



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. 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, May 5, 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) Regular Meeting of April 21, 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 **.)*

Administration & Community Affairs (Chair Hughes)

a) Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village

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 22, 2020 to May 5, 2020, in the aggregate amount of \$1,179,004.98 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Approve DuPage County joint bid purchase of bulk winter de-icing salt to Compass Minerals America, Inc. in the amount of \$56,791 (*First Reading – April 21, 2020*)
- c) 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 (*First Reading – April 21, 2020*)
- d) 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 (*First Reading – April 21, 2020*)
- e) Approve an ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 821 South Thurlow Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois at a purchase price of \$11,000***

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*****

Environment & Public Services (Chair Byrnes)

- a) 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 (*First Reading – April 21, 2020*)
- b) 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 (*First Reading – April 21, 2020*)

9. DISCUSSION ITEMS

- a) Parking deck update
- b) Tollway update

10. DEPARTMENT AND STAFF REPORTS

- a) Fire
- b) Engineering
- c) Parks & Recreation

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 and address before commenting.

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

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations 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 MEETING
April 21, 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 21, 2020 at 7:33 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: Fire Chief John Giannelli, Finance Director Darrell Langlois, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter

**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 April 6, 2020

There being no changes to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the special meeting of April 6, 2020, as presented.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

b) **Regular Meeting of April 7, 2020**

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that during this COVID-19 pandemic, the Police, Fire, and Public Services departments are still working. Staff is still in the office, and a Plexiglas shield has been installed at the front desk. Residents are concerned with summer activities and the pool, but the Village is powerless to make decisions until the Governor decides to re-open the State. He reported on the number of diagnosed cases in Hinsdale. He reported on the financial condition of the Village, stating capital projects will be deferred as needed.

The Village is working to put together regulations to help preserve historic homes. The Plan Commission can set a date for a public hearing at their scheduled meeting of May 13; the public hearing would be held on June 10. When people ask for demolition permits, they are being informed of this situation.

Residents in the Bonnie Brae area have expressed concern regarding a flyer they have received about a proposed development east of Adams Street on Ogden Avenue. He explained the process by which any development project would be introduced, outlining Board and Plan Commission review and approvals, noting the most recent Ryan development proposal for the west side of the IBLP property. However, he assured residents that the McNaughton Group has elected to bypass any initial Board review and input, and go directly to the Plan Commission with their proposal. He explained the full Board has never weighed in on this, but that he and Trustee Stifflear would be strong no votes.

CITIZENS' PETITIONS

Mr. Rob Miller of 231 E. Third Street, addressed the Board regarding the proposed moratorium stating although he renovated his 1908 home, he believes the moratorium will hurt property values. He also doesn't believe the moratorium would hold up in the courts. He recommends that preservation projects be expedited, and redundant Board and Commission review be eliminated. He also suggested economic incentives with respect to fees and permits. President

Cauley said he agrees with the idea of incentives, and stated the point of the moratorium is to have time to think about what can be done to incentivize. As a non-home rule community, property tax relief is not possible.

FIRST READINGS – INTRODUCTION

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**

Trustee Byrnes introduced the item for the purchase of bulk salt through a joint purchasing cooperative for next year. The State of Illinois contract will be presented in October. This is below budget this year. Director of Public Services George Peluso explained the use and purchase of salt will be monitored carefully, explaining we can reduce our allotment request and scale back if we have another mild winter, but storage of the salt is no problem.

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

- 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**

Trustee Byrnes introduced the item for work on the East Chicago Avenue drainage corridor. This is a major public works project that will reduce flooding in the vicinity, separate storm and sanitary sewers, thereby reducing overflow to Veeck Park, and provide storm water retention beneath the Highland station parking lot. The tollway is paying for almost the entire project. The Village is \$115,000 short between construction and observation, but the tollway is funding \$2.1 million of the project. The shortfall can be covered with motor fuel tax funds. President Cauley confirmed the Village contribution is 5% of the total project, and the storm water vault, that is slightly larger than the Kensington vault, will be located at Highland Park.

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

Trustee Hughes asked if there is a contingency built in to the numbers. Mr. Peluso said it is not built into this bid document. Mr. Scott Creech, our consultant with HR Green, said typically on roadway projects there is not a construction contingency, but use conservative estimates on items and unit pricing. The contingency is basically built into the numbers. There are some material items that may not be used.

- 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**

Trustee Byrnes introduced the item that provides for the construction observation on the project Chicago Avenue Drainage Corridor. HR Green did the engineering design work, and has done considerable work for the Village in the past. Staff has always been pleased with their work. He noted MIP funds are available for this project.

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

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**

Trustee Byrnes introduced the item that is another major project consisting of replacing a 97 year old 12" water main. This water main runs beneath the BNSF tracks, and a break would be catastrophic to the line, and to residents to the south of the tracks. Finance Director Darrell Langlois has advised that MIP funds are available for this project, too. Phase 2 of the project will occur next year. President Cauley said he considered deferring this project, but the Village is scheduled to repave Chicago Avenue next year; there is a \$500,000 surface transportation grant tied to the paving project. The Village doesn't want to lose the grant funding.

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

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**

Trustee Byrnes introduced the item for construction observation for the Chicago Avenue water main project. Staff recommends awarding this contract to HR Green, who did the engineering for the project. This is consistent with Village practice to award the construction observation to the company that did the engineering.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

- a) Trustee Byrnes moved **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.** Trustee Stifflear 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

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 second major adjustment at Continental AutoSport. The dealership will no longer include the Maserati brand. The requested changes are exclusively for Ferrari; they are requesting two Ferrari signs each 15' high, and a

rectangular 15' square foot building sign. Exterior materials are changed to aluminum composite in metallic Ferrari grey. On March 11, the Plan Commission unanimously approved the request. The Board had no additional concerns or questions at the first reading. Trustee Stifflear moved 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 AutoSport.** Trustee Hughes 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

Assistant Village Manager/Director of Public Safety Brad Bloom reported the project is moving forward on schedule. The lower level concrete will be poured this week, as will various sidewalks.

b) Tollway update

Mr. Bloom said the tollway is setting up foundation walls north of the homes on Highland, in preparation for shoofly construction. This will take about three weeks to complete, and will be noisy, but there will be no nighttime pile driving.

DEPARTMENT AND STAFF REPORTS

a) Police

b) Community Development

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 Kathleen Gargano reported daily phone meetings with Department heads. She commented they are doing a great job, and people are filling in new roles. For example, Parks & Recreation staff is working with the Economic Development Commission, and all should be commended. She noted the installation of the Plexiglas shield at the front desk, as staff prepares to return to business when given authority by the Governor. She said the first quote for the project was very expensive, but Mr. Peluso and Roadway Supervisor Rich Roehn found a more economical means to build the barrier. She said staff is doing good work every day.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

There was no one on the phone wishing to speak, and the Clerk confirmed nothing had been received in writing for tonight's 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 21, 2020.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:17 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA
SUBJECT: Appropriations Transfer Ordinance
MEETING DATE: May 5, 2020
FROM: Darrell Langlois, Finance Director

Recommended Motion

Approve an Ordinance Authorizing Transfers of Appropriations Within Departments and Agencies of the Village.

Background

The Village of Hinsdale adopted the FY 2019 (May 1, 2019 to December 31, 2019) Appropriations Ordinance in July, 2019. The Appropriations Ordinance was based on the Village's FY 2019 Annual Performance Budget. State statutes require the Village to amend its Appropriation Ordinance to transfer funds between line item accounts in departments that have exceeded the original appropriation.

Discussion & Recommendation

The original appropriation ordinance contains hundreds of individual line item accounts. During the course of the year, some of the actual spending on particular line items may exceed that individual line item's original appropriation. The attached Ordinance simply reallocates funds within line items in each department in order to balance the line item appropriations. It should be noted that no department exceeded its annual appropriation in total and no individual funds exceeded its appropriation in total.

Budget Impact

There is no impact to the Village's budget. The original Appropriations Ordinance set the legal spending limit for the Village; this ordinance adjusts the line item appropriations to the actual spending for those accounts that exceeded its original appropriation.

Village Board and/or Committee Action

N/A

Documents Attached

1. Ordinance Authorizing Transfers of Appropriations Within Departments and Agencies of the Village

VILLAGE OF HINSDALE
ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING TRANSFERS OF APPROPRIATIONS
WITHIN DEPARTMENTS AND AGENCIES OF THE VILLAGE**

WHEREAS, Section 8-2-9 of the Illinois Municipal Code authorizes transfers, within any department or agency of the Village, of sums of money previously appropriated for one corporate object or purpose to another corporate object or purpose at any time by a two-thirds vote of the corporate authorities, provided that no such transfer reduces an appropriation below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the appropriations of the prior fiscal year and have determined that it is necessary, appropriate, and in the best interests of the Village to transfer certain funds from appropriations for certain corporate objects and purposes to other corporate objects and purposes within the same departments and agencies; and

WHEREAS, the transfer of funds authorized by this Ordinance shall not reduce an appropriation for any corporate object or purpose below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation;

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 herein as findings of the President and Board of Trustees.

Section 2. Transfer of Funds. The appropriations listed on the attached schedule, made for the fiscal year 2019 (May 1, 2019 to December 31, 2019) shall be and are hereby increased or decreased by the amounts indicated, and the funds appropriated for the corporate objects and purposes of said appropriation that are decreased shall be, and they are hereby, transferred within the same department or agency to those corporate objects and purposes that are increased, as indicated on the attached schedule.

FY 2019 (May 1, 2019 to December 31, 2019)

Corporate Fund - 10000

General Government Department - 1000

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	1,070,716	(241,537)	829,179	720,571	108,608
7002 Overtime	10,000		10,000	3,827	6,173
7003 Temporary Help	117,846		117,846	23,292	94,554
7005 Longevity Pay	1,200		1,200	1,200	0
7099 Water Fund Cost Allocation	(821,219)		(821,219)	(547,479)	(273,740)
7101 Social Security	66,105		66,105	37,781	28,324
7102 IMRF	107,297		107,297	64,073	43,224
7105 Medicare	17,397		17,397	10,441	6,956
7111 Employee Insurance	164,819		164,819	93,298	71,521
7113 IPBC surplus	0		0	(11,622)	11,622
7201 Legal Services	250,000	96,616	346,616	346,616	0
7204 Auditing	32,877		32,877	32,819	58
7294 Tollway Expenditures	50,000		50,000	13,569	36,431
7299 Misc. Professional Services	40,740	45,322	86,062	86,062	0
7309 Data Processing	135,207		135,207	75,636	59,571
7316 IT Service Contract	183,110		183,110	116,581	66,529
7399 Misc. Contractual Services	33,235		33,235	9,326	23,909
7401 Postage	16,500		16,500	8,387	8,113
7402 Utilities	3,100		3,100	2,054	1,046
7403 Telephone	15,225		15,225	12,417	2,808
7414 Legal Publications	5,500		5,500	3,089	2,411
7415 Employment Advertising	3,500		3,500	565	2,935
7419 Printing & Publications	10,150		10,150	5,128	5,022
7499 Misc. Services	4,850	550	5,400	5,400	0
7501 Office Supplies	13,900		13,900	6,199	7,701
7508 Licenses	2,550	1,961	4,511	4,511	0
7509 Janitor Supplies	0	651	651	651	0
7520 Computer Equipment Supplies	27,600	12,019	39,619	39,619	0
7530 Medical Supplies	0	535	535	535	0
7539 Software Purchases	55,400		55,400	4,185	51,215
7599 Misc. Supplies	1,700	4,072	5,772	5,772	0
7602 Office Equipment	16,052		16,052	13,348	2,704
7606 Computer Equipment	5,000	1,727	6,727	6,727	0
7701 Conferences & Staff Development	15,125		15,125	9,971	5,154
7702 Memberships & Subscriptions	24,663		24,663	20,173	4,490
7703 Employee Relations	12,600		12,600	7,207	5,393
7705 Village Training/ Tuition Reimbursement	19,633		19,633	12,127	7,506
7706 Plan Commission	500		500	0	500
7707 Historic Preservation Commission	10,000		10,000	8,341	1,659
7709 Board of Fire & Police Commissioners	40,500		40,500	25,463	15,037
7710 Economic Development Commission	90,000		90,000	57,644	32,356
7711 Zoning Board of Appeals	500		500	0	500
7725 Ceremonial Occasions	1,500		1,500	0	1,500
7735 Educational Training	1,250	623	1,873	1,873	0
7736 Personnel	920		920	876	44
7737 Mileage Reimbursement	200		200	174	26
7749 Interest Expense	0		0	0	0
7750 Bond Issuance Costs	0	70,344	70,344	70,344	0
7795 Bank & Bond Fees	62,550		62,550	46,335	16,215
7797 Contingency for Unforeseen Expenses	200,000		200,000	0	200,000
7810 IRMA Premiums	29,665		29,665	0	29,665
7812 Self-Insured Deductible	5,000	7,117	12,117	12,117	0
7899 Other Insurance	400		400	0	400
7909 Buildings	100,500		100,500	8,793	91,707
7918 General Equipment	39,500		39,500	1,900	37,600
7919 Computer Equipment	456,000		456,000	152,837	303,163
7990 Contingency for Unforeseen Expenses	0		0	0	0
Total General Government Department	2,751,363	0	2,751,363	1,630,753	1,120,610

Corporate Fund - 10000**Police Department - 1200**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	2,579,234	(175,667)	2,403,567	1,685,918	717,649
7002 Overtime	250,000	157,731	407,731	407,731	0
7003 Temporary Help	130,431		130,431	73,880	56,551
7005 Longevity Pay	8,500		8,500	6,900	1,600
7008 Reimbursable Overtime	50,000		50,000	31,435	18,565
7099 Water Fund Cost Allocation	(19,773)		(19,773)	(13,182)	(6,591)
7101 Social Security	22,445		22,445	14,020	8,425
7102 IMRF	27,866		27,866	18,146	9,720
7105 Medicare	43,568		43,568	30,337	13,231
7106 Police Pension	597,357		597,357	558,242	39,115
7111 Employee Insurance	477,718		477,718	289,872	187,846
7113 IPBC surplus	0		0	(33,775)	33,775
7299 Misc. Professional Services	7,745	685	8,430	8,430	0
7306 Building & Grounds	750		750	726	24
7307 Custodial	27,420		27,420	14,383	13,037
7308 Dispatch Service	300,354		300,354	225,265	75,089
7309 Data Processing	23,708		23,708	23,708	0
7399 Misc. Contractual Services	81,134		81,134	63,356	17,778
7401 Postage	1,000		1,000	619	381
7402 Utilities	8,200		8,200	4,928	3,272
7403 Telephone	38,000		38,000	30,503	7,497
7419 Printing & Publications	10,500		10,500	6,399	4,101
7501 Office Supplies	7,200		7,200	5,490	1,710
7503 Gasoline & Oil	41,300		41,300	34,128	7,172
7504 Uniforms	34,100		34,100	24,211	9,889
7506 Motor Vehicle Supplies	0	667	667	667	0
7507 Building Supplies	150		150	0	150
7508 Licenses	800		800	272	528
7509 Janitor Supplies	2,250		2,250	1,496	754
7514 Range Supplies	14,300		14,300	10,725	3,575
7515 Camera Supplies	400	215	615	615	0
7520 Computer Equip Supplies	500		500	82	418
7525 Emergency Management	1,250		1,250		1,250
7530 Medical Supplies	450	58	508	508	0
7539 Software Purchases	450		450	119	331
7599 Misc. Supplies	22,650	1,483	24,133	24,133	0
7601 Buildings	18,000		18,000	8,026	9,974
7602 Office Equipment	8,069		8,069	3,851	4,218
7603 Motor Vehicles	19,000		19,000	13,362	5,638
7604 Radios	1,000		1,000	331	669
7611 Parking Meters	1,500		1,500	134	1,366
7618 General Equipment	1,100	617	1,717	1,717	0
7701 Conferences & Staff Development	7,450		7,450	2,950	4,500
7702 Memberships & Subscriptions	7,980	14,211	22,191	22,191	0
7719 HSD Sewer Use Charge	300		300		300
7735 Educational Training	22,000		22,000	21,022	978
7736 Personnel	1,000		1,000	352	648
7737 Mileage Reimbursement	1,100		1,100	574	526
7810 IRMA Premiums	60,199		60,199		60,199
7812 Self-Insured Deductible	40,000		40,000	38,252	1,748
7902 Motor Vehicles	70,000		70,000		70,000
7918 General Equipment	206,000		206,000	79,598	126,402
7990 Contingency for Unforeseen Expenses	262,833		262,833		262,833
Total Police Department	5,519,488	0	5,519,488	3,742,647	1,776,841

Corporate Fund - 10000**Fire Department - 1500**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	2,408,439	(87,697)	2,320,742	1,596,340	724,402
7002 Overtime	205,000	45,300	250,300	250,300	0
7003 Temporary Help	47,110		47,110	33,336	13,774
7005 Longevity Pay	10,900	100	11,000	11,000	0
7099 Water Fund Cost Allocation	(19,773)	6,591	(13,182)	(13,182)	0
7101 Social Security	16,231		16,231	10,476	5,755
7102 IMRF	20,236		20,236	12,109	8,127

Corporate Fund - 10000**Fire Department - 1500 (cont)**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Expenses</u>	<u>Difference</u>
7105 Medicare	38,736		38,736	26,426	12,310
7107 Firefighters Pension	1,013,321		1,013,321	960,026	53,295
7111 Employee Insurance	391,551		391,551	247,635	143,916
7113 IPBC Surplus	0		0	(27,683)	27,683
7306 Building & Grounds	600		600	320	280
7307 Custodial	3,000		3,000	730	2,270
7308 Dispatch Services	234,980		234,980	176,478	58,502
7399 Misc. Contractual Services	21,420		21,420	19,735	1,685
7401 Postage	1,000		1,000	521	479
7402 Utilities	6,500		6,500	3,602	2,898
7403 Telephone	16,000		16,000	12,438	3,562
7419 Printing & Publications	900	111	1,011	1,011	0
7501 Office Supplies	4,700		4,700	2,180	2,520
7503 Gasoline & Oil	10,500		10,500	8,186	2,314
7504 Uniforms	20,500	912	21,412	21,412	0
7506 Motor Vehicle Supplies	250		250	45	205
7507 Building Supplies	6,950		6,950	5,693	1,257
7508 Licenses	800	877	1,677	1,677	0
7510 Tools	7,500		7,500	4,921	2,579
7515 Camera Supplies	200		200	0	200
7520 Computer Equipment Supplies	1,000	317	1,317	1,317	0
7525 Emergency Management	2,000		2,000	175	1,825
7530 Medical Supplies	7,550	2,001	9,551	9,551	0
7531 Fire Prevention Supplies	2,200	332	2,532	2,532	0
7532 Oxygen & Air Supplies	800		800	271	529
7533 Hazmat Supplies	4,350		4,350	827	3,523
7534 Fire Suppression Supplies	4,150		4,150	1,852	2,298
7535 Fire Inspection Supplies	375		375	266	109
7536 Infection Control Supplies	2,035		2,035	1,486	549
7537 Safety Supplies	500	158	658	658	0
7539 Software Purchases	8,000		8,000	7,547	453
7601 Buildings	14,000	1,303	15,303	15,303	0
7602 Office Equipment	4,812		4,812	2,649	2,163
7603 Motor Vehicles	45,800	2,067	47,867	47,867	0
7604 Radios	10,000		10,000	9,438	562
7606 Computer Equipment	800	956	1,756	1,756	0
7618 General Equipment	11,400		11,400	5,286	6,114
7701 Conferences & Staff Development	3,800		3,800	2,777	1,023
7702 Memberships & Subscriptions	8,910		8,910	1,194	7,716
7719 HSD Sewer Use Charge	250		250	0	250
7729 Bond Principal Repayment	0		0	0	0
7735 Educational Training	22,940		22,940	13,652	9,288
7736 Personnel	700		700	447	253
7749 Interest Expense-Loan	0		0	0	0
7810 IRMA Premiums	55,497		55,497	0	55,497
7812 Self-Insured Deductible	18,000	26,672	44,672	44,672	0
7902 Motor Vehicles	40,000		40,000	34,008	5,992
7909 Buildings	50,000		50,000	43,394	6,606
7918 General Equipment	200,000		200,000	62	199,938
7990 Contingency for Unforeseen Expenses	249,371		249,371	0	249,371
Total Fire Department	5,236,791	0	5,236,791	3,614,719	1,622,072

Corporate Fund - 10000**Public Services Department - 2200**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	1,295,034	(11,286)	1,283,748	863,069	420,679
7002 Overtime	65,000		65,000	33,805	31,195
7003 Temporary Help	54,579		54,579	10,629	43,950
7005 Longevity Pay	4,100		4,100	3,800	300
7099 Water Fund Cost Allocation	(137,077)		(137,077)	(91,385)	(45,692)
7101 Social Security	86,855		86,855	53,178	33,677
7102 IMRF	122,083		122,083	77,884	44,199
7105 Medicare	20,571		20,571	12,666	7,905
7111 Employee Insurance	231,627		231,627	147,216	84,411
7112 Unemployment Compensation	0	324	324	324	0

Corporate Fund - 10000

Public Services Department - 2200 (cont)

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7113 IPBC Surplus	0		0	(16,376)	16,376
7202 Engineering	1,000		1,000	0	1,000
7299 Other Professional Services	10,500		10,500	3,659	6,841
7301 Street Sweeping	47,589		47,589	33,688	13,901
7303 Mosquito Abatement	55,496		55,496	55,496	0
7304 D E D Removals	74,436		74,436	42,383	32,053
7306 Building & Grounds	10,000		10,000	8,155	1,845
7307 Custodial	56,882		56,882	33,805	23,077
7310 Traffic Signals	400		400	0	400
7312 Landscaping	56,381		56,381	41,888	14,493
7313 Third Party Review	55,000		55,000	30,401	24,599
7319 Tree Trimming	73,906		73,906	0	73,906
7320 Elm Tree Fungicide Program	162,603		162,603	115,700	46,903
7399 Misc. Contractual Services	82,633		82,633	36,648	45,985
7401 Postage	1,100		1,100	728	372
7402 Utilities	151,000		151,000	78,697	72,303
7403 Telephone	8,600		8,600	5,466	3,134
7405 Dumping	18,300		18,300	14,261	4,039
7409 Equipment Rental	1,300		1,300	0	1,300
7411 Holiday Decorating	10,060	44	10,104	10,104	0
7419 Printing & Publishing	875		875	109	766
7501 Office Supplies	3,325		3,325	1,364	1,961
7503 Gasoline & Oil	17,300		17,300	13,242	4,058
7504 Uniforms	13,990		13,990	8,760	5,230
7505 Chemicals	109,018		109,018	15,576	93,442
7506 Motor Vehicle Supplies	1,300		1,300	109	1,191
7507 Building Supplies	3,300		3,300	2,454	846
7508 Licenses	189		189	184	5
7509 Janitor Supplies	2,900		2,900	581	2,319
7510 Tools	15,660		15,660	11,484	4,176
7518 Laboratory Supplies	75		75	0	75
7519 Trees	107,055		107,055	99,802	7,253
7530 Medical Supplies	600	94	694	694	0
7539 Software Purchases	3,000	19	3,019	3,019	0
7599 Misc. Supplies	6,950		6,950	2,841	4,109
7601 Buildings	28,300		28,300	23,473	4,827
7602 Office Equipment	4,800		4,800	2,461	2,339
7603 Motor Vehicles	31,630		31,630	20,939	10,691
7604 Radios	1,400		1,400	0	1,400
7605 Grounds	3,256	2,765	6,021	6,021	0
7615 Streets & Alleys	28,825		28,825	20,792	8,033
7618 General Equipment	1,600	1,174	2,774	2,774	0
7619 Traffic & Street Lights	7,000		7,000	2,357	4,643
7622 Traffic & Street Signs	37,000		37,000	24,137	12,863
7699 Misc. Repairs	500		500	398	102
7701 Conferences & Staff Development	1,520		1,520	453	1,067
7702 Dues & Subscriptions	8,515		8,515	6,366	2,149
7719 HSD Sewer Use Charge	1,500		1,500	0	1,500
7735 Educational Training	5,725		5,725	2,575	3,150
7736 Personnel	1,000		1,000	119	881
7810 IRMA Premium	42,882		42,882	0	42,882
7812 Self Insurance Deductible	40,000	4,207	44,207	44,207	0
7902 Motor Vehicles	230,000		230,000	199,045	30,955
7909 Buildings	321,400		321,400	11,328	310,072
7918 General Equipment	12,500	2,659	15,159	15,159	0
7990 Contingency for Unforeseen Expenses	185,742		185,742	0	185,742
Total Public Services Department	3,900,590	0	3,900,590	2,148,712	1,751,878

Corporate Fund - 10000**Community Dev. Department - 2400**

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	588,496	(1,551)	586,945	393,762	193,183
7002 Overtime	5,000		5,000	3,090	1,910
7003 Temporary Help	90,583		90,583	43,678	46,905
7005 Longevity Pay	1,900		1,900	1,900	0
7099 Water Fund Cost Allocation	(156,660)		(156,660)	(104,440)	(52,220)
7101 Social Security	41,188		41,188	25,478	15,710
7102 IMRF	60,406		60,406	38,449	21,957
7105 Medicare	9,947		9,947	6,210	3,737
7111 Employee Insurance	104,117		104,117	68,310	35,807
7113 IPBC Surplus	0		0	(7,361)	7,361
7299 Other Professional Services	30,000		30,000	2,058	27,942
7309 Data Processing	10,500	450	10,950	10,950	0
7311 Inspectors	30,250		30,250	21,725	8,525
7313 Commercial Review	10,000		10,000	3,202	6,798
7401 Postage	3,500		3,500	2,888	612
7403 Telephone	6,500		6,500	4,181	2,319
7419 Printing & Publishing	750		750	383	367
7499 Misc. Services	7,500		7,500	6,270	1,230
7501 Office Supplies	6,250		6,250	3,425	2,825
7502 Publications	1,200		1,200	794	406
7503 Gasoline & Oil	1,700		1,700	1,263	437
7504 Uniforms	850		850	533	317
7510 Tools	300		300	134	166
7530 Medical Supplies	0	535	535	535	0
7599 Misc. Supplies	200	240	440	440	0
7602 Office Equipment	5,400		5,400	3,065	2,335
7603 Motor Vehicles	1,000		1,000	87	913
7701 Conferences & Staff Development	750	134	884	884	0
7702 Dues & Subscriptions	2,275	77	2,352	2,352	0
7735 Educational Training	2,500		2,500	0	2,500
7736 Personnel	200		200	126	74
7737 Mileage Reimbursement	100	115	215	215	0
7810 IRMA Premiums	7,492		7,492	0	7,492
7812 Self-Insured Deductible	2,500		2,500	1,200	1,300
7990 Contingency for Unforeseen Expenses	43,835		43,835	0	43,835
Total Community Development Department	920,529	0	920,529	535,786	384,743

Corporate Fund - 10000**Parks & Recreation Department - 3000**

	<u>Appropriation</u>	<u>Revised (Decrease)</u>	<u>Actual Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7001 Salaries & Wages	436,078	(18,428)	417,650	278,640	139,010
7002 Overtime	5,300	418	5,718	5,718	0
7003 Temporary Help	283,693		283,693	212,040	71,653
7005 Longevity Pay	1,000	100	1,100	1,100	0
7099 Water Fund Cost Allocation	(19,291)		(19,291)	(13,182)	(6,109)
7101 Social Security	45,016		45,016	30,538	14,478
7102 IMRF	44,352		44,352	28,131	16,221
7105 Medicare	10,528		10,528	7,142	3,386
7111 Employee Insurance	87,246		87,246	53,404	33,842
7113 IPBC Surplus	0		0	(6,161)	6,161
7302 Refuse Removal	12,500		12,500	9,540	2,960
7306 Buildings & Grounds	41,150		41,150	13,029	28,121
7307 Custodial	38,000		38,000	18,180	19,820
7309 Data Processing	15,680		15,680	14,894	786
7312 Landscaping	106,428		106,428	77,356	29,072
7314 Recreation Programs	225,250		225,250	208,678	16,572
7399 Misc. Contractual Services	19,618		19,618	9,276	10,342
7401 Postage	3,200		3,200	2,108	1,092
7402 Utilities	90,700		90,700	61,034	29,666
7403 Telephone	9,500		9,500	6,819	2,681
7406 Citizen Information	22,890		22,890	14,851	8,039
7409 Equipment Rental	6,450		6,450	5,822	628
7415 Employment Advertisements	200		200	194	6
7419 Printing & Publications	24,300		24,300	13,153	11,147
7501 Office Supplies	4,550		4,550	2,746	1,804
7503 Gasoline & Oil	7,500		7,500	5,997	1,503

Corporate Fund - 10000**Parks & Recreation Department - 3000 (cont)**

	<u>Appropriation</u>	<u>Revised (Decrease)</u>	<u>Actual Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7504 Uniforms	7,485		7,485	6,818	667
7505 Chemicals	20,350		20,350	14,362	5,988
7507 Building Supplies	3,000		3,000	1,316	1,684
7508 Licenses	3,775		3,775	0	3,775
7509 Janitorial Supplies	6,350	2,876	9,226	9,226	0
7510 Tools	1,550		1,550	17	1,533
7511 KLM Event Supplies	2,200		2,200	2,174	26
7517 Recreation Supplies	36,750		36,750	20,356	16,394
7520 Computer Equipment	0		0	0	0
7530 Medical Supplies	800		800	36	764
7537 Safety Supplies	750		750	402	348
7599 Misc. Supplies	50		50	47	3
7601 Buildings	65,250		65,250	43,189	22,061
7602 Office Equipment	3,900		3,900	1,080	2,820
7603 Motor Vehicles	1,950	545	2,495	2,495	0
7604 Radios	0	493	493	493	0
7605 Grounds	16,550	13,996	30,546	30,546	0
7617 Recreation Equipment	11,000		11,000	10,426	574
7618 General Equipment	8,640		8,640	8,198	442
7699 Misc. Repairs	150		150	0	150
7701 Conferences & Staff Development	4,900		4,900	4,637	263
7702 Memberships & Subscriptions	2,434		2,434	1,125	1,309
7708 Park & Recreation Commission	50		50	0	50
7719 Flagg Creek Sewer Charge	3,500		3,500	0	3,500
7735 Educational Training	2,665		2,665	1,711	954
7736 Personnel	510		510	0	510
7737 Mileage Reimbursement	650		650	300	350
7795 Bank & Bond Fees	11,100		11,100	8,402	2,698
7810 IRMA Premiums	25,141		25,141	0	25,141
7812 Self-Insured Deductible	5,000		5,000	0	5,000
7902 Motor Vehicles	0		0	0	0
7903 Playground Equipment	12,000		12,000	8,432	3,568
7908 Land & Grounds	666,734		666,734	403,171	263,563
7909 Buildings	65,000		65,000	56,300	8,700
7918 General Equipment	42,000		42,000	36,796	5,204
7990 Contingency for Unforeseen Expenses	127,701		127,701	0	127,701
Total Parks & Recreation Department	2,681,723	0	2,681,723	1,733,102	948,621

Motor Fuel Tax Fund - 23000

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7990 Contingency for Unforeseen Expenses	0	0	0	0	0
Total	0	0	0	0	0

Foreign Fire Insurance Fund - 25000

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7501 Office Supplies	0	2,498	2,498	2,498	0
7504 Uniforms	5,000		5,000	4,368	632
7735 Educational Training	8,000	(2,498)	5,502	3,083	2,419
7802 Officials Bonds	600		600	570	30
7918 General Equipment	48,000		48,000	25,405	22,595
7990 Contingency for Unforeseen Expenses	6,160		6,160	0	6,160
Total	67,760	0	67,760	35,924	31,836

Debt Service Funds - 32000

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7729 Bond Principal Payment	1,620,000		1,620,000	1,620,000	0
7749 Interest Expense	1,548,833		1,548,833	1,548,833	0
7795 Bank & Bond Fees	2,625		2,625	2,300	325
7990 Contingency for Unforeseen Expenses	158,573		158,573	0	158,573
Total	3,330,031	0	3,330,031	3,171,133	158,898

MIP Infrastructure Projects Fund-45300

	Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7202 Engineering	503,300		503,300	436,103	67,197
7904 Sidewalks	105,000		105,000	95,686	9,314
7906 Street Improvements	4,958,200		4,958,200	4,028,586	929,614
7911 Parking Deck	7,062,100		7,062,100	4,910,401	2,151,699
7990 Contingency for Unforeseen Expenses	631,430		631,430	0	631,430
Total	13,260,030	0	13,260,030	9,470,776	3,789,254

Water & Sewer Oper. Fund - 61061

	Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7001 Salaries & Wages	603,057	(16,676)	586,381	403,265	183,116
7002 Overtime	80,000		80,000	43,481	36,519
7005 Longevity Pay	3,700		3,700	3,700	0
7099 Water Fund Cost Allocation	1,174,275		1,174,275	782,850	391,425
7101 Social Security	42,579		42,579	27,022	15,557
7102 IMRF	60,847		60,847	39,603	21,244
7105 Medicare	9,958		9,958	6,320	3,638
7111 Employee Insurance	82,155		82,155	52,914	29,241
7112 Unemployment	0		0	(5,808)	5,808
7201 Legal Services	2,500		2,500	0	2,500
7202 Engineering	4,000		4,000	3,274	726
7299 Misc. Professional Services	11,210		11,210	4,440	6,770
7306 Buildings & Grounds	1,500		1,500	313	1,187
7307 Custodial Services	9,380		9,380	5,920	3,460
7309 Data Processing	11,100		11,100	0	11,100
7330 DWC Costs	4,360,000		4,360,000	2,694,669	1,665,331
7399 Misc. Contractual Services	110,833		110,833	71,783	39,050
7401 Postage	14,280		14,280	9,275	5,005
7402 Utilities	56,200		56,200	35,775	20,425
7403 Telephone	31,000		31,000	27,731	3,269
7405 Dumping	18,800		18,800	18,360	440
7406 Citizens Information	2,300	993	3,293	3,293	0
7419 Printing & Publishing	500		500	0	500
7499 Misc. Services	15,218		15,218	8,432	6,786
7501 Office Supplies	600		600	320	280
7503 Gasoline & Oil	9,700		9,700	8,090	1,610
7504 Uniforms	4,672		4,672	4,195	477
7505 Chemicals	7,000		7,000	2,857	4,143
7507 Building Supplies	0	75	75	75	0
7509 Janitor Supplies	675		675	426	249
7510 Tools	2,940		2,940	1,925	1,015
7518 Laboratory Supplies	350		350	228	122
7520 Computer Equipment Supplies	100		100	0	100
7530 Medical Supplies	550		550	473	77
7599 Misc. Supplies	850		850	335	515
7601 Buildings	15,380		15,380	8,365	7,015
7602 Office Equipment	450		450	0	450
7603 Motor Vehicles	7,181		7,181	2,089	5,092
7604 Radios	500		500	0	500
7608 Sewers	5,191	1,531	6,722	6,722	0
7609 Water Mains	72,259		72,259	60,795	11,464
7614 Catchbasins	4,612		4,612	2,336	2,276
7618 General Equipment	7,400		7,400	3,373	4,027
7699 Miscellaneous Repairs	1,500		1,500	1,108	392
7701 Conferences & Staff Development	1,500		1,500	205	1,295
7702 Memberships & Subscriptions	8,010		8,010	7,069	941
7713 Utility Tax	411,000		411,000	245,065	165,935
7719 HSD Sewer Use Charge	1,000	852	1,852	1,852	0
7735 Educational Training	765		765	65	700
7736 Personnel	192		192	0	192
7748 Loan Principal	184,589		184,589	173,508	11,081
7749 Interest Expense	34,011		34,011	20,319	13,692
7810 IRMA Premiums	111,478		111,478	0	111,478
7812 Self-Insured Deductibles	2,500		2,500	0	2,500
7902 Motor Vehicles	350,000		350,000	0	350,000

Water & Sewer Oper. Fund - 61061 (cont)

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7910 Water Meters	0	2,065	2,065	2,065	0
7912 Fire Hydrants	25,000		25,000	15,849	9,151
7918 General Equipment	0	11,160	11,160	11,160	0
7990 Contingency for Unforeseen Expenses	398,867		398,867	0	398,867
Total	8,376,214	0	8,376,214	4,817,481	3,558,733

Water & Sewer Capital Fund - 61062

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7905 Sewers	2,625,000		2,625,000	2,319,894	305,106
7907 Water Mains	1,206,500		1,206,500	897,686	308,814
7990 Contingency for Unforeseen Expenses	191,575		191,575	0	191,575
Total	4,023,075	0	4,023,075	3,217,580	805,495

Water & Sewer Debt Service Funds - 61064 & 61065

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7729 Bond Principal Payment	600,000		600,000	600,000	0
7749 Interest Expense	62,738		62,738	40,869	21,869
7795 Bank & Bond Fees	875		875	383	492
7990 Contingency for Unforeseen Expenses	33,181		33,181	0	33,181
Total	696,794	0	696,794	641,252	55,542

Police Pension Fund - 71100

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7011 Pension Payments	1,979,126	(24,035)	1,955,091	1,335,291	619,800
7012 Disability Payments	122,223		122,223	81,347	40,876
7013 Pension Refunds	0	23,562	23,562	23,562	0
7201 Legal Expenses	10,000		10,000	4,131	5,869
7299 Misc. Professional Services	158,200		158,200	105,002	53,198
7702 Memberships & Subscriptions	795		795	530	265
7735 Educational Training	3,500	473	3,973	3,973	0
7795 Bank & Bond Fees	1,000		1,000	0	1,000
7799 Miscellaneous Expenses	6,025		6,025	7	6,018
7990 Contingency for Unforeseen Expenses	228,087		228,087	0	228,087
Total	2,508,956	0	2,508,956	1,553,843	955,113

Firefighters' Pension Fund - 71200

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7011 Pension Payments	1,523,620	(5,771)	1,517,849	1,105,522	412,327
7012 Disability Payments	282,311		282,311	55,095	227,216
7013 Pension Refunds	0	5,771	5,771	5,771	0
7201 Legal Expenses	10,000		10,000	6,978	3,022
7299 Misc. Professional Services	61,150		61,150	46,194	14,956
7702 Memberships & Subscriptions	795		795	530	265
7735 Educational Training	2,500		2,500	2,261	239
7795 Bank & Bond Fees	1,000		1,000	0	1,000
7990 Contingency for Unforeseen Expenses	188,138		188,138	0	188,138
Total	2,069,514	0	2,069,514	1,222,351	847,163

Library Capital Projects Fund - 95000

	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
7909 Buildings	145,000		145,000	29,757	115,243
7990 Contingency for Unforeseen Expenses	100,000		100,000	0	100,000
Total	245,000	0	245,000	29,757	215,243

Library Operations Fund - 99000		Appropriation	Increase/ (Decrease)	Revised Appropriation	Actual Expenses	Difference
7001	Salaries & Wages	1,485,885	(384)	1,485,501	926,845	558,656
7002	Overtime	400		400	0	400
7003	Temporary Help	2,000		2,000	0	2,000
7101	Social Security Expense	92,868		92,868	55,929	36,939
7102	IMRF	143,500		143,500	63,977	79,523
7105	Medicare Expense	21,545		21,545	13,080	8,465
7111	Employee Insurance	170,000		170,000	84,848	85,152
7114	Conferences & Staff Development	25,000		25,000	11,513	13,487
7115	Staff Recognition	3,000		3,000	1,631	1,369
7121	Marketing-Printing	36,000		36,000	21,246	14,754
7125	Library Programs - Youth	22,000		22,000	17,531	4,469
7126	Library Programs - Adult	8,000		8,000	6,185	1,815
7127	Books - Youth & YA	66,000		66,000	39,335	26,665
7128	Adult Materials - Books/Audio/Video	181,000		181,000	121,423	59,577
7130	Periodicals	17,000		17,000	14,850	2,150
7134	E-Books	58,000		58,000	35,771	22,229
7135	Technical Services - Cards/Bindery	15,000		15,000	5,827	9,173
7144	Software Purchases	32,000		32,000	10,829	21,171
7146	Computer Support - Maintenance	76,000		76,000	54,585	21,415
7161	Custodial	30,000		30,000	21,070	8,930
7163	Utilities	13,000		13,000	8,000	5,000
7165	Janitorial - Maintenance Supplies	6,000		6,000	4,056	1,944
7167	Maintenance Contracts	7,500		7,500	6,082	1,418
7169	Misc. Repairs - Improvements	37,000		37,000	16,151	20,849
7181	Legal Expenses	5,500		5,500	661	4,839
7182	Planning Services	5,000		5,000	0	5,000
7183	Misc. Contractual Services	14,000		14,000	7,483	6,517
7184	Postage	1,000	35	1,035	1,035	0
7185	Telephone	7,000		7,000	4,341	2,659
7186	Accounting	60,000		60,000	24,946	35,054
7187	Misc. Services	1,400		1,400	1,339	61
7188	Office Supplies	12,000		12,000	7,023	4,977
7189	Copier Supplies	1,300		1,300	1,044	256
7191	Office Equip Maintenance	2,750	171	2,921	2,921	0
7192	Memberships & Subscriptions	3,000		3,000	1,406	1,594
7193	Special - Ceremonial Events	5,000		5,000	4,516	484
7194	HPL Foundation	0		0	0	0
7195	Helen O'Neill Scholarship	500		500	500	0
7196	Library Development	0		0	0	0
7197	Friends Pledges Exp	50,000		50,000	4,242	45,758
7198	Grant Expenses	0		0	0	0
7199	Misc Expense	1,000		1,000	0	1,000
7295	Myrtle Bequest	20,000		20,000	1,715	18,285
7297	Donations Expenses	50,000		50,000	139	49,861
7298	Foundation Expenses	15,000		15,000	2,304	12,696
7729	Principal	0		0	0	0
7736	Personnel Expenses	0	178	178	178	0
7795	Credit Card/Bank Fees	600		600	289	311
7803	Liability Insurance	0		0	0	0
7810	IRMA Premiums	36,200		36,200	0	36,200
7812	IRMA Deductible	10,000		10,000	0	10,000
7909	Buildings	5,000		5,000	2,683	2,317
9032	Transfer-Debt Service	241,112		241,112	0	241,112
9095	Transfer-Capital Reserve	145,000		145,000	0	145,000
7900	Contingency for Unforeseen Expenses	324,106		324,106	0	324,106
Total		3,565,166	0	3,565,166	1,609,529	1,955,637

<u>All Funds Summary</u>	<u>Appropriation</u>	<u>Increase/ (Decrease)</u>	<u>Revised Appropriation</u>	<u>Actual Expenses</u>	<u>Difference</u>
Corporate Fund - 10000					
Departments - 1000 thru 4000	21,010,484	-	21,010,484	13,405,719	7,604,765
Motor Fuel Tax Fund - 23000	0	-	0	0	0
Foreign Fire Insurance Fund - 25000	67,760	-	67,760	35,924	31,836
Debt Service Funds - 37000	3,330,031	-	3,330,031	3,171,133	158,898
MIP Infrastructure Project Fund - 45300	13,260,030	-	13,260,030	9,470,776	3,789,254
Water & Sewer Operations Fund - 61061	8,376,214	-	8,376,214	4,817,481	3,558,733
Water & Sewer Capital Fund - 61062	4,023,075	-	4,023,075	3,217,580	805,495
Water & Sewer Debt Service Fund - 61063	696,794	-	696,794	641,252	55,542
Police Pension Fund - 71100	2,508,956	-	2,508,956	1,553,843	955,113
Firefighters' Pension Fund - 71200	2,069,514	-	2,069,514	1,222,351	847,163
Library Funds - 95000 & 99000	3,810,166	-	3,810,166	1,639,286	2,170,880
Total All Funds	59,153,024	0	59,153,024	39,175,345	19,977,679

Section 3. Effective Date. This Ordinance shall be in full force and effective from and after its passage and approval of two-thirds of the corporate authorities, and ten days after its publication in pamphlet form in the manner provided by law.

PASSED this 19th day of May, 2020

AYES:

NAYS:

ABSENT:

APPROVED this 19th day of May, 2020.

Village President

ATTEST:

Village Clerk

**REQUEST FOR BOARD ACTION**
Finance

AGENDA SECTION: Consent – ACA

SUBJECT: Accounts Payable-Warrant #1719

MEETING DATE: May 5, 2020

FROM: Darrell Langlois, Finance Director *gjl*

Recommended Motion

Approve payment of the accounts payable for the period of April 22, 2020 through May 5, 2020 in the aggregate amount of \$1,179,004.98 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 #1719 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 #1719

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1719

FOR PERIOD April 22, 2020 through May 5, 2020

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,179,004.98 reviewed and approved by the below named officials.

APPROVED BY  DATE 4/30/20
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1719
Summary By Fund

Account By Fund	Fund	Receivable Checks	Accounts Payable Transfers	Total
General Fund	100	162,825.35	171,570.92	334,396.27
Capital Project Fund	400	518,991.51	-	518,991.51
Water & Sewer Operations	600	8,554.25	-	8,554.25
Water & Sewer Capital	620	87,646.19	-	87,646.19
W/S 2014 Bond Fund	632	475.00	-	475.00
Escrow Funds	720	23,740.00	-	23,740.00
Payroll Revolving Fund	740	6,689.77	198,511.99	205,201.76
Total		808,922.07	370,082.91	1,179,004.98

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1719

	Date	Description	Amount
Electronic Federal Tax Payment Systems	5/1/2020	Village Payroll #9 - Calendar 2020 FWH/FICA/Medicare	\$ 87,883.24
Illinois Department of Revenue	5/1/2020	Village Payroll #9 - Calendar 2020 State Tax Withholding	\$ 18,290.49
ICMA - 457 Plans	5/1/2020	Village Payroll #9 - Calendar 2020 Employee Withholding	\$ 17,506.47
HSA PLAN CONTRIBUTION	5/1/2020	Village Payroll #9 - Calendar 2020 Employer/Employee Withholding	\$ 1,185.94
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 171,570.92
Illinois Municipal Retirement Fund		Employer/Employee	\$ 73,645.85
Total Bank Wire Transfers and ACH Payments			<u>\$ 370,082.91</u>

ipbc-general	171,570.92
payroll	<u>198,511.99</u>
	370,082.91



Warrant Register 1719

Invoice	Description	Invoice/Amount
AKRYLIX LLC		
37116	SNEEZE GUARD FRONT COUNTER	4,020.00
	Check Date 4/23/2020 Total For Check # 105786	4,020.00
VANNORSDEL, DAVID		
MAR-20	CONSULTING 3/1-3/27/20	8,000.00
	Check Date 4/23/2020 Total For Check # 105787	8,000.00
AT & T		
63032338639258	VEECK PARK-WP 4-13/5-12-20	321.38
	Check Date 4/23/2020 Total For Check # 105788	321.38
COMCAST		
8771201110009242	POLICE/FD 4/16 TO 5/15	69.78
8771201110009242	POLICE/FD 4/16 TO 5/15	69.77
	Check Date 4/23/2020 Total For Check # 105789	139.55
AIR ONE EQUIPMENT		
155697	ANNUAL PREV MAINT ON SCBA	894.00
155696	QTRLY TESTING 5 GAS METERS	200.00
155624	SEARCH ROPE & CARABINERS	547.00
	Check Date 4/29/2020 Total For Check # 105790	1,641.00
AMALGAMATED BK OF CHICAGO		
TRUST #1855421007	ADMIN FEE SERIES 2014A BOND	475.00
	Check Date 4/29/2020 Total For Check # 105791	475.00
AMERICAN EXPRESS		
8-03003-041020	MARCH MISC CHARGES	49.95
8-03003-041020	MARCH MISC CHARGES	0.99
8-03003-041020	MARCH MISC CHARGES	35.00
8-03003-041020	MARCH MISC CHARGES	-8.42
	Check Date 4/29/2020 Total For Check # 105792	77.52
ANDRES MEDICAL BILLING LT		
248815	MARCH COLLECTIONS	2,159.44
	Check Date 4/29/2020 Total For Check # 105793	2,159.44
AVOLIN, LLC		
5835853533130175	GOMEMBERS MAIN-MAY	7,033.78
5835853533130175	GOMEMBERS MAIN-MAY	-14.24
583585353287279	GOMEMBERS-S KARALL	100.00
	Check Date 4/29/2020 Total For Check # 105794	7,119.54



Warrant Register 1719

Invoice	Description	Invoice/Amount
AXON ENTERPRISES, INC		
SI-1648924	BATTERY BACK FOR TASER	204.00
	Check Date 4/29/2020 Total For Check # 105795	204.00
BALTIC NETWORKS USA		
1000194177	EQUIPMENT FOR VIDEO PROJECT-PD	8,546.06
	Check Date 4/29/2020 Total For Check # 105796	8,546.06
BURKE LLC		
PAY #3	N MADISON DRAINAGE IMPROVEMENTS	87,646.19
	Check Date 4/29/2020 Total For Check # 105797	87,646.19
CALL ONE		
231727	PHONE CHARGES-APR20	1,009.39
231727	PHONE CHARGES-APR20	3,239.28
231727	PHONE CHARGES-APR20	205.34
231727	PHONE CHARGES-APR20	126.74
231727	PHONE CHARGES-APR20	235.48
231727	PHONE CHARGES-APR20	126.30
	Check Date 4/29/2020 Total For Check # 105798	4,942.53
CCP INDUSTRIES INC		
IN02505506	LATEX GLOVES	138.22
IN02505349	LATEX GLOVES	136.22
IN02512423	LATEX GLOVES	265.40
	Check Date 4/29/2020 Total For Check # 105799	539.84
CDW-GOVERNMENT INC.		
WMV6638	REMOTE LAPTOPS	1,790.79
XNN5769	MONITORS WITH CAMERA/REMOTE	606.69
XHB4497	REPLACEMENT COMPUTER	2,090.88
WLH5932	SCANNERS FOR MUNIS	1,011.00
	Check Date 4/29/2020 Total For Check # 105800	5,499.36
CINTAS CORPORATION 769		
4048122848	MATS & TOWELS	22.85
4048122848	MATS & TOWELS	27.42
4048122848	MATS & TOWELS	21.39
4048122848	MATS & TOWELS	12.15
4048122848	MATS & TOWELS	46.07
4048122848	MATS & TOWELS	42.97
	Check Date 4/29/2020 Total For Check # 105801	172.85

VOID 105802



Warrant Register 1719

Invoice	Description	Invoice/Amount
CLARENDON HILLS PARK DIST		
201004S	MANNERS ACADEMY WS20	190.00
	Check Date 4/29/2020 Total For Check # 105803	190.00
COMED		
0015093062	57TH STREET	313.60
0203017056	WARMING HOUSE/PADDLE HUT	366.57
0203065105	CHESTNUT PARKING	35.89
0381057101	CLOCK TOWER	25.23
0395122068	STREET LIGHTS	49.38
0417073048	314 SYMONDS DR	364.68
0471095066	FOUNTAIN	37.83
0499147045	BURLINGTON PARK	28.13
0639032045	ROBBINS PARK	19.74
0697168013	STREET LIGHTS	31.64
0825110049	PD CAMERA-440 E OGDEN	29.68
1107024145	LANDSCAPE LIGHTS 650	26.53
1993023010	RADIO EQUIPMENT FD	154.06
2378029015	WASHINGTON	37.49
2425068008	VEECK PARK	315.71
3454039030	VEECK PARK-WP	814.45
7011157008	NS CBQ RR	28.73
7011378007	PIERCE PARK	103.23
7011481018	WALNUT STREET	26.08
7093551008	KLM LODGE	833.95
7093551008	KLM LODGE	208.49
8521083007	ROBBINS PARK	571.83
8521342001	TRAIN STATION	629.39
8605174005	BROOK PARK	324.59
8605437007	POOL	464.82
8689206002	ELEANOR PARK	72.78
	Check Date 4/29/2020 Total For Check # 105804	5,914.50
COMED		
8689480008	STOUGH PARK	38.80
8689640004	BURNS FIELD	21.48
6583006139	BURLINGTON PARK	25.23
	Check Date 4/29/2020 Total For Check # 105805	85.51



Warrant Register 1719

Invoice	Description	Invoice/Amount
COMMERCIAL COFFEE SERVICE		
157783	COFFEE SUPPLIES	159.15
	Check Date 4/29/2020 Total For Check # 105806	159.15
COMMUNICATIONS DIRECT		
120185	RADIO INSTALL STAFF CAR	574.96
120184	RADIO INSTALL MEDIC #84	462.59
	Check Date 4/29/2020 Total For Check # 105807	1,037.55
CONSTELLATION NEWENERGY		
17047528201	53 VILLAGE PL-2/18-3/19/20	489.20
2877998	GAS BILLS MARCH 2020	406.90
2877998	GAS BILLS MARCH 2020	406.89
2877998	GAS BILLS MARCH 2020	981.76
2877998	GAS BILLS MARCH 2020	884.37
2877998	GAS BILLS MARCH 2020	288.40
2877998	GAS BILLS MARCH 2020	833.22
	Check Date 4/29/2020 Total For Check # 105808	4,290.74
DAILY HERALD PADDOCK PUB		
45549	BID NOTICE-DRAINAGE IMPROV	108.10
45744	BID NOTICE-ST MAINT PROJ	112.70
	Check Date 4/29/2020 Total For Check # 105809	220.80
DUMEG		
030920	2021 FAIR SHARE CONTRIBUTIONS	13,000.00
	Check Date 4/29/2020 Total For Check # 105810	13,000.00
EMERGENCY MEDICAL PROD		
2149852	EMS MEDICAL EQUIP BAG	290.00
	Check Date 4/29/2020 Total For Check # 105811	290.00
FACTORY MOTOR PARTS CO		
50-2810037	REAR WHEEL BEARING #825	712.58
	Check Date 4/29/2020 Total For Check # 105812	712.58
GOVTEMPS USA, LLC		
3506680	CONSULTING WK-CASTELLANOS	826.00
3506679	CONSULTING MCLAUGHIN 3/29, 4/5	4,124.96
	Check Date 4/29/2020 Total For Check # 105813	4,950.96
GRAINGER, INC.		
9361204895	REPAIR PARKS TOLIETS	143.22
9463573460	HOSE REEL	87.02



Warrant Register 1719

Invoice	Description	Invoice/Amount
9371683328	AIR PRESSURE GAUGE	21.06
	Check Date 4/29/2020 Total For Check # 105814	251.30
H2O SERVICES, INC.		
4543	BOILER TEST KIT VH	16.40
	Check Date 4/29/2020 Total For Check # 105815	16.40
HOLECEK, ART		
040820	UNIFORM ALLOW	650.00
	Check Date 4/29/2020 Total For Check # 105816	650.00
HOME DEPOT CREDIT SERVICE		
APRIL2020	MISC HARDWARE	73.96
APRIL2020	MISC HARDWARE	36.21
APRIL2020	MISC HARDWARE	12.30
APRIL2020	MISC HARDWARE	51.90
APRIL2020	MISC HARDWARE	236.34
APRIL2020	MISC HARDWARE	20.17
	Check Date 4/29/2020 Total For Check # 105817	430.88
HR GREEN INC		
134209	20219 E CHGO DRAINAGE	16,182.05
	Check Date 4/29/2020 Total For Check # 105818	16,182.05
ILLINOIS SHOTOKAN KARATE		
804	KARATE	1,961.44
	Check Date 4/29/2020 Total For Check # 105819	1,961.44
INDUSTRIAL ELECTRIC SUPPLY		
6393	WIRE PD CAMERAS & SHED LIGHT PARTS	52.50
6393	WIRE PD CAMERAS & SHED LIGHT PARTS	42.50
6413	PD CAMERAS	22.40
6407	VH LIGHT REPLACEMENT	108.00
	Check Date 4/29/2020 Total For Check # 105820	225.40
INTERNATIONAL EXTERMINATO		
04-1158	PEST CONTROL	273.00
	Check Date 4/29/2020 Total For Check # 105821	273.00
JAMES J BENES & ASSOC INC		
PAYMENT 11	FY 19-20 3RD PARTY REVIEWS	4,200.00
	Check Date 4/29/2020 Total For Check # 105822	4,200.00



Warrant Register 1719

Invoice	Description	Invoice/Amount
KLEIN, THORPE, JENKINS LTD		
209621-209630	LEGAL FEES THRU 3/31/20	23,842.99
	Check Date 4/29/2020 Total For Check # 105823	23,842.99
LAKE COUNTY CORP-WI		
0184624	REPLACEMENT PARK SIGN	136.39
	Check Date 4/29/2020 Total For Check # 105824	136.39
MACQUEEN EQUIPMENT LLC		
PO1398	FIELD SERVICE PUMP	194.98
	Check Date 4/29/2020 Total For Check # 105825	194.98
MANGANIELLO, JIM		
APRIL2020	METER READS APRIL 2020	67.50
	Check Date 4/29/2020 Total For Check # 105826	67.50
MCELROY, TIM		
042220	PETTY CASH	6.85
042220	PETTY CASH	83.46
042220	PETTY CASH	5.94
042220	PETTY CASH	20.00
042220	PETTY CASH	23.50
042220	PETTY CASH	12.87
042220	PETTY CASH	3.63
042220	PETTY CASH	12.64
042220	PETTY CASH	58.55
042220	PETTY CASH	20.00
042220	PETTY CASH	13.25
042220	PETTY CASH	20.00
042220	PETTY CASH	27.60
042220	PETTY CASH	10.65
042220	PETTY CASH	4.25
042220	PETTY CASH	4.25
	Check Date 4/29/2020 Total For Check # 105827	327.44
MENARDS		
45776	CLEANING SUPPLIES	29.94
	Check Date 4/29/2020 Total For Check # 105828	29.94
MICRO CENTER A/R		
4984545	USB FLASH DRIVES	163.87
	Check Date 4/29/2020 Total For Check # 105829	163.87



Warrant Register 1719

Invoice	Description	Invoice/Amount
MIDCO		
343167	REPAIR BASEMENT DOOR	240.00
	Check Date 4/29/2020 Total For Check # 105830	240.00
MIDWEST TIME RECORDER		
172597	MAR TIME CLOCK FEE	111.60
	Check Date 4/29/2020 Total For Check # 105831	111.60
MOTOROLA SOLUTIONS		
1036552380	QUOTE #1127652 COUNTY BID PRICING	5,712.47
16097452	QUOTE #1127652 COUNTY BID PRICING	162.20
	Check Date 4/29/2020 Total For Check # 105832	5,874.67
NAPA AUTO PARTS		
4343-654716	OIL & BELT #96	42.55
4343-655984	TRAILER TESTER T40 TORK SOCKETS	75.08
	Check Date 4/29/2020 Total For Check # 105833	117.63
NELS J JOHNSON TREE EXPT		
132205	TREE PRUNING PER CONTRACT	1,395.00
131892	TREE PRUNING PER CONTRACT	1,817.30
	Check Date 4/29/2020 Total For Check # 105834	3,212.30
NICOR GAS		
13270110003	350 N VINE 3/17-4/17/20	233.42
90077900000	YOUTH CENTER 3/17-4/17/20	191.85
	Check Date 4/29/2020 Total For Check # 105835	425.27
NORTH EAST MULTI-REGIONAL		
271961	MEMBERSHIP FEES	2,850.00
	Check Date 4/29/2020 Total For Check # 105836	2,850.00
NUCO2 INC		
62757100	CHEMICALS	100.63
	Check Date 4/29/2020 Total For Check # 105837	100.63
ALLEN, JEFFREY		
211436	CLASS CANCEL	131.25
	Check Date 4/29/2020 Total For Check # 105838	131.25
BICKHAM, ARIEL		
24592	KLM SECURITY DEP-EN190907 #24592	500.00
	Check Date 4/29/2020 Total For Check # 105839	500.00

**Warrant Register 1719**

Invoice	Description	Invoice/Amount
CURRAN, JAMES DREW		
25645	CONT BD-438 PHILLIPPA #25645	500.00
	Check Date 4/29/2020 Total For Check # 105840	500.00
JANTZE, KIRSTEN		
26696	KLM SECURITY DEP-EN200419 #26696	250.00
	Check Date 4/29/2020 Total For Check # 105841	250.00
KAZIMIERZ LEJA		
25015	CONT BD-104 COLUMBIA #25015	500.00
	Check Date 4/29/2020 Total For Check # 105842	500.00
KROBER, KATHLEEN		
26679	KLM SECURITY DEP-EN200726 #26679	500.00
	Check Date 4/29/2020 Total For Check # 105843	500.00
MICHUDA CONSTRUCTION		
25481	CONT BD-5601 S COUNTY LINE #25481	10,000.00
	Check Date 4/29/2020 Total For Check # 105844	10,000.00
NESTER, MEGHAN		
26686	KLM SECURITY DEP-EN200328 #26686	250.00
26686	KLM SECURITY DEP-EN200328 #26686	775.00
	Check Date 4/29/2020 Total For Check # 105845	1,025.00
RADZISZEWSKI, ROBERT		
3108753	REFUND CREDIT OVERPAID	692.22
	Check Date 4/29/2020 Total For Check # 105846	692.22
RIMBOS, CHRIS		
0906517	OVERPAID FINAL	31.65
	Check Date 4/29/2020 Total For Check # 105847	31.65
SMALL, RYAN		
25460	CONT BD-205 W 9TH #25460	500.00
	Check Date 4/29/2020 Total For Check # 105848	500.00
VMC BUILDERS		
24267	STMWR BD-851 S COUNTY LN #24267	12,240.00
	Check Date 4/29/2020 Total For Check # 105849	12,240.00
ORBIS SOLUTIONS		
5569801	IT EMERG REPAIRS	525.00
5569719	EMERG IT REPAIR	1,012.50
5570078	EMERG IT REPAIR	862.50
5570107	IT SUPPORT BROADCAST EQUIP	637.50


Warrant Register 1719

Invoice	Description	Invoice/Amount
	Check Date 4/29/2020 Total For Check # 105850	3,037.50
POMPS TIRE SERVICE, INC.		
470069358	REPLACE ENG #84 FRONT TIRE	958.00
	Check Date 4/29/2020 Total For Check # 105851	958.00
PREMIER OCCUPATIONAL HLTH		
85703	PHYSICAL EXAM	80.00
	Check Date 4/29/2020 Total For Check # 105852	80.00
QUADIENT INC		
57522840	METER RENTAL & MAINT	111.88
57522840	METER RENTAL & MAINT	199.22
	Check Date 4/29/2020 Total For Check # 105853	311.10
RAY O'HERRON CO INC		
2022284-IN	UNIFORM ALLOW	88.00
	Check Date 4/29/2020 Total For Check # 105854	88.00
RESTORE RESTORATION INC		
SI-12854	CLEANING & SANITIZING PD	2,000.00
	Check Date 4/29/2020 Total For Check # 105855	2,000.00
RUSH TRUCK CTR-SPRINGFIEL		
3018414444	RADIATOR HOSE/CLAMPS	107.47
	Check Date 4/29/2020 Total For Check # 105856	107.47
SOIL AND MATERIAL CONSULT		
45186	QA/QC MATERIALS TESTING DECK	902.50
	Check Date 4/29/2020 Total For Check # 105857	902.50
SUBURBAN DOOR CHECK		
IN525224	KEY FOR PARKS	9.90
	Check Date 4/29/2020 Total For Check # 105858	9.90
SUBURBAN LABORATORIES, IN		
174161	IEPA WELL SAMPLES	277.00
	Check Date 4/29/2020 Total For Check # 105859	277.00
TELCOM INNOVATIONS GROUP		
A55033	REMOTE CALL IN	32.50
A55183	REMOTE SUPPORT	65.00
	Check Date 4/29/2020 Total For Check # 105860	97.50
THE LIFEGUARD STORE		
INV977592	UNIFORMS	300.00
	Check Date 4/29/2020 Total For Check # 105861	300.00



Warrant Register 1719

Invoice	Description	Invoice/Amount
THIRD MILLENIUM		
24682	UTILITY BILLING 4/3/20	1,053.95
	Check Date 4/29/2020 Total For Check # 105862	1,053.95
THOMSON REUTERS WEST		
842075292	MAR CLEAR CHARGES	201.75
	Check Date 4/29/2020 Total For Check # 105863	201.75
TRAFFIC CONTROL & PROTECT		
103580	12" ROUND POLE CAPS	636.00
	Check Date 4/29/2020 Total For Check # 105864	636.00
TRAFFIC CONTROL CORP		
117944	REPLACE LED FOR TRAF LOGIX RADAR	549.43
	Check Date 4/29/2020 Total For Check # 105865	549.43
TRAFFIC LOGIX CORP		
SIN07322	SOLAR CHARGER WIRE ASSEMBLY	176.92
	Check Date 4/29/2020 Total For Check # 105866	176.92
TRAFFIC SERVICES INC		
87003	GAUGE TELSPAR ANCHORS	2,925.00
87004	SIGNS	6,087.50
	Check Date 4/29/2020 Total For Check # 105867	9,012.50
TRESSLER, LLP		
416326	PROF FEES THRU 3/31	1,500.00
416327	PROF FEES THRU 3/31/20	398.00
416328	PROF FEES THRU 3/31/20	792.00
	Check Date 4/29/2020 Total For Check # 105868	2,690.00
UNITED STATES POSTAL SVC		
77997582-APR20	MAIL MACHINE POSTAGE-APR	3,000.00
	Check Date 4/29/2020 Total For Check # 105869	3,000.00
VILLAGE TRUE VALUE HDWE		
229438	MISC POOL	21.02
	Check Date 4/29/2020 Total For Check # 105870	21.02
VIRTUAL COMPUTING SYSTEMS INC		
40302-04	STORAGE AREA NETWORK PROJECT	19,730.00
	Check Date 4/29/2020 Total For Check # 105871	19,730.00
VULCAN CONST MATERIALS LL		
32262979	CA-6 STONE	796.18
	Check Date 4/29/2020 Total For Check # 105872	796.18



Warrant Register 1719

Invoice	Description	Invoice/Amount
WAREHOUSE DIRECT INC		
4622289-0	SPRAY APPLICATOR	117.00
4627838-0	OFFICE SUPPLIES	22.77
4625098-1	OFFICE SUPPLIES	117.76
4625098-0	OFFICE SUPPLIES	599.80
4625098-0	OFFICE SUPPLIES	98.72
4630294-0	OFFICE SUPPLIES	116.82
4644457-0	JANITORIAL SUPPLIES	265.22
Check Date 4/29/2020 Total For Check # 105873		1,338.09
WARRIOR FIRE EQUIPMENT		
20-004	SCBA FRONT TAGS	280.00
Check Date 4/29/2020 Total For Check # 105874		280.00
WILLOWBROOK FORD INC		
5145079	REAR BRAKE SHIELDS #825	13.19
6322434/1	#40 DIAGNOSE & INSPECT	135.00
6322632/1	#25 DIAGNOSE & INSPECT	287.51
Check Date 4/29/2020 Total For Check # 105875		435.70
CITI CARDS		
031720	MISC COMPUTER SUPPLIES	156.98
031720	MISC COMPUTER SUPPLIES	978.68
031720	MISC COMPUTER SUPPLIES	-12.68
Check Date 5/5/2020 Total For Check # 105876		1,122.98
WIGHT CONSTRUCTION		
PAYMENT 17	PARKING DECK PAY #17	501,906.96
Check Date 5/5/2020 Total For Check # 105877		501,906.96
AFLAC-FLEXONE		
050120	AFLAC COVERAGE	270.51
050120	AFLAC COVERAGE	190.88
050120	AFLAC COVERAGE	385.26
Check Date 4/30/2020 Total For Check # 105878		846.65
COLONIAL LIFE PROPROCESSING		
050120	LIFE INSURANCE	92.36
Check Date 4/30/2020 Total For Check # 105879		92.36
ILLINOIS FRATERNAL ORDER		
050120	UNION DUES	816.00
Check Date 4/30/2020 Total For Check # 105880		816.00

**Warrant Register 1719**

Invoice	Description	Invoice/Amount
NATIONWIDE RETIREMENT SOL		
050120	457 CONTRIBUTIONS	525.00
050120	457 CONTRIBUTIONS	106.51
Check Date 4/30/2020 Total For Check # 105881		631.51
NATIONWIDE TRUST CO FSB		
050120	PEHP CONTRIBUTIONS	410.17
050120	PEHP CONTRIBUTIONS	2,328.82
050120	PEHP CONTRIBUTIONS	459.97
050120	PEHP CONTRIBUTIONS	617.52
Check Date 4/30/2020 Total For Check # 105882		3,816.48
NCPERS GRP LIFE INS#3105		
050120	ADDITIONAL LIFE INSURANCE	256.00
Check Date 4/30/2020 Total For Check # 105883		256.00
STATE DISBURSEMENT UNIT		
050120	CHILD SUPPORT	230.77
Check Date 4/30/2020 Total For Check # 105884		230.77
Total For ALL Checks		808,922.07

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

AGENDA SECTION: Consent Agenda - EPS

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

MEETING DATE: May 5, 2020

FROM: George Peluso, Director of Public Services

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

At the April 21, 2020 Village Board Meeting, the Board approved placement of this item on the Consent Agenda.

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: Consent Agenda – EPS
SUBJECT: Chicago Avenue Water Main Improvement Project – Phase 1
Construction Observation Contract
MEETING DATE: May 5, 2020
FROM: Dan Deeter, PE Village Engineer

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

At the 04/21/20 Board of Trustees meeting, the Board approved the item to be moved to the Consent agenda.

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 ____th 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

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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*;
- 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
2.1 Construction Observation				
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
Subtotals:	631	\$ 72,714.00	\$ 2,428.75	N/A
Contract Total:			\$ 75,142.75	

(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.

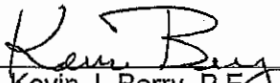
8.28 Municipal Advisor

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\egt-03232020-HRG_PSA(Exhibit-B)-ConstructionObs_2020\Infrastructure.docx

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: East Chicago Avenue Drainage Corridor Improvement Project
Construction Observation Contract
MEETING DATE: May 5, 2020
FROM: Dan Deeter, PE Village Engineer

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



REQUEST FOR BOARD ACTION

Village Board and/or Committee Action

At the 04/21/20 Board of Trustees meeting, the Board approved the item to be moved to the Consent agenda.

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 ____th 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

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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 9th 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*; and
- 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
2.1 Construction Observation				
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
Subtotals:	923	\$ 126,321.00	\$ 3,593.75	\$3,500.00
Contract Total:			\$ 133,514.75	

(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: Consent Agenda – EPS

SUBJECT: Alley vacation east of 821 South Thurlow Street

MEETING DATE: May 5, 2020

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve 'An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 821 South Thurlow Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois' at a purchase price of \$11,000.

Background

The resident at 821 South Thurlow Street has expressed interest in purchasing the portion of the alley east of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved. This alley is not a through-alley right-of-way used for vehicle traffic. There are currently no plans for providing vehicular traffic on this alley right of way in the future. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement across the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$25.40 per square foot. The property to be vacated contains an area of +/-425 square feet. The total appraised value of the property is \$11,000.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. Draft ordinance
2. Appraisal Report, Re: Appraisal of a 8.5' x 50' portion of the unnamed alley situated east and adjoining 821 South Thurlow Street, Hinsdale, Illinois

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN
PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND
ADJOINING 821 SOUTH THURLOW STREET IN THE VILLAGE OF HINSDALE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 821 South Thurlow Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-423-005 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 8.5' x 50' of the unimproved alley situated east of and adjoining 821 South Thurlow Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 37 and 38 in Fordham and Mean's Resubdivision of Blocks 25 in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the southeast quarter of Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-423-005

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 821 South Thurlow Street, Hinsdale, Illinois upon the payment of eleven thousand dollars (\$11,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. 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 5th day of May, 2020.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2020

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

AN 8.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED EAST AND ADJOINING
821 SOUTH THURLOW STREET
HINSDALE, ILLINOIS

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

April 24, 2020

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of an 8.5' x 50' portion of unimproved
alley situated east and adjoining 821 South Thurlow
Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple interest. The property was inspected on April 21, 2020, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located west and adjoining 650 South Thurlow Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of April 21, 2020 was

<p>ELEVEN-THOUSAND DOLLARS (\$11,000)</p>

This Appraisal Report, presented in a summary format, is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates, Inc.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: April 21, 2020

EFFECTIVE DATE OF VALUE: April 21, 2020

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,446 residents as of 2014 and a median household income of \$166,605 (2015). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,105,224, which is 4.8% lower than the prior 12-month average sale price of \$1,161,069. This is indicative of declining market conditions. Due to the on-going Covid-19 pandemic and stay-at-home order, a slowdown in the real estate market is likely and a potential recession is looming. A continuing decline in homes values and increasing marketing times are probable.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 821 South Thurlow Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2020 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 50' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **436 South Monroe Street, Hinsdale** was reported sold in September 2018 for \$405,000. This is a 51.5 foot by 125 foot parcel zoned R-4, containing 6,438 square feet. The sales price was equal to \$62.90 per square foot.
2. **19 South Adams Street, Hinsdale** was reported sold in May 2019 for \$400,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sales price was equal to \$64.00 per square foot.
3. **637 South Bruner Street, Hinsdale** was reported sold in January 2019 for \$415,000. This is a 50 foot by 130.5 foot parcel zoned R-4, containing 6,525 square feet. The sale price was equal to \$63.60 per square foot.
4. **829 South Monroe Street, Hinsdale** was reported sold in August 2017 for \$385,000. This is a 51 foot by 126 foot parcel zoned R-4, containing 6,375 square feet. The sale price was equal to \$60.39 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. They sold from \$60.39 to \$64.00 per square foot and averaged \$62.72 per square foot for a buildable site. As market conditions are declining and due to the effects of the Covid-19 pandemic, a base lot value of \$56.45 per square foot will be used in this analysis which is 10% lower than the average for the cited sales.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$56.45 base lot value or \$25.40 per square foot is indicated.

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SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$25.40 per square foot is indicated for the subject property.

425 square feet @ \$25.40 per square foot =

\$10,795

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$11,000 (rd.)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as-is" fee simple market value of the subject property as of April 21, 2020 was

<p>ELEVEN-THOUSAND FIVE-HUNDRED DOLLARS (\$11,500)</p>

Respectfully submitted,

C.A. BENSON & ASSOCIATES



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.


18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediate preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.


Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Major in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update - 2020-2021

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation - Undivided; Forecasting Revenue; Illinois Appraiser's Update - 2004 thru 2019; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications and Online Comparative Analysis..

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, FNBC - LaGrange, Town Center Bank, Cathay Bank, Pacific Global Bank, Spectrum Business Resources, LLC, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

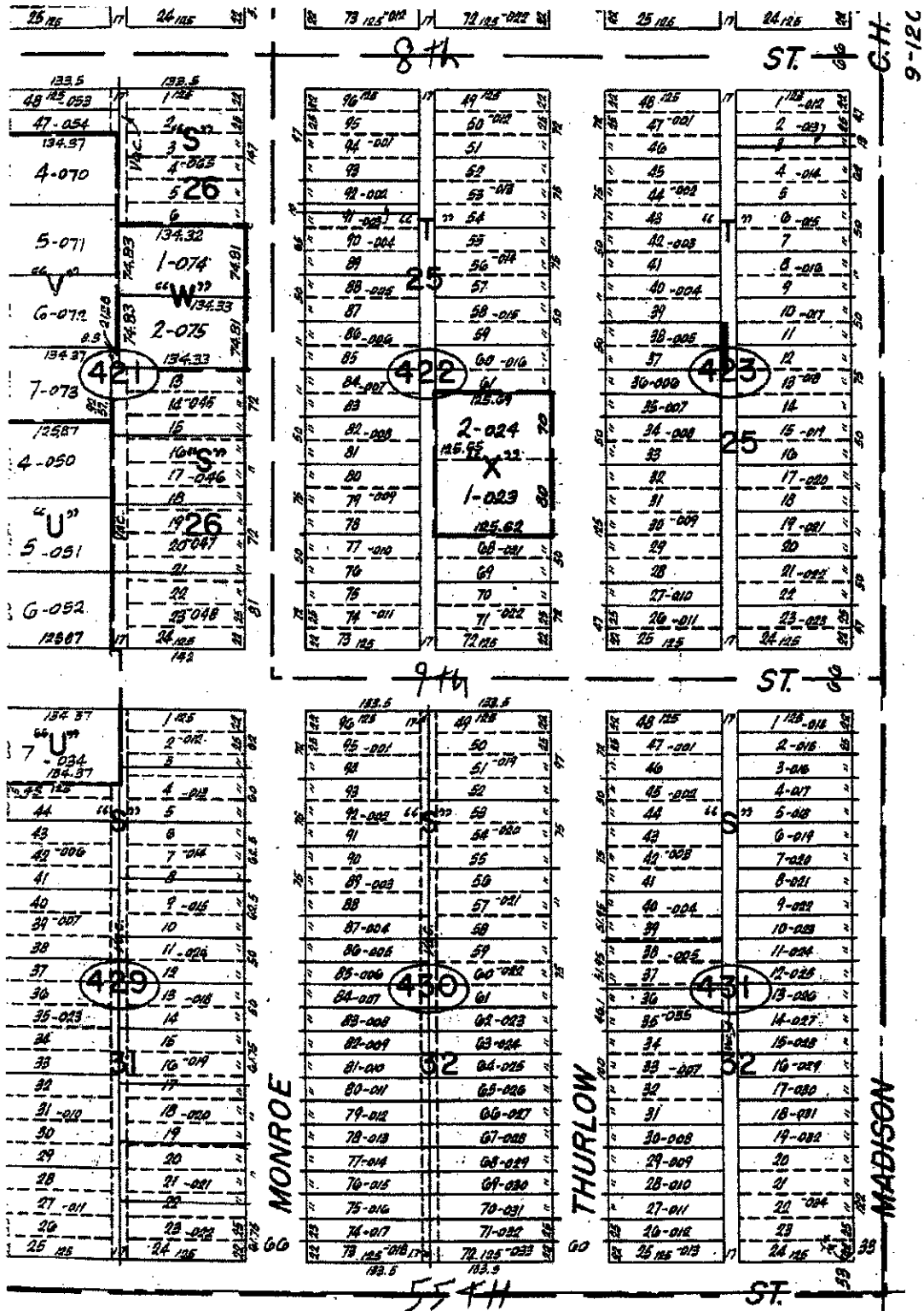
C.A. Benson & Associates

ADDENDUM

Sidwell Map

C.A. Benson & Associates

SIDWELL MAP (Subject Shaded in Red)



Public Services & Engineering

AGENDA SECTION: Second Read – EPS
SUBJECT: East Chicago Avenue Drainage Corridor Improvement Project
Construction Contract
MEETING DATE: May 05, 2020
FROM: Dan Deeter, PE Village Engineer

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

At the 04/21/20 Board of Trustees meeting, the Board approved the item to be moved to the Second Read agenda.

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

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

Enclosure

TSC/ka

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



HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana 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)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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, N50	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	206	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 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
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, 6'-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	2,890	24.00	69,360.00
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	1,206	3.00	3,618.00
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	2,182	5.00	10,910.00
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	136	180.00	24,480.00
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, 8 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, 6' 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	60,000.00	60,000.00
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, 3/4"	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 COOK/DUPAGE
Local Public Agency VILLAGE OF HINSDALE
Section Number N/A
Route E. Chicago Ave. Drainage

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

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

Business Address _____

Insert Names of Officers

President

Brian Linden

Secretary

Steve Linden

Treasurer

Steve Linden

Attest:

St Ze

Secretary

Route E Chicago Ave Drainage Corridor ImprovementsCounty DuPage

Local Agency Village of Hinsdale

Project _____

RETURN WITH BID

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 end 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: St Ze sec/treas
(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 provided.)

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 _____

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.)

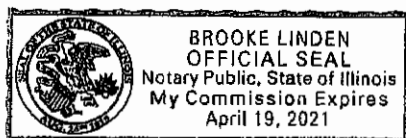
[illegible]

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

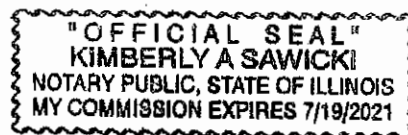
North American Specialty Insurance Company for the
used and purposes therein set forth.

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 9th 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:

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

- 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. ☐

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



**Illinois Department
of Transportation**

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.

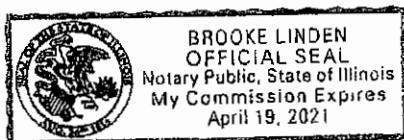
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

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 9th day of April, 2020.

(SEAL)



[Signature]
(Signature of Notary Public)



Illinois Department of Transportation

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

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

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 low bids not yet awarded or rejected. In a joint venture, list 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 engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	5	6	7	8	9
Contract Number	Hudson Reserve	SG PS Bypass	Wells 8 & 9	Fox Valley Inn Demolition	Washington Storm				
Contract With	Oswego	FMWRD	No. Aurora	Aurora	Woodstock				
Estimated Completion Date	11/20/20	2/20/20	5/31/20	6/30/20	6/30/20				
Total Contract Price	4,000,000.00	73,000.00	477,725.00	189,000.00	670,841.00				Accumulated Totals
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 reverse of this form. In a joint 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.R. and Waterway Structures									0.00
Drainage	2,567,000.00	73,000.00	420,725.00	189,000.00	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
Signage									0.00
Cold Milling, Planing & Rotomilling									0.00
Demolition									0.00
Pavement Markings (Paint)									0.00
Other Construction (List)									0.00
									0.00
Totals	2,567,000.00	73,000.00	420,725.00	189,000.00	578,841.00	0.00	0.00	0.00	3,748,566.00

Disclosure of this information is REQUIRED to accomplish 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 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	Proclison								
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	60,000.00								
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

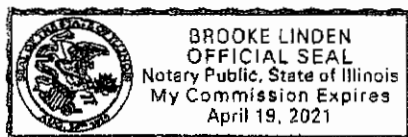
Subscribed and sworn to before me

this 9th day of April 2020

Brooke Linden
Notary Public

My commission expires: 4/19/21

(Notary Seal)



Type or Print Name: Steve Linden, Secretary/Treasurer
Title

Signed: *St J L*

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

Address: 722 E. South St., Unit D

Phono, IL 60545

LIUNA!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

42-L

chicagolaborers.org

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
Beth Gudeman
Jane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

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

H. Linden & Sons Sewer & Water, Inc.
722 E. South Street, Unit D
Plano, Illinois 60545

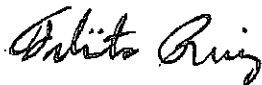
To Whom It May Concern:

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



ACCREDITED
Training Agency

LIUNA!

Feel the Power



ANSI Accredited Program
PERSONNEL CERTIFICATION

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

11017990001

Registration No.



L. L. Chao
Secretary of Labor

Anthony Savage
Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

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

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7188
6200 JOLIET ROAD
COUNTRYSIDE, IL 60625-3992

May 30, 2019

H. Linden & Sons Sewer & Water
722 E South St Unit D
Plano, IL 60545

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of H. Linden & Sons Sewer & Water, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers H. Linden & Sons Sewer & Water, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates

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

Sh. L. Chao

Secretary of Labor

Anthony Durose

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

08/18/2015 15:42 FAX 71

02/28/2008 10 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



Loi. Chao
Secretary of Labor

Anthony S. Senger
National Apprenticeship Training, Employer and Labor Service

November 5, 2002
Date

92 008780173
Registration No.



Addendum 1

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

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 & 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:

Brooke Linden

Printed/Typed Name:

Brooke Linden

Date: 4/8/20

END OF ADDENDUM NO. 1

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Public Services & Engineering

AGENDA SECTION: Second Read – EPS
SUBJECT: Chicago Avenue Water Main Improvement Project – Phase 1
Construction Contract
MEETING DATE: May 5, 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

At the 04/21/20 Board of Trustees meeting, the Board approved the item to be moved to the Second Read agenda.

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)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (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 6th 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

J:\2019\190242\Design\Spec\WATER-MAIN\WATER_MAIN-PHASE-1\ADDENDUM-01\addm-01_032520_Addendum-1_Hinsdale_2020_InfrastructureImprovements-Phase-01.docx

ChicagoAve.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

County DUPAGELocal Public Agency VILLAGE OF HINSDALESection 19-00098-00-RSRoute 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**

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
---------------------------------------------------------	----------------------

[illegible]

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 1 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 VINLENZINA NERI

Attest:

Anthony Neri
ANTHONY NERI

Secretary

RETURN WITH BID

Route VARIOUSCounty COOK

Local Agency VILLAGE OF HINSDALE

Section 2020 WATER MAIN

PAPER BID BOND

WE John Neri Construction Co., Inc. 770 Factory Road, Addison, IL 60101 as PRINCIPAL,

and Ohio Farmers Insurance Company P.O. Box 5001, Westfield Center, OH 44251-5001 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 27th day of March, 2020

Principal

John Neri Construction Co., Inc.

By: Nicholas Neri President (Signature and Title)

By: _____
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be attached.)

Ohio Farmers Insurance Company
(Name of Surety)

Surety

By: William Reidinger
William Reidinger



STATE OF Illinois

COUNTY OF DuPage

Hina Azam, a Notary Public in and for said county,

do hereby certify that Nicholas Neri and William Reidinger

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing Instrument on behalf of PRINCIPAL and SURETY, 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 27th day of March, 2020

My commission expires April 22, 2020

Day of March, 2020
Hina Azam (Notary Public)

ELECTRONIC BID☐ 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.)

[illegible]

(Company/Bidder Name)

(Signature and Title)

Date _____

NOTARY PUBLIC, STATE OF ILLINOIS
HINA AZAMI
My Commission Expires 04/12/2020

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."

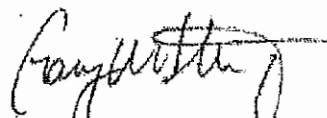
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall 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 & 65
• OPERATING ENGINEERS LOCAL #150 OFFICE OF APPRENTICESHIP TRAINING EMPLOYER
AND LABOR SERVICES
• CHICAGO AND LABDREES' 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. ☐

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)

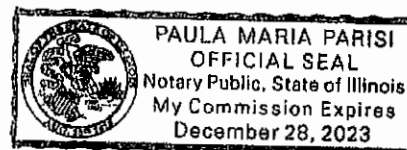
being first duly sworn upon oath, states as follows:

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)



DATE: April 24, 2020

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: John Giannelli, Fire Chief

RE: Executive Summary - Fire Department Activities for March 2020

In summary, the Fire Department activities for March 2020 included responding to a total of **192** emergency incidents. There were **48** fire-related incidents, **116** emergency medical-related incidents, and **28** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **01** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **19** seconds.

In the month of March, there was **\$1,000** of dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of March, Chief Giannelli covered short shifts due to shift staffing shortages. The total hours covered were **64**, thereby saving the Village an estimated **\$3,840** in overtime.

Chief Giannelli and AC McElroy attended weekly phone in MABAS 10 Chief's, DuPage Chief's, and DUCOMM meetings. The Chiefs attended weekly calls with the Illinois Department of Public Health along with Hinsdale and LaGrange Hospital Administration.



Hinsdale Fire Department – Monthly Report
March 2020



Emergency Response

In **March**, the Hinsdale Fire Department responded to a total of **192** requests for assistance, for a total of **585** responses this calendar year. There were **28** simultaneous responses and **four (4)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

<i>Type of Response</i>	<i>March 2020</i>	<i>% of Total</i>	<i>Three Year Average March 2017-2018-2019</i>
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	48	25%	55
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	116	60%	110
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	28	15%	39
Simultaneous: (Responses while another call is on-going. Number is included in total)	28	15%	27
Train Delay: (Number is included in total)	4	2%	5
Total:	192	100%	204

Year to Date Totals

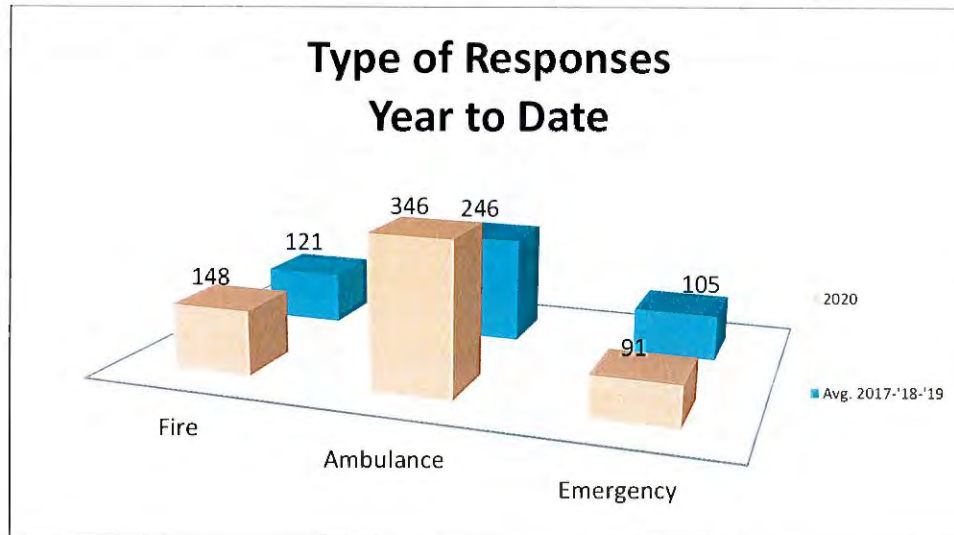
Fire: 148	Ambulance: 346	Emergency: 91
2020 Total: 585	2017-18-19 Average: 608	



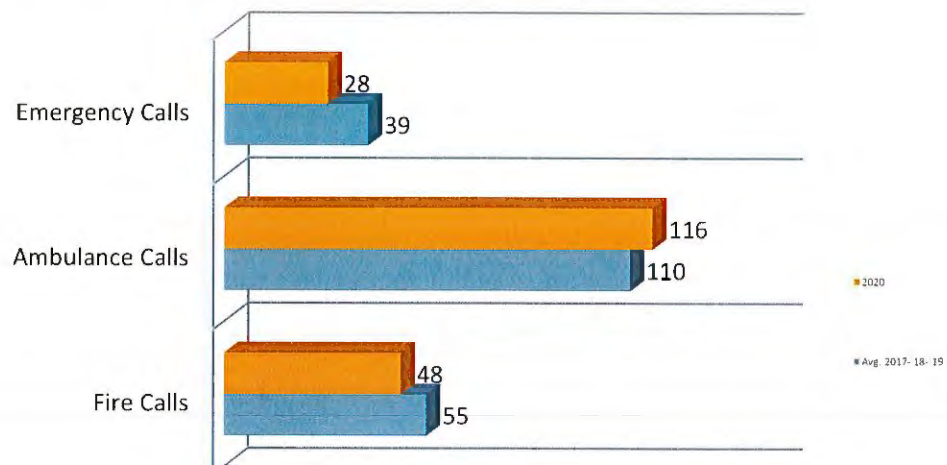
Hinsdale Fire Department – Monthly Report
March 2020



Emergency Response



Total Calls for March

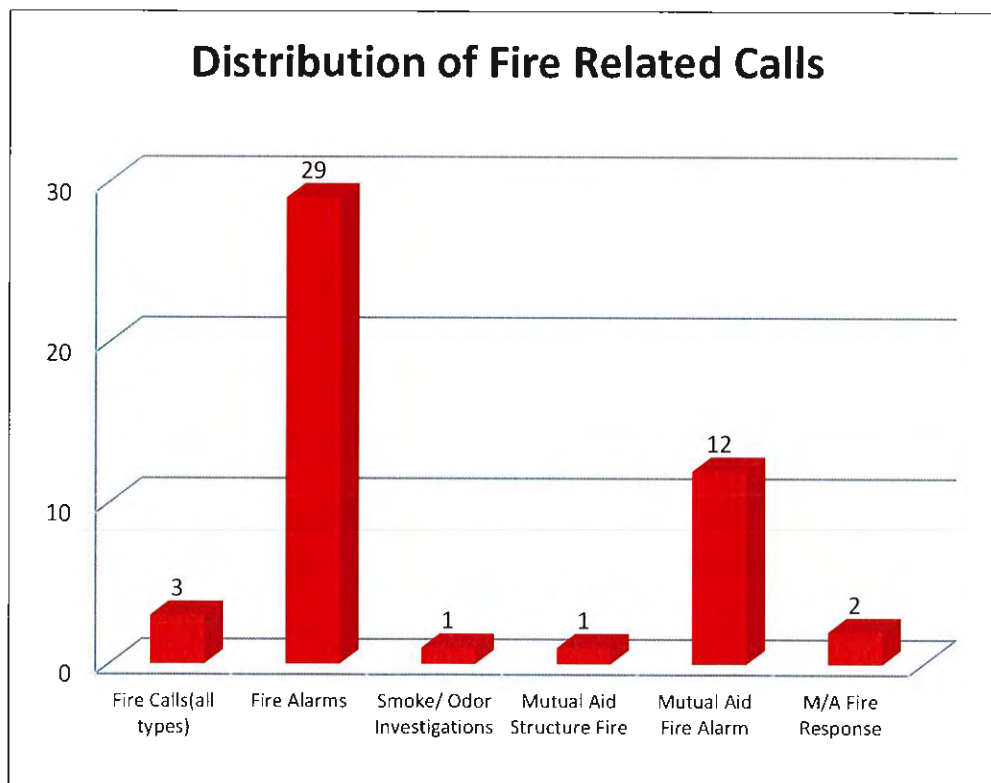
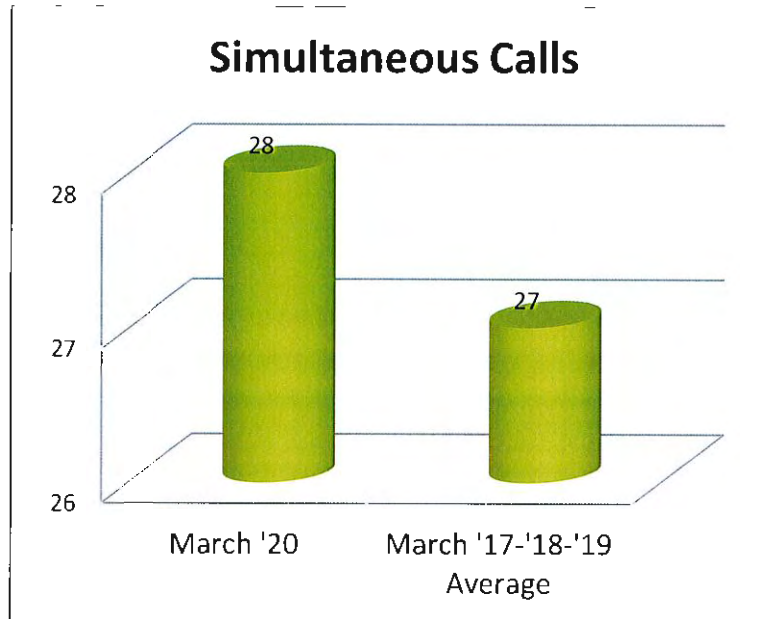




Hinsdale Fire Department – Monthly Report March 2020



Emergency Response



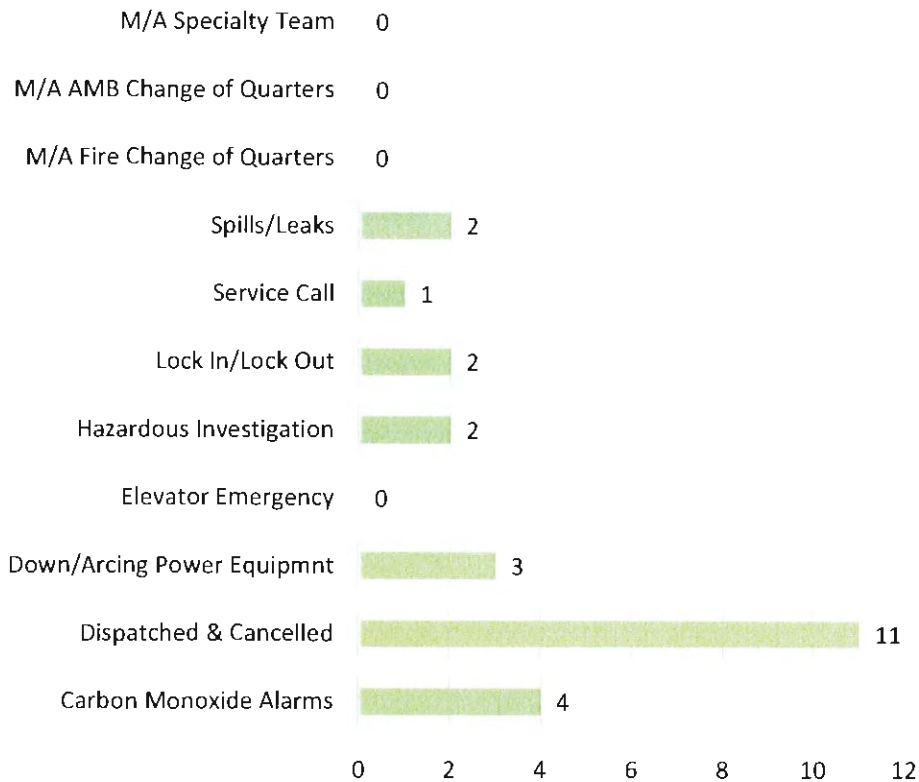


Hinsdale Fire Department – Monthly Report March 2020

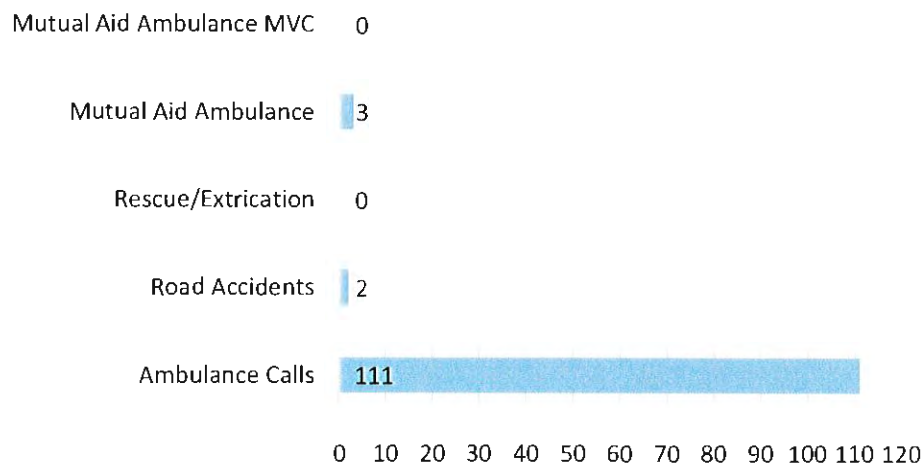


Emergency Response

Distribution of Emergency Related Calls



Distribution of EMS Related Calls





**Hinsdale Fire Department – Monthly Report
March 2020**



Incidents of Interest

Call #

- 20-0439 –** All shift members with E84 and M84 responded to 600 W. Ogden Ave. for the cardiac arrest. Upon arrival the patient was not in cardiac arrest. The patient did have a decreased level of responsiveness as well as compromised vital signs. He was consciously sedated and intubated by FF/PM Russell. Enroute to the hospital the patient required cardiac pacing which was provided by FF/PM Russell and Capt. Carlson. The patient was successfully transported to Hinsdale ED.
- 20-0465 –** Members responded to the report of an oven fire at 51 S. Washington St. (Toni's Bakery) on 3/10/20. Upon arrival crews discovered a fire inside the commercial oven. It was located and extinguished. The area was checked for fire extension.
- 20-0501 –** Members and Engine 84 responded for the alarm investigation – CO detector. Upon arrival, meters alarmed (60 ppm of CO) and the homeowner and her pets were evacuated. Nicor Gas was requested to the scene. Furnace was checked and higher levels were found. Electric and gas were turned off to the furnace and the house was ventilated. Homeowner was not feeling any illness.
- 20-0533 –** Members and Medic 84 and Utility 84 responded to 40 S. Clay St. for the possible COVID-19 patient on 3/19/20. All isolation protocols were followed. The patient was treated for shortness of breath and transported to Hinsdale Hospital. The ambulance was fully decontaminated using Cavicide and the UV light. On 3/24/20 Hinsdale Hospital confirmed the patient tested positive.
- 20-0534 –** Members and Engine 84 responded to 433 E. 3rd St. for the report of an inside odor of natural gas. A small leak coming from a gas fireplace was located. The line was traced back and shut down. The homeowner was advised to replace the line feeding the fireplace as well as the leaking starter valve.
- 20-0538 –** Members and Engine 84 responded to I-294 for the semi-tractor trailer fire. Upon arrival E84 found the trailer part of the semi to be on fire. E84 deployed a 1 ¾" line to extinguish the fire. Engine 1721 and Tender 151 were also used to assist E84 with water to complete extinguishment.
- 20-0548 –** Members and Engine 84 responded for the report of power lines down. Enroute they were informed that there was a possible fire in a tree. Upon arrival two primary lines were found to be down in the yard. One of them was arcing in a large tree. Due to weather conditions (snow) further extinguishment was not appropriate. ComEd was dispatched to the scene and arrived within 15 minutes to disconnect power and repair the lines.



Hinsdale Fire Department – Monthly Report March 2020



Training/Events

In addition to the daily training in EMS, Technical Rescue, Hazardous Materials, Firefighting, and vehicle checks, members completed the following specialized training:

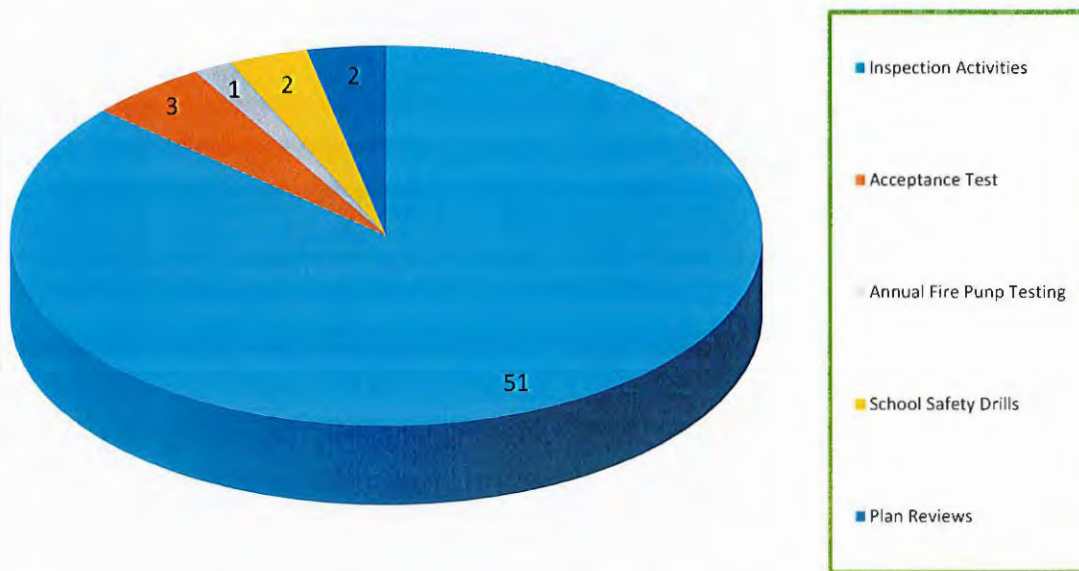
- For the entire month of March, Members on a daily basis would update their knowledgebase on the Covid-19 virus. In addition to continually cleaning the station and vehicles by maintaining a high level of safety while operating on the emergency scene.
- FF/PM Majewski and FF/PM Karban each have completed multiple Drone Pilot online courses.
- March 2nd – Members conducted a radio command drill to give members the repetitions needed to develop the necessary skills to run a fire scene.
- March 5-7th – Members completed the annual consumption test with the Department's new Scott air packs.
- March 7th - Gold shift members taught a CPR class.
- March 9th - FF Dudek presented a Pub Ed program to Hinsdale Jr. Firefighters.



Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.

FIRE PREVENTION ACTIVITIES IN MARCH



Fire Prevention/Safety Education

- All outside meetings and agendas for the final two weeks were cancelled due to the COVID-19 pandemic.
- The Bureau is in the process of transitioning to conducting all inspections through the use of the iPad. Inspector Sible has created and entered all of the checklists into FireHouse for the purpose of decreasing the use of paper copies. This will streamline and increase our efficiency for future inspection activities.



**Hinsdale Fire Department – Monthly Report
March 2020**



Inspection Activities

March 2020 had a total of 59 Fire Inspection Activities:

Inspections 33

Initial (14)
Fire Alarm (17)
Occupancy (2)

Re-inspections 12

Acceptance Test 3

Sprinkler (3)

Plan Reviews 2

Fire Alarm (1)
Sprinkler (1)

Consultation 3

Fire Alarm (1)
General (1)
Other (1)

Annual Fire Pump Test 1

School Safety Drills 2

Lock Down (2)

Knox Box Maintenance 3

There was \$3,295.00 of inspection fees forwarded to the Finance Department for the month of March.

The total inspection fees forwarded to the finance department for the 2020 calendar year total year to date (YTD) is \$12,080.00.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 5, 2020
RE: Engineering April 2020 Monthly Report
Executive Summary

- **2020 Water Main Project (Phase 1) and E. Chicago Drainage Improvement Project.** Bid openings for these projects were opened on 04/09/20. Recommendations for construction observation and a contractor to construct the projects were presented to the Board of Trustees as a first read on 04/21/20. The second read for these projects is on 05/05/20. Pre-construction meetings are being scheduled in order to begin the projects as soon as possible.



MEMORANDUM

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: May 5, 2020
RE: Engineering April 2020 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 39 construction site inspections or drainage complaint inspections in April.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, in April 2020 staff submitted one monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO) was submitted. Staff also submitted the annual report for the Municipal Small Storm Sewer System (MS4) permit.

The following capital improvement projects and engineering studies are underway:

2020 Water Main Project (Phase 1). (Water Plant to Washington Street)

Project Scope:

- 12-inch watermain replacement on Chicago Avenue from the water plant at the northeast corner of Symonds Drive and Park Avenue to the intersection of Washington Street and Chicago Avenue.
- 12-inch watermain replacement under the BNSF tracks from Symonds Drive to the intersection of Chicago Avenue and S. Park Street.

Due to delays in the federal Surface Transportation Program (STP) funds, the 2020 Maintenance Project was reorganized into two Phases. Phase 1 (listed above) will be constructed in 2020. Phase 2, which consists of water main construction and resurfacing from Washington Street to Stough Street, will be constructed in 2021.

E. Chicago Drainage Corridor project. This project is designed to improve drainage in the area in the blocks immediately south of E. Chicago Street from Elm Street to Oak Street, in the Highland Park/Highland Station parking lot, and on Highland Road. Funding is being provided by the Illinois Tollway since this project reduces flooding on the Tollway by detaining stormwater that is tributary to the Tollway.

Schedule:

- Late-March 2020 – advertise bids
- 04/09/20 – bid opening
- 04/21/20 – First Read at the Village Board of Trustees meeting
- 05/05/20 – Second Read at the Village Board of Trustees meeting

Other Engineering Activities

Tollway/BNSF Sewer By-Pass Replacement

The Tollway's sub-contractor has completed the replacement of the Village's 42-inch brick by-pass sewer north of Veeck Park with 42-inch reinforced concrete pipe. The Tollway will line the remaining portion of the by-pass sewer north of Highland Road in early May 2020. This sewer carries excess combined sewer flows from a junction chamber at the intersection of County Line Road and Highland Road to the Veeck Park Wet Weather Facility (WWF). These improvements, funded by the Tollway through the Intergovernmental Agreement, will reduce the number of loose bricks obstructing the WWF operations and extend the operational life of the by-pass sewer line for at least 50-plus years.

Tollway/Flagg Creek Water Reclamation District (FCWRD) Interceptor Relocation

As part of the Tri-State Tollway Improvements, the FCWRD interceptor must be relocated to allow for the Tollway expansion. This relocation will occur in the Tollway right of way (ROW) from I-55 to Ogden Avenue. Shoulder closures and work zone speed limits will be put in place on I-294 in the impacted area beginning last April 2020. The work will proceed from south to north. Relocations which impact the Village of Hinsdale (in the vicinity of Mills Street) is not expected to occur until 2021. The Tollway notice is attached.

2020 IDOT Bridge Surface Repairs to Chicago Avenue Bridge over IL Rte 83

IDOT has scheduled bridge deck repairs to begin 06/01/20. A pre-construction meeting was held on 04/10/20. The contractor did not have a schedule for the repairs at that time. Construction will close down at least one lane of the entire bridge for certain periods. IDOT and the contractor will post notices near the bridge prior to these shutdowns. The Village will post this information as it is received. Construction is anticipated to be 3-4 months (depending on the weather and other factors).



MEMORANDUM

2020 Nicor Plans

Nicor has notified Staff that they may retire (replace) some segments of their "bare steel" gas system in Hinsdale in 2020. These segments include:

- 1-1/2" steel gas main on Chicago Avenue from Clay Street heading east about 250 feet.
- 4" steel gas main on Grant Street from the south side of Chicago Street to about 170 feet north of the north right-of-way line of Chicago Street.
- 2" steel gas main at the end of Clay Street south of Eighth Street.
- 2" steel gas main on Grant Street from 57th Street heading north about 600 feet.

State and Federal Funding Opportunities A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

**Veeck Park Wet Weather Facility
Hinsdale, Illinois**

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)	
03/01/20			
03/02/20			
03/03/20			
03/04/20			
03/05/20			
03/06/20			
03/07/20			
03/08/20			
03/09/20		1.08	
03/10/20			
03/11/20			
03/12/20			
03/13/20			
03/14/20			
03/15/20			
03/16/20		0.03	
03/17/20			
03/18/20		0.41	
03/19/20		0.28	
03/20/20		0.01	
03/21/20			
03/22/20			
03/23/20		0.22	
03/24/20			
03/25/20			
03/26/20		0.02	
03/27/20		0.09	
03/28/20		1.05	
03/29/20		0.01	
03/30/20			
03/31/20			
	March	YTD	
Precipitation:	3.20	6.43	
Departure from Normal:	0.70	0.41	
% of Normal Rainfall	128%	107%	

Notes:

1. Rain data from USGS station at Salt Creek & 22nd Street, Oak Brook, IL

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (letting Jan 2019)	70% SPT match	\$ 807,000
			30% local match	
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (letting Jan 2020)	70% SPT match	\$ 760,000
			30% local match	
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
Total				<u>\$ 24,605,309</u>

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
IDNR	PARC	Renovation of KLM lodge to improve ADA accessibility	75% SPT match 25% local match	\$ 2,500,000
Total				<u>\$ 2,500,000</u>



ILLINOIS TOLLWAY NEWS

FOR IMMEDIATE RELEASE

April 27, 2020

**WORK SCHEDULED TO BEGIN THIS WEEK FOR SEWER RELOCATION WORK
FOR THE CENTRAL TRI-STATE TOLLWAY (I-294) PROJECT**

*Shoulder closures and work zone speed limits will be put in place
on I-294 between I-55 and Ogden Avenue*

DOWNERS GROVE, IL – The Illinois Tollway is scheduled to begin a multi-year project this week to relocate existing Flagg Creek Water Reclamation District sewer lines adjacent to the Central Tri-State Tollway (I-294) in preparation for mainline roadway reconstruction and widening.

Weather permitting, during the week of April 27, off-peak lane and shoulder closures will be put in place in various locations on I-294 between I-55 and Ogden Avenue for pavement work to prepare for long-term shoulder closures this summer. Electronic message signs and construction signage will be put in place in advance to alert drivers to construction and work zone speed limits.

"The Illinois Tollway promotes safety of both drivers and workers as we plan and implement roadway improvements," said Illinois Tollway Executive Director José Alvarez. "We will make every effort to minimize the impact of construction on our customers and ask drivers to please be patient and obey the work zone speed limits."

To accommodate the sanitary sewer relocation, additional lane and shoulder closures will be scheduled this summer on the mainline, as well as on auxiliary lanes and ramps connecting to the Hinsdale Oasis. Access to the oasis will be maintained throughout construction.

The Flagg Creek Water Reclamation District maintains 42-inch, 48-inch and 60-inch sanitary sewer lines adjacent to and underneath I-294 in the area between I-55 and Ogden Avenue. Relocation of these sewer lines is scheduled to be completed by the end of 2021, before work to rebuild and widen the Tollway can begin in this area.

Replacement sanitary sewer lines will be installed on the west side of I-294 from I-55 to Plainfield Road and from north of the Burlington Northern Santa Fe Railway Bridge to Ogden Avenue. On the east side of I-294, sewer work is planned from Plainfield Road to Hinsdale Oasis. In addition, sewer lines underneath the Tollway will be replaced at several locations including at the ramp from southbound I-294 to I-55, north of Plainfield Road, north of 47th Street and north of the Burlington Northern Santa Fe (BNSF) Railway Bridge.

In addition, as part of this work, retaining walls, noisewalls and fencing will be removed for construction and replaced once work on the sewer is complete.

Maps, construction and detour information about the Central Tri-State Tollway (I-294) Project is available in the Projects section on the Tollway's website illinoistollway.com.

Construction in this area was coordinated with the Illinois Department of Transportation, and Village of Burr Ridge, Village of Hinsdale, Indian Head Park and Village of Western Springs, as well as local fire and police departments.

The \$4 billion Central Tri-State Tollway (I-294) Project is reconstructing and widening the roadway between Balmoral Avenue and 95th Street to provide congestion relief, update old infrastructure to meet current and future transportation demand and address regional needs. This work is part of the Tollway's 15-year, \$14 billion capital program, *Move Illinois: The Illinois Tollway Driving the Future*. More than 220,000 vehicles use the Central Tri-State Tollway daily.

Work Zone Safety

Construction zone speed limits are in effect in all construction zones 24/7 and drivers should continue to watch for changing traffic patterns and use caution, especially when workers are present. On I-294, a 45 mph work zone speed limit is in effect throughout the construction season.

The Illinois Tollway reminds motorists that the "Move Over Law" requires motorists to change lanes or to slow down and proceed with caution when passing any vehicle on the side of the road with hazard lights activated. If you see flashing lights ahead, please move over or slow down.

Illinois State Police have zero tolerance for drivers speeding in work zones or failure to comply with the Move Over Law. The minimum penalty for speeding in a work zone is \$250 with up to a \$25,000 fine and a 14-year jail sentence for hitting a roadway worker. Penalties for failure to slow down or move over for a vehicle on the shoulder with flashing lights includes up to a \$10,000 fine, 2-year suspension of driving privileges and jail time, in extreme cases.

About Move Illinois

The Illinois Tollway's 15-year, \$14 billion capital program, *Move Illinois: The Illinois Tollway Driving the Future*, is improving mobility, relieving congestion, reducing pollution, creating as many as 120,000 jobs and linking economies throughout the region. The first eight years of *Move Illinois* is on schedule and within budget, delivering the rebuilt and widened Jane Addams Memorial Tollway (I-90) as a state-of-the-art 21st century corridor and opening a new interchange connecting the Tri-State Tollway (I-294) to I-57. Progress continues on projects addressing the remaining needs of the existing Tollway system, delivering the Elgin O'Hare Western Access Project and planning for emerging projects, including reconstruction of the Central Tri-State Tollway (I-294).

About the Illinois Tollway

The Illinois Tollway is a user-fee system that receives no state or federal funds for maintenance and operations. The agency maintains and operates 294 miles of roadways in 12 counties in Northern Illinois, including the Reagan Memorial Tollway (I-88), the Veterans Memorial Tollway (I-355), the Jane Addams Memorial Tollway (I-90), the Tri-State Tollway (I-94/I-294/I-80) and the Illinois Route 390 Tollway.

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MEMORANDUM

DATE: May 5, 2020

TO: President Cauley and the Village Board of Trustees

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: April Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of March.

The Lodge at KLM Park

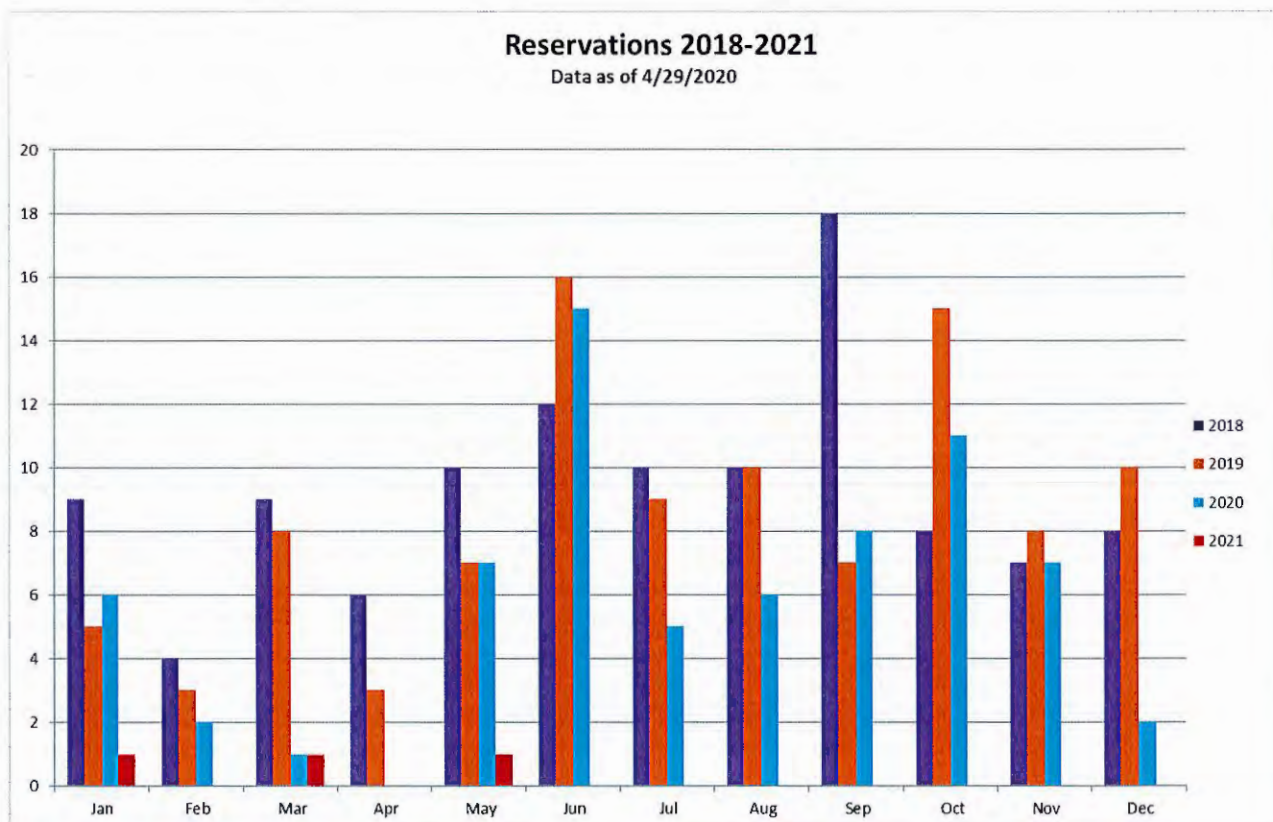
Preliminary gross rental and catering revenue for the calendar year-to-date is \$10,025. There was no rental revenue for the fourth month of the 2020 calendar year, due to closure of the facility during the COVID-19 pandemic. Expenses are down significantly, however two of the five staff members continue to work to rebook rentals and marketing for future months. Most rentals are willing to rebook, with the exception of those that can't at this time (baby showers for example).

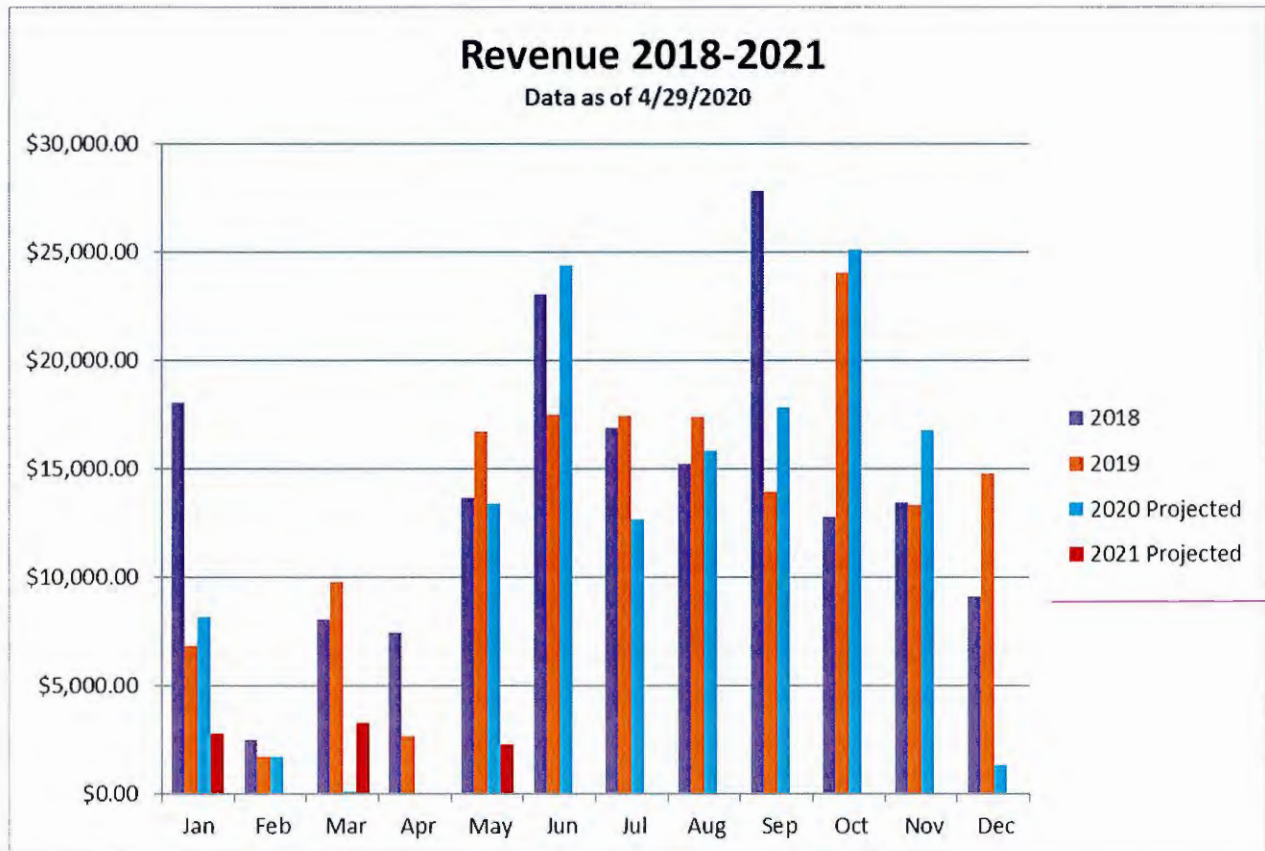
REVENUES	April		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$2,700	\$0	\$21,084	\$10,025	(\$11,059)	\$145,000	7%	\$150,000	14%
Caterer's Licenses	\$0	\$0	\$11,500	\$500	(\$11,000)	\$15,000	3%	\$15,000	77%
Total Revenues	\$2,700	\$0	\$32,584	\$10,525	(\$22,059)	\$160,000	7%	\$165,000	20%
EXPENSES	April		YTD		Change Over the Prior year	2020 Annual Budget	CY 20 % of budget	2019-20 Annual Budget	FY 19-20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$12,724	\$4,248	\$49,977	\$21,392	(\$28,585)	\$167,220	13%	\$236,243	21%
Net	(\$10,024)	(\$4,248)	(\$17,393)	(\$10,867)	\$6,526				

MEMORANDUM

The Lodge Gross Monthly Revenues										
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY	2018/19 FY	2019/20 FY	2020 CY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,725	\$ 13,675	\$ 16,744	
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045	\$ 17,494	
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874	\$ 17,466	
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205	\$ 17,395	
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860	\$ 13,980	
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770	\$ 24,085	
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450	\$ 13,365	
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	\$ 9,125	\$ 14,774	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	\$ 6,855		\$ 8,175
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	\$ 1,725		\$ 1,750
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	\$ 9,804		\$ 100
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	\$ 7,482	\$ 2,700		
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 143,101	\$ 153,088	\$ 135,303	\$ 10,025

The graph below shows the past three years of Lodge revenue and the upcoming years' projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.





Staff is currently working with the approved marketing plan for the 2019/20 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. The committee is now working on reviewing charges for caterers and single use vendors. Staff is recommending a stub year on vendor licenses, so they align with the new calendar year budget. Vendors would pay seven months for 2020 (prorated from eight months due to COVID-19 and facility closure), and then a full 12 months starting in January 2021.

Upcoming Brochure & Activities

Brochure & Programming

The summer brochure was delivered to residents on March 16th. Registration began on 23rd for residents and will begin April 6th for non-residents. Staff is still seeing some registration for summer programming, however due to the shelter in place order all classes have been postponed or cancelled through May 31. Many providers are working to provide virtual programming for the summer sessions, as it is still unknown if in-person group classes will resume after May 31.



MEMORANDUM

Programs for winter/spring began in late December and ended on March 13th. Those classes in April and May that are unable to reschedule for summer were credited back to participant's household accounts. These credits can be used for any future programming or passes.

Special Events

While the annual Easter Egg Hunt was cancelled, staff was able to provide a new event for residents. The "Socially Distant Visits from the Bunny" event was held on Saturday April 11. Staff in collaboration with The Community House were able to visits over 100 resident homes dressed as the Easter Bunny. Residents registered for this event at \$15 per visit and were allowed to take socially distant photos with the bunny. Total revenue from this event was \$1,500. This event was so well received, staff is currently working on more events of this nature including Christmas In July with Santa, and Porch-traits (pictures of families on their front porch or steps).

Summer special events are still be planned, but cancellations decisions due to the pandemic will be made in the coming weeks. Likely events over 100 people will not happen for at least the month of June.

Field & Park Updates

Fields/Parks

All Fields have been closed to recreational user groups through at least May 31. Many groups have indicated that they will not have league play until the fall, but some are requesting summer space. Staff has striped and prepped fields in preparation for groups to start as soon as allowable.

Peirce Park bathrooms had new flooring installed; an epoxy similar to that of the Pool and KLM bathrooms. New flooring at Burns is scheduled for May, providing the vendor is available to complete the work.

Grant Updates

In August, staff applied for the Open Space and Land Acquisition Development (OSLAD) Grant. On Friday, January 17th, Governor Pritzker announced that Hinsdale was one of 85 recipient of the OSLAD grant. The Village will be awarded \$400,000 for the Community Pool Redevelopment project. Funds transfer was indicated to happen on or around April 15th, however this has been delayed due to the pandemic. A new



MEMORANDUM

date has not yet been communicated to the Village by the Illinois Department of Natural Resources (IDNR).

Staff submitted an application on behalf of the Village for the Park and Recreational Facility Construction (PARC) Grant for The Lodge at KLM Park on January 21st. Staff was notified that the grant had made it through round one of three, in early March. Round two notifications are expected in late May, barring any changes or delays related to COVID-19. Notification of awards for this grant are expected in August 2020.

Pool Updates

Pool passes went on sale March 1st online, and March 2nd for in-person registration. As in previous years, super passes sold out, and were awarded via a lottery system. There is currently a 40 person waitlist for super passes. Regular pool passes have seen a 58% decline in sales over the previous year. This is a direct result of the uncertainty surrounding the season due to the pandemic.

As of April 29, 2020					As of April 28, 2020						
2019 Pass Revenue					2020 Pass Revenue						
	New Passes	Renew Passes	Total	Revenue		New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
Resident											
Nanny + Nanny Super	24	24	48	\$2,690		11	9	20	\$1,150	-57%	-\$1,540
Family Primary	52	118	170	\$48,720		17	65	82	\$23,540	-52%	-\$25,180
Family Secondary	179	398	577			53	212	265			
Individual	6	2	8	\$1,320		0	1	1	\$165	-88%	-\$1,155
Senior Pass	8	11	19	\$1,520		3	10	13	\$1,040	-32%	-\$480
Family Super	78	19	97	\$4,850		95		95	\$4,750	-2%	-\$100
Resident Total	347	572	919	\$59,100		179	297	476	\$30,645	-48%	-\$28,455
Neighborhoodly											
Neighbor Family	39	30	69	\$25,170		5	9	14	\$5,110	-80%	-\$20,060
Neighborhoodly Individual	0	0	0	\$0		0	0	0		#DIV/0!	\$0
Neighbor Add'l	122	105	227			15	30	45			
Neighborhoodly Total	161	135	296	\$25,170		20	39	59	\$5,110	-80%	-\$20,060
Non-Resident											
Non Resident Family	0	0	0	\$0				0		#DIV/0!	\$0
on Resident Family Secondary	0	0	0	\$0				0		#DIV/0!	\$0
Non Resident Individual	0	0	0	\$0		1		1	\$260	#DIV/0!	\$260
Non Resident Senior	3	2	5	\$775		1	1	2	\$310	-60%	-\$465
Non Resident Nanny	7	4	11	\$990		1	1	2	\$180	-82%	-\$810
Non-resident Total	10	6	16	\$1,765		3	2	5	\$750	-58%	-\$1,015
10-Visit	10		10	\$790				0		-100%	-\$790
TOTAL				\$86,825					\$36,515	-58%	-\$50,320