



## MEETING AGENDA

*Due to the ongoing public health emergency, and based on the authority provided by Governor Pritzker's Executive Order 2020-07, dated March 16, 2020 suspending the Open Meetings Act physical presence requirement, this meeting will be conducted electronically. The meeting will still be broadcast live on Channel 6 and the Village website.*

*Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at [cbruton@villageofhinsdale.org](mailto:cbruton@villageofhinsdale.org). Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, public comment may also be made by phoning into the meeting at 312.667.4792 Conference Code 581537. If you have questions regarding communication to the Board during the meeting, please contact Assistant Village Manager/Director of Public Safety Brad Bloom at 630.789.7007.*

### **REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES**

**Tuesday, April 21, 2020**

**7:30 P.M.**

**This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website**

*(Tentative and Subject to Change)*

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

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. APPROVAL OF MINUTES**

- a) Special Meeting of April 6, 2020
- b) Regular Meeting of April 7, 2020

#### **4. VILLAGE PRESIDENT'S REPORT**

#### **5. CITIZENS' PETITIONS\* (Pertaining to items appearing on this agenda)**

#### **6. FIRST READINGS – INTRODUCTION\*\***

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

#### **Environment & Public Services (Chair Byrnes)**

- a) Approve DuPage County joint bid purchase of bulk winter de-icing salt to Compass Minerals America, Inc. in the amount of \$56,791

- b) Award the contract for construction of the East Chicago Avenue Drainage Corridor Improvement Project to H. Linden & Sons Sewer & Water, Inc. in the amount not to exceed \$1,949,726
- c) Award the contract for engineering services for construction observation of the East Chicago Avenue Drainage Corridor Improvement Project to HR Green, Inc. in the amount not to exceed \$133,514.75
- d) Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 1 to John Neri Construction Company in the amount not to exceed \$998,662
- e) Award the contract for engineering services for construction observation of the Chicago Avenue Water Main Improvement Project – Phase 1 to HR Green, Inc. in the amount not to exceed \$75,142.75

## **7. CONSENT AGENDA**

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

### **Administration & Community Affairs (Chair Hughes)**

- a) Approval and payment of the accounts payable for the period of April 8, 2020 to April 21, 2020, in the aggregate amount of \$676,525.61 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*

## **8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

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

### **Zoning & Public Safety (Chair Stifflear)**

- a) Approve an Ordinance approving a Second Major Adjustment to a Planned Development and associated Exterior Appearance and Site Plan for Façade and Signage updates at 420 E. Ogden Avenue – Continental AutoSport\*\* (*First Reading – April 7, 2020*)

## **9. DISCUSSION ITEMS**

- a) Parking deck update
- b) Tollway update

## **10. DEPARTMENT AND STAFF REPORTS**

- a) Police
- b) Community Development

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

## **12. OTHER BUSINESS**

## **13. NEW BUSINESS**

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

**15. TRUSTEE COMMENTS**

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

**17. ADJOURNMENT**

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

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

***\*\*\*Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

**Website <http://villageofhinsdale.org>**

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL MEETING  
April 6, 2020**

The specially scheduled meeting (conducted electronically) of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 6, 2020 at 6:30 p.m., roll call was taken.

Present: *(by telephone)* President Tom Cauley, Trustees Gerald J. Hughes, Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Laurel Haarlow and Neale Byrnes

Absent: None

Also Present: Village Manager Kathleen A. Gargano *(by telephone)*, Assistant Village Manager/Director of Public Safety Brad Bloom, and Village Clerk Christine Bruton

**VILLAGE PRESIDENT  
INTRODUCTION**

"This open special meeting of the President and Board of Trustees of the Village of Hinsdale is being conducted remotely consistent with Governor Pritzker's Executive Order of March 16, 2020, due to the current State of Emergency in the State of Illinois given the outbreak of the novel coronavirus.

In order to mitigate the transmission of the virus and reduce risk of COVID-19 illness, we have been advised and encouraged by the State to postpone consideration of public business where possible, and where a meeting is necessary, to limit public gatherings, and as such, the Governor's Order suspends the requirement of the Open Meeting Act that members of the public body be physically present. Further, all members of public bodies are allowed and encouraged to participate remotely.

The Order allows public bodies to meet remotely and encourages public bodies to ensure that the public may monitor the meeting."

**CITIZENS' PETITIONS**

President Cauley explained that public comment is permitted, and he asked that if any citizen is on the line wishing to address the Board, to please identify themselves before speaking. There being none, he asked the Clerk if any comments had been received in writing. There were none received. There being no public comment and no further business before the Board, President Cauley stated there is a need for a closed session and asked for a motion to adjourn to closed session not to reconvene in open session.

## ADJOURNMENT

Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of April 6, 2020 into closed session under 5 ILCS 120/2(c)(5) purchase or lease of real property, and 5 ILCS 120/2(c)(11) litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and to adjourn the special meeting at the conclusion of the Closed Session.** Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Adjourned to Closed Session at 6:40 p.m.

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

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE REGULAR MEETING  
April 7, 2020**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 7, 2020 at 7:32 p.m., roll call was taken.

Present: President Tom Cauley

Participating by telephone: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Gerald J. Hughes, Laurel Haarlow, and Neale Byrnes

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, and Village Clerk Christine Bruton

Participating by telephone: Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Planner Chan Yu

**VILLAGE PRESIDENT  
INTRODUCTION**

"This open special meeting of the President and Board of Trustees of the Village of Hinsdale is being conducted remotely consistent with Governor Pritzker's Executive Order of March 16, 2020, due to the current State of Emergency in the State of Illinois given the outbreak of the novel coronavirus.

In order to mitigate the transmission of the virus and reduce risk of COVID-19 illness, we have been advised and encouraged by the State to postpone consideration of public business where possible, and where a meeting is necessary, to limit public gatherings, and as such, the Governor's Order suspends the requirement of the Open Meeting Act that members of the public body be physically present. Further, all members of public bodies are allowed and encouraged to participate remotely.

The Order allows public bodies to meet remotely and encourages public bodies to ensure that the public may monitor the meeting."

**PLEDGE OF ALLEGIANCE**

President Cauley led those in attendance in the Pledge of Allegiance

**APPROVAL OF MINUTES**

**a) Special Meeting of March 16, 2020**

Following changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the special meeting of March 16, 2020, as amended.** Trustee Posthuma seconded the motion.

**AYES:** Trustees Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Posthuma

Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

### **COVID-19 UPDATE**

President Cauley reported that although Village Hall is closed, all departments are still providing services, and he thanked staff for their efforts. The Village Manager participates in regional calls with the Governor's Office, Chicago Mayor Lightfoot, the Illinois Department of Public Health, the DuPage County Public Health Department, and area Mayors and Managers multiple times a week. This way she continues to collect information and guidance regarding health directives, relief for businesses, as well as potential State and Federal relief for municipalities. He acknowledged residents may have some frustration over the inability to hold certain public meetings, but these steps have been taken in response to the Executive Order of the Governor. He also acknowledged there has been some disappointment at the closing of the KLM dog park, but the volume and activity were to the point that the Police Chief determined this was necessary.

The Village has information on its website and information related to Federal subsidies or loans is posted and sent to the Chamber and the other business members in the community. This week new posters were installed in Burlington Park urging all Hinsdaleans to stay strong, support local businesses, and stay home unless it is essential. He has been informed that the next few weeks are critical to flattening the curve. By residents staying home, the spread of the virus is reduced, and the hospital system is not overburdened.

He reported the Village Manager and the Police and Fire Chiefs participate in weekly meetings with Hinsdale Hospital staff to understand what impact COVID-19 has had on the community and hospital operations. Generally, due to the shelter in place, emergency room activity is significantly reduced which allows medical staff to focus on COVID-19 patients. Hinsdale Hospital is an identified COVID-19 service area. In the event that there is a surge, the Hospital may treat LaGrange and Hinsdale as one campus utilizing formerly vacant buildings to handle an overflow of patients within the campuses. So, at this time, seeing tents outside the hospital is not something planned. President Cauley provided current area case numbers. He reported the generosity and volunteerism of residents noting one resident in particular, Bao Wakefield, who coordinated an effort to donate masks and gowns for our emergency personnel. He thanked all the residents who continue to volunteer their time and efforts.

### **CENSUS**

President Cauley reminded residents that the 2020 Census is in progress and they are required by law to be counted. He explained the value to the community to do so because an accurate count means funds for our community, and the representation our area deserves for the next ten

years. He noted residents can respond on line, and that mailers have been sent to every residence. Census information can be found on the Village website, as well.

## **REPUBLIC SERVICES – YARD WASTE COLLECTION**

President Cauley reported that Republic Services is currently not picking up yard waste as a result of a manpower issue; however, they intend to start April 20. The Village has been advised that waste service could be shut down because of the COVID issue if the collection sites are closed, but at this time it does not appear likely this will happen.

## **CITIZENS' PETITIONS**

President Cauley explained that public comment is permitted, and he asked that if any citizen is on the line wishing to address the Board, to please identify themselves before speaking.

**Ms. Julie Laux, of 641 S. Elm**, addressed the Board stating she is the owner of Jordon Homes. She asked that the Board reconsider their direction of setting a moratorium in this economic climate, and find a forum for the Historic Preservation Commission (HPC) to continue to meet. President Cauley explained the moratorium issue has been sent to the Plan Commission, and that he has left it up to commission chairpersons as to whether or not to hold their meetings. The Plan Commission will hold a public hearing on the moratorium. He acknowledged that the HPC has 10-11 outstanding items, and staff is working on a way to have those meetings proceed. Ms. Laux asked for assurance that the May 6 meeting will take place. Village Manager Kathleen Gargano said different methods of teleconferencing are being explored, but staff is focusing energies on the COVID-19 impact on public safety. President Cauley assured Ms. Laux that we hear her concerns, and will work to address them.

## **FIRST READINGS – INTRODUCTION**

### **Zoning & Public Safety (Chair Stifflear)**

- a) **Approve an Ordinance approving a Second Major Adjustment to a Planned Development and associated Exterior Appearance and Site Plan for Façade and Signage updates at 420 E. Ogden Avenue – Continental AutoSport**

Trustee Stifflear introduced the item for the Continental AutoSport car dealership requesting façade changes and signage as they will no longer carry the Maserati brand, but will be a Ferrari dealership exclusively. In February 2020, the Village Board forwarded this matter to the Plan Commission for public hearing, including their concerns about the proposed two 20' tall foot signs. The applicant revised the request to keep the existing 14.9' foot Ferrari ground sign in the northeast corner, and replace the second six foot sign with another Ferrari sign on the northwest corner of property. The first major adjustment, as approved by the Village Board in 2013, permitted two ground signs instead of the one allowed by code, five colors instead of three colors as allowed by code, front and side yard setback relief, and height relief for 15' foot ground signs instead of 8' foot allowed by code. This application repeats some of the 2013 approved variations, the differences are the change of the 6' foot Maserati ground sign to another 15' foot Ferrari sign on the northwest side of the property. They want to install a 15' square foot rectangular sign on the building,



bringing the total signage to 124' square feet, instead of the 100' square feet permitted by code. They propose changing the exterior façade materials to metallic gray aluminum composite, much like that which is used by Land Rover. He noted that the Plan Commission unanimously recommended approval of these requests in March 2020, and there were no public comments from neighbors.

Mr. Joel Weinberger, applicant, explained with respect to the building sign, it is only slightly larger than what is currently installed, except it will be split in two with the word logo on the east side and the picture logo on the west side.

Mr. Bill Styczynski, architect for the project, pointed out that the requested changes are half of what was approved in 2013.

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

## **CONSENT AGENDA**

### **Administration & Community Affairs (Chair Hughes)**

- a) Trustee Hughes moved **Approval and payment of the accounts payable for the period of March 16, 2020 to April 7, 2020, in the aggregate amount of \$1,688,943.13 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

### **Administration & Community Affairs (Chair Hughes)**

- a) **Waive the first reading and approve extending the purchase date for animal and vehicle licenses to June 15, 2020, and delay the imposition of late fees for vehicle licenses purchased until June 16, 2020**

Trustee Hughes introduced the item which approves extending the vehicle and animal license purchase due date to mid-June. This is consistent with Federal and State government actions to ease the impact of COVID-19 on citizens.

Trustee Hughes moved to **Waive the first reading and approve extending the purchase date for animal and vehicle licenses to June 15, 2020, and delay the imposition of late fees for vehicle licenses purchased until June 16, 2020.** Trustee Posthuma seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Zoning & Public Safety (Chair Stifflear)**

- b) **Approve the execution of a deed and permanent easement of parcel 085 and 085P transferring parcels from the Village of Hinsdale to the IL Tollway** *(Second Reading – April 23, 2019)*

Trustee Stifflear introduced the item, explaining the parcels in question are located near the cul-de-sac where Mills Street intersects with the south side of the pedestrian bridge, and total 1,431' square feet. Per the IGA, the Tollway has agreed to restore any portion of the cul-de-sac that could be damaged during Tollway construction. The Village engineer has determined that transferring the parcel to the Tollway will not interfere with the Village's underground infrastructure.

President Cauley added these parcels were transferred in the original Intergovernmental Agreement (IGA); this is primarily a housekeeping issue, as there was a problem with the County filing.

Trustee Stifflear moved to **Approve the execution of a deed and permanent easement of parcel 085 and 085P transferring parcels from the Village of Hinsdale to the IL Tollway**. Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

President Cauley said he and Trustee Hughes have been looking at the financial health of the Village, and said there is sufficient cash at this time due to the last several years of strict financial dealings, and conserving of cash. As a result, the Village has a cushion, but the Board may have to discuss deferring certain capital projects.

- c) **Approve an Ordinance Approving Variations Relative to the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 - Case Number V-05-19** *(First Reading – March 3, 2020, Second Reading – March 16, 2020)*

Trustee Stifflear introduced this and the following item together, and recapped that the first ordinance approves the unanimous ZBA recommendation for variations including the reduction of required parking, waiving the landscape island requirement and the 10' foot buffer zone, various fence requirements relative to height and setback, and the building height and screening for the soccer shelters and press box. With respect to the natatorium, the Plan Commission reviewed the requests regarding the 33,000' square foot building and various other site improvements, and unanimously approved the requests.

These items were postponed at the last meeting of the Village Board because the Board was concerned there was no safety netting installed at the baseball field along the third base line on Grant Street. As a result, District 86 has agreed to install full netting. Additionally, a Foxgate resident expressed concern about notice and additional parking. Staff has confirmed notice was provided and signed for by the resident. Regarding the traffic concerns, Trustee Stifflear stated these are existing conditions; however, he has

spoken to the resident and Chief King to mitigate traffic issues. Secondly, there was an assumption that there will be an increase in the intensity of use of the property because of the pool, but the architect for the project has confirmed there are no current plans to increase pool activity by renting the space or for club sports. Trustee Stifflear also reported that school enrollment is expected to go down over the next 3-4 years.

Mr. Nick Graal, architect for D86, confirmed his presence on the call. Trustee Banke commented regarding fencing along the baseball field. Mr. Graal confirmed the existing fencing and the backstop will be replaced with the new netting. Trustee Banke added that he believes this is a wise and efficient decision. Mr. Graal noted his letter included in the packet materials formalizing the District's agreement to install the fencing as directed by the Board. Trustee Byrnes commended the District as this is an improvement over the original proposal.

Trustee Stifflear moved to **Approve an Ordinance Approving Variations Relative to the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 - Case Number V-05-19; and Approve an Ordinance Approving an Exterior Appearance and Site Plan for a New Natatorium and Various Other Improvements for Hinsdale Central High School at 5500 S. Grant Street - Hinsdale Township High School District 86.** Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

- d) **Approve an Ordinance Approving an Exterior Appearance and Site Plan for a New Natatorium and Various Other Improvements for Hinsdale Central High School at 5500 S. Grant Street - Hinsdale Township High School District 86** *(First Reading – March 3, 2020, Second Reading – March 16, 2020)*  
*(Item addressed and approved with previous item.)*

- e) **Approve an ordinance approving a variation from Section 6-111(E) of the Village of Hinsdale Zoning Ordinance at 908 N. Elm Street, Hinsdale, IL – Case Number V-06-19** *(First Reading – March 16, 2020)*

Trustee Stifflear introduced the item that was a unanimous recommendation from the ZBA relating to floor area ratio (FAR) at a medical office building located in the O-3 Office District. The request to enclose an entrance and create a vestibule results in an increase in FAR of 294' square feet. He referenced a photograph in the packet roughly illustrating the proposed vestibule, but noted the final drawings will come back to the Village Board for approval following Plan Commission review and public hearing.

Trustee Stifflear moved to **Approve an ordinance approving a variation from Section 6-111(E) of the Village of Hinsdale Zoning Ordinance at 908 N. Elm Street, Hinsdale, IL – Case Number V-06-19.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

#### **DISCUSSION ITEMS**

a) **Parking deck update**

Mr. Bloom stated there is no update at this time.

b) **Tollway update**

Mr. Bloom stated there is no update at this time.

#### **DEPARTMENT AND STAFF REPORTS**

a) Treasurer's

b) Parks & Recreation

c) Community Development

d) Fire

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

Village Manager Gargano reiterated thanks to Village employees, especially Police, Fire and Public Services personnel. She reported a conversation with Mr. Bloom and the Economic Development Commission Chair regarding energizing the community when we can transition back to normal. She asked residents to support local residents and businesses.

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

No reports.

#### **OTHER BUSINESS**

None.

#### **NEW BUSINESS**

None.

#### **CITIZENS' PETITIONS**

The Clerk confirmed there has been no written communication from any citizen for this Board meeting.

#### **TRUSTEE COMMENTS**

None.

### ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Hughes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of April 7, 2020.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, Haarlow and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Meeting adjourned at 8:18 p.m.

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

**REQUEST FOR BOARD ACTION**

Public Services &  
Engineering

**AGENDA SECTION:** First Reading - EPS

**SUBJECT:** Contract Award – DuPage County Joint Bid - Bulk Rock Salt

**MEETING DATE:** April 21, 2020

**FROM:** George Peluso, Director of Public Services

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**Recommended Motion**

Approve DuPage County joint bid purchase of bulk winter deicing salt to Compass Minerals, in the amount of \$56,791.

**Background**

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with the State of Illinois and DuPage County. As part of the joint purchase, the Village requests a total of 1400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1120 tons (560 tons per contract). There is also a provision in the DuPage County contract that allows the Village to purchase up to 130% of the allotment in the event that winter conditions require additional salting.

In March of 2020, DuPage County received final bids for the 2020-21 salt purchase. The lowest bid was received from Compass Minerals in the amount of \$81.13 per ton, for total of \$56,791. The unit price per ton in the DuPage County contract decreased approximately 2% when compared to last year's contract.

The Village is waiting on the bid award for the State of Illinois salt contract. This contract is typically awarded in October.

**Discussion & Recommendation**

The 2020 Village Budget includes a total of \$102,200 for bulk rock salt. The Village will spend a combined \$72,277 on the 2019/2020 bulk rock salt contracts, which is \$ 29,923 under budget.

Staff recommends using the remaining funds from the 2020 Budget to purchase 200 tons of bulk rock salt at the new DuPage County bid price. These 200 tons would cost \$16,226, which leaves \$13,697 remaining in the 2020 salt budget.

The remaining 500 tons of the DuPage County contract will be budgeted for in the Calendar Year 2021 Budget.

Vendor			Total Cost (80%)	Total Cost (100%)
Compass	Minerals	(DuPage County)	\$45,432.80	\$56,791

**Budget Impact**

Staff is recommending that the Village Board approve the DuPage County joint bid contract to Compass Minerals in the amount of \$56,791. The Public Services Department will monitor salt usage to keep costs as close to the original budgeted amount without altering operations.



## REQUEST FOR BOARD ACTION

### **Village Board and/or Committee Action**

N/A

### **Documents Attached**

1. DuPage County – Contract Award



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT

BULK ROCK SALT 20-035-DOT  
BID TABULATION

No.	Item	Unit	Qty	COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.		CARGILL INC	
				Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 81.13	\$ 1,216,950.00	\$ 82.63	\$ 1,239,450.00	\$ 88.87	\$ 1,333,050.00	\$ 93.41	\$ 1,401,150.00
2	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
GRAND TOTAL GROUP 1					\$ 1,216,950.00		\$ 1,239,450.00		\$ 1,333,050.00		\$ 1,401,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	4,000	\$ 85.11	\$ 340,440.00	\$ 82.63	\$ 330,520.00	\$ 84.23	\$ 336,920.00	\$ 93.41	\$ 373,640.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	55,020	\$ 81.13	\$ 4,463,772.60	\$ 82.63	\$ 4,546,302.60	\$ 88.87	\$ 4,889,627.40	\$ 93.41	\$ 5,139,418.20
5	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
GRAND TOTAL GROUP 2				\$ 4,804,212.60		\$ 4,876,822.60		\$ 5,226,547.40		\$ 5,513,058.20	

NOTES

1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	5
Potential Bidders Requesting Bid Documents	15
Total Bid Responses Received	4
Bid Opening Attended	DW, JM



Public Services & Engineering

**AGENDA SECTION:** First Read – EPS  
**SUBJECT:** East Chicago Avenue Drainage Corridor Improvement Project  
Construction Contract  
**MEETING DATE:** April 21, 2020  
**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

Award the contract for construction of the East Chicago Avenue Drainage Corridor Improvement Project to H. Linden & Sons Sewer & Water, Inc. in the amount not to exceed \$1,949,726.

**Background**

The project is designed to reduce flooding on streets and private property, to separate a major combined sewer into separate storm and sanitary sewers, to reduce Combined Sewer Overflows at the Veeck Park Wet Weather Facility, and to reconstruct or resurface some street in the vicinity of E. Chicago Avenue. The project also reduces flooding in the Tri-State Tollway (I-294) right of way by detaining stormwater under the Highland station parking lot. Since reducing flooding is a major goal of the Tri-State Improvement project, the Tollway has agreed to provide \$2,101,088 in funding for engineering and construction of this project. Bids were opened on 04/09/20 and were reviewed by the Village's consulting engineer, HR Green. The bids are summarized below:

	<u>Amount</u>
• Martam Construction	\$ 2,394,791.10
• Berger Excavating	\$ 2,350,084.60
• John Neri Construction Co.	\$ 2,199,844.34
• ALamp Concrete Contractors	\$ 2,174,922.95
• Lima Excavating Contractors	\$ 1,970,077.00
• H. Linden & Sons Sewer & Water, Inc.	\$ 1,949,726.00
• Engineer's Estimate	\$ 1,834,688.00

The bids are based upon estimated quantities. Final payouts will depend upon actual work done.

**Discussion & Recommendation**

The lowest responsive bidder for the East Chicago Avenue Drainage Corridor Improvement Project is Linden & Sons. Linden & Sons has successfully worked in the Village of Hinsdale on the 2016 Roadway & Infrastructure Project.

Staff recommends awarding the East Chicago Avenue Drainage Corridor Improvement Project to Linden & Sons in the amount not to exceed \$ 1,949,726.

**Budget Impact**

As part of the Intergovernmental Agreement (IGA) between the Village and the Tollway, the Tollway has agreed to provide \$2,101,088 to fund engineering and construction costs. This amount was based upon the original engineer's estimate for the project. The bid costs for the project exceed the Tollway funding by \$115,553 or 5%. This remaining amount will be funded by the Village. There are sufficient Master Infrastructure Plan (MIP) funds available to fund this additional amount.

	<u>Budget</u>	<u>Bid</u>	<u>Difference</u>
Construction	\$1,834,688	\$1,949,726	
Design Engineering	\$ 133,400	\$ 133,400	
Construction Observation	\$ 133,000	\$ 133,515	
Total	\$2,101,088	\$2,216,641	\$ 115,553

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. HR Green's recommendation letter
2. East Chicago Avenue Drainage Corridor Improvement Project contract documents



April 15, 2020

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

Re: East Chicago Ave. Drainage Corridor Improvements  
HR Green No.: 171809.01

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on April 9, 2020 for the subject project. HR Green has verified that H. Linden & Sons Sewer & Water, Inc. is the apparent qualified low bidder at \$1,949,726.00. The pre-bid engineer's opinion of probable construction cost (EOPCC) was set at \$1,853,332.42 which is right at 5% below the low bid value.

Further investigation into the EOPCC results indicate that in general the storm sewer unit pricing and the pavement unit pricing are trending above historic and projected values for these main project items in particular. Additionally, we have noted that recent bid results have been trending higher this spring as well.

We recommend the Village of Hinsdale accept the low bid from H. Linden & Sons Sewer & Water, Inc. bid for the amount of **\$1,949,726.00**.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Scott Creech', is written over a light blue rectangular background.

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

Enclosure

TSC/ka

\\hrgreen.com\HRG\Data\2017\171809.01\Design\Bid\ltr-041420-LetterofRecommendation.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805  
2200 Prosperity Drive New Lenox, Illinois 60451



RETURN WITH BID



Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY H. Linden & Sons Sewer and Water, Inc.		
Contractor's Name 722 E. SOUTH ST. UNIT D PLANO, IL 60545		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS  
COUNTY OF DUPAGE  
VILLAGE OF HINSDALE  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE NO. E. CHICAGO AVE. DRAINAGE CORRIDOR  
SECTION NO. N/A  
TYPES OF FUNDS LOCAL FUNDING

☒ SPECIFICATIONS (required)

☒ PLANS (required)

<p><b>For Municipal Projects</b> Submitted/Approved/Passed</p> <p><input type="checkbox"/> Mayor <input type="checkbox"/> President of Board of Trustees <input checked="" type="checkbox"/> Municipal Official</p> <p>_____</p> <p>Date</p>
--

<p><b>Department of Transportation</b></p> <p><input type="checkbox"/> Released for bid based on limited review</p> <p>_____</p> <p>Regional Engineer</p> <p>_____</p> <p>Date</p>
--

<p><b>For County and Road District Projects</b> Submitted/Approved</p> <p>_____</p> <p>Highway Commissioner</p> <p>_____</p> <p>Date</p> <p>Submitted/Approved</p> <p>_____</p> <p>County Engineer/Superintendent of Highways</p> <p>_____</p> <p>Date</p>
--

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

**RETURN WITH BID****NOTICE TO BIDDERS**

County COOK/DUPAGE  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route E. CHICAGO AVE.  
DRAINAGE CORRIDOR

Sealed proposals for the improvement described below will be received at the office of Village Hall, Village of Hinsdale  
19 E. Chicago Avenue, Hinsdale, Illinois 60521 until 10:00 AM on April 9, 2020  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall, Village of Hinsdale  
19 E. Chicago Avenue, Hinsdale, Illinois 60521 at 10:00 AM on April 9, 2020  
 Address Time Date

**DESCRIPTION OF WORK**

Name E. CHICAGO AVE. DRAINAGE CORRIDOR IMPROVEMENTS Length: 1,810.30 feet ( 0.34 miles)  
 Location Elm St. from Chicago Ave. to 414 ft. south; Orchard Place from Chicago Ave. to First St.; and Village Commuter Lot  
 Proposed Improvement Consists of Utility improvements, street & lot reconstruction with HMA, CCC&G, storm water mngmt.  
Storm sewers, sanitary sewer rehabilitation, milling and patching, and any incidental work necessary to complete this work.

1. Plans and proposal forms will be available in the office of HR Green, Inc., 323 Alana Drive, New Lenox, IL 60451  
upon presentation of prequalification information and non-refundable fee of \$60.00. Contact Scott Creech, 815-462-9324  
 Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond (if applicable)
  - d. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County COOK/DUPAGE  
Local Public Agency VILLAGE OF HINSDALE  
Section Number N/A  
Route E. Chicago Ave. Drainage

H. Linden & Sons Sewer and Water, Inc.

1. Proposal of \_\_\_\_\_  
for the improvement of the above section by the construction of \_\_\_\_\_  
Utility improvements, street reconstruction with HMA, CCC&G, storm water management (underground detention);  
Storm sewer; sanitary sewer rehabilitation, milling and patching, and any incidental work necessary to complete this work  
a total distance of 1,810.30 feet, of which a distance of 1,810.30 feet, ( 0.34 miles) are to be improved.
2. The plans for the proposed work are those prepared by HR Green, Inc., 323 Alana Drive, New Lenox, IL 60541  
and approved by the Village of Hinsdale on March 20, 2020
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as  
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special  
Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check  
Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by October 2, 2020  
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and  
Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this  
proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the  
specifications, made payable to:  
\_\_\_\_\_  
Treasurer of Village of Hinsdale  
The amount of the check is 5% ( \_\_\_\_\_ ).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to  
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check  
is placed in another proposal, it will be found in the proposal for: Section Number N/A.
8. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full  
amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this  
proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed  
that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the  
product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will  
be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this  
contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on  
BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid  
specified in the Schedule for Multiple Bids below.

**RETURN WITH BID**

(REPLACE THIS PAGE WITH FORM BLR 12200a)

# RETURN WITH BID



## Illinois Department of Transportation

### SCHEDULE OF PRICES

County COOK

Local Public Agency VILLAGE OF HINSDALE

Section E. CHICAGO AVE. DRAINAGE COORDOR IMPROVEMENTS

Route VARIOUS

#### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

#### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

#### Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE TRUNK PROTECTION	EACH	54	200.00	10,800.00
2	NITROGEN FERTILIZER NUTRIENT	POUND	26	1.00	26.00
3	PHOSPHORUS FERTILIZER NUTRIENT	POUND	26	1.00	26.00
4	POTASSIUM FERTILIZER NUTRIENT	POUND	26	1.00	26.00
5	SUPPLEMENTAL WATERING	UNIT	93	25.00	2,325.00
6	EARTH EXCAVATION	CU YD	3,474	35.00	121,590.00
7	TRENCH BACKFILL	CU YD	2,081	35.00	72,835.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	607	35.00	21,245.00
9	PERIMETER EROSION BARRIER	FOOT	2,000	3.00	6,000.00
10	INLET AND PIPE PROTECTION	EACH	13	140.00	1,820.00
11	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	5,464	12.00	65,568.00
12	AGGREGATE BASE COURSE, TYPE B - 3"	SQ YD	48	7.00	336.00
13	HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	5,464	17.50	95,620.00
14	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	184	140.00	25,760.00
15	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N60	TON	710	92.00	65,320.00
16	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	434	8.00	3,472.00
17	DETECTABLE WARNINGS	SQ FT	20	70.00	1,400.00
18	PAVEMENT REMOVAL	SQ YD	5,464	10.00	54,640.00
19	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	878	5.00	4,390.00
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	372	10.00	3,720.00
21	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,890	6.00	17,340.00
22	SIDEWALK REMOVAL	SQ FT	434	2.00	868.00
23	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	166	90.00	14,940.00
24	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	363	75.00	27,225.00
25	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	523	98.00	51,254.00
26	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	668	118.00	78,824.00
27	STORM SEWERS, CLASS B, TYPE 1 30"	FOOT	208	140.00	28,840.00
28	STORM SEWERS, CLASS B, TYPE 1 48"	FOOT	272	225.00	61,200.00
29	STORM SEWER REMOVAL 6"	FOOT	53	5.00	265.00
30	STORM SEWER REMOVAL 8"	FOOT	136	5.00	680.00
31	STORM SEWER REMOVAL 12"	FOOT	396	5.00	1,980.00
32	WATER SERVICE RECONNECTION	EACH	27	1,000.00	27,000.00
33	ADJUSTING WATER SERVICE LINES	FOOT	834	10.00	8,340.00
34	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	3,000.00	9,000.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME, OPEN LID	EACH	3	3,000.00	9,000.00
36	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	2,800.00	8,400.00

902,075.00



# RETURN WITH BID



**Illinois Department  
of Transportation**

## SCHEDULE OF PRICES

County COCK  
Local Public Agency VEillage of HINSDALE  
Section E. CHICAGO AVE. DRAINAGE COORDOR IMPROVEMENTS  
Route VARIOUS

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

### Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
37	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	2,800.00	11,200.00
38	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5	2,800.00	14,000.00
39	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME & GRATE	EACH	4	2,800.00	11,200.00
40	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	5,000.00	15,000.00
41	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	8,000.00	8,000.00
42	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,800.00	1,800.00
43	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	13	1,800.00	23,400.00
44	VALVE VAULTS TO BE ADJUSTED	EACH	3	740.00	2,220.00
45	FRAMES AND GRATES TO BE ADJUSTED	EACH	2	740.00	1,480.00
46	FRAMES AND LIDS TO BE ADJUSTED	EACH	7	800.00	5,600.00
47	REMOVING INLETS	EACH	8	50.00	400.00
48	REMOVING MANHOLES	EACH	2	350.00	700.00
49	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2,880	24.00	69,120.00
50	MOBILIZATION	L SUM	1	25,000.00	25,000.00
51	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	46	20.00	920.00
52	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,266	3.00	3,798.00
53	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	90	5.00	450.00
54	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	24	10.00	240.00
55	VIDEO TAPING OF SEWERS	FOOT	2,192	5.00	10,960.00
56	DRAIN CONNECTIONS	EACH	4	500.00	2,000.00
57	TELEVISION EXISTING SANITARY SERVICES	FOOT	859	12.00	10,308.00
58	DIRECTIONAL DRILL 12" SS-CL-B1	FOOT	138	180.00	24,840.00
59	CURED-IN-PLACE PIPE (CIPP), 24"	FOOT	1,018	124.00	126,232.00
60	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	35	20.00	700.00
61	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	238	35.00	8,330.00
62	SODDING, SPECIAL	SQ YD	2,063	14.00	28,882.00
63	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	98	72.00	7,056.00
64	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, RESTRICTOR PLATE	EACH	1	4,800.00	4,800.00
65	MANHOLES, TYPE A, 8' DIAMETER, TYPE 1 FRAME, RESTRICTOR PLATE	EACH	1	4,800.00	4,800.00
66	REMOVE & RECONSTRUCT EXISTING FENCE	FOOT	30	40.00	1,200.00
67	TREE REMOVAL & REPLACE	EACH	1	2,000.00	2,000.00
68	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	10,000.00	10,000.00
69	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	807	34.00	27,438.00
70	CONSTRUCTION LAYOUT	L SUM	1	10,000.00	10,000.00
71	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3,486	3.00	10,458.00
72	RECORD DRAWINGS	L SUM	1	4,000.00	4,000.00
73	STORMTRAP UNDERGROUND STORMWATER DETENTION - COMPLETE	L SUM	1	479,000.00	479,000.00
74	CCDD/ILUST MATERIALS ANALYSIS, MANAGEMENT, & COMPLIANCE	L SUM	1	1,000.00	1,000.00
75	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	15,000.00	15,000.00
76	LEVELING BINDER (MACHINE METHOD) N50, 34"	TON	37	95.00	3,515.00
77	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	1	2,200.00	2,200.00
78	WATER SERVICE LINE, 1 1/4"	FOOT	304	51.00	15,504.00

**\$ 1,949,726.00**

## RETURN WITH BID

### CONTRACTOR CERTIFICATIONS

County	<u>COOK/DUPAGE</u>
Local Public Agency	<u>VILLAGE OF HINSDALE</u>
Section Number	<u>N/A</u>
Route	<u>E. Chicago Ave. Drainage</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County COOK/DUPAGE  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route E. Chicago Ave. Drainage

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name H. Linden & Sons Sewer and Water, Inc.

Signed By BLR

Business Address 722 E. SOUTH ST. UNIT D President  
PLANO, IL 60545

Insert Names of Officers

President Brian Linden

Secretary Steve Linden

Treasurer Steve Linden

Attest: St Le  
 Secretary



**Illinois Department  
of Transportation**

**Local Agency  
Proposal Bid Bond**

**RETURN WITH BID**

Route E Chicago Ave Drainage Corridor Improvements  
County DuPage  
Local Agency Village of Hinsdale  
Project \_\_\_\_\_

**PAPER BID BOND**

WE H. Linden & Sons Sewer & Water, Inc. 722 E. South Street, Unit D, Plano, IL 60545 as PRINCIPAL,  
and North American Specialty Insurance Company 1200 Main Street, Suite 800, Kansas City, MO 64105 as SURETY,  
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for  
the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting  
through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL  
shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence  
of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental  
Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the  
preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together  
with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their  
respective officers this 9th day of April, 2020

**Principal**

H. Linden & Sons Sewer & Water, Inc.

(Company Name)

By: sc ze sec/meas  
(Signature and Title)

By: \_\_\_\_\_  
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed to this instrument.)

North American Specialty Insurance Company

(Name of Surety)

**Surety**

By: Ann Waters  
Ann Waters (Signature of Attorney-in-Fact)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL  
appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and  
voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of April, 2020

My commission expires 4/19/21

[Signature]  
(Notary Public)

**ELECTRONIC BID BOND**

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

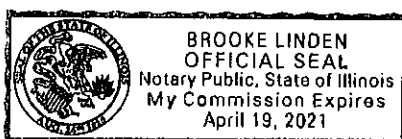
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing  
an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and  
the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint  
venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each  
contractor in the venture.)

\_\_\_\_\_  
Electronic Bid Bond ID Code

\_\_\_\_\_  
(Company/Bidder Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Date



STATE OF ILLINOIS

COUNTY OF DuPage

I, Kimberly A. Sawicki Notary Public of DuPage County, in the State of

Illinois, do hereby certify that Ann Waters Attorney-in-Fact, of the  
North American Specialty Insurance Company who is  
personally known to me to

be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that she signed,

sealed and delivered said instrument, for and on behalf of the

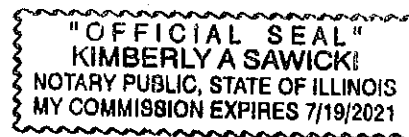
North American Specialty Insurance Company for the  
used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of  
Naperville in said County, this 9th day of April A.D., 2020.

Kimberly A. Sawicki  
(Notary Public) Kimberly A. Sawicki

My Commission expires: 07/19/2021

Notary Seal:



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Ann Waters

Principal: H. Linden & Sons Sewer & Water, Inc.  
Obligee: Illinois Department of Transportation  
Bond Description: E Chicago Ave Drainage Corridor Improvements

Bond Number: Bid Bond  
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of April, 2020.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**Illinois Department  
of Transportation**

**Apprenticeship or Training  
Program Certification**

**Return with Bid**

Route	<u>E. CHICAGO AVE. DRAINAGE CORRIDOR</u>
County	<u>COOK/DUPAGE</u>
Local Agency	<u>VILLAGE OF HINSDALE</u>
Section	<u>N/A</u>

***All contractors are required to complete the following certification:***

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

see attached

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- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: H. Linden & Sons Sewer and Water, Inc.  
722 E. SOUTH ST. UNIT D  
Address: PLANO, IL 60545

By: St Le (Signature)  
Title: Sec/Treas



RETURN WITH BID



Affidavit of Illinois Business Office

County COOK/DUPAGE  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route E. CHICAGO AVE. DRA

State of ILLINOIS )  
 ) ss.  
 County of Kendall )

I, Steve Linden of Yorkville, Illinois,  
 (Name of Affiant) (City of Affiant) (State of Affiant)

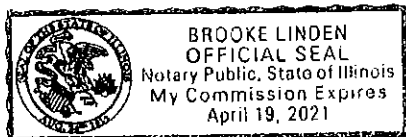
being first duly sworn upon oath, states as follows:

1. That I am the Sec / Treas of H. Linden & Sons Sewer and Water, Inc.  
 officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, H. Linden & Sons Sewer and Water, Inc., will maintain a  
 (bidder)  
 business office in the State of Illinois which will be located in \_\_\_\_\_ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Steve Linden  
 (Signature)  
Steve Linden  
 (Print Name of Affiant)

This instrument was acknowledged before me on 9<sup>th</sup> day of April, 2020.

(SEAL)



[Signature]  
 (Signature of Notary Public)



Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

Affidavit of Availability  
For the Letting of  
4/9/2020

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending new work not yet awarded or awarded in a part venture, but only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent estimates of owners, and must include work subcontracted to others. If no work is contracted, show NONE.

Contract Number	1	2	3	4	5	6	7	8	9	Accumulated Totals
Contract With	Hudson Reserve	SG P-5 Bypass	Wells & S	For Valley Inn Demolition	Washington Storm					
Estimated Completion Date	11/20/20	2/20/20	No. Aurora	Aurora	Woodstock					
Total Contract Price	4,000,000.00	73,000.00	477,725.00	189,000.00	670,841.00					5,410,566.00
Uncompleted Dollar Value if Firm is the Prime Contractor	4,000,000.00	73,000.00	477,725.00	189,000.00	670,841.00					5,410,566.00
Uncompleted Dollar Value if Firm is the Subcontractor										0.00
Total Value of All Work										5,410,566.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the bottom of this form. In a part venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

										Accumulated Totals
Earthwork										0.00
Portland Cement Concrete Paving										0.00
HMA Plant Mix										0.00
HMA Paving										0.00
Clean & Seal Cracks/Joints										0.00
Aggregate Bases & Surfaces										0.00
Highway/R. and Waterway Structures										0.00
Drainage	2,587,000.00	73,000.00	420,725.00	109,000.00	578,841.00					3,748,566.00
Electrical										0.00
Cover and Seal Coats										0.00
Concrete Construction										0.00
Landscaping										0.00
Fencing										0.00
Guardrail										0.00
Painting										0.00
Signing										0.00
Cold Milling, Planning & Reconciling										0.00
Demolition										0.00
Pavement Markings (Paint)										0.00
Other Construction (List)										0.00
Totals	2,587,000.00	73,000.00	420,725.00	109,000.00	578,841.00	0.00	0.00	0.00	0.00	3,748,566.00

Disclosure of this information is required to account for the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an Authorization to Bid. This form has been approved by the State Forms Management Center.

4,000,000.00 130,000.00 500,725.00 201,000.00 578,841.00 0.00 0.00 0.00 0.00 5,410,566.00

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5	6	7	8	9
Subcontractor	Geneva	Schubert	Geneva	RPH	H & S				
Type of Work	asphalt	concrete	asphalt	Demolition	Concrete				
Subcontract Price	600,000.00	10,000.00	12,000.00	110,000.00	42,000.00				
Amount Uncompleted	600,000.00	0.00	12,000.00	80,000.00	42,000.00				
Subcontractor	LPS		Northern	Naperville	T & T				
Type of Work	brick		fencing	fencing	asphalt				
Subcontract Price	114,000.00		45,000.00	8,000.00	32,000.00				
Amount Uncompleted	114,000.00		45,000.00	0.00	32,000.00				
Subcontractor	Northern				Brandt				
Type of Work	fencing				boring				
Subcontract Price	86,000.00				18,000.00				
Amount Uncompleted	86,000.00				18,000.00				
Subcontractor	Precision								
Type of Work	Boring								
Subcontract Price	50,000.00								
Amount Uncompleted	0.00								
Subcontractor	Schollmeyer								
Type of Work	Landscaping								
Subcontract Price	60,000.00								
Amount Uncompleted	50,000.00								
Subcontractor	Winninger								
Type of Work	excavation								
Subcontract Price	112,000.00								
Amount Uncompleted	112,000.00								
Subcontractor	UDC								
Type of Work	electrical								
Subcontract Price	650,000.00								
Amount Uncompleted	461,000.00								
Total Uncompleted	1,433,000.00	0.00	57,000.00	80,000.00	92,000.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work. ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 9th day of April 2020

  
Notary Public

My commission expires: 4/19/21

Type or Print Name Steve Linden, Secretary/Treasurer  
Title

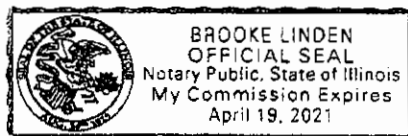
Signed St. L.

Company H. Linden & Sons Sewer and Water, Inc.

Address 722 E. South St., Unit D

Plano, IL 60545

(Notary Seal)



3 June 2019

**Executive Director**

Thomas Nordeen

**Labor Trustees**

James P. Connolly

Martin Dwyer

Martin Flanagan

Joseph V. Healy

Charles V. LoVerde III

William Martin

**Management Trustees**

Eth Gudeman

Hane Higgins

Joseph Koppers

Robert G. Krug

David Lorig

William Vignocchi

H. Linden & Sons Sewer & Water, Inc.

722 E. South Street, Unit D

Plano, Illinois 60545

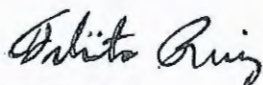
To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that H. Linden & Sons Sewer & Water, Inc. is indeed signatory to the Fox Valley Welfare and Pension Fund and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Felicita Ruiz

Assistant Office Manager

**Carol Stream Location**

200 Old Gary Avenue

Carol Stream IL 60188

(330) 653-0006

**Chicago Location**

700 West Homer Street

Chicago IL 60639

(773) 413-3315



ACCREDITED  
Training Agency

**LiUNA!**

Feel the Power



ANSI Accredited Program  
PERSONNEL CERTIFICATION

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

*Chicagoland Laborers' J.A.T.C.*

*Carol Stream, Illinois*

*For the Trade - Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

April 12, 1999

Date REVISED August 13, 2004

IL 017990001

Registration No.



L. L. Chao

Secretary of Labor

Anthony Suvaga

Administrator, Apprenticeship Training, Employer and Labor Services

**AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT**

**09-08-2012**

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

May 5, 2002

Date

IL012020003



L. L. Chao

Secretary of Labor

Anthony S. Swasey

Received by Superior Excavating Co. 10/24/2017 2:28 PM FROM: MOEITS TO: +18158285427 P. 3

08/18/2015 15:42 FAX 71

02/29/2008 16 24 FAX

0003  
0003

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

## Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002  
Date

92 008780173  
Registration No.

*Loi. Chao*  
Secretary of Labor

*Anthony S. ...*  
National Apprenticeship Training, Employer and Labor Services





## Addendum 1

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To: Plan Holders; Dan Deeter, PE –Village Engineer  
From: Project Manager – T. Scott Creech, P.E.  
Section: HRG # 171809.01  
Subject: East. Chicago Ave. Drainage Corridor Improvements – Village of Hinsdale, IL  
Date: April 7, 2020

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This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

### GENERAL CLARIFICATIONS –

#### **ATTENTION BIDDERS**

The Village is still accepting bids for Village of Hinsdale – Proposed East Chicago Ave. Drainage Corridor Improvements for the Village of Hinsdale.

Please see additional instructions below.

1. The Village of Hinsdale's Village Hall is closed to the general public. Please leave your sealed bids in the basket outside of the building no later **10:00am on Thursday, April 9, 2020**. The Village Hall address is 19 E. Chicago Avenue.
  - a. **LABEL YOUR BIDS WITH PROJECT TITLE.**
2. Do not leave bids in basket overnight. The basket gets checked after 4:00pm M-F. We highly encourage you to drop them off during normal business hours 8:00-4:00.
  - a. Send an email to [screech@hrgreen.com](mailto:screech@hrgreen.com) & [ddeeter@villageofhinsdale.org](mailto:ddeeter@villageofhinsdale.org) that you have dropped it off, so it can be retrieved promptly.
3. The bids will be read via conference call. Please call 1-312-667-4792 – Access Code: 399871 at 10:00am on Thursday April 9, 2020 if you want to hear them read aloud. A formal bid tabulation will be prepared following the bid opening.

### SPECIFICATIONS –

Updated BLR – 12200a (page 1 & 2) – See updated Schedule of Prices (attached).

Special Provisions - REVISE: **DRAIN CONNECTIONS**, second paragraph to read as follows:

**This work shall consist of repairing/replacing and connecting all existing sump pump and downspouts drains that daylight in the parkway or at the back of curb. Each existing drain that is encountered shall be routed and connect to the nearest storm sewer or drainage structure utilizing Storm Sewer Class B, Flexible Pipe, Polyethylene (PE) pipe or Polyvinyl Chloride (PVC) , 6 inch diameter. For the purposed of this project pay item, Contractor shall provide for an assumed 15 lineal**



feet of pipe length as required for each pay item. Measurement of the pipe will be confirmed during construction and adjustments shall be made if additional length requirements are encountered.

*ADD the following Special Provisions:*

#### **WATER SERVICES**

All water services, unless noted in plans otherwise, are to be constructed of one and one half (1 1/2) inch diameter Type K copper as illustrated on the plans and in a manner consistent with Section 502.08 of the Hinsdale Design Standards and all applicable sections of the Village of Hinsdale' Subdivision Ordinance.

The contractor shall be responsible for disconnecting the existing service line at the existing B-Box and curb stop. The service line between the main and curb stop shall then be plugged and the existing curb box, curb stop and excess service line material shall be removed and disposed of by the Contractor. New copper service line from the existing or new main to the new B-box shall be paid for as WATER SERVICE LINE, <Inch Diameter Indicated in Plans>. Any trench backfill required for the installation of water services, water service line, 1-1/4", water service reconnection and domestic water service boxes (curb stop) shall be considered incidental to the associated pay item with no additional compensation.

All residents shall be notified by the Contractor twenty-four (24) hours prior to the interruption of the water service. All services must be restored so that no service is interrupted for more than three (3) hours. Any interruption in service for longer than three (3) hours will result in a penalty of \$500.00 plus an additional \$200.00/hour for every additional hour.

All materials used shall comply with those indicated on the approved plans. Restoration of any and all disturbed areas beyond that shown on the plans and associated with the re-connection of the services shall be considered included in the WATER SERVICE RECONNECTION pay item. All copper service lines and fittings between the B-box and the point of reconnection shall be considered included in the WATER SERVICE RECONNECTION pay item. Restoration shall be performed to the satisfaction of the Village's Contracts Inspector.

This work will be paid for at the contract unit price per EACH for WATER SERVICE RECONNECTION, and DOMESTIC WATER SERVICE BOXES (CURB STOP), and at the contract unit price per FOOT for WATER SERVICE LINE, 1 1/4" (or Diameter noted in plans). The contract unit prices shall include all labor, material and equipment necessary to perform the work.

#### **ADJUSTING WATER SERVICE LINES**

The work shall be performed in accordance with Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois, Section 500 of the Village of Hinsdale Required Improvements, Engineering Design Standards, and Standard Details, and the details shown in the plans.

This work shall consist of repairing/replacing all existing water service lines that are encountered during the installation of all required sewer pipes. Each existing water service that is required to be split, in order for the required trench box to be pulled past its location, must be reconnected in order for service to continue.

Prior to cutting the water service, a line freeze must be used in order to prevent excess amounts of water from entering the sewer trench. Each line freeze shall remain in place until the water service line has been reconnected.

All residents and businesses shall be notified by the Contractor 48 hours prior to the interruption of the water service. All services must be restored so that no service is interrupted for more than four (4) hours. The Contractor shall take all necessary precautions to ensure that no dirt/debris enters the split service line. The Contractor shall arrange for a representative from the Village to be present during the reinstatement of the water service line in order to flush the water line prior to the water meter in order to ensure that the water meter is not damaged or clogged.

A Village of Hinsdale Representative will be present during and to inspect all proposed water service line connections to existing water service lines and water mains.

Reconnection of the water service lines is to be done using two (2) brass couplings with flared end fittings and the necessary length of one and one quarter (1.25) inch K-type copper tubing. If the existing water service is made of lead tubing, the brass couplings shall have compression fittings that shall compensate for the difference in outside diameter between the types of tubing. Any water service line other than copper will be replaced with copper pipe conforming to the requirements of Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois.

This work will be paid for at the contract unit price per FOOT for ADJUSTING WATER SERVICE LINES, which price shall include all of the work as specified above. Trench backfill for this item will not be paid for separately, but will be included in the unit price.

**DRAWINGS** – Sheets 4, 5, 6, and 20 are revised as noted in the attached.

**RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**  
**FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.**

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

H. Linden & Sons Sewer and Water, Inc.

Acknowledge By:

*B. Linden*

Printed/Typed Name:

*Brooke Linden*

Date: *4/8/20*

**END OF ADDENDUM NO. 1**

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**REQUEST FOR BOARD ACTION**  
**Public Services & Engineering**

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** East Chicago Avenue Drainage Corridor Improvement Project  
Construction Observation Contract

**MEETING DATE:** April 21, 2020

**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

Award the contract for engineering services for construction observation of the East Chicago Avenue Drainage Corridor Improvement Project to HR Green, Inc. in the amount not to exceed \$133,514.75.

**Background**

On 05/21/19, the Board of Trustees approved the East Chicago Avenue Drainage Corridor Improvement Project contract with HR Green for engineering design services. It is the Village's practice to use the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation and design makes sense since they are most familiar with their design and they have a vested interest in defending challenges to their design. Additionally, it minimizes the number of parties required to resolve issues raised during construction.

**Discussion & Recommendation**

HR Green's original construction observation was estimated as 7.25% of the construction estimate. HR Green's proposed construction observation costs are 6.85% of the construction bid by H. Linden & Sons. Considering HR Green's performance during the design process and on previous project, staff recommends approving HR Green for the construction observation portion of the East Chicago Avenue Drainage Corridor Improvement Project.

**Budget Impact**

As part of the Intergovernmental Agreement (IGA) between the Village and the Tollway, the Tollway has agreed to provide \$2,101,088 to fund engineering and construction costs. This amount was based upon the original engineer's estimate for the project. The bid costs for the project exceed the Tollway funding by \$115,553 or 5%. This remaining amount will be funded by the Village. There are sufficient Master Infrastructure Plan (MIP) funds available to fund this additional amount.

	<u>Budget</u>	<u>Bid</u>	<u>Difference</u>
Construction	\$1,834,688	\$1,949,726	
Design Engineering	\$ 133,400	\$ 133,400	
Construction Observation	\$ 133,000	\$ 133,515	
Total	\$2,101,088	\$2,216,641	\$ 115,553

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Contract with HR Green

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
E. Chicago Ave. Drainage Corridor  
Improvement Project  
Construction Observation

PROJECT: 1653



## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR GREEN, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the E. Chicago Ave. Drainage Corridor Improvement Project Construction Observation Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated April 15, 2020 to provide said services for the Project;

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

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

### SECTION 1. DEFINITIONS.

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

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

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

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

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

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

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

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – East Chicago Avenue Drainage Corridor Improvement Project Construction Observation as more fully described of Exhibit "A" attached hereto.

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

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

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

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

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

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

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

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret

rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

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

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

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with completion (delivery of as-built documents) no later than December 15, 2020.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal dated April 15, 2020, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

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



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

### **A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$133,514.75.

### **B. Hourly Rates and Costs.**

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

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

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

## **SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

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

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

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

D. Upon the condition that Engineer has received the prior written consent of the

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

## **SECTION 7. INSURANCE.**

### **A. Scope of Coverage and Amounts.**

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

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement and providing for indemnification for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. For the duration of the Agreement, said certificates shall expressly provide that the Village shall receive thirty days written notice, with ten day exception for non-payment of premium, prior to cancellation of any required insurance policy. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and Workmen's Compensation.

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

and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

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

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

#### **SECTION 8. CHANGES IN WORK.**

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

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

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

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

#### **SECTION 10. INDEMNIFICATION.**

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute,

regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

#### **SECTION 11. COMPLIANCE WITH LAWS.**

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

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment

policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

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

4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

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

§ 1. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

### **10/2. Deemed incorporated in contract**

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

### **10/3. Includes independent contractors, etc.**

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

said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

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

10/8. Partial invalidity: construction

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

## **SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

### **A. Suspension of Work**

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension,

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

**B. Termination of Agreement**

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

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

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

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

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

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

**SECTION 13. NOTICES.**



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

*If to Village:*

Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521

*If to Engineer:*

T. Scott Creech  
HR Green, Inc.  
323 Alana Drive  
New Lenox, Illinois 60451

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

#### **SECTION 14. MISCELLANEOUS PROVISIONS.**

**A. Assignment.**

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

**B. Governing Law.**

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

**C. Captions.**

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

**D. Entire Agreement.**

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

**E. Waiver.**

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

F. Third Party Beneficiaries.

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

G. Survival.

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**Engineering Consultant**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title)

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2020

**The Village of Hinsdale, Illinois**

By: \_\_\_\_\_  
Kathleen A. Gargano, Village Manager

**EXHIBIT A – HR GREEN PROPOSAL FOR “E. CHICAGO AVE. DRAINAGE CORRIDOR  
PROJECT CONSTRUCTION OBSERVATION**

**PROJECT – # 1653**

**DATED: April 15, 2020**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**HINSDALE – EAST CHICAGO AVE. DRAINAGE CORRIDOR PROJECT**

**CONSTRUCTION OBSERVATION (FULL-TIME)**

Daniel M. Deeter, P.E.  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
630-789-7000

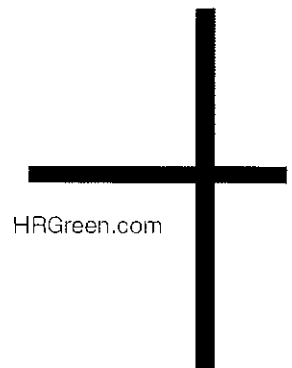
T. Scott Creech, P.E.  
HR Green  
323 Alana Drive  
New Lenox, IL 60451  
HR Green Project Number: 200506

April 15, 2020

HRGreen.com  
Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.723.7905  
323 Alana Drive, New Lenox, Illinois 60451

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

## 1.0 Project Understanding

### 1.1 General Understanding

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

The services required for this project are to include construction observation services (full-time) for construction of roadway resurfacing, parking lot pavement resurfacing, driveway removal and replacement, sanitary sewer in-situ lining, storm water management improvements, landscape restoration, and traffic control.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale – East Chicago Ave. Drainage Corridor Project, located in the Village are detailed within this contract/proposal.

The East Chicago Ave. Drainage Corridor Project includes improvements at the following street segments within the Village of Hinsdale:

- Elm Street from Chicago Ave. to 414 feet south
- Orchard Place from First St. to Chicago Ave.
- Highland Station Commuter Parking Lot
- County Line Road from Chicago Ave. to Highland Road / Highland Station Commuter Parking Lot entrance

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

### 1.2 Design Criteria/Assumptions

The construction contract for the East Chicago Ave. Drainage Corridor Project is planned for the April 9<sup>th</sup> letting, with a project start date expected on or around May 25, 2020 and a completion date of October 2, 2020 with project closeout by October 30, 2020, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

## 2.0 Scope of Services

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

### 2.1 Construction Observation

#### A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will

also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on 100 working days (20 weeks x 5 days/week) in the field. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

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

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

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

D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

**3.0 Deliverables and Schedules Included in this Contract**

Anticipated Project Schedule-

- *Local Bid Opening – April 9, 2020*
- *Construction Start – May 18, 2020*
- *Construction Completion October 2, 2020 and Project Closeout by October 30, 2020*

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

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

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

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

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

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

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



## 5.0 Services by Others

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

## 6.0 Client Responsibilities

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

- A. Attend weekly project construction review/coordination meetings;
- B. Process Contractor Pay Request, after approved by Company;

## 7.0 Professional Services Fee

### 7.1 Fees

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

### 7.2 Invoices

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

### 7.3 Extra Work

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$133,514.75**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
<b>2.1 Construction Observation</b>				
Field Observation & Admin, Pre-Con. Mtg. (2)	946	\$ 126,321.00	\$ 3,593.75	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			\$3,500.00
<b>Subtotals:</b>	923	\$ 126,321.00	\$ 3,593.75	\$3,500.00
<b>Contract Total:</b>			<b>\$ 133,514.75</b>	

(1) **Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

(2) **Construction Observation Services** are based on estimated (65 R.E. + 16 P.M = 81 Trips) Field Observation Days (contractor working days). Also includes one (1) pre-construction meeting, weekly progress meetings with contractor, documentation and coordination efforts per Scope of Services.

## 8.0 Terms and Conditions

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

### 8.1 Standard of Care

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

### 8.2 Entire Agreement

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

### 8.3 Time Limit and Commencement of Services

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

### 8.4 Suspension of Services

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

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

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this

Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually

agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in

accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

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

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

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

#### 8.24 Certificate of Merit

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

#### 8.25 Limitation of Liability

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

8.26 Environmental Audits/Site Assessments

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

8.27 Construction Observation

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

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

8.28 Municipal Advisor

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

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

Sincerely,

HR GREEN, INC.

Kevin J. Berry  
Kevin J. Berry, P.E.

Approved by:

Andrew Mrowicki

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

Title: Principal – Vice President Date: 4/13/2020

Village of Hinsdale

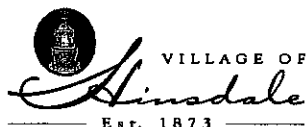
Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

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Public Services & Engineering

**AGENDA SECTION:** First Read – EPS  
**SUBJECT:** Chicago Avenue Water Main Improvement Project – Phase 1  
Construction Contract  
**MEETING DATE:** April 21, 2020  
**FROM:** Dan Deeter, PE Village Engineer

---

**Recommended Motion**

Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 1 to John Neri Construction Company in the amount not to exceed \$998,662.

**Background**

This project is designed to replace 97-year old, 12-inch water mains that are major supply lines from the water plant to areas to the west (down Chicago Avenue) and south (across the BNSF railroad tracks). Failures of either of these lines would significantly impact many residents to the east and/or south. In addition, an emergency water main break under the BNSF railroad line would also have a significant impact on water distribution and daily train operations. Sealed bids for this project were opened on 04/09/20. The bids received were reviewed by the Village's consulting engineer, HR Green. The bids, as read, are summarized below:

	<u>Bid</u>
• Engineer's Estimate	\$ 757,721.75
• A Lamp Concrete Contractors	\$ 1,261,479.00
• Trine Construction Corp.	\$ 1,158,690.60
• PirTano Construction Co.	\$ 1,111,343.00
• Copenhaver Construction, Inc.	\$ 1,034,560.21
• John Neri Construction Co.	\$ 998,662.00

As noted in the HR Green recommendation letter, higher unit costs of key project elements – notably the water main and directional boring under the BNSF – were the main causes of the higher bids. The engineer's estimates are based upon previous year's construction bids. This project's more complex construction conditions versus past years' construction resulted in some line items being undervalued in the engineer's estimate. Since all five bidders were within 16% of the low bid, staff and our consultant believe the bids reflect accurate costs. The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done.

**Discussion & Recommendation**

The lowest responsive bidder is John Neri Construction Company. John Neri Construction has successfully worked in the Village of Hinsdale on the following projects:

- 2019 N. Madison Drainage Improvements (East)
- 2018 North Infrastructure Project
- 2016 Woodlands Project Phase 3
- 2015 Resurfacing Project
- 2014 Woodlands Project Phase 2
- 2014 Reconstruction Project
- 2012 Reconstruction Project

Staff recommends awarding the Chicago Avenue Water Main Improvement Project – Phase 1 Construction Contract to John Neri Construction Company in the amount not to exceed \$998,662.

**Budget Impact**

There are sufficient resources in the Master Infrastructure Project budget to fund the construction and construction observation costs of the Chicago Avenue Water Main Improvement Project – Phase 1.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. HR Green's recommendation letter
2. 2019 Infrastructure Project contract documents



April 7, 2020

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

Re: Chicago Ave. Water Main Improvements – Phase 1  
Hinsdale Proj. # 1654  
HR Green No.: 190242

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on March 27, 2020 for the subject project. HR Green has verified that John Neri Construction Co., Inc. is the apparent qualified low bidder at \$998,662.00. Of the five bidders, four were within 16% of the low bid and the second low bidder was within 3.6%. The pre-bid engineer's opinion of probable construction cost (EOPCC) was set at \$757,722.

Further investigation into the EOPCC leads us to believe that our unit price estimates for some of the key project elements as taken from past years bid results were undervalued due to the complexities of this year's water main project. These complexities include railroad and tunnel crossings as well as a significant amount of fittings (i.e.: elbows, tees and line stops) required in this section. Due to these more complex construction conditions additional efforts will be required by the contractor resulting in lower production rates and higher material costs per lineal foot of water main constructed than what we have seen in recent past Village water main projects.

We recommend the Village of Hinsdale accept the low bid from John Neri Construction Co., Inc. bid for the amount of **\$998,662.00**.

If you have any questions or need additional information please call me at 815-509-7119.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Scott Creech', written over a horizontal line.

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

Enclosure

TSC/ka J:\2019\190242\Design\Bid\Water\_Main-Phase-1\tr-040720-LetterofRecommendation.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805  
323 Alana Drive, New Lenox, Illinois 60451



**Illinois Department  
of Transportation**

**Local Public Agency  
Formal Contract**

PROPOSAL SUBMITTED BY		
JOHN NERI CONSTRUCTION CO. INC.		
Contractor's Name		
770 FACTORY ROAD		
Street		P.O. Box
ADDISON	IL	60101
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DUPAGE

VILLAGE OF HINSDALE

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE CHICAGO AVE WATER MAIN - PH-1

SECTION NO. VILLAGE PROJECT #1654

TYPES OF FUNDS LOCAL

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

**Department of Transportation**

☐ Concurrence in approval of award

Regional Engineer

Date

**For County and Road District Projects**

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County DUPAGE  
Local Public Agency HINSDALE  
Section Number PROJECT #1654  
Route CHICAGO WATER PH-1

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of May, 2020,  
Month and Year

between the VILLAGE OF of HINSDALE  
acting by and through its BOARD OF DIRECTORS known as the party of the first part, and  
JOHN NERI CONSTRUCTION CO., INC. his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section PROJECT # 1654, in VILLAGE OF HINSDALE, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this  
Date  
contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The VILLAGE of HINSDALE

Clerk

By

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name

By

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



**Illinois Department  
of Transportation**

**Contract Bond**

Route CHICAGO AVE WATER  
County DUPAGE  
Local Agency HINSDALE, VILLAGE  
Section PROJ. # 1654

We, \_\_\_\_\_

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of  
Nine Hundred Ninty Eight Thousand Six Hundred Sixty Two and 00/100

\_\_\_\_\_ Dollars ( \$ 998,662.00 ), lawful money of the  
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Name of Surety)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
(Chairman/Mayor/President)



## Addendum 1

To: Plan Holders; Dan Deeter, PE -Village Engineer  
From: Project Manager - T. Scott Creech, P.E.  
Section: HRG # 190242  
Subject: Hinsdale 2020 Infrastructure Project - Chicago Ave. Water Main Improvements - Ph-1  
Date: March 25, 2020

This Addendum shall be considered as part of the general Contract Specification and Contract Documents and shall govern insofar as it changes the same.

### GENERAL CLARIFICATIONS - N/A

### SPECIFICATIONS -

Updated BLR - 12200 (page 3) - Revised item 5. To Read as follows:

5. The undersigned agrees to complete the work within 65 working days or by < left blank >.

Updated Check Sheet # LRS6 - on the 6<sup>th</sup> Page of LRS#6 under Award of Contract; revised as Follows:

First Sentence - *The award of contract will be made within 60 days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed.*

Last Sentence - *If a contract is not awarded within 60 days after the opening of proposals, bidders may file a written request with the awarding authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.*

Special Provisions - REVISE full COMPLETION DATE section to read as follows:

PROJECT COMPLETION (WORKING DAYS) -The Contractor shall complete the project within 65 working days, with Working Days as defined per Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest version.

### DRAWINGS - N/A

**RETURN THIS SHEET (SIGNED) WITH BID AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM. FAILURE TO SUBMIT THIS ACKNOWLEDGMENT WILL DISQUALIFY THE CONTRACTOR'S BID.**

As a legal representative of the bidding party, I hereby acknowledge the receipt and understanding of this Addendum in its entirety.

Company Name:

John Neri Construction Co.

Acknowledge By:

Nicholas Neri

Printed/Typed Name:

Nicholas Neri

Date:

03/26/2020



**END OF ADDENDUM NO. 1**

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Chicago Ave Water\_Main-

**RETURN WITH BID**

**NOTICE TO BIDDERS**

County COOK  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route VARIOUS

Sealed proposals for the improvement described below will be received at the office of Village Hall, Village of Hinsdale  
19 E. Chicago Avenue, Hinsdale, Illinois 60521 until 10:00 AM on March 27, 2020  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall, Village of Hinsdale  
19 E. Chicago Avenue, Hinsdale, Illinois 60521 at 10:00 AM on March 27, 2020  
 Address Time Date

**DESCRIPTION OF WORK**

Name CHICAGO AVE. WATER MAIN IMPROVEMENTS (PH-1) Length: 1,083 feet ( 0.21 miles)  
 Location Chicago Ave. from West of Washington St. to east of Park Ave.  
 Proposed Improvement Consists of Utility improvements, including 12" water main reconstruction with services, valving, and chlorination/testing; patching, jack & bore casing, traffic control, & any incidental work necessary to complete this work.

1. Plans and proposal forms will be available in the office of HR Green, Inc., 323 Alana Drive, New Lenox, IL 60451  
upon presentation of prequalification information and non-refundable fee of \$75.00. Contact Scott Creech, 815-462-9324.  
 Address

2. ☒ Prequalification ✓  
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond (if applicable)
  - d. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

# RETURN WITH BID

## PROPOSAL

County COOK  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route CHICAGO AVE. - WATER MAIN IMPROVEMENTS - Phase 1

1. Proposal of JOHN NERI CONSTRUCTION CO. INC.

for the improvement of the above section by the construction of New 12" diameter water main, cut, cap & abandoned existing water main; water services; trench backfill and HMA patching associated with water main; various directional drilling; various water main casing; maintenance of traffic; and any incidental work necessary to complete work.

a total distance of 1,083 feet, of which a distance of 1,083 feet, ( 0.21 miles) are to be improved.

2. The plans for the proposed work are those prepared by HR Green, Inc., 323 Alana Drive, New Lenox, IL 60541 and approved by the Village of Hinsdale on Monday February 28, 2020
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by September 21, 2020 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Treasurer of Village of Hinsdale

The amount of the check is 5% BID BOND ( \_\_\_\_\_ ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
8. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



# Illinois Department of Transportation

## SCHEDULE OF PRICES

County DUPAGE

Local Public Agency VILLAGE OF HINSDALE

Section 19-00098-00-RS

Route CHICAGO AVE.

## Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Enire Improvements \$					998,662.00
Item No	Items	Unit	Quantity	Unit Price	Total
1	TREE TRUNK PROTECTION	EACH	1	\$ 200.00	\$ 200.00
2	TREE ROOT PRUNING	FOOT	10	\$ 50.00	\$ 500.00
3	TRENCH BACKFILL	CU YD	570	\$ 45.00	\$ 25,650.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	89	\$ 25.00	\$ 2,225.00
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	310	\$ 8.00	\$ 2,480.00
6	NITROGEN FERTILIZER NUTRIENT	POUND	5	\$ 10.00	\$ 50.00
7	PHOSPHORUS FERTILIZER NUTRIENT	POUND	5	\$ 10.00	\$ 50.00
8	POTASSIUM FERTILIZER NUTRIENT	POUND	5	\$ 10.00	\$ 50.00
9	MULCH, METHOD 3	ACRE	0.07	\$ 20,000.00	\$ 1,400.00
10	SODDING (SPECIAL)	SQ YD	310	\$ 18.00	\$ 5,580.00
11	SUPPLEMENTAL WATERING	UNIT	14	\$ 1.00	\$ 14.00
12	TEMPORARY EROSION CONTROL SEEDING	POUND	7	\$ 10.00	\$ 70.00
13	PERIMETER EROSION BARRIER	FOOT	276	\$ 5.00	\$ 1,380.00
14	INLET FILTERS	EACH	18	\$ 150.00	\$ 2,700.00
15	AGGREGATE BASE COURSE, TYPE B (4")	SQ YD	920	\$ 5.50	\$ 5,060.00
16	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	301	\$ 12.00	\$ 3,612.00
17	DETECTABLE WARNINGS	SQ FT	10	\$ 45.00	\$ 450.00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	106	\$ 10.00	\$ 1,060.00
19	SIDEWALK REMOVAL	SQ FT	301	\$ 4.00	\$ 1,204.00
20	CLASS C PATCHES, 10 INCH	SQ YD	133	\$ 120.00	\$ 15,960.00
21	CLASS D PATCHES, 10 INCH	SQ YD	753	\$ 115.00	\$ 86,595.00
22	WATER VALVES 8"	EACH	3	\$ 2,100.00	\$ 6,300.00
23	WATER VALVES 12"	EACH	7	\$ 3,600.00	\$ 25,200.00
24	FIRE HYDRANTS TO BE REMOVED	EACH	4	\$ 900.00	\$ 3,600.00
25	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$ 6,500.00	\$ 26,000.00
26	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,800.00	\$ 8,400.00
27	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 3,500.00	\$ 21,000.00
28	VALVE VAULTS, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 4,800.00	\$ 14,400.00
29	VALVE VAULTS TO BE REMOVED	EACH	12	\$ 500.00	\$ 6,000.00
30	VALVE BOX	EACH	2	\$ 350.00	\$ 700.00
31	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	106	\$ 40.00	\$ 4,200.00
32	MOBILIZATION	L SUM	1	\$ 27,500.00	\$ 27,500.00
33	NON-SPECIAL WASTE DISPOSAL	CU YD	570	\$ 90.00	\$ 51,300.00
34	SOIL DISPOSAL ANALYSIS	EACH	1	\$ 2,500.00	\$ 2,500.00
35	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$ 3,500.00	\$ 3,500.00
36	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	10	\$ 900.00	\$ 9,000.00



# Illinois Department of Transportation

## SCHEDULE OF PRICES

County DUPAGE

Local Public Agency VILLAGE OF HINSDALE

Section 19-00098-00-RS

Route CHICAGO AVE.

## Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

**Bidder's Proposal for making Entire Improvements \$ 998,662.00**

Item No.	Items	Unit	Quantity	Unit Price	Total
37	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$ 3,000.00	\$ 3,000.00
38	WATER MAIN TO BE ABANDONED, 8"	EACH	1	\$ 1,200.00	\$ 1,200.00
39	WATER MAIN TO BE ABANDONED, 12"	EACH	4	\$ 1,500.00	\$ 6,000.00
40	PRESSURE CONNECTION 8"	EACH	1	\$ 4,800.00	\$ 4,800.00
41	PRESSURE CONNECTION 12"	EACH	3	\$ 7,500.00	\$ 22,500.00
42	WATER MAIN 8" (DIRECT CONNECTION)	EACH	3	\$ 1,200.00	\$ 3,600.00
43	WATER MAIN 12" (DIRECT CONNECTION)	EACH	2	\$ 1,800.00	\$ 3,600.00
44	PVC WATER MAIN 6"	FOOT	57	\$ 95.00	\$ 5,415.00
45	PVC WATER MAIN 8"	FOOT	124	\$ 120.00	\$ 14,880.00
46	PVC WATER MAIN 12"	FOOT	1,431	\$ 145.00	\$ 207,495.00
47	WATER SERVICE RECONNECTION	EACH	7	\$ 2,800.00	\$ 19,600.00
48	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	6	\$ 150.00	\$ 900.00
49	WATER SERVICE LINE, 1 1/2"	FOOT	81	\$ 40.00	\$ 3,240.00
50	WATER SERVICE LINE, 2"	FOOT	25	\$ 50.00	\$ 1,250.00
51	WATER SERVICE LINE, 4"	FOOT	32	\$ 150.00	\$ 4,800.00
52	WATERMAIN CASING WITH SPACERS	FOOT	115	\$ 95.00	\$ 10,925.00
53	SANITARY SERVICE TO BE ADJUSTED	EACH	3	\$ 750.00	\$ 2,250.00
54	TELEVISION EXISTING SANITARY SERVICES	FOOT	191	\$ 12.00	\$ 2,292.00
55	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 18,500.00	\$ 18,500.00
56	RAILROAD PROTECTIVE LIABILITY	LSUM	1	\$ 6,000.00	\$ 6,000.00
57	RAILROAD FLAGGER	HOUR	20	\$ 1,200.00	\$ 24,000.00
58	CONSTRUCTION LAYOUT	LSUM	1	\$ 4,500.00	\$ 4,500.00
59	LINE STOP 8"	EACH	1	\$ 6,500.00	\$ 6,500.00
60	LINE STOP 12"	EACH	1	\$ 8,800.00	\$ 8,800.00
61	LINE STOP 18"	EACH	1	\$ 21,800.00	\$ 21,800.00
62	DIRECTIONAL BORE, 12"	FOOT	479	\$ 175.00	\$ 83,825.00
63	STEEL CASING PIPE, BORED AND JACKED, 24"	FOOT	231	\$ 600.00	\$ 138,600.00
64	RECORD DRAWINGS	LSUM	1	\$ 2,500.00	\$ 2,500.00

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	COOK
Local Public Agency	VILLAGE OF HINSDALE
Section Number	N/A
Route	CHICAGO AVE.- WATER MAIN IMPROVEMENTS – Phase 1

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County COOK  
Local Public Agency VILLAGE OF HINSDALE  
Section Number N/A  
Route CHICAGO AVE. - WATER MAIN  
IMPROVEMENTS - Phase 1

(If an individual) N/A

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership) N/A

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name JOHN NERI CONSTRUCTION CO. INC.

Signed By Nicholas Neri

NICHOLAS NERI President

Business Address 770 FACTORY ROAD.

ADDISON IL 60101

Insert Names of Officers

President NICHOLAS NERI

Secretary ANTHONY NERI

Treasurer VIRLENZINA NERI

Attest:

Anthony Neri  
ANTHONY NERI

Secretary





General  
Power  
of Attorney

CERTIFIED COPY

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **William Reidinger**, SEVERALLY

of Schaumburg and State of IL its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: Bid Bond

Principal: John Neri Construction Co., Inc.

Obligee: Village of Hinsdale

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

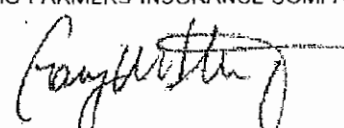
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of March A.D., 2020.



  
Frank A. Carrino, Secretary



# Illinois Department of Transportation

## Apprenticeship or Training Program Certification

Return with Bid

Route VARIOUS  
County COOK  
Local Agency VILLAGE OF HINSDALE  
Section 2020 WATER MAIN IMPROVEMENTS

**All contractors are required to complete the following certification:**

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

• ILLINOIS TEAMSTERS/EMPLOYERS APPRENTICESHIP & TRAINING FUND AFFILIATE  
W/ JOINT COUNCILS 25 & 165  
• OPERATING ENGINEERS LOCAL #150 OFFICE OF APPRENTICESHIP TRAINING EMPLOYER  
AND LABOR SERVICES  
• CHICAGO LAND LABRERS' TRAINING & APPRENTICESHIP PROGRAM

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: JOHN NERI CONSTRUCTION CO. INC. By:

Nicholas Neri  
(Signature)

Address: 170 FACTORY RD. ADDISON, IL  
60101

Title: PRESIDENT

RETURN WITH BID



**Illinois Department  
of Transportation**

**Affidavit of Illinois Business Office**

County DuPage  
Local Public Agency VILLAGE OF HINSDALE  
Section Number N/A  
Route 2020 WATER MAIN

State of ILLINOIS )  
 ) ss.  
County of DUPAGE )

I, NICHOLAS NERI of LONG GROVE, ILLINOIS,  
(Name of Affiant) (City of Affiant) (State of Affiant)

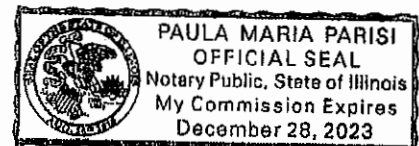
being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of JOHN NERI CONSTRUCTION CO. INC  
officer or position bidder
  2. That I have personal knowledge of the facts herein stated.
  3. That, if selected under this proposal, JOHN NERI CONSTRUCTION CO. INC will maintain a  
(bidder)
- business office in the State of Illinois which will be located in DuPage County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
  5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Nicholas Neri  
(Signature)  
NICHOLAS NERI, PRES.  
(Print Name of Affiant)

This instrument was acknowledged before me on 27TH day of MARCH, 2020.

(SEAL)



Paula Maria Parisi  
(Signature of Notary Public)

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS  
**SUBJECT:** Chicago Avenue Water Main Improvement Project – Phase 1  
Construction Observation Contract  
**MEETING DATE:** April 21, 2020  
**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

Award the contract for engineering services for construction observation of the Chicago Avenue Water Main Improvement Project – Phase 1 to HR Green, Inc. in the amount not to exceed \$75,142.75.

**Background**

On 08/06/19, the Board of Trustees approved the Chicago Avenue Water Main Improvement Project – Phase 1 contract with HR Green for engineering design services. It is the Village's practice to use the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation and design makes sense since they are most familiar with their design and they have a vested interest in defending challenges to their design. Additionally, it minimizes the number of parties required to resolve issues raised during construction.

**Discussion & Recommendation**

HR Green has provided excellent design services to the Village including revising the design due to funding changes. Considering HR Green's performance during the design process and on previous project, staff recommends approving HR Green for the construction observation portion of the East Chicago Avenue Drainage Corridor Improvement Project.

**Budget Impact**

There are sufficient resources in the Master Infrastructure Project budget to fund the construction and construction observation costs of the Chicago Avenue Water Main Improvement Project – Phase 1.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Contract with HR Green

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
Chicago Avenue Water Main  
Improvement Project – Phase 1  
Construction Observation

## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR GREEN, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the Chicago Avenue Water Main Improvement Project - Phase 1 Construction Observation Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated March 30, 2020 to provide said services for the Project;

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

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

### **SECTION 1. DEFINITIONS.**

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

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

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

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

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

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

F. The term "May" is permissive; except the phrase "no person may" shall mean that no

person is required, authorized, or permitted to do the act prohibited.

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

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – Chicago Avenue Water Main Improvement Project – Phase 1 Construction Observation as more fully described of Exhibit "A" attached hereto.

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

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

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

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

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

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

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

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property



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

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

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

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with completion (delivery of as-built documents) no later than December 15, 2020.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal dated March 30, 2020, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

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

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

### **A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$75,142.75.

### **B. Hourly Rates and Costs.**

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

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

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

## **SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

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

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

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

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

## **SECTION 7. INSURANCE.**

### **A. Scope of Coverage and Amounts.**

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

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement and providing for indemnification for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

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

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. For the duration of the Agreement, said certificates shall expressly provide that the Village shall receive thirty days written notice, with ten day exception for non-payment of premium, prior to cancellation of any required insurance policy. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and Workmen's Compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or

surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

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

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

#### **SECTION 8. CHANGES IN WORK.**

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

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

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

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

#### **SECTION 10. INDEMNIFICATION.**

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees)

caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

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

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

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

## **SECTION 11. COMPLIANCE WITH LAWS.**

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

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

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

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

4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status,

national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

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

§ 1. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

### **10/2. Deemed incorporated in contract**

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

### **10/3. Includes independent contractors, etc.**

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other

persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

**10/4. Deduction from compensation**

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

**10/5. Recovery by injured person**

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

**10/6. Violations: punishment**

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

**10/7. To be inscribed in contract**

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

**10/8. Partial invalidity: construction**

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

**SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

**A. Suspension of Work**

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs



allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

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

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

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

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

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

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

### **SECTION 13. NOTICES.**

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

*If to Village:*

Village Manager

Village of Hinsdale

19 E. Chicago Avenue

Hinsdale, Illinois 60521

*If to Engineer:*

T. Scott Creech

HR Green, Inc.

323 Alana Drive

New Lenox, Illinois 60451

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

### **SECTION 14. MISCELLANEOUS PROVISIONS.**

#### **A. Assignment.**

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

#### **B. Governing Law.**

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

#### **C. Captions.**

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

#### **D. Entire Agreement.**

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

#### **E. Waiver.**

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

either Party unless such waiver is in writing by said Party.

**F. Third Party Beneficiaries.**

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

**G. Survival.**

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020

**Engineering Consultant**

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

\_\_\_\_\_  
(Printed Name and Title)

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020

**The Village of Hinsdale, Illinois**

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

Kathleen A. Gargano, Village Manager

**EXHIBIT A – HR GREEN PROPOSAL FOR CHICAGO WATER MAIN IMPROVEMENTS**  
**PHASE 1 PROJECT CONSTRUCTION OBSERVATION**  
**DATED: March 30, 2020**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**HINSDALE – CHICAGO AVE. WATER MAIN IMPROVEMENTS (PHASE 1)  
FROM WEST OF WASHINGTON ST. TO EAST OF PARK AVE.**

**CONSTRUCTION OBSERVATION (FULL-TIME)**

Daniel M. Deeter, P.E.  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
630-789-7000

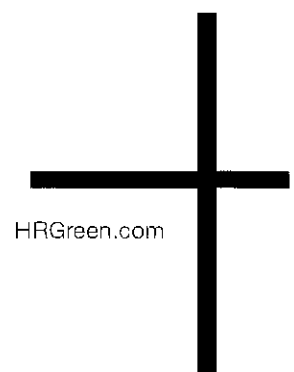
T. Scott Creech, P.E.  
HR Green  
323 Alana Drive  
New Lenox, IL 60451  
HR Green Project Number: 180937.01

March 30, 2020

HRGreen.com  
Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805  
323 Alana Drive, New Lenox, Illinois 60451

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

## 1.0 Project Understanding

### 1.1 General Understanding

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

The services required for this project are to include construction observation services (full-time) for construction of a new 12" diameter PVC water main, cut, cap & abandoned existing water main; new water services of varying sizes, water valves in vaults and boxes, fire hydrants, and jack and bore of water main at various locations. Additionally construction includes all incidental and collateral work such as trench backfill, HMA Patching, PCC Patching, landscape restoration, and traffic control.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Hinsdale - Chicago Ave. Water Main Improvements PH 1 Project, located in the Village are detailed within this contract/proposal.

The Chicago Ave. Water Main PH 1 Project includes improvements at the following street segments within the Village of Hinsdale:

- Chicago Avenue from Washington St. to Garfield St (+/- 600 ft)
- Post Circle from Garfield St. to Symonds Dr. (+/- 500 ft)
- Symonds Street for approximately 300 ft east of Post Circle (+/- 300 ft)
- Jack and Bore under BNSF Railroad between Chicago Ave. and Symonds Dr.

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

### 1.2 Design Criteria/Assumptions

The construction contract for the Chicago Ave Water Main Improvements PH 1 Project is a working day contract with an anticipated start on or around *May 4, 2020 and the field work completed around September 21, 2020 and project closeout by October 30, 2020*, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-time** observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

## 2.0 Scope of Services

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

### 2.1 Construction Observation

#### A. Project Startup

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

#### B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on 65 working days in the field. The Village has set no work restrictions along Chicago Ave. from June 1, 2020 to August 17, 2020. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

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

#### C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, and subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length



of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

### 3.0 Deliverables and Schedules Included in this Contract

Anticipated Project Schedule-

- *Local Bid Opening – March 27, 2020*
- *Construction Start – May 4, 2020*
- *Construction Completion September 21, 2019 and Project Closeout by October 30, 2020*

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

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

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report\*;
- C. Location Drainage Study services\*;
- D. Structural design services\*;
- E. Floodplain analysis/study service\*;
- F. Wetland delineation/mitigation services\*;
- G. Right of way and easement plat preparation\*;
- H. Construction staking and layout\*; and
- I. Record Drawings by Contractor\*
- J. Quality Assurance (Q/A) Testing\*.

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

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not

responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

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

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

## **5.0 Services by Others**

A. N/A.

## **6.0 Client Responsibilities**

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

- A. Attend weekly project construction review/coordination meetings;
- B. Process Contractor Pay Request, after approved by Company;

## **7.0 Professional Services Fee**

### **7.1 Fees**

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

### **7.2 Invoices**

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

### **7.3 Extra Work**

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

#### 7.4 Exclusion

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

#### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$75,142.75**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
<b>2.1 Construction Observation</b>				
Field Observation & Admin, Pre-Con. Mtg. (2)	631	\$ 72,714.00	\$ 2,428.75	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			N/A
<b>Subtotals:</b>	631	\$ 72,714.00	\$ 2,428.75	N/A
<b>Contract Total:</b>			<b>\$ 75,142.75</b>	

**(1) Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

**(2) Construction Observation Services** are based on estimated (65 R.E. + 16 P.M = 81 Trips) Field Observation Days (contractor working days). Also includes one (1) pre-construction meeting, weekly progress meetings with contractor, documentation and coordination efforts per Scope of Services.

#### 8.0 Terms and Conditions

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

##### 8.1 Standard of Care

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

##### 8.2 Entire Agreement

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

##### 8.3 Time Limit and Commencement of Services

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

##### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated

for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not

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

#### 8.19 Design Information in Electronic Form

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

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

#### 8.20 Information Provided by Others

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

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

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

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors

or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Environmental Audits/Site Assessments

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

8.27 Construction Observation

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

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

8.28 Municipal Advisor

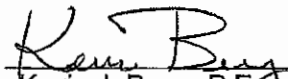
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services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



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

Sincerely,

HR GREEN, INC.

  
Kevin J. Berry, P.E.

Approved by:



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

Title: Principal

Date: 3/27/2020

Village of Hinsdale

Accepted by:

Printed/Typed Name:

Title:

Date:

\\hrgreen.com\HRG\Data\2019\190242.01\Admin\Contract\Client\tag-03232020-HRG\_PSA(Exhibit-B)-ConstructionObs\_2020\Infrastructure.docx

**REQUEST FOR BOARD ACTION**  
**Finance**

**AGENDA SECTION:** Consent – ACA

**SUBJECT:** Accounts Payable-Warrant #1718

**MEETING DATE:** April 21, 2020

**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve payment of the accounts payable for the period of April 8, 2020 through April 21, 2020 in the aggregate amount of \$676,525.61 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**Background**

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

**Discussion & Recommendation**

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1718 is recommended.

**Budget Impact**

N/A

**Village Board and/or Committee Action**

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

**Documents Attached**

1. Warrant Register #1718

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1718**

**FOR PERIOD April 8, 2020 through April 21, 2020**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$676,525.61 reviewed and approved by the below named officials.

APPROVED BY Daniel J. Lyons DATE 4/16/20  
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

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

**Village of Hinsdale**  
**#1718**  
**Summary By Fund**

Receipts By Fund	Fund	Regular Checks	ACH/AVC Transfers	Total
General Fund	100	147,500.48	-	147,500.48
Water & Sewer Operations	600	325,575.85	-	325,575.85
Payroll Revolving Fund	740	5,597.00	197,839.53	203,436.53
Library Operating Fund	900	12.75	-	12.75
<b>Total</b>		<b>478,686.08</b>	<b>197,839.53</b>	<b>676,525.61</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1718**

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/17/2020	Village Payroll #8 - Calendar 2020	FWH/FICA/Medicare	\$ 86,141.24
Illinois Department of Revenue 4/17/2020	Village Payroll #8 - Calendar 2020	State Tax Withholding	\$ 18,051.83
ICMA - 457 Plans 4/17/2020	Village Payroll #8 - Calendar 2020	Employee Withholding	\$ 18,814.67
HSA PLAN CONTRIBUTION 4/17/2020	Village Payroll #8 - Calendar 2020	Employer/Employee Withholding	\$ 1,185.94
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 73,645.85
	<b>Total Bank Wire Transfers and ACH Payments</b>		<b>\$ 197,839.53</b>

<b>ipbc-general</b>	-
<b>payroll</b>	<u>197,839.53</u>
	197,839.53



## Warrant Register 1718

Invoice	Description	Invoice/Amount
<b>BMO HARRIS BANK N.A. PYMT</b>		
MAR20	MAR20 MISC CHARGES	-243.39
MAR20	MAR20 MISC CHARGES	29.34
MAR20	MAR20 MISC CHARGES	58.00
MAR20	MAR20 MISC CHARGES	31.98
MAR20	MAR20 MISC CHARGES	182.98
MAR20	MAR20 MISC CHARGES	79.98
MAR20	MAR20 MISC CHARGES	14.99
MAR20	MAR20 MISC CHARGES	95.03
MAR20	MAR20 MISC CHARGES	1.69
MAR20	MAR20 MISC CHARGES	51.59
MAR20	MAR20 MISC CHARGES	42.50
MAR20	MAR20 MISC CHARGES	3.56
MAR20	MAR20 MISC CHARGES	6.14
MAR20	MAR20 MISC CHARGES	9.82
MAR20	MAR20 MISC CHARGES	9.03
MAR20	MAR20 MISC CHARGES	19.34
MAR20	MAR20 MISC CHARGES	4.87
MAR20	MAR20 MISC CHARGES	149.90
MAR20	MAR20 MISC CHARGES	7.59
MAR20	MAR20 MISC CHARGES	89.99
MAR20	MAR20 MISC CHARGES	5.00
MAR20	MAR20 MISC CHARGES	11.77
MAR20	MAR20 MISC CHARGES	5.72
MAR20	MAR20 MISC CHARGES	369.99
MAR20	MAR20 MISC CHARGES	7.00
MAR20	MAR20 MISC CHARGES	15.96
MAR20	MAR20 MISC CHARGES	15.96
MAR20	MAR20 MISC CHARGES	169.00
MAR20	MAR20 MISC CHARGES	19.49
MAR20	MAR20 MISC CHARGES	57.35
MAR20	MAR20 MISC CHARGES	29.15
MAR20	MAR20 MISC CHARGES	52.10
MAR20	MAR20 MISC CHARGES	260.83
MAR20	MAR20 MISC CHARGES	21.00
MAR20	MAR20 MISC CHARGES	14.90
MAR20	MAR20 MISC CHARGES	94.07

**Warrant Register 1718**

<b>Invoice</b>	<b>Description</b>	<b>Invoice/Amount</b>
MAR20	MAR20 MISC CHARGES	16.51
MAR20	MAR20 MISC CHARGES	455.00
MAR20	MAR20 MISC CHARGES	12.00
MAR20	MAR20 MISC CHARGES	14.79
MAR20	MAR20 MISC CHARGES	24.28
MAR20	MAR20 MISC CHARGES	122.18
MAR20	MAR20 MISC CHARGES	127.39
MAR20	MAR20 MISC CHARGES	159.34
MAR20	MAR20 MISC CHARGES	60.02
MAR20	MAR20 MISC CHARGES	67.98
MAR20	MAR20 MISC CHARGES	99.00
MAR20	MAR20 MISC CHARGES	-122.18
MAR20	MAR20 MISC CHARGES	49.00
MAR20	MAR20 MISC CHARGES	39.82
MAR20	MAR20 MISC CHARGES	19.99
MAR20	MAR20 MISC CHARGES	138.28
MAR20	MAR20 MISC CHARGES	60.99
MAR20	MAR20 MISC CHARGES	11.63
MAR20	MAR20 MISC CHARGES	210.00
MAR20	MAR20 MISC CHARGES	58.00
MAR20	MAR20 MISC CHARGES	40.73
MAR20	MAR20 MISC CHARGES	65.18
MAR20	MAR20 MISC CHARGES	266.91
MAR20	MAR20 MISC CHARGES	31.00
MAR20	MAR20 MISC CHARGES	149.00
MAR20	MAR20 MISC CHARGES	-695.00
<b>Check Date 4/9/2020 Total For Check # 105707</b>		<b>3,276.06</b>
<b>COMCAST</b>		
8771201110037136	POOL 4/4-5/3/20	148.35
<b>Check Date 4/9/2020 Total For Check # 105708</b>		<b>148.35</b>
<b>SPRINT</b>		
977740515-218	PHONE CHARGES MAR20	221.94
977740515-218	PHONE CHARGES MAR20	44.39
977740515-218	PHONE CHARGES MAR20	621.43
977740515-218	PHONE CHARGES MAR20	355.10
977740515-218	PHONE CHARGES MAR20	44.39
977740515-218	PHONE CHARGES MAR20	44.39
977740515-218	PHONE CHARGES MAR20	44.39

**Warrant Register 1718**

<b>Invoice</b>	<b>Description</b>	<b>Invoice/Amount</b>
977740515-218	PHONE CHARGES MAR20	88.78
977740515-218	PHONE CHARGES MAR20	177.55
977740515-218	PHONE CHARGES MAR20	88.78
977740515-218	PHONE CHARGES MAR20	88.78
977740515-218	PHONE CHARGES MAR20	399.48
977740515-218	PHONE CHARGES MAR20	88.75
<b>Check Date 4/9/2020 Total For Check # 105709</b>		<b>2,308.15</b>
<b>TOSHIBA FINANCIAL SERVICE</b>		
410421259	COPIER LEASE-500-0531316-000	193.13
410421259	COPIER LEASE-500-0531316-000	82.77
410421259	COPIER LEASE-500-0531316-000	269.12
410421259	COPIER LEASE-500-0531316-000	275.90
410421259	COPIER LEASE-500-0531316-000	269.12
410421259	COPIER LEASE-500-0531316-000	269.12
410422414	COPIER LEASE 500-0585241-00	269.12
<b>Check Date 4/9/2020 Total For Check # 105710</b>		<b>1,628.28</b>
<b>AIR ONE EQUIPMENT</b>		
154960	BAGS FOR STORAGE OF MED EQUIP	242.00
<b>Check Date 4/21/2020 Total For Check # 105711</b>		<b>242.00</b>
<b>BACKGROUNDS ONLINE</b>		
521715	BACKGROUND CHECKS	183.90
<b>Check Date 4/21/2020 Total For Check # 105712</b>		<b>183.90</b>
<b>BAECORE GROUP</b>		
153-10	PROJ MGMT SVC MAY-JULY 2020	22,940.16
<b>Check Date 4/21/2020 Total For Check # 105713</b>		<b>22,940.16</b>
<b>BANNERVILLE USA</b>		
28791	VILLAGE SIGNS-COVID 19	680.00
<b>Check Date 4/21/2020 Total For Check # 105714</b>		<b>680.00</b>
<b>BEACON SSI INCORPORATED</b>		
91868	MONTHLY FUEL INSPECT-WP MARCH	125.00
91869	MONTHLY FUEL INSPECT-PUB SVC-MAR 2020	125.00
<b>Check Date 4/21/2020 Total For Check # 105715</b>		<b>250.00</b>
<b>BELSON OUTDOORS, LLC</b>		
182818	NEW CANS FOR DOWNTOWN/BURLINGTON	3,370.00
182818	NEW CANS FOR DOWNTOWN/BURLINGTON	5,318.42
<b>Check Date 4/21/2020 Total For Check # 105716</b>		<b>8,688.42</b>





## Warrant Register 1718

Invoice	Description	Invoice/Amount
<b>CINTAS CORPORATION 769</b>		
1901163094	UNIFORM ALLOWANCE	36.44
4046972585	MATS & TOWEL SERVICE	22.85
4046972585	MATS & TOWEL SERVICE	27.42
4046972585	MATS & TOWEL SERVICE	21.39
4046972585	MATS & TOWEL SERVICE	12.15
4046972585	MATS & TOWEL SERVICE	46.07
4046972585	MATS & TOWEL SERVICE	42.97
Check Date 4/21/2020 Total For Check # 105717		209.29
<b>COEO SOLUTIONS</b>		
1032961	FIBER INTERNET CONNECT	1,338.11
Check Date 4/21/2020 Total For Check # 105718		1,338.11
<b>COMCAST</b>		
8771201110036781	POLICE 4/5-5/4/20	162.90
8771201110036807	KLM 4/5 TO 5/4/20	108.35
8771201110036815	WATER 4/5 TO 5/4/20	148.35
8771201110036757	VH 4/5 TO 5/4/20	258.35
Check Date 4/21/2020 Total For Check # 105719		677.95
<b>COMED-6112</b>		
1653148069	TRAFFIC SIGNALS	48.02
Check Date 4/21/2020 Total For Check # 105720		48.02
<b>CONSTELLATION NEWENERGY</b>		
17029272401	TRANSFORMER 2/19 TO 3/19/20	1,742.00
17092127601	908 ELM 2/19-3/19/20	462.30
17056562601	STREET LIGHT-1653148050-2/24-3/24	8,000.52
Check Date 4/21/2020 Total For Check # 105721		10,204.82
<b>CONWAY SHIELD</b>		
0455317-IN	MEDICLEAN GERMICIDE CLEANER	462.50
Check Date 4/21/2020 Total For Check # 105722		462.50
<b>CORE &amp; MAIN LP</b>		
M054767	1 1/2" METERS & FLANGE KITS	2,680.00
Check Date 4/21/2020 Total For Check # 105723		2,680.00
<b>DISCOVERY BENEFITS</b>		
0001147284-IN	FSA MONTHLY-MAR20	12.75
0001147284-IN	FSA MONTHLY-MAR20	12.75
0001147284-IN	FSA MONTHLY-MAR20	12.75
0001147284-IN	FSA MONTHLY-MAR20	21.25



## Warrant Register 1718

Invoice	Description	Invoice/Amount
0001147284-IN	FSA MONTHLY-MAR20	4.25
0001147284-IN	FSA MONTHLY-MAR20	4.25
0001147284-IN	FSA MONTHLY-MAR20	12.75
Check Date 4/21/2020 Total For Check # 105724		80.75
<b>DUPAGE WATER COMMISSION</b>		
01-1200-00-MAR20	WATER CHARGES 2/29-3/31/20	313,050.36
Check Date 4/21/2020 Total For Check # 105725		313,050.36
<b>ECO CLEAN MAINTENANCE INC</b>		
8626	JANITORIAL SVCS-MAR 2020	1,898.00
8626	JANITORIAL SVCS-MAR 2020	322.00
8626	JANITORIAL SVCS-MAR 2020	322.00
8626	JANITORIAL SVCS-MAR 2020	740.00
8626	JANITORIAL SVCS-MAR 2020	1,200.00
8626	JANITORIAL SVCS-MAR 2020	1,700.00
Check Date 4/21/2020 Total For Check # 105726		6,182.00
<b>EMERGENCY MEDICAL PROD</b>		
2146354	MISC MEDICAL SUPPLIES	708.48
Check Date 4/21/2020 Total For Check # 105727		708.48
<b>EQUIPMENT MANAGEMENT CO.</b>		
57365	REPAIRS EXTRICATION TOOL SPREADER	390.00
Check Date 4/21/2020 Total For Check # 105728		390.00
<b>FCWRD</b>		
009575-000-MAR	SEWER-MAR20	25.30
Check Date 4/21/2020 Total For Check # 105729		25.30
<b>FEDEX</b>		
6-968-42779	MISC SHIPPING	58.81
6-968-42779	MISC SHIPPING	20.61
6-968-42779	MISC SHIPPING	20.61
6-968-42779	MISC SHIPPING	42.15
Check Date 4/21/2020 Total For Check # 105730		142.18
<b>FIRE PROTECTION COMPANY</b>		
26752	SPRINKLER INSPECT MAR 2020	676.68
26752	SPRINKLER INSPECT MAR 2020	169.16
26752	SPRINKLER INSPECT MAR 2020	169.16
Check Date 4/21/2020 Total For Check # 105731		1,015.00
<b>FIRST COMMUNICATIONS, LLC</b>		
119314936	PHONE CHARGES MAR2020	272.16

**Warrant Register 1718**

Invoice	Description	Invoice/Amount
119314936	PHONE CHARGES MAR2020	93.35
119314936	PHONE CHARGES MAR2020	196.91
119314936	PHONE CHARGES MAR2020	54.33
119314936	PHONE CHARGES MAR2020	369.02
119314936	PHONE CHARGES MAR2020	158.15
119314936	PHONE CHARGES MAR2020	589.37
<b>Check Date 4/21/2020 Total For Check # 105732</b>		<b>1,733.29</b>
<b>FOX VALLEY FIRE &amp; SAFETY</b>		
in00345546	SVC 12 FIRE EXTINGUISHERS	661.75
<b>Check Date 4/21/2020 Total For Check # 105733</b>		<b>661.75</b>
<b>FULLERS HOME &amp; HARDWARE</b>		
MAR2020	MISC HARDWARE	14.36
MAR2020	MISC HARDWARE	8.98
MAR2020	MISC HARDWARE	23.91
MAR2020	MISC HARDWARE	8.99
MAR2020	MISC HARDWARE	4.95
MAR2020	MISC HARDWARE	11.98
MAR2020	MISC HARDWARE	30.97
MAR2020	MISC HARDWARE	7.73
<b>Check Date 4/21/2020 Total For Check # 105734</b>		<b>111.87</b>
<b>GALLS</b>		
015186739	UNIFORM ALLOW	45.01
015230967	UNIFORM ALLOW	171.10
015231167	UNIFORM ALLOW	203.05
015231170	UNIFORM ALLOW	154.35
015249439	UNIFORM ALLOW	205.30
015249440	UNIFORM ALLOW	171.10
015249441	UNIFORM ALLOW	286.00
015249442	UNIFORM ALLOW	113.50
015249443	UNIFORM ALLOW	454.21
<b>Check Date 4/21/2020 Total For Check # 105735</b>		<b>1,803.62</b>
<b>GLOBAL INDUSTRIAL</b>		
115727189	CELL PHONE CHARGING LOCKER	434.90
<b>Check Date 4/21/2020 Total For Check # 105736</b>		<b>434.90</b>
<b>GOVTEMPS USA, LLC</b>		
2998343	CONTRACT WORK	1,519.00
2998344	CONSULTING WORK	1,344.00



## Warrant Register 1718

Invoice	Description	Invoice/Amount
	Check Date 4/21/2020 Total For Check # 105737	2,863.00
<b>HEALTH INSPECT PROF INC</b>		
389	COOK CNTY HEALTH INSP 1/20-3/20	772.50
	Check Date 4/21/2020 Total For Check # 105738	772.50
<b>INDUSTRIAL ELECTRIC SUPPLY</b>		
6199	STREETLIGHT POLE HEAD PARTS	75.00
6197	ELECTRIC OUTLET OUTSIDE	10.85
6141	LED STREET LIGHT BULBS	720.00
	Check Date 4/21/2020 Total For Check # 105739	805.85
<b>JAMES J BENES &amp; ASSOC INC</b>		
PAY10 FEB	2019-20 3RD PARTY REVIEWS	1,840.15
	Check Date 4/21/2020 Total For Check # 105740	1,840.15
<b>JLD CONSULTING GROUP</b>		
12102	JAN & FEB CONSULTING FEE	5,500.00
12102	JAN & FEB CONSULTING FEE	5,500.00
12103	MARCH CONSULTING FEE	5,500.00
	Check Date 4/21/2020 Total For Check # 105741	16,500.00
<b>JSN CONTRACTORS SUPPLY</b>		
83357	GLOVES & JULIE LOCATING PAINT	276.80
	Check Date 4/21/2020 Total For Check # 105742	276.80
<b>LEADS ONLINE LLC</b>		
254765	RENEWAL 5-1-20 TO 4-31-21	2,848.00
	Check Date 4/21/2020 Total For Check # 105743	2,848.00
<b>LINCHPIN SEO</b>		
16111	KLM MARKETING APR 2020	400.00
	Check Date 4/21/2020 Total For Check # 105744	400.00
<b>MENARDS</b>		
46494	HEATERS FOR POOL FILTER	71.98
	Check Date 4/21/2020 Total For Check # 105745	71.98
<b>MENNON RUBBER &amp; SAFETY</b>		
38712	UNIFORM ALLOWANCE	226.13
	Check Date 4/21/2020 Total For Check # 105746	226.13
<b>MICRO CENTER A/R</b>		
4992131	MISC FLASH DRIVES	14.99
	Check Date 4/21/2020 Total For Check # 105747	14.99



## Warrant Register 1718

Invoice	Description	Invoice/Amount
<b>MICROSYSTEMS, INC.</b>		
040720	PAPERVISION SOFTWARE RENEWAL	199.50
	Check Date 4/21/2020 Total For Check # 105748	199.50
<b>NAPA AUTO PARTS</b>		
4343-653830	OIL FILTER - #18	7.63
4343-653895	EXHAUST CLAMPS #850	10.67
4343-653960	JUNCTION BOX-RED TILT TRAILER	32.92
4343-654142	BATTERY-RED IMPALA	153.79
	Check Date 4/21/2020 Total For Check # 105749	205.01
<b>NELS J JOHNSON TREE EXPT</b>		
131996	TREE PRUNING	695.00
131997	TREE PRUNING	695.00
131998	TREE PRUNING	695.00
	Check Date 4/21/2020 Total For Check # 105750	2,085.00
<b>3330 OAK CUSTOM DESIGNS, LLC</b>		
2880	SCBA SCOTT MASKS	558.90
	Check Date 4/21/2020 Total For Check # 105751	558.90
<b>BERGNACH, MARK</b>		
78599266	OVERPAID FINAL	90.70
	Check Date 4/21/2020 Total For Check # 105752	90.70
<b>TIBURON HOMES</b>		
10013	PAID 9 MONTHS OF UNMETERED WATER	920.67
	Check Date 4/21/2020 Total For Check # 105753	920.67
<b>WYNNE, MICHAEL</b>		
1301681	OVERPAID FINAL BILL	31.65
	Check Date 4/21/2020 Total For Check # 105754	31.65
<b>ORBIS SOLUTIONS</b>		
5570050	IT SUPPORT SVC TEMP CONTRACT	13,744.00
	Check Date 4/21/2020 Total For Check # 105755	13,744.00
<b>PRO ONE BUILDERS INC.</b>		
041320	DEPOSIT POOL TRELLIS	870.00
	Check Date 4/21/2020 Total For Check # 105756	870.00
<b>PROMOS 911 INC</b>		
9065	SHIFT CALENDAR BOARD	642.51
	Check Date 4/21/2020 Total For Check # 105757	642.51



## Warrant Register 1718

Invoice	Description	Invoice/Amount
<b>RAILROAD MANAGEMENT CO</b>		
413622	36" STORM PIPE RR EASEMENT CROSSING	258.95
413583	24" STORM PIPE RR EASEMENT CROSSING	258.95
Check Date 4/21/2020 Total For Check # 105758		517.90
<b>RAY O'HERRON CO INC</b>		
201966-IN	UNIFORM ALLOW	57.63
2018485-IN	UNIFORM ALLOW	49.99
Check Date 4/21/2020 Total For Check # 105759		107.62
<b>RELIABLE FIRE &amp; SECURITY</b>		
19757	SVC CHECK FIRE HOOD SYSTEM	160.25
Check Date 4/21/2020 Total For Check # 105760		160.25
<b>RMS UTILITY SERVICES</b>		
11066	SMOKE TEST 1450 LF	1,940.50
Check Date 4/21/2020 Total For Check # 105761		1,940.50
<b>SALES SOLUTIONS</b>		
6469	APPAREL SUMMER 2020-STAFF & PROGRAMS	240.45
6469	APPAREL SUMMER 2020-STAFF & PROGRAMS	299.60
6469	APPAREL SUMMER 2020-STAFF & PROGRAMS	826.32
6469	APPAREL SUMMER 2020-STAFF & PROGRAMS	728.94
6469	APPAREL SUMMER 2020-STAFF & PROGRAMS	635.98
Check Date 4/21/2020 Total For Check # 105762		2,731.29
<b>SEWERTECH LLC</b>		
2009	EMERG ROOTCUTTING	1,200.00
Check Date 4/21/2020 Total For Check # 105763		1,200.00
<b>SUBURBAN LABORATORIES, IN</b>		
175142	IEPA WELL SAMPLES-WELL RADIUM	554.00
Check Date 4/21/2020 Total For Check # 105764		554.00
<b>THE COMMUNITY HOUSE</b>		
BUNNY2020	BUNNY VISITS 2020	742.50
Check Date 4/21/2020 Total For Check # 105765		742.50
<b>THE HINSDALEAN</b>		
33874	POOL INSERTS-FEB 2020	318.50
Check Date 4/21/2020 Total For Check # 105766		318.50
<b>THE LIFEGUARD STORE</b>		
INV97645	LIFEGUARD EQUIPMENT	2,150.75
INV97645	LIFEGUARD EQUIPMENT	402.50
INV97645	LIFEGUARD EQUIPMENT	497.50



## Warrant Register 1718

Invoice	Description	Invoice/Amount
	Check Date 4/21/2020 Total For Check # 105767	3,050.75
<b>THE POLICE &amp; SHERIFFS</b>		
132200	MEDICAL ID BADGES	17.55
	Check Date 4/21/2020 Total For Check # 105768	17.55
<b>THOMSON REUTERS WEST</b>		
84191667	FEB CLEAR CHARGES	201.75
	Check Date 4/21/2020 Total For Check # 105769	201.75
<b>TOSHIBA BUSINESS</b>		
5235196	QTRLY MAINT COPIERS	417.71
5235196	QTRLY MAINT COPIERS	179.02
5235196	QTRLY MAINT COPIERS	288.31
5235196	QTRLY MAINT COPIERS	575.66
5235196	QTRLY MAINT COPIERS	558.07
	Check Date 4/21/2020 Total For Check # 105770	2,018.77
<b>TPI BLDG CODE CONSULTANT</b>		
202003	3RD PTY PLUMBING INSP MAR 2020	2,600.00
	Check Date 4/21/2020 Total For Check # 105771	2,600.00
<b>UNIQUE APPAREL SOLUTIONS</b>		
71849	TRT RESPONSE UNIFORM	339.01
	Check Date 4/21/2020 Total For Check # 105772	339.01
<b>UPS STORE #3276</b>		
11457	SHIPPING CHARGES	11.17
	Check Date 4/21/2020 Total For Check # 105773	11.17
<b>US GAS</b>		
329060	3 "D" OXYGEN CYLINDERS REFILLED	18.78
	Check Date 4/21/2020 Total For Check # 105774	18.78
<b>VERIZON WIRELESS</b>		
9851438805	IPADS, MDTs, CAMERAS	219.04
9851438805	IPADS, MDTs, CAMERAS	172.43
9851438805	IPADS, MDTs, CAMERAS	316.76
9851142564	MACHINE/MACHINE & VOICE	38.01
9851142564	MACHINE/MACHINE & VOICE	50.04
	Check Date 4/21/2020 Total For Check # 105775	796.28
<b>VIGILANT SOLUTIONS, LLC</b>		
31364-RI	LPR @ 47TH & VEECK PARK	20,009.00
	Check Date 4/21/2020 Total For Check # 105776	20,009.00



## Warrant Register 1718

Invoice	Description	Invoice/Amount
<b>WAREHOUSE DIRECT INC</b>		
4627500	OFFICE SUPPLIES	14.66
4627500-0	OFFICE SUPPLIES	71.47
4601009-0	HAND SANITIZER	520.62
4601008-0	HAND SANITIZER	56.30
4615512-0	JANITORIAL SUPPLIES	232.86
4621853-0	OFFICE SUPPLIES	79.54
4621924-0	OFFICE SUPPLIES	18.32
4632329-0	OFFICE SUPPLIES	44.55
46238978-0	OFFICE SUPPLIES	23.73
4601242-0	OFFICE SUPPLIES	106.02
4647684-1	OFFICE SUPPLIES	31.07
4547684-0	OFFICE SUPPLIES	5.97
Check Date 4/21/2020 Total For Check # 105777		1,205.11
<b>WEX BANK</b>		
64627388	UNLEADED FUEL MARCH	124.19
64627388	UNLEADED FUEL MARCH	238.20
64627388	UNLEADED FUEL MARCH	3,031.13
64627388	UNLEADED FUEL MARCH	541.40
64627388	UNLEADED FUEL MARCH	232.05
64627388	UNLEADED FUEL MARCH	117.38
64627388	UNLEADED FUEL MARCH	34.88
64627388	UNLEADED FUEL MARCH	441.42
64627388	UNLEADED FUEL MARCH	490.68
64627388	UNLEADED FUEL MARCH	-124.49
Check Date 4/21/2020 Total For Check # 105778		5,126.84
<b>WILLOWBROOK FORD INC</b>		
5144836	EXHAUST PIPE, NUTS, GASKET	289.30
Check Date 4/21/2020 Total For Check # 105779		289.30
<b>ZOLL MEDICAL CORP</b>		
3045034	SUPPLIES FOR CARDIAC MONITORS	188.11
3046867	MONITOR ADULT CABLE	671.25
Check Date 4/21/2020 Total For Check # 105780		859.36
<b>AFLAC-FLEXONE</b>		
041720	AFLAC INSURANCE	270.51
041720	AFLAC INSURANCE	190.88
041720	AFLAC INSURANCE	385.26





## Warrant Register 1718

Invoice	Description	Invoice/Amount
	Check Date 4/16/2020 Total For Check # 105781	846.65
<b>NATIONWIDE RETIREMENT SOL</b>		
041720	NATIONWIDE 457 CONTRIBUTIONS	525.00
041720	NATIONWIDE 457 CONTRIBUTIONS	110.91
	Check Date 4/16/2020 Total For Check # 105782	635.91
<b>NATIONWIDE TRUST CO FSB</b>		
041720	PEHP CONTRIBUTIONS	409.59
041720	PEHP CONTRIBUTIONS	2,328.09
041720	PEHP CONTRIBUTIONS	616.20
	Check Date 4/16/2020 Total For Check # 105783	3,353.88
<b>STATE DISBURSEMENT UNIT</b>		
041720	CHILD SUPPORT PAYMENT	230.77
	Check Date 4/16/2020 Total For Check # 105784	230.77
<b>VSP ILLINOIS - 30048087</b>		
041720	VSP VISION INSURANCE	134.33
041720	VSP VISION INSURANCE	395.46
	Check Date 4/16/2020 Total For Check # 105785	529.79
	Total For ALL Checks	478,686.08



REQUEST FOR BOARD ACTION

Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Major Adjustment to the Planned Development/Exterior Appearance and Site Plan for Façade and new Signage updates for the Commercial Building at 420 E. Ogden Avenue in the B-3 General Business District  
Continental AutoSports – Ferrari - Case A-04-2020

**MEETING DATE:** April 21, 2020

**FROM:** Chan Yu, Village Planner

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**Recommended Motion**

Move to approve an ordinance approving a Second Major Adjustment to a Planned Development and associated Exterior Appearance and Site Plan for Façade and Signage updates at 420 E. Ogden Avenue – Continental AutoSports.

**Background**

At the February 18, 2020, Village Board meeting, the Board of Trustees expressed concern over the initially proposed larger two (2) new ground signs; specifically, in regards to the 20' height as introduced by the applicant at said Village Board meeting. Based on the feedback from the Trustees, the applicant revised the request to keep the existing ground sign, and propose a second ground sign with same dimensions as the approved ground sign from 2013 (14'-9" tall and 2'-8.5" wide).

After the Village Board referred this application to the Plan Commission (PC) on February 18, 2020, the PC reviewed the revised application for one (1) additional ground sign, to match the existing ground sign at its March 11, 2020, meeting. With no issues with the proposed front façade improvements, wall signs, and additional ground sign to match the existing ground sign, the PC unanimously recommended, 7-0 (2 absent) that the Board of Trustees approve the application as submitted. There were no public comments at the PC meeting by neighbors.

For historical context of this Planned Development, on October 19, 2010, the Board of Trustees approved Ordinance O2010-49, approving a Special Use Permit for a Planned Development and Site Plans and Exterior Appearance plans for façade changes for the Continental AutoSports Ferrari and Maserati Dealership at 420 E. Ogden Avenue. Per the Ordinance exhibit, the front elevation illustrated the grey tiled front façade of the building and a Ferrari and Maserati Wall sign.

On May 21, 2013, the Board of Trustees approved Ordinance O2013-10, approving a Major Adjustment to a Planned Development for two (2) new ground signs for the Ferrari and Maserati Dealership. This Ordinance allowed the dealership to install:

- 2 ground signs instead of 1 allowed by Code
- 5 colors instead of 3 colors allowed by Code

- Setback relief of 8' front yard and 4' side-yard instead of 10' and 6', respectively
- Height relief for 15' ground signs instead of 8' (sign 1) and 6' (sign 2) per Code

This second major adjustment is a request to update the front façade and install one new ground sign to reflect that the dealership is exclusively a Ferrari dealership and no longer features Maserati. To this end, the applicant removed the former Maserati ground sign. In regards to ground signage, this application includes four (4) code waivers:

- 2 ground signs instead of 1 allowed by Code (same as previous 2013 request)
- 5 colors instead of 3 colors allowed by Code (same as previous 2013 request)
- Setback relief of 8' front yard and 4' side-yard instead of 10' and 6', respectively (same as previous 2013 request)
- Height relief for 14'-9" ground sign instead of 8' (sign 1) and 6' (sign 2) per Code (same as previous 2013 request)

Of note, the location of the second ground sign is for a new location next to (and west of) the front entrance ingress/egress. The other ground sign is existing and will remain at the east end of the subject property.

This Major Adjustment request also includes an exterior façade change in materials to aluminum composite material (ACM) cladding similar to the Land Rover/Jaguar dealership at 336 E. Ogden Avenue and replacing two (2) wall signs. The proposed color for the ACM cladding is metallic Ferrari grey. The proposed "Ferrari" text wall sign is stainless steel with a chrome finish.

The second wall sign is a logo, featuring 5 colors and the glorious Ferrari prancing horse logo. Both wall signs are proposed to be illuminated. The "Ferrari" text wall sign is 4'-4 ¾" tall and 24'-8" wide for an area of 108.6 SF and the logo wall sign 3'-1" tall and 4'-11" wide for an area of 15.16 SF (identical dimensions as the existing logo sign). Combined, the sign area is 123.76 SF, and 23.76 SF over the maximum permitted by the Code. Regarding the two (2) wall signs, this request includes two (2) code waivers:

- Larger signage of 123.76 SF instead of 100 SF allowed by Code
- Internally illuminated translucent background (same as current logo wall sign)

### **Discussion & Recommendation**

On March 11, 2020, the PC reviewed the revised application for one (1) additional ground sign, to match the existing ground sign at its public meeting. With no issues with the proposed front façade improvements, wall signs, and additional ground sign to match the existing ground sign, the PC unanimously recommended, 7-0 (2 absent) that the Board of Trustees approve the application as submitted. There were no public comments at the PC meeting by neighbors.

### **Village Board and/or Committee Action**

At the February 18, 2020, Village Board meeting, the Board of Trustees referred this application to the PC for review and consideration, with a request that the PC note that the Village Board shared concerns for the requested 20' tall ground sign, and that it is too tall.

At the April 7, 2020, Board of Trustees meeting, the Village Board had no issues with the request and moved the item forward for Second Reading.



## REQUEST FOR BOARD ACTION

### **Documents Attached**

#### Ordinance

The following related materials were provided for the Board of Trustees of this item on April 7, 2020, and can be found on the Village website at:

[https://www.villageofhinsdale.org/document\\_center/VillageBoard/2020/04%20APR/VBOT%20packet%2004%2007%2020.pdf](https://www.villageofhinsdale.org/document_center/VillageBoard/2020/04%20APR/VBOT%20packet%2004%2007%2020.pdf)

Major Adjustment and Exterior Appearance/Site Plan Application

Ordinance O2013-10 (May 21, 2013) and Ordinance O2010-49 (October 19, 2010)

Street View of 420 E. Ogden Avenue from three (3) directional views

Zoning Map and Project Location

Aerial View Map of 420 E. Ogden Avenue

Birds Eye View Map of 420 E. Ogden Avenue

Definition of "Substantial Conformity" per the Zoning Code Section 12-206

VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO A  
PLANNED DEVELOPMENT AND ASSOCIATED EXTERIOR APPEARANCE AND  
SITE PLAN FOR FAÇADE AND SIGNAGE UPDATES AT 420 E. OGDEN -  
CONTINENTAL AUTOSPORTS**

**WHEREAS**, a Special Use Permit for a Planned Development and Site Plans and Exterior Appearance plans for Continental AutoSports (the "Applicant") at 420 E. Ogden Avenue (the "Subject Property") was originally approved by Ordinance O2010-49 on October 19, 2010 (the "Planned Development"); and

**WHEREAS**, the Subject Property is improved with a Ferrari auto dealership (formerly a Ferrari/Maserati dealership), and is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, on May 21, 2013, a First Major Adjustment to the Planned Development was approved by Ordinance O2013-10, providing for new ground signage; and

**WHEREAS**, said Subject Property, which was formerly a Ferrari and Maserati dealership, is now exclusively a Ferrari dealership and has removed the previously approved Maserati ground sign. The Applicant is now proposing to improve the site by replacing the previous Maserati ground sign with a Ferrari ground sign for the west end of the Subject Property. The Applicant requests the same number, color, setback, and height relief for the sign as granted in the First Major Adjustment. Plans and specifications depicting the proposed signage are attached hereto as part of Exhibit B attached hereto and made a part hereof; and

**WHEREAS**, the Applicant also proposes to change the exterior façade by changing the façade material to aluminum composite material (ACM) in metallic Ferrari grey and replacing two wall signs. The first wall sign contains Ferrari text in stainless steel with chrome finish, and the second wall sign contains the Ferrari logo. Both signs are proposed to be illuminated. The signage requires waivers for larger signage than allowed by code as well as an internally illuminated translucent background. Plans and specifications depicting the proposed façade and wall signage improvement are also included in Exhibit B; and

**WHEREAS**, replacing the removed Maserati sign with the proposed sign from Ferrari as well as the exterior façade and façade signage changes requires several waivers due to the specific design requirements, and these changes are a major adjustment to the approved final plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code; and

**WHEREAS**, the Applicant has now submitted an application for a second major adjustment to the Planned Development and approved Site Plan and Exterior Appearance Plan to allow for the proposed signs and related waivers on the Subject Property (the "Application"); and

**WHEREAS**, at the February 18, 2020 Village Board meeting, the Board of Trustees referred the Application to the Plan Commission (PC), while noting concern that the initial proposal contained larger ground signs with a height of twenty feet (20'); and

**WHEREAS**, the Applicant subsequently revised its proposal to include retention of one current ground sign, and replacement of the second sign with another of equal dimensions; and

**WHEREAS**, the Plan Commission considered the Application at a public meeting on March 11, 2020, and, after finding the proposed signs and façade improvements and related waivers to be in substantial conformity with the Planned Development, recommended approval of the second major adjustment to this President and Board of Trustees on a vote of seven (7) in favor, zero (0) opposed, and two (2) absent; and

**WHEREAS**, the Board of Trustees of the Village have duly considered the recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan for the Planned Development, in conformance with Subsection 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code.

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

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

**SECTION 2: Approval of the Second Major Adjustment to the Approved Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code, approve the second major adjustment to the previously approved final plan for the Planned Development, to allow for the proposed signs and façade improvements and related waivers as follows:

- To maintain the allowance for two (2) ground signs instead of the one (1) allowed by Code;

- To allow both Ferrari signs to have five (5) colors in lieu of the three (3) allowed by Code;
- To allow both signs to maintain the existing setback of the existing and previous sign, which would result in a front-yard setback of 8'-0" in lieu of the required 10'-0", and side-yard setbacks of 4'-0" in lieu of the 6'-0" required.
- To allow both signs to be 14'-9" in height in lieu of the 8'-0" height allowed for the first sign and the 6'-0" height allowed for the second.
- To allow the front façade to be clad in aluminum composite material (ACM).
- To allow the two wall signs to measure 4'-4 ¾" by 24'-8" and 3'-1" by 4'-11" to encompass a total area of 123.76 square feet instead of the 100 square feet allowed by code.
- To allow the two wall signs an internally illuminated translucent background.

The Planned Development, and associated site plan/exterior appearance plans are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work relative to installation of the signs. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the signs until all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Plans. All work relative to installation of the signs shall be undertaken only in strict compliance with the approved plans and specifications for the signs and facade, including those attached hereto as **Exhibit B** and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the original Ordinance and the First Major Adjustment Ordinance, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the signs and façade changes on the Subject Property. All work related to the signs and façade shall comply with all Village codes, ordinances, and regulations at all times.
- D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate

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

**SECTION 4: Violation of Condition or Code.** Any violation of any term or condition stated in this Ordinance, the Ordinance approving the Planned Development, the First Major Adjustment Ordinance, any previous amendments thereto, or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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

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



PASSED this \_\_\_\_ day of \_\_\_\_\_ 2020.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

ATTEST:

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

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

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

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

Date: \_\_\_\_\_, 2020

**EXHIBIT A**

**LOT 1 IN CONTINENTAL MOTORSPORTS, BEING A SUBDIVISION  
OF PART OF THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS**

**PIN: 09-01-212-004**

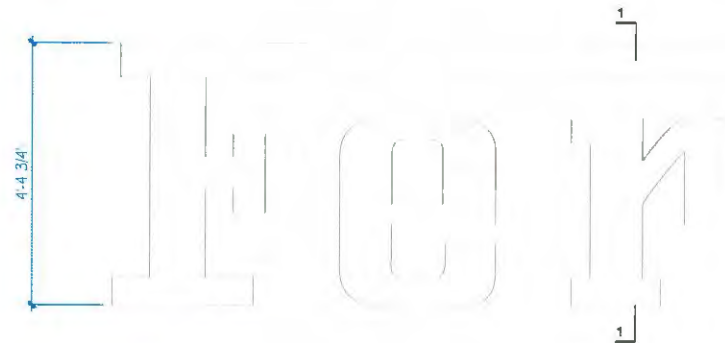
**COMMONLY KNOWN AS: 420 E. OGDEN AVENUE, HINSDALE,  
ILLINOIS**

**EXHIBIT B**

**PLANS AND SPECIFICATIONS  
(ATTACHED)**

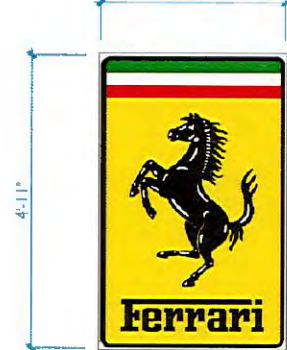


EXAMPLE VIEW AT NIGHT



FRONT ELEVATION  
SCALE 1/20

3'-0 7/8"



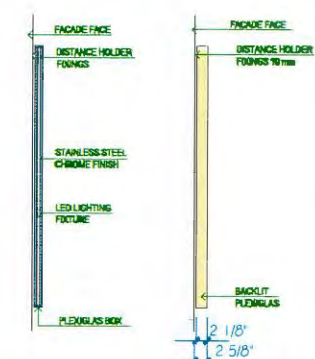
4'-11"



SECTION



SIDE ELEVATION

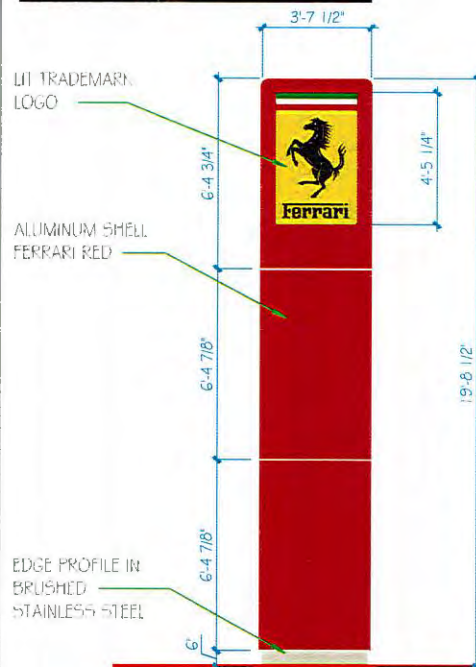


SECTION  
SCALE 1/20

SIDE ELEVATION  
SCALE 1/20



EXAMPLE VIEW AT NIGHT



LIT TRADEMARK  
LOGO

ALUMINUM SHELL  
FERRARI RED

EDGE PROFILE IN  
BRUSHED  
STAINLESS STEEL

# MONUMENT SIGN ELEVATION

SCALE: 1/4" = 1'-0"

## BUILDING SIGNAGE

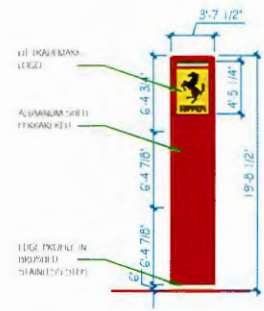
SCALE: 1/2" = 1'-0"

DATE  
01/31/20  
SHEET  
Exterior  
Signage

5012 Fairview Ave.  
Downers Grove, IL 60515  
630.789.2513  
studio21architects.com



Continental AutoSports Signage  
420 E. Ogden Avenue, Hinsdale, IL 60521



## MONUMENT SIGN ELEVATION



## NORTH ELEVATION



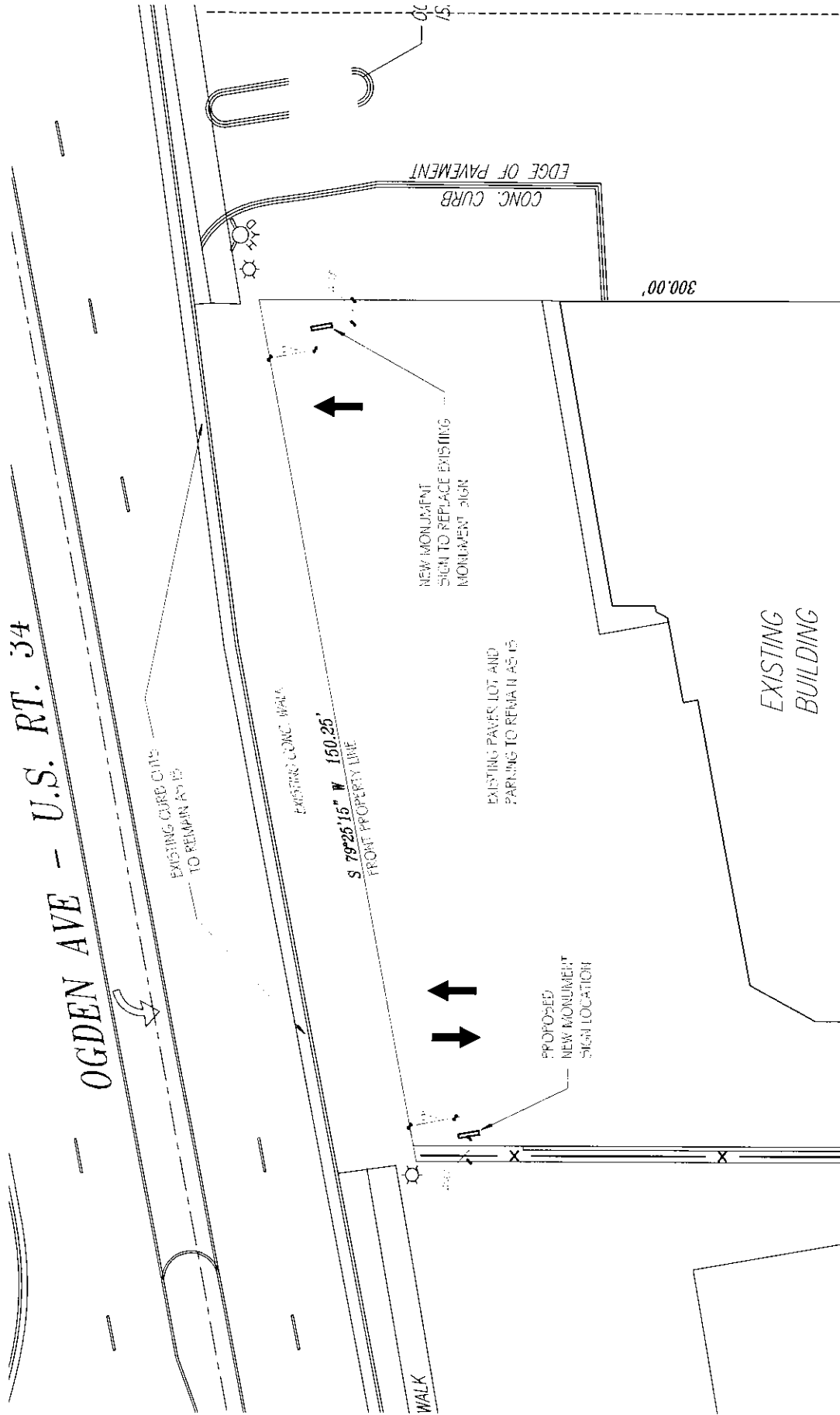


Image capture: Oct 2018 © 2020 Google United States Terms Report a problem

Google



OGDEN AVE - U.S. RT. 34



**SITE PLAN**   
 SCALE: 1/16" = 1'-0"

5012 Fairview Ave.  
 Downers Grove, IL 60515  
**studio21 architects**  
 630.789.2513  
 studio21architects.com





VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Continental AutoSports  
Address: 420 E Ogden  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (630) 655 / 3535  
E-Mail: jkw@continentalmotors.com  
Contact Name: Joel Weinberger

**Contractor**

Name: LaMantia Construction  
Address: 20 E Ogden  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (630) 663 / 9900  
E-Mail: DCapocci@LaMantia.com  
Contact Name: Doug Capocci

**ADDRESS OF SIGN LOCATION:** 420 E Ogden

**ZONING DISTRICT:** B-3 General Business District

**SIGN TYPE:** Monument Sign

**ILLUMINATION** Internally Illuminated

\*Illumination cannot exceed 50 foot-candles as defined in Section 9-106(E)(b)

**Sign Information:**

Overall Size (Square Feet): 39.71 ( 2'-9" x 14'-4" )

Overall Height from Grade: 14'-9" Ft.

Proposed Colors (Maximum of Three Colors):

- ① Red
- ② Black
- ③ Yellow

**Site Information:**

Lot/Street Frontage: 150.19'

Building/Tenant Frontage: 129'-9"

Existing Sign Information:

Business Name: Ferrari (Pylon)

Size of Sign: 39.71 Square Feet

Business Name: \_\_\_\_\_

Size of Sign: \_\_\_\_\_ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]  
Signature of Applicant

03/05/2020

Date

[Signature]  
Signature of Building Owner

03/05/20

Date

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Total square footage: \_\_\_\_\_ x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_





VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: Continental AutoSports  
Address: 420 E Ogden  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (630) 655 / 3535  
E-Mail: jkw@continentalmotors.com  
Contact Name: Joel Weinberger

**Contractor**

Name: LaMantia Construction  
Address: 20 E Ogden  
City/Zip: Hinsdale, IL 60521630  
Phone/Fax: (630) 663 / 9900  
E-Mail: DCapocci@LaMantia.com  
Contact Name: Doug Capocci

ADDRESS OF SIGN LOCATION: 420 E Ogden  
ZONING DISTRICT: B-3 General Business District  
SIGN TYPE: Wall Sign  
ILLUMINATION Back Lit

**Sign Information:**

Overall Size (Square Feet): 108.6 ( 24'-8" x 4'-4 3/4" )  
Overall Height from Grade: 18'-6" Ft.  
Proposed Colors (Maximum of Three Colors):  
① Steel Chrome  
② \_\_\_\_\_  
③ \_\_\_\_\_

**Site Information:**

Lot/Street Frontage: 150.19'  
Building/Tenant Frontage: 129'-9"  
Existing Sign Information:  
Business Name: Ferrari (Wall)  
Size of Sign: 73 Square Feet  
Business Name: \_\_\_\_\_  
Size of Sign: \_\_\_\_\_ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]  
Signature of Applicant

1/30/2020  
Date

[Signature]  
Signature of Building Owner

1/30/2020  
Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: 0 x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

<b>Applicant</b>	<b>Contractor</b>
Name: <u>Continental AutoSports</u>	Name: <u>LaMantia Construction</u>
Address: <u>420 E Ogden</u>	Address: <u>20 E Ogden</u>
City/Zip: <u>Hinsdale, IL 60521</u>	City/Zip: <u>Hinsdale, IL 60521630</u>
Phone/Fax: (630) <u>655</u> / <u>3535</u>	Phone/Fax: (630) <u>663</u> / <u>9900</u>
E-Mail: <u>jkw@continentalmotors.com</u>	E-Mail: <u>DCapocci@LaMantia.com</u>
Contact Name: <u>Joel Weinberger</u>	Contact Name: <u>Doug Capocci</u>

<b>ADDRESS OF SIGN LOCATION:</b> <u>420 E Ogden</u>
<b>ZONING DISTRICT:</b> <u>B-3 General Business District</u>
<b>SIGN TYPE:</b> <u>Wall Sign</u>
<b>ILLUMINATION</b> <u>Internally Illuminated</u>

<b>Sign Information:</b>	<b>Site Information:</b>
Overall Size (Square Feet): <u>15.16</u> ( <u>3'-1"</u> x <u>4'-11"</u> )	Lot/Street Frontage: <u>150.19'</u>
Overall Height from Grade: <u>18'-9"</u> Ft.	Building/Tenant Frontage: <u>129'-9"</u>
Proposed Colors (Maximum of Three Colors):	Existing Sign Information:
① <u>Red</u>	Business Name: <u>Ferrari Logo (Wall)</u>
② <u>Black</u>	Size of Sign: <u>15.16</u> Square Feet
③ <u>Yellow</u>	Business Name: _____
	Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.	
Signature of Applicant <u>[Signature]</u>	Date <u>1/30/2020</u>
Signature of Building Owner <u>[Signature]</u>	Date <u>1/30/2020</u>
<b>FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE</b>	
Total square footage: <u>0</u> x \$4.00 = <u>0</u> (Minimum \$75.00)	
Plan Commission Approval Date: _____ Administrative Approval Date: _____	

## HINSDALE PLAN COMMISSION

Application: Case A-04-2020 – Applicant: Continental AutoSports (Ferrari)

Request: Major Adjustment to Planned Development/Exterior Appearance/ Site Plan – 420 E. Ogden Avenue in the B-3 General Business District

DATE OF PLAN COMMISSION (PC) REVIEW: March 11, 2020

DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING: February 18, 2020 (referral to PC) / April 7, 2020 (1<sup>st</sup> Reading)

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

The project architect, Mr. Bill Styczynski of Studio21 introduced himself and reviewed the proposed front façade improvements and new ground sign. He reviewed the front façade cladding material as an aluminum composite, which is similar to the nearby Land Rover/Jaguar dealership facade. The cladding color was described as Ferrari grey and the proposed text wall sign would have a chrome finish. ((11-604(F)(1) and 11-606(E)).

A Plan Commissioner asked if the applicant has plans for another auto brand. The owner of Continental AutoSports, Mr. Joel Weinberger replied no, because Ferrari is pushing for "mono-brand" dealerships, and thus, Ferrari would be the sole brand at the subject property ((11-603(L)).

A Plan Commissioner asked if both ground signs would be identical in height. The architect confirmed yes, both ground sign heights would be 14'-9". He briefly mentioned the initial height proposed to the Village Board was 20 feet. ((11-606(E)).

The Plan Commission Chairman asked if the initial 20-foot tall ground sign was something Ferrari was pushing for. The architect responded yes, Ferrari wanted to be bold and believed the height would have been effective near the highway. ((11-604(F)(1)).

The Plan Commission Chairman reviewed that the proposed wall sign is over the Code permitted, however, the total signage area was much larger when the Maserati wall sign was approved years ago. ((11-605(E)(2)).

A Plan Commissioner asked how often do clients drive past the front entrance curb cut. Mr. Joel Weinberger replied quite often, and the issue is turning around is difficult and dangerous. The same Commissioner asked if directional signage was considered. Mr. Weinberger responded that Ferrari does not offer corporate directional signage. ((11-606(E)).

There were no public comments at the Plan Commission public meeting on March 11, 2020 ((11-604(E)).

#### II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed major adjustment exterior appearance and site plan, the Village of Hinsdale Plan Commission, on a unanimous vote of seven (7) "Ayes.", and two (2) "Absent," recommends that the President and Board of Trustees approve the application as submitted.

THE HINSDALE PLAN COMMISSION By:

Stephan L. Cadman, Chairman

Dated this 16th day of April, 2020.



VILLAGE OF HINSDALE – POLICE DEPARTMENT  
MONTHLY POLICE ACTIVITY REPORT  
MARCH 2020

POLICE ACTIVITY OVERVIEW				
	March 2020	2020 YTD	2019 Totals	2018 Totals
Total Calls For Service (CFS)*	1,052	3,508	16,254	15,924
Total Arrests*	32	89	332	271
Total Traffic Stops*	244	957	4,386	4,386
Total Traffic Violations**	279	1,074	5,275	5,257

\* Totals are reflected at the time of the report queries. Totals are also dependent on report approvals. YTD may not reflect the actual total at the time of the report query.

\*\* (Includes warnings and citations)

SELECTED OFFENSES (Based on Incident Reports)				
	March 2020	2020 YTD	2019 Totals	5 Year Average (2015-2019)
<b>Burglary</b>				
Motor Vehicles	6	23	59	46
Residential	2	7	10	12
Burglary - Other	2	2	13	11
<b>Theft</b>				
Auto Theft	1	3	15	12
Theft	8	30	152	108
<b>Other</b>				
Assault/Battery	5	13	46	47
Robbery	0	0	2	4

ARREST ACTIVITIES*	
Aggravated Assault / Battery	2
Domestic Battery	1
Driving Under the Influence	5
Failure to Reduce Speed to Avoid an Accident	1
Hit & Run	1
Identity Theft	2
No Driver's License / Suspended or Revoked Driver's License	2
Possession of Cannabis	3
Possession of Controlled Substance	2
Possession of Stolen Motor Vehicle	1
Possession of Stolen Property	4
Residential Burglary	3
Resisting or Obstructing a Police Officer	1
Theft	1
Unlawful Possession or Consumption of Alcohol by Persons Underage	2
Warrant	1
<b>TOTAL ARRESTS</b>	<b>32</b>

\* (Arrest actions include On-View Arrests, Taken into Custody, and Summoned/Cited)





VILLAGE OF HINSDALE – POLICE DEPARTMENT  
MONTHLY POLICE ACTIVITY REPORT  
MARCH 2020

CRIME MAP





10b

## MEMORANDUM

**DATE:** April 21, 2020  
**TO:** President Cauley and the Village Board of Trustees  
**CC:** Kathleen A. Gargano, Village Manager  
**FROM:** Robert McGinnis, Community Development Director/Building Commissioner *RM*  
**RE:** **Community Development Department Monthly Report-March 2020**

---

In the month of March the department issued 61 permits including 1 new single family home, 4 demolition permits, and 11 residential alterations. The department conducted 300 inspections and revenue for the month came in at just under \$175,000.

There are approximately 94 applications in house, including 11 single family homes and 17 commercial alterations. There are 28 permits ready to issue at this time, plan review turnaround is running approximately 2-3 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 32 engineering inspections were performed for the month of March by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 23 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

**COMMUNITY DEVELOPMENT MONTHLY REPORT March 2020**

<b>PERMITS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>FEEs</b>	<b>FY TO DATE</b>	<b>TOTAL LAST YEAR TO DATE</b>
New Single Family Homes	1	3			
New Multi Family Homes	0	0			
Residential Addns./Alts.	11	14			
Commercial New	0	0			
Commercial Addns./Alts.	3	4			
Miscellaneous	18	22			
Demolitions	4	3			
<b>Total Building Permits</b>	<b>37</b>	<b>46</b>	<b>\$ 151,363.00</b>	<b>\$379,013.00</b>	<b>\$253,405.00</b>
<b>Total Electrical Permits</b>	<b>11</b>	<b>22</b>	<b>\$ 8,759.00</b>	<b>\$ 20,248.00</b>	<b>\$18,086.00</b>
<b>Total Plumbing Permits</b>	<b>13</b>	<b>21</b>	<b>\$ 14,659.00</b>	<b>\$ 34,987.00</b>	<b>\$26,512.00</b>
<b>TOTALS</b>	<b>61</b>	<b>89</b>	<b>\$ 174,781.00</b>	<b>\$434,248.00</b>	<b>\$ 298,003.00</b>

<b>Citations</b>			<b>\$0</b>		
<b>Vacant Properties</b>	<b>23</b>				

<b>INSPECTIONS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>			
Bldg, Elec, HVAC	166	116			
Plumbing	52	32			
Property Maint./Site Mgmt.	48	76			
Engineering	34	34			
<b>TOTALS</b>	<b>300</b>	<b>258</b>			

**REMARKS:**