGE MANAGER
- 6. CHECK PREPARED**
 - A) FACSIMILE SIGNED BY VILLAGE PRESIDENT AND VILLAGE TREASURER**
 - B) MAILED TO VENDOR**

Purchase Order Required

1. ORDER GOODS

A) PREPARE REQUISITION

1. COMPLETE ALL INFORMATION
2. ATTACH BACKUP PAPERWORK – QUOTES, ETC.
3. SIGNED BY DEPARTMENT HEAD
4. SUBMIT TO FINANCE DIRECTOR

B) PURCHASE ORDER

1. PREPARED BY FINANCE
2. SIGNED BY VILLAGE MANAGER
3. THREE COPIES PRINTED: VENDOR, DEPARTMENT AND FINANCE
4. DISTRIBUTED BY FINANCE

2. RECEIVE THE GOODS

- A) SIGN THE PACKING SLIP
- B) RETAIN THE PACKING SLIP
- C) ATTACH PACKING SLIP TO DEPARTMENT COPY P.O.
- D) P.O. SIGNED-OFF BY DEPT. HEAD

3. RECEIVE INVOICE

- A) SHOULD BE SENT TO THE FINANCE DEPARTMENT
- B) SHOULD INCLUDE A COPY OF THE P.O. AND A SIGNATURE OF RECEIPT OF THE GOODS

4. INVOICE PAYMENT APPROVAL

- A) ATTACH P.O. IF NOT PREVIOUSLY ATTACHED
 1. INCLUDES ATTACHMENTS
 2. INCLUDES PACKING SLIPS
- B) APPLY INVOICE APPROVAL STAMP TO THE INVOICE, ASSIGN ACCOUNT NUMBER AND SHOULD BE SIGNED BY THE DEPARTMENT HEAD

5. FINAL INVOICE APPROVAL

- A) OBTAIN SIGNATURE OF FINANCE DIRECTOR; FOR INVOICES OVER \$5,000 ALSO OBTAIN SIGNATURE OF VILLAGE MANAGER

6. CHECK PREPARED

- A) FACSIMILE SIGNED BY VILLAGE PRESIDENT AND VILLAGE TREASURER
- B) MAILED TO VENDOR

PURCHASING REQUISITION FORM

The completed purchasing requisition form is a request for a purchase order. The requisition form should be used only when a purchase order is required to obtain a good or service. A purchase order is generally required if the purchase cost of the goods or services exceeds \$1,000. A purchase order may also be requested by the vendor, or by the department head for encumbrance purposes.

Appendix B

General Contract Specifications

INSURANCE REQUIREMENTS:

Note: The Village is insured by the Intergovernmental Risk Management Agency (IRMA). The following are their requirements for required insurance coverage for any vendor completing work for the Village.

Contractor shall procure and maintain, for the duration of the engagement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

subcontractors must submit to the Village of Hinsdale on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

D. Contractor shall defend and hold harmless the Village for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the Village of Hinsdale, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

B. **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 and waives any limitation of liability defense based upon the Workers' Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees,

except to the extent those claims arise as a result of the Village's own negligence.

COMPLIANCE WITH LAWS

A. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.

2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

C. OTHER LAWS AND REGULATIONS

such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

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

Collusion:

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded conspired, connived or agreed, directly or indirectly,

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026 . The Village reserves the right to request full certified copies of the insurance policies and endorsements.

OTHER GENERAL CONTRACT SPECIFICATIONS:

PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

PREVAILING WAGE REQUIREMENTS

A. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (See, 820 ILCS 130/01. et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

B. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <http://www.state.il.us/agency/idol/>.

C. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to the Drug-Free Workplace Act, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Hinsdale.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):

EQUAL EMPLOYMENT OPPORTUNITY

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any

warranty.

Illinois Freedom of Information Act:

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

with any other Contractor, Village employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code, 720 ILCS 5/33E-3; 33E-4.

Equal Pay Act:

The successful Contractor, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

National Security/USA Patriot Act:

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractors shall represent and warrant to the Village of Hinsdale that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor shall further represent and warrant to the Village of Hinsdale that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor shall agree to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor shall further represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that the Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and

Appendix C

Definitions

CONTRACT: Any agreement, either oral or written, regardless of what it may be called, to procure supplies, services, works or public improvements. Except where expressly provided, the term “procurement” includes contracts to procure.

PROCUREMENT: The buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, works or public improvements.

PUBLIC IMPROVEMENT: The building, altering, repairing, improving, or demolishing of any public structure or building, or other construction of any kind on any public real property.

SERVICES: The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. Services shall not include services performed pursuant to employment agreements or collective bargaining agreements.

SUPPLIES: All property, including, but not limited to, equipment, materials, and printing, but excluding any interest in real estate.

END OF DOCUMENT

8a

DATE: May 20, 2014**REQUEST FOR BOARD ACTION**

AGENDA EPS Agenda	ORIGINATING
SECTION NUMBER	DEPARTMENT Public Services
ITEM Globe Construction Concrete Repairs	APPROVAL
<p>Each year on an as needed basis, the Public Services staff coordinates restoring the concrete in those areas throughout town that have incurred damage due mainly to the repairs of broken water mains.</p> <p>The concrete repairs must be completed prior to staff initiating the complete restoration of the parkway. As you can understand residents are often very eager for the Village to complete this work as quickly as possible.</p> <p>The Public Service Department staff solicited and received pricing for the work through a formal bid process through the Municipal Partnering Initiative (MPI). You might recall that materials have been shared with the Board regarding the MPI and its goal of pooling municipal purchases to gain greater purchasing power in the open market. Eight municipalities participated in the bidding for this restoration service with the low bid received from Globe Construction.</p> <p>The Village has identified 18 concrete restoration locations. Public Services staff has contacted representatives from Globe Construction and received pricing through the MPI contract. It is staff's belief that the price quoted by Globe is more favorable than that which we could have secured had we bid the work on our own.</p> <p>In preparation of awarding this work, staff spoke with Globe Construction who indicated that they currently have work scheduled in Naperville and Waukegan beginning next week. This unfortunately would push back the Hinsdale work approximately eight weeks.</p> <p>The position and competing for the scheduling of work is something that was addressed with the EPS Committee and a real consideration when securing MPI work. Staff asked the contractor, Globe Construction, would they be able to put Hinsdale before the work scheduled for the upcoming weeks and the contractor stated that they could accommodate the work this week. However this presents an issue with respect to receiving formal approval from the Village Board.</p> <p>Due to the number of municipalities included in this bid, staff is seeking to begin work on these locations while the contractor is in the area. The locations, cost through MPI, and sizes of repairs have been provided to the EPS Committee. All work is scheduled to begin on Wednesday 5/14/14.</p>	

Public Services staff would like to take advantage of the MPI pricing and would respectfully request the following motion:

MOTION: Award contract to Globe Construction in the amount of \$18,114.50 for the concrete restoration work in various locations throughout the Village.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				