



## MEETING AGENDA

Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at [cbruton@villageofhinsdale.org](mailto:cbruton@villageofhinsdale.org). Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, **public comment may also be made using Zoom** following the instructions below:

From a PC, Mac, iPad, iPhone or Android device, please click on the following URL or copy and paste to your browser.

**<https://tinyurl.com/vyivjp32>**

Passcode: 807767

Or join by phone:

1 312 626 6799

Webinar ID: 874 9176 0170

Passcode: 807767

*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.*

**MEETING OF THE  
VILLAGE BOARD OF TRUSTEES  
Tuesday, February 2, 2021  
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 January 19, 2020
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. PUBLIC HEARING - APPROPRIATIONS**
- 6. CITIZENS' PETITIONS\* (Pertaining to items appearing on this agenda)**
- 7. 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 the Annual Appropriation Ordinance for the year January 1, 2021 to December 31, 2021

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

- b) Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 2 to John Neri Construction Company in the amount not to exceed \$1,721,900
- c) Award the contract for engineering services for construction observation of the Chicago Avenue Water Main Improvement Project – Phase 2 to HR Green, Inc. in the amount not to exceed \$121,980
- d) Award a contract for Brush Hill Train Station Ceiling Repairs to Smith Plastering Inc., in the amount of \$9,250; **and**  
Award Heating and Cooling Installation Contract for Brush Hill Train Station to Sendra Services Corp., for the purchase and installation of HVAC equipment in the amount of \$11,149.71

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

- e) Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan for Façade Changes – Garfield Crossing - 26-38 E. First Street\*\*
- f) Approve the issuance of a purchase order to WatchGuard in the amount of \$42,249.50 to purchase the WatchGuard V300 Body Worn Camera (BWC) for police operations

**8. 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 January 18, 2021 through January 29, 2021, in the aggregate amount of \$600,286.94 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*
- b) Approve an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority covering the temporary removal of fencing on Tollway property and partial funding of a Village drainage study (*First Reading – January 19, 2021*)
- c) Approve Blanket Purchase Orders for Calendar Year 2021 totaling \$810,723 and waiving the competitive bid requirements, where applicable (*First Reading – January 19, 2021*)

**9. 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\*\*\*\**

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

- a) Approve a Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)\*\*\*\*

- b) Approve a Certified Resolution for Local Government Customer naming BMO Harris as a Designated Depository; Designation of Authorized Officers; Authorized Activities\*\*\*\*

**10. DISCUSSION ITEMS**

- a) Tollway update

**11. DEPARTMENT AND STAFF REPORTS**

- a) Fire

**12. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

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

**14. TRUSTEE COMMENTS**

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

**16. 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, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

***\*\*\*\*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  
January 19, 2021**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley on Tuesday, January 19 2021 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley

Participating electronically: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Gerald J. Hughes, and Neale Bymes

Absent: Trustee Laurel Haarlow

Present: Assistant Village Manager/Director of Public Safety Brad Bloom and Village Clerk Christine Bruton

Participating electronically: Village Manager Kathleen A. Gargano, Police Chief Brian King, Fire Chief John Giannelli, Finance Director Darrell Langlois, Assistant Finance Director Alison Brothen, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Interim Village Planner Nathan Parch, and Superintendent of Parks & Recreation Heather Bereckis

**VILLAGE PRESIDENT - INTRODUCTION**

*"Good evening. On September 18, 2020, Governor Pritzker entered the latest in a string of emergency declarations related to the COVID-19 pandemic. In light of that declaration, and consistent with various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, I find that it is not practical or prudent to conduct an in-person meeting. This Open Regular Meeting of the President and Board of Trustees of the Village of Hinsdale is therefore being conducted remotely.*

*Public Act 101-640 allows public bodies to meet remotely during public health disasters, so long as the public is able to monitor the meeting, and certain other conditions are met.*

*Public comment is permitted during the Citizen's Petitions portions of the meeting. When we get to those portions of the meeting, I will ask persons wishing to make public comment to identify themselves. If anyone wishing to speak has difficulty connecting to the meeting with ZOOM, please call Assistant Village Manager Brad Bloom at 630.789.7007."*

**APPROVAL OF MINUTES**

**a) Regular Meeting of January 5, 2021**

There being no changes or corrections to the draft minutes, Trustee Hughes moved to **approve the draft minutes of the regular meeting of January 5, 2021, as presented.** Trustee Banke seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

President Cauley asked Village Manager Gargano to provide an update to the Board regarding COVID-19. She said the Governor has authorized Tier 2 changes. She also reported that residents are inquiring about how the vaccine is being administered. She explained that long-term care facility vaccinations are outsourced through the County health department. For distribution to the community at large, she has been working with Dr. Tammy Prentiss from District 86 in the hopes that there is an opportunity to use the school for a vaccination site in town. She expects more information in the near future, and will make sure updated information and helpful links are posted on the Village website. She suggested residents reach out to their County health department and their primary care physicians until vaccine distribution is improved.

## **APPROVE THE ASSISTANT VILLAGE MANAGER CONTRACT EXTENSION**

President Cauley introduced the item that is a two-year contract extension for Assistant Village Manager/Director of Public Safety Brad Bloom. Trustee Byrnes moved to **approve the Assistant Village Manager contract extension**. Trustee Hughes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

President Cauley remarked the Board is glad to have Mr. Bloom for two more years; Mr. Bloom thanked the Board.

## **CITIZENS' PETITIONS**

None.

## **FIRST READINGS – INTRODUCTION**

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

- a) **Approve an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority covering the temporary removal of fencing on Tollway property and partial funding of a Village drainage study**

Mr. Bloom introduced the item and explained that residents of the 400 block of Mills Street, across from the area purchased by the Tollway, have complained about the unsightly 6' foot chain link installed there. This fence surrounds the retention pond to be built at this location. Before the Board is an agreement with the Tollway stating they will move the fence and grade the area, and the Village will provide maintenance. Additionally, the agreement addresses terms of payment for a Village drainage study. There will be fencing and landscaping in two years when this area will be addressed, and neighbors will be included in discussion about options.

The Board agreed to move this item forward to the Consent Agenda of their next meeting.

- b) **Approve Blanket Purchase Orders for Calendar Year 2021 totaling \$810,723 and waiving the competitive bid requirements, where applicable**

Trustee Hughes introduced the item stating this is an annual housekeeping item. This is for the vendors with recurring payments expected to exceed the Village Manager's authority to approve. New vendors related to temporary contract finance staff and the ERP system are included.

The Board agreed to move this item forward to the Consent Agenda of their next meeting.

## **CONSENT AGENDA**

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

- a) Trustee Banke moved **Approval and payment of the accounts payable for the period of December 31, 2020 through January 15, 2021, in the aggregate amount of \$1,269,558.37 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, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

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

- b) **Award Nels Johnson Tree Experts, Inc. the Tree Pruning contract for Year 2 of the contract not to exceed the current Year 2 budgeted amount of \$74,717**  
Trustee Byrnes moved to **Award Nels Johnson Tree Experts, Inc. the Tree Pruning contract for Year 2 of the contract not to exceed the current Year 2 budgeted amount of \$74,717.** Trustee Hughes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

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

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

- a) **Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Construct a New Two-Story Bank with 2 Drive-thru Lanes – Lakeside Bank – 222 E. Ogden Avenue (First Reading – December 8, 2020)**  
Trustee Stifflear introduced the item and described the proposal from Lakeside Bank to be located in the B-3 general business district, east of the Shell Station on York Road and Ogden Avenue. The Plan Commission held two meetings on October 14, 2020 and November 11, 2020 and voted unanimously to recommend approval to the Village Board. On December 8, 2020, this proposal was introduced to the Village Board, and while there were no material concerns with the site plan, the Board was concerned that the bank would not be a sales tax generating use. The merits might not meet Section 11-603 of the Village Code, and he noted the standards are outlined in the Request for Board Action (RBA). President Cauley added that following the last meeting of the Board, he

asked the Village Attorney to draft an ordinance to have properties in this area designated for sales tax generating businesses. Trustee Byrnes noted that with respect to the standards, he does not see a public benefit, as the Village already has a number of banks and drive-ups. Trustee Banke agreed, and added there are other better suited locations for this use.

Discussion followed regarding what type of business could be located on this property, and Trustee Posthuma pointed out that there is no left turn allowed, which could create traffic congestion. He does not believe that restriction should be lifted.

Mr. Peter Coules, attorney representing the applicant, stated he understands the Village's point of view, but pointed out the left turn restriction will make it difficult for a retail business, and Lakeside Bank has demonstrated there would be a \$47,000 increase in property tax revenue with the bank. The property has been empty for a while. President Cauley said he spoke with the President of the bank, and reported that while he was displeased to have gone through this process for this amount of time, he was indifferent to the location. President Cauley said if the bank finds another property, fees already paid would be waived. He added he would welcome Lakeside Bank at another location. Trustee Hughes said he has struggled as the bank may not be the highest and best use of the property, but he hates to surprise a business owner or applicant at the last minute. He added he wholeheartedly supports future accommodations.

Trustee Stifflear moved to **Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Construct a New Two-Story Bank with 2 Drive-thru Lanes – Lakeside Bank – 222 E. Ogden Avenue.** Trustee Hughes seconded the motion.

**AYES:** None

**NAYS:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes None

**ABSTAIN:**

**ABSENT:** Trustee Haarlow

Motion carried.

#### **DISCUSSION ITEMS**

**a) Tollway update**

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

**b) Chamber of Commerce request for annual in-kind services**

Ms. Eva Field, President of the Chamber of Commerce, addressed the Board referencing the annual letter for special requests 2021. She called attention to the COVID-19 section of the letter, and scheduling accommodations that have been made. President Cauley assured her the Village will work with the Chamber, but that all largely at the mercy of the State emergency delarations. With respect to the Chamber's request for three month advance approval, he noted the Village is not the decision maker. He added what is proposed is fine, but all are subject to the Governor's regulations. Ms. Field introduced Mr. Bob Smith, the new Chairman of the Board. Mr. Smith thanked the Board stating he appreciates the partnership with the Village and their help to make Chamber events a success. Trustee Stifflear added the Chamber events are great for the entire Village, as well as people who visit Hinsdale from surrounding communities.

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

a) Public Services

b) Engineering

c) Community Development

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

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

None.

#### **CITIZENS' PETITIONS**

None.

#### **TRUSTEE COMMENTS**

None.

#### **ADJOURNMENT**

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of January 5, 2021**. Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

Meeting adjourned at 8:04 p.m.

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



REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** First Reading – ACA

**SUBJECT:** Annual Appropriations Ordinance

**MEETING DATE:** February 2, 2021

**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve the Annual Appropriations Ordinance for the Year January 1, 2021 to December 31, 2021.

**Background**

Attached is the proposed Annual Appropriation Ordinance for Year January 1, 2021 to December 31, 2021. The ordinance represents the legal spending authority for Calendar Year 2021 and is required by State statutes to be adopted by March 31, 2020. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's budget, which was adopted in December, is the financial plan which the Village operates under throughout the year.

Prior to adopting the ordinance, statutes require that the Village hold a public hearing on the ordinance and that notice of the public hearing be published in the newspaper. The notice of the public hearing was published in the *Hinsdalean* on January 21, 2021, and the legally required public hearing on the proposed appropriation ordinance will be held on February 2, 2021 prior to first reading of the ordinance.

**Discussion & Recommendation**

The line items contained in the proposed appropriation ordinance are identical to the Village's Calendar Year 2021 Budget with the exception of Account 1100-7209 Accounting Services, whereby \$83,220 has been appropriated but was not included in the 2021 Budget. This amount is included to cover the blanket purchase order to the firm of Lauterbach and Amen, who is currently providing interim part-time accounting services in the Finance Department. These services will be needed for much of 2021 due to the transition in the Finance Department as well as to address responsibilities that due to turnover and the demands of the ERP project that have been backlogged. Please note that the Village is currently recruiting for part time employee for this role, which may be less costly if we are successful in finding an appropriate candidate.

In addition to the line item budget amounts, a contingency amount is added for unforeseen expenses in each department. The contingency amount is to ensure that the Village has spending authority in case of unforeseen emergencies such as severe weather or fire. If the contingency amount is not available, the Village would be legally precluded from procuring needed services to the citizens in a timely manner. As to the amounts for the Hinsdale Public Library, these amounts were approved by a separate resolution of the Hinsdale Public Library Board.

**Budget Impact**

There is no impact to the original budget. The Appropriations Ordinance sets the legal spending limit for the Village.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Annual Appropriations Ordinance for the Year January 1, 2021 to December 31, 2021

**VILLAGE OF HINSDALE**

**ORDINANCE NO. 02021-**

**ANNUAL APPROPRIATION ORDINANCE  
FOR THE YEAR JANUARY 1, 2021, TO DECEMBER 31, 2021**

WHEREAS, a proposed appropriation ordinance for the Village of Hinsdale for the year ending December 31, 2021, upon which this Annual Appropriation Ordinance is based, was heretofore duly prepared and made conveniently available to the public for at least 10 days prior to the public hearing described below and for at least 10 days prior to the adoption of this Annual Appropriation Ordinance, all in accordance with the requirements of Section 8-2-9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the Board of Trustees of the Village of Hinsdale, pursuant to notice duly published on January 21, 2021 in the Hinsdalean in accordance with the requirements of said Section 8-2-9 held a public hearing on February 2, 2021, for the purpose of hearing and considering testimony regarding the proposed appropriation ordinance. Due to the ongoing public health emergency, and consistent with the Governor's most recent emergency declaration, various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, the public hearing was conducted electronically; and

WHEREAS, all required or necessary revisions, alternations, increases, or decreases in the proposed appropriation ordinance have since been made and are reflected in this Annual Appropriation Ordinance;

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.      General Corporate Appropriations. The following sums of money, or so much thereof as may be authorized by law, are deemed necessary to defray all necessary expenses and liabilities of the Village of Hinsdale for the year commencing on January 1, 2021, and ending December 31, 2021, and the same shall be, and they are hereby, appropriated for the objects and purposes hereinafter specified:

## **CY 2021 Appropriation Ordinance**

### **Corporate Fund - 100**

#### **Finance and Administration-Department 11**

#### **Appropriation**

7001	Full-Time Salaries	968,187
7003	Part-Time Salaries	36,654
7005	Longevity Pay	1,300
7009	Vehicle Allowance	9,800
7011	Overtime	8,000
7023	Water Fund Cost Allocation	(858,584)
7101	Social Security	55,466
7103	Medicare	14,570
7105	IMRF	109,559
7111	Health Insurance	169,219
7113	Dental Insurance	3,696
7115	Life Insurance	2,224
7131	Tuition Reimbursement	5,000
7133	Mileage Reimbursement	200
7135	Brd of Police/Fire Comm.	64,650
7137	Employment Advertising	2,500
7139	Personnel Expenses	2,680
7141	Staff Development & Training	14,400
7143	Membership Dues/Subscriptions	22,917
7149	Village-Wide Employee Relations	11,800
7201	Legal Expenses	350,000
7207	Auditing Services	35,126
7209	Accounting Services	83,220
7211	Actuarial Services	16,400
7213	Consulting Services	216,750
7215	Tollway /Lobbying Expenditures	58,000
7221	IT Service Contract	190,000
7223	IT Contracts & Service Agreements	82,678
7225	Utility Billing Expenses	15,400
7227	Vehicle License Expenses	13,300
7231	Telecommunications	17,175
7233	Cable/Internet	18,800
7249	Record Retention & Doc Mgmt	1,000
7251	Recording Fees-County	2,500
7269	Parking System Expenses	2,200
7299	Other Services	9,500
7301	Postage	14,000
7303	Office Supplies	11,400
7305	Breakroom Supplies	1,200
7307	Printing and Publications	11,800
7391	Computer Hrdwre, Software, Supplies	80,590

**Corporate Fund - 100****Finance and Administration-Department 11 (cont)****Appropriation**

7405	Comp./Off. Equip. Maint.	14,752
7501	Plan Commission	1,000
7503	Historical Preservation Comm.	10,000
7505	Economic Development Comm.	90,000
7507	Ceremonial & Special Events	1,500
7513	Bank Fees	60,000
7523	IRMA Premiums	20,675
7525	Self-Insured Deductible	10,000
7591	Contingency	200,000
7740	Transfer to MIP Projects Fund	1,720,000
7901	General Equipment	69,000
7903	Computer Equipment	306,000
7909	Buildings	150,000
Total Finance and Administration		4,528,204

**Corporate Fund - 100****Police Department - Department 21****Appropriation**

7001	Full-Time Salaries	2,714,600
7003	Part-Time Salaries	97,347
7005	Longevity Pay	6,800
7009	Vehicle Allowance	1,400
7011	Overtime	250,000
7013	Reimbursable Overtime	50,000
7023	Water Fund Cost Allocation	(20,672)
7101	Social Security	21,925
7103	Medicare	45,126
7105	IMRF	35,827
7107	Police Pension Contributions	637,514
7111	Health Insurance	446,486
7113	Dental Insurance	12,425
7115	Life Insurance	5,902
7133	Mileage Reimbursement	1,000
7139	Personnel Expenses	500
7141	Staff Development & Training	27,050
7143	Membership Dues/Subscriptions	12,851
7145	Uniforms	25,752
7149	Employee Recog & Relations	1,000
7213	Consulting Services	2,325
7223	Data Processing Services	49,302
7231	Telecommunications	38,500
7233	Cable/Internet	2,840
7235	Electric	1,650

**Corporate Fund - 100****Police Department - Department 21 (cont)****Appropriation**

7237	Natural Gas	5,300
7239	FLAGG Creek Sewer Charge	300
7241	Custodial Services	16,900
7247	Licenses & Permits	1,400
7249	Record Retention & Doc Mgmt	3,000
7263	Dispatch Services	305,876
7269	Parking System Expenses	17,500
7277	Contribution to Other Agencies	20,620
7276	CALEA Accreditation Fee	4,745
7301	Postage	1,000
7303	Office Supplies	6,000
7307	Printing and Publications	3,500
7311	Gasoline & Oil	39,000
7327	Building & Maintenance Supplies	2,000
7341	Citizen's Police Academy	250
7343	Range Supplies	8,800
7353	Medical/Safety Supplies	1,000
7359	Police Department Supplies	9,000
7391	Computer Hrdwre, Software, Supplies	23,016
7401	Building Maintenance	16,000
7403	General Equipment Maintenance	4,850
7405	Comp./Off. Equip. Maint.	6,765
7407	Motor Vehicle Maintenance	19,000
7409	Radio Maintenance	1,400
7417	Parking System Maintenance	1,000
7523	IRMA Premiums	41,956
7525	Self-Insured Deductible	40,000
7901	General Equipment	68,050
7903	Computer Equipment	89,500
7907	Motor Vehicles	93,000
7909	Buildings	62,500
7591	Contingency	269,034
Total Police Department		5,649,712

**Corporate Fund - 100****Fire Department - Department 31****Appropriation**

7001	Full-Time Salaries	2,500,844
7003	Part-Time Salaries	50,252
7005	Longevity Pay	11,300
7009	Vehicle Allowance	5,600
7011	Overtime	191,000
7013	Reimbursable Overtime	10,000
7023	Water Fund Cost Allocation	(20,672)

**Corporate Fund - 100****Fire Department - Department 31 (cont)****Appropriation**

7101	Social Security	13,224
7103	Medicare	39,177
7105	IMRF	23,354
7109	Firefighters' Pension Contributions	1,168,077
7111	Health Insurance	375,972
7113	Dental Insurance	11,324
7115	Life Insurance	5,631
7139	Personnel Expenses	500
7141	Staff Development & Training	22,150
7143	Membership Dues/Subscriptions	8,755
7145	Uniforms	38,204
7231	Telecommunications	20,100
7233	Cable/Internet	840
7235	Electric	300
7237	Natural Gas	5,800
7241	Custodial Services	1,170
7247	Licenses & Permits	415
7249	Record Retention & Doc Mgmt	480
7263	Dispatch Services	173,604
7301	Postage	1,000
7303	Office Supplies	4,470
7305	Breakroom Supplies	0
7307	Printing and Publications	1,070
7311	Gasoline & Oil	10,000
7313	Motor Vehicle Supplies	347
7327	Building & Maintenance Supplies	7,640
7329	Tools & Hardware	10,070
7351	Emergency Management Supplies	492
7353	Medical/Safety Supplies	14,976
7355	Hazmat Supplies	5,193
7357	Fire Department Supplies	6,015
7391	Computer Hrdwre, Software, Supplies	13,760
7401	Building Maintenance	26,400
7403	General Equipment Maintenance	10,570
7405	Comp./Off. Equip. Maint.	4,812
7407	Motor Vehicle Maintenance	41,100
7409	Radio Maintenance	15,800
7423	Water System Maintenance	630
7523	IRMA Premiums	38,678
7525	Self-Insured Deductible	28,000
7907	Motor Vehicles	44,500
7909	Buildings	62,500
7591	Contingency	250,271
<b>Total Fire Department</b>		<b>5,255,695</b>



**Corporate Fund - 100****Public Services Department - Department 41****Appropriation**

7001	Full-Time Salaries	1,362,048
7003	Part-Time Salaries	14,570
7005	Longevity Pay	4,000
7009	Vehicle Allowance	8,400
7011	Overtime	65,000
7023	Water Fund Cost Allocation	(143,314)
7101	Social Security	88,586
7103	Medicare	20,962
7105	IMRF	157,199
7111	Health Insurance	217,466
7113	Dental Insurance	6,841
7115	Life Insurance	3,015
7139	Personnel Expenses	500
7141	Staff Development & Training	7,220
7143	Membership Dues/Subscriptions	9,750
7145	Uniforms	15,384
7147	Overtime Meals	2,200
7203	Engineering & Architects	10,000
7205	Biennial Bridge Inspections	5,000
7213	Consulting Services	5,000
7231	Telecommunications	7,850
7235	Electric	107,000
7237	Natural Gas	19,000
7239	Flagg Creek Sewer Charge	1,500
7241	Custodial Services	54,262
7245	Dumping/Refuse Removal	19,000
7247	Licenses & Permits	325
7253	Street Sweeping	60,750
7255	Mosquito Abatement	55,496
7257	Tree Removals	67,000
7259	Tree Pruning	74,717
7261	Elm/Ash Tree Treatments	177,572
7267	Third Party Review	55,000
7271	Equipment Rental	900
7275	Holiday Decorating	10,092
7299	Other Services	4,300
7301	Postage	1,000
7303	Office Supplies	2,825
7305	Breakroom Supplies	1,100
7307	Printing and Publications	2,375
7311	Gasoline & Oil	22,700
7313	Motor Vehicle Supplies	1,300
7323	Chemicals	100,053
7325	Laboratory Supplies	75
7327	Building Maintenance Supplies	6,200

**Corporate Fund - 100****Public Services Department - Department 41 (cont)****Appropriation**

7329	Tools & Hardware	12,385
7331	Trees	92,495
7353	Medical/Safety Supplies	600
7391	Computer Hrdwre, Software, Supplies	3,000
7399	Non-Caitalized Equipment	5,000
7401	Building Maintenance	62,886
7403	General Equipment Maintenance	5,100
7405	Comp./Off. Equip. Maint.	5,240
7407	Motor Vehicle Maintenance	33,745
7409	Radio Maintenance	800
7411	Landscaping & Grounds Maint	72,735
7413	Street & Sidewalk Maintenance	57,174
7415	Traffic & Street Light Maint	50,800
7427	Parking Deck Maintenance	20,000
7523	IRMA Premiums	29,886
7525	Self-Insured Deductible	36,000
7909	Buildings	225,000
7591	Contingency	171,253
<b>Total Public Services Department</b>		<b>3,596,318</b>

**Corporate Fund - 100****Community Dev. Department - Department 51****Appropriation**

7001	Full-Time Salaries	575,139
7003	Part-Time Salaries	93,771
7005	Longevity Pay	2,200
7009	Vehicle Allowance	4,200
7011	Overtime	5,000
7023	Water Fund Cost Allocation	(167,788)
7101	Social Security	40,835
7103	Medicare	9,772
7105	IMRF	73,793
7111	Health Insurance	101,560
7113	Dental Insurance	2,359
7115	Life Insurance	1,250
7133	Mileage Reimbursement	100
7139	Personnel Expenses	150
7141	Staff Development & Training	3,250
7143	Membership Dues/Subscriptions	1,500
7145	Uniforms	750
7149	Employee Recog and Relations	250
7213	Consulting Services	20,000
7223	Data Processing Services	12,125
7231	Telecommunications	6,300

**Corporate Fund - 100****Community Dev. Department - Department 51 (cont)****Appropriation**

7249	Record Retention & Doc Mgmt	5,000
7265	Outside Inspectors	25,000
7267	Third Party Review	10,000
7301	Postage	5,000
7303	Office Supplies	5,000
7305	Breakroom Supplies	400
7307	Printing and Publications	350
7311	Gasoline & Oil	2,050
7329	Tools & Hardware	250
7353	Medical/Safety Supplies	375
7405	Comp./Off. Equip. Maint.	4,340
7407	Motor Vehicle Maintenance	1,000
7523	IRMA Premiums	6,617
7525	Self-Insured Deductible	2,500
7591	Contingency	42,720
Total Community Development		897,118

**Corporate Fund - 100****Parks & Recreation Department - Department 61****Appropriation**

7001	Full-Time Salaries	463,960
7003	Part-Time Salaries	288,927
7005	Longevity Pay	1,100
7009	Vehicle Allowance	4,200
7011	Overtime	6,500
7023	Water Fund Cost Allocation	(20,169)
7101	Social Security	45,284
7103	Medicare	10,590
7105	IMRF	58,022
7111	Health Insurance	98,873
7113	Dental Insurance	2,832
7115	Life Insurance	942
7133	Mileage Reimbursement	400
7137	Employment Advertising	150
7139	Personnel Expenses	200
7141	Staff Development & Training	5,950
7143	Membership Dues/Subscriptions	1,745
7145	Uniforms	7,940
7223	Data Processing Services	15,250
7231	Telecommunications	10,740
7233	Cable/Internet	3,125
7235	Electric	55,000
7237	Natural Gas	22,300
7239	Flagg Creek Sewer Charge	1,200
7241	Custodial Services	21,500
7245	Dumping/Refuse Removal	15,000
7247	Licenses & Permits	3,470

**Corporate Fund - 100****Parks & Recreation Department - Department 61 (cont)****Appropriation**

7271	Equipment Rental	7,200
7273	Recreation Programming	248,750
7301	Postage	3,200
7303	Office Supplies	3,700
7307	Printing and Publications	42,855
7311	Gasoline & Oil	8,400
7323	Chemicals	20,250
7327	Building Maintenance Supplies	9,650
7329	Tools & Hardware	2,000
7353	Medical/Safety Supplies	1,620
7363	KLM Event Supplies	4,100
7361	Recreation Supplies	39,650
7399	Non-Capitalized Equipment	13,500
7401	Building Maintenance	41,700
7403	General Equipment Maintenance	9,950
7405	Comp./Off. Equip. Maint.	4,000
7407	Motor Vehicle Maintenance	1,950
7411	Landscaping & Grounds Maint	192,500
7419	Parks Maintenance	5,000
7513	Bank Fees	10,600
7523	IRMA Premiums	17,521
7525	Self-Insured Deductible	5,000
7901	General Equipment	28,000
7909	Buildings	1,474,850
7911	Land/Grounds	270,000
7591	Contingency	179,549
Total Parks & Recreation Department		3,770,526

**Motor Fuel Tax Fund - 200****Appropriation**

7740	Transfer to MIP Projects Fund	1,793,000
7990	Contingency for Unforeseen Expenses	89,650
Total		1,882,650

**Foreign Fire Insurance Fund - 210****Appropriation**

7141	Staff Development and Training	25,000
7145	Uniforms	4,000
7391	Comp Hardware, Software, & Supplies	5,000
7399	Non-Capitalized Equipment	27,000
7521	Officials Bonds	600
7591	Contingency for Unforeseen Expenses	6,160
Total		67,760

**Debt Service Funds - 300-308**

	<b><u>Appropriation</u></b>
7601 Bond Principal Payment	2,030,000
7605 Interest Expense	1,160,483
7607 Bond Paying Agent Fees	2,775
7591 Contingency for Unforeseen Expenses	159,663
Total	<u>3,352,921</u>

**MIP Infrastructure Projects Fund-400**

	<b><u>Appropriation</u></b>
7203 Engineering & Architects	688,645
7730 Transfer to Debt Service Funds	2,767,200
7762 Transfer to Water Capital	1,650,000
7915 Street Improvements	2,646,140
7921 Sidewalks	120,000
7591 Contingency for Unforeseen Expenses	393,599
Total	<u>8,265,584</u>

**Water & Sewer Oper. Fund - 600**

	<b><u>Appropriation</u></b>
7001 Full-Time Salaries	645,688
7005 Longevity Pay	4,000
7011 Overtime	80,000
7023 Water Fund Cost Allocation	1,231,199
7101 Social Security	44,993
7103 Medicare	10,522
7105 IMRF	79,463
7111 Health Insurance	76,673
7113 Dental Insurance	2,831
7115 Life Insurance	1,460
7141 Staff Development & Training	1,150
7143 Membership Dues/Subscriptions	8,200
7145 Uniforms	4,000
7147 Overtime Meals	400
7201 Legal Expenses	2,500
7203 Engineering & Architects	3,700
7223 Data Processing Services	11,100
7231 Telecommunications	20,000
7233 Cable/Internet	1,800
7235 Electric	55,000
7237 Natural Gas	6,700
7239 FLAGG Creek Sewer Charges	1,000
7241 Custodial Services	7,800
7245 Dumping	15,300
7299 Other Services	6,766
7301 Postage	14,800
7303 Office Supplies	500

**Water & Sewer Oper. Fund - 600 (cont)****Appropriation**

7305	Breakroom Supplies and Coffee	300
7307	Printing and Publications	2,775
7311	Gasoline & Oil	8,000
7321	DWC Cost	4,385,000
7323	Chemicals	3,000
7325	Laboratory Supplies	350
7327	Building and Maintenance Supplies	750
7329	Tools & Hardware	3,210
7353	Medical/Safety Supplies	500
7391	Comp Hardware, Software, & Supplies	100
7399	Non-Capitalized Equipment	25,000
7401	Building Maintenance	15,316
7403	General Equipment Maintenance	5,425
7405	Comp & Off Equipment Maintenance	350
7407	Motor Vehicle Maintenance	3,582
7409	Radios Maintenance	1,000
7423	Water System Maintenance	129,985
7425	Sewer System Maintenance	74,791
7511	Utility Tax	412,000
7523	IRMA Premiums	77,691
7525	Self-Insured Deductible	2,500
7599	Miscellaneous Expense	1,000
7603	Loan Principal Payment	189,246
7605	Interest Expense	29,490
7762	Transfer to Water Capital	800,000
7763	Transfer to Water Alt Bond	168,599
7901	General Equipment	40,000
7907	Motor Vehicles	45,000
7591	Contingency for Unforeseen Expenses	438,125
	Total	<u>9,200,630</u>

**Water & Sewer Capital Fund - 620****Appropriation**

7917	Water Mains	2,397,000
7919	Sewers	40,000
7591	Contingency for Unforeseen Expenses	121,850
	Total	<u>2,558,850</u>

**Water & Sewer 2014A Bond Fund-632****Appropriation**

7601	Bond Principal Payment	130,000
7605	Interest Expense	38,426
7607	Bank & Bond Fees	475
7591	Contingency for Unforeseen Expenses	8,445
	Total	<u>177,346</u>

**Police Pension Fund - 700**

	<b><u>Appropriation</u></b>
7031 Pension Payments	2,168,725
7033 Disability Payments	123,230
7141 Staff Development and Training	3,500
7143 Membership Dues/Subscriptions	795
7201 Legal Expenses	10,000
7209 Accounting Services	14,700
7211 Actuarial Services	3,500
7299 Other Services	141,000
7513 Bank fees	1,000
7599 Miscellaneous Expenses	6,500
7591 Contingency for Unforeseen Expenses	247,295
Total	<u><u>2,720,245</u></u>

**Firefighters' Pension Fund - 710**

	<b><u>Appropriation</u></b>
7031 Pension Payments	1,591,277
7033 Disability Payments	289,951
7141 Staff Development and Training	2,500
7143 Membership Dues/Subscriptions	795
7201 Legal Expenses	10,000
7209 Accounting Services	19,000
7211 Actuarial Services	8,000
7299 Other Services	41,000
7513 Bank fees	1,000
7599 Miscellaneous Expenses	8,400
7591 Contingency for Unforeseen Expenses	197,192
Total	<u><u>2,169,115</u></u>

**Library Operations Fund - 900**

	<b><u>Appropriation</u></b>
7001 Full-Time Salaries	1,000,000
7003 Part-Time Salaries	525,000
7005 Longevity Pay	400
7101 Social Security	95,313
7103 Medicare	22,113
7105 IMRF	151,000
7111 Health Insurance	186,900
7115 Life Insurance	2,000
7119 Unemployment Compensation	1,000
7139 Personnel Expenses	1,000
7513 Bank Fees	600
7523 IRMA Premiums	36,200
7525 Self-Insured Deductible	10,000
7730 Transfer to Debt Service Funds	252,912
7791 Transfer to Library Capital	235,000

**Library Operations Fund - 900 (cont)**

	<b><u>Appropriation</u></b>
7801 Staff Development	19,000
7803 Staff Recognition	3,000
7807 Marketing and Outreach	30,000
7809 Library Programs-Youth	18,000
7811 Library Programs-Adult	6,000
7813 Youth Materials	70,000
7815 Adult Materials	110,000
7817 Databases	70,000
7819 Periodicals	19,000
7821 EBooks	70,000
7823 Materials Management Supplies	17,000
7825 Catalog Services	39,765
7827 Hardware	30,000
7829 Computer Support & Software	35,000
7831 Custodial	32,000
7833 Utilities	13,000
7835 Janitorial-Maintenance Supplies	10,000
7837 Building Maintenance Contract	11,000
7839 Misc Repairs-Improvements	40,000
7841 Legal Expenses	5,000
7845 Misc Contractual Services	5,000
7847 Postage	2,000
7849 Telephone	7,000
7851 Accounting	70,000
7853 Vending Supplies and Services	1,000
7855 Office Supplies	14,000
7857 Copier Service and Supplies	25,000
7859 Misc Supplies	1,400
7861 Board Development	2,000
7863 Special Events	5,000
7865 Hellen O'Neill Scholarship	500
7867 Art Expenditures	8,500
7868 Donations Expenses	50,000
7869 Friends Pledges Expense	50,000
7873 Misc Expense	1,400
7591 Contingency	33,100
Total	<u><u>3,443,103</u></u>

**Library Capital Projects Fund - 910**

	<b><u>Appropriation</u></b>
7909 Buildings	221,000
7591 Contingency for Unforeseen Expenses	100,000
Total	<u><u>321,000</u></u>



**All Funds Summary****Appropriation**

Corporate Fund - 100	23,697,573
Departments - 11 thru 61	1,882,650
Motor Fuel Tax Fund - 200	67,760
Foreign Fire Insurance Fund - 210	3,352,921
Debt Service Funds - 300-308	8,265,584
MIP Infrastructure Project Fund - 400	9,200,630
Water & Sewer Operations Fund - 600	2,558,850
Water & Sewer Capital Fund - 620	177,346
Water & Sewer Debt Service Fund - 632	2,720,245
Police Pension Fund - 700	2,169,115
Firefighters' Pension Fund - 710	3,764,103
Library Funds - 900 & 910	
Total All Funds	<u>57,856,777</u>

Section 3.     Unexpended Prior Appropriations.     Any sum of money heretofore appropriated for any object or purpose and not expended that is now in the Treasury of the Village of Hinsdale or that may hereafter come into the Treasury of the Village of Hinsdale is hereby re-appropriated by this Annual Appropriation Ordinance for such object or purpose.

Section 4.     Allotment of Funds.     Any funds derived from sources other than the 2019 tax levy and other than revenue pledged for specific purposes may be allotted by the Village President and Board of Trustees to such appropriations and in such amounts, respectively, as the Board of Trustees may determine, within the limits of said appropriations, respectively, insofar as the doing of same does not conflict with law.

Section 5.     Repealer.     All ordinances or parts of ordinances inconsistent with the provisions of this Annual Appropriation Ordinance shall be, and they are hereby, repealed.

Section 6.     Effective Date.     This Annual Appropriation 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 16th day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of February, 2021.

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Thomas Cauley, Village President

ATTEST:

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Christine Bruton, Village Clerk

## REQUEST FOR BOARD ACTION

Public Services &amp; Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** Chicago Avenue Water Main Improvement Project – Phase 2  
Construction Contract

**MEETING DATE:** February 2, 2021

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

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**Recommended Motion**

Award the contract for construction of the Chicago Avenue Water Main Improvement Project – Phase 2 to John Neri Construction Company in the amount not to exceed \$1,721,900.

**Background**

This project is designed to replace the 98-year old, 12-inch water main under West Chicago Avenue from Washington Street to Stough Street. This water main is a major water supply line for areas west of the water plant. Failure of this line would significantly impact a large portion of the Village. The project was designed with a base bid consisting of water main construction from Washington Street to Adams Street and an alternate bid for water main construction from Adams Street to Stough Street. Eight sealed bids were opened on 01/22/21. The bids received were reviewed by the Village's consulting engineer, HR Green. The bids, as read, are summarized below:

	<u>Base Bid</u>	<u>Alt. Bid</u>	<u>Total</u>
• Engineer's Estimate	\$1,787,949.00	\$468,815.00	\$2,256,764.00
• PirTano Construction	\$1,874,180.00	\$457,568.00	\$2,331,748.00
• Trine Construction	\$1,786,611.00	\$507,389.00	\$2,294,000.00
• A Lamp Concrete	\$1,801,444.50	\$466,739.00	\$2,268,183.50
• H Linden & Sons	\$1,681,340.00	\$516,223.00	\$2,197,563.00
• Martam Construction	\$1,628,118.00	\$433,399.00	\$2,061,517.00
• DiMeo Brothers'	\$1,530,193.00	\$393,734.00	\$1,923,927.00
• Joel Kennedy Construction	\$1,372,227.50	\$370,024.00	\$1,742,251.50
• John Neri Construction	\$1,368,352.75	\$353,547.50	\$1,721,900.25

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

**Discussion & Recommendation**

W. Chicago Avenue presents numerous construction challenges when replacing the 98-year old water main. These include traffic management during construction, leaking underground storage tanks adjacent to the planned route, and conflicts with an above average number of underground utilities already under W. Chicago Avenue. Staff and our engineering consultants have attempted to quantify these issues in the line item quantities. However, these challenges create the potential for larger variations to some line items.

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

- 2020 Chicago Avenue Water Main Phase 1
- 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 2 Construction Contract to John Neri Construction Company in the amount not to exceed \$1,721,900.

**Budget Impact**

The budget for this construction is \$2,237,000. There are sufficient resources in the Master Infrastructure Project budget to fund the construction costs of the Chicago Avenue Water Main Improvement Project – Phase 2.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. HR Green's recommendation letter
2. Chicago Avenue Water Main Improvement project, Phase 2 contract documents
3. Bid Tab



January 27, 2021

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

Re: Chicago Ave. Water Main Improvements - Phase 2  
From North Stough St. to Washington St.  
Hinsdale Proj. # 1654  
HR Green No.: 190242

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids opened on January 22, 2021 for the subject project. HR Green has verified that out of the eight Bidder's John Neri Construction Co., Inc. is the apparent qualified low bidder at \$1,721,900.25 total. Their Base Bid amount is \$1,368,352.75 and Alternate Bid #1 amount is \$353,547.50 which totals to \$1,721,900.25 for the complete project. Our Engineers Opinion of Probable Construction Cost for the Full Project is \$2,256,764.

We recommend the Village of Hinsdale accept the low bid from John Neri Construction Co., Inc. bid for the Base Bid plus Add Alternate #1 for a total amount of **\$1,721,900.25**.

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'.

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

Enclosure

TSC/ka

\\hrgreen.com\HRG\Data\2019\190242\Design\Bid\Water\_Main-Phase-2\ltr-012721-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-2

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-2

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of February, 2021,  
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



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  
One Million Seven Hundred Twenty One Thousand Nine Hundred and 25/100

\_\_\_\_\_ Dollars ( \$1,721,900.25 ), lawful money of the  
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

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

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



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

**PRINCIPAL**

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

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

(Signature & Title)

Attest: \_\_\_\_\_

(Signature & Title)

(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 or 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,

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

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

\_\_\_\_\_  
(Insert names of individuals signing on behalf or 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:

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

\_\_\_\_\_  
Clerk

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



## Addendum 2

To: Plan Holders; Dan Deeter, PE –Village Engineer  
From: Project Manager – T. Scott Creech, P.E.  
Section: HRG # 190242  
Subject: Hinsdale 2021 Infrastructure Project - Chicago Ave. Water Main Improvements – Ph-2  
Date: Addendum Release Date: January 19, 2021

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 –

See Attached updated BLR 12200a - Schedule of Prices to replace previous document and to be utilized for bid. Changes to this document reflect revisions noted below and shall be utilized for Bid submittal.

See Attached BLR 12200 – Sheet 2 with Revised Bid Year (per Addendum #1) for Inclusion in Bid Packets.

### Special Provisions -

For Special Provision PVC WATER MAIN, SPECIAL - Revised the first (1st) paragraph to Read as follows:

#### **PVC WATER MAIN, SPECIAL**

*Proposed water main located within the construction segment from Lincoln St. to Grant St. shall be PVC Certa-Lok (coupled joint) pipe following Village specifications and shall be furnished with Nitrile (NBR-Acrylonitrile Butadiene) gaskets or approved equal. See Schedule of Quantities plan sheet for quantities and locations. This work shall be performed in accordance with Section 561 of the Standard Specifications, Division IV of the Standard Specifications for Water and Sewer Main Construction in Illinois and Section 500 of the Village of Hinsdale Required Improvements, Engineering Design Standards, and Standard Details.*

#### **DRAWINGS – Sheet #'s 5 thru 7 of 29.**

Remove Sheets 5 thru 7 from the plans and replace with the revised sheets with clouded revisions.

### **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:

Acknowledge By:

Printed/Typed Name:

Date:

*John Neri Const Co, Inc.*  
*Nicholas Neri*  
*Nicholas Neri*  
*01/20/2021*

**END OF ADDENDUM NO. 2**

J:\2019\190242\Design\Spec\WATER-MAIN\Water\_Main-PHASE\_2\Addendum-2\addm-02\_011921\_Addendum-1\_Hinsdale\_2021\_InfrastructureImprovements-02.docx

ChicagoAve.Water\_Main-Phase-



HRGreen

## Addendum 1

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To: Plan Holders; Dan Deeter, PE –Village Engineer  
From: Project Manager – T. Scott Creech, P.E.  
Section: HRG # 190242  
Subject: Hinsdale 2021 Infrastructure Project - Chicago Ave. Water Main Improvements – Ph-2  
Date: Addendum Release Date: January 15, 2021

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

### GENERAL CLARIFICATIONS – N/A

### SPECIFICATIONS –

Updated BLR – 12200 (page 2) – Corrected Year for Bid Receipt and Opening Date: Sealed proposals shall be received and opened on January 22, 2021.

See attached updated BLR 12200a - Schedule of Prices to replace previous document and to be utilized for bid.

### Special Provisions -

REVISE Class C & D Patches, 10" to read as follows:

#### CLASS C PATCHES, 8"

*This work shall consist of the removal of pavement or temporary aggregate to an approximate depth of 12" to attain proposed subgrade elevations for the 8" patching depth. This work shall only be completed in the designated areas as determined by the Engineer in the field.*

*The work associated with the existing concrete pavement base course, patching will be paid for at the contract unit price per SQUARE YARD for CLASS C PATCHES, 8" which price shall include saw cutting, the removal of pavement or temporary aggregate, the removal and disposal of any surplus material, furnish and placement of dowel bars/reinforcement bars, and placement of the specified P.C.C. patch material to the depth of 8".*

For Special Provision PVC WATER MAIN, SPECIAL - Revised the second (2<sup>nd</sup>) paragraph to Read as follows:

*The work shall consist of excavation; bracing; bedding and cover; pipe joint restraint; trench dewatering; trench backfilling with excavated materials; testing; disinfecting; finish grading; ~~removal and disposal of waste excavated materials~~; protection; replacement or repair of existing utilities. Removal and disposal of waste excavated materials from this area identified as Non-Special Waste shall be disposed of Non-Special Waste Disposal, as bid price per Cubic Yard.*

#### KEEPING THE ROADWAY OPEN TO TRAFFIC

REVISE Special Provision by adding following paragraph after the fifth paragraph in the Section:

Per Village of Hinsdale Standard Detail No. 26 for Pavement Patching - Sheet 3 (see Plan Sheet 25 (Detail Sheet 3, Note 3): A steel plate shall be placed over the patch after the completion of the concrete placement. The Steel Plate shall be fixed in place and appropriate warning devices shall be erected. In the event of significant pavement slope or when the plate is moving due to traffic, cold patch shall be used to ramp the plate to hold it in place. All labor, materials, and equipment required to provide plating over CLASS C PATCHES, 8" or any other trench construction work required to keep the roadway open to traffic will be paid for and shall be included in the Contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

**DRAWINGS – Sheet #'s 5 thru 22 of 29.**

Remove Sheets 5 thru 22 from the plans and replace with the revised sheets with clouded revisions.

**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 Const. Co., Inc.

Acknowledge By:

Nicholas Neri Pres.

Printed/Typed Name:

Nicholas Neri

Date: 1-15-2021

**END OF ADDENDUM NO. 1**

\\hrgreen.com\HRG\Data\2018\190242\Design\Spec\WATER-MAIN\Water\_Main-PHASE\_2\Addendum-1\addm-01\_011521\_Addendum-1\_Hinsdale\_2021\_Infrastructure\improvements-ChicagoAve.Water\_Main-Phase-02.docx

## SCHEDULE OF PRICES

VILLAGE OF  
HINSDALE

County COOK  
 Local Public Agency VILLAGE OF HINSDALE  
 Section 18-00097-00-FP  
 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	Phase 2 Quantity	Add Alt. Bid #1 Quantities	Unit Price	Phase 2 Total	Add Alt. Bid #1 Total
1	TREE REMOVAL, ACRES	ACRE		0.02	\$ 72,000.00	\$ -	\$ 1,440.00
2	TREE TRUNK PROTECTION	EACH	31	10	\$ 150.00	\$ 4,650.00	\$ 1,500.00
3	TREE ROOT PRUNING	FOOT	310	100	\$ 4.00	\$ 1,240.00	\$ 400.00
4	TRENCH BACKFILL	CU YD	4,331	1,278	\$ 1.00	\$ 4,331.00	\$ 1,278.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	339	85	\$ 28.00	\$ 9,492.00	\$ 2,380.00
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	290	165	\$ 9.00	\$ 2,610.00	\$ 1,485.00
7	NITROGEN FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
8	PHOSPHORUS FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
9	POTASSIUM FERTILIZER NUTRIENT	POUND	4	3	\$ 5.00	\$ 20.00	\$ 15.00
10	MULCH, METHOD 3	ACRE	0.06	0.04	\$ 15,000.00	\$ 900.00	\$ 600.00
11	SODDING (SPECIAL)	SQ YD	290	165	\$ 15.00	\$ 4,350.00	\$ 2,475.00
12	SUPPLEMENTAL WATERING	UNIT	13	7	\$ 1.00	\$ 13.00	\$ 7.00
13	TEMPORARY EROSION CONTROL SEEDING	POUND	6	4	\$ 15.00	\$ 90.00	\$ 60.00
14	PERIMETER EROSION BARRIER	FOOT	568	302	\$ 3.00	\$ 1,704.00	\$ 906.00
15	INLET FILTERS	EACH	36	14	\$ 100.00	\$ 3,600.00	\$ 1,400.00
16	AGGREGATE BASE COURSE, TYPE B (4")	SQ YD	3,571	860	\$ 4.25	\$ 15,176.75	\$ 3,655.00
17	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	3		\$ 150.00	\$ 450.00	\$ -
18	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	18	12	\$ 90.00	\$ 1,620.00	\$ 1,080.00
19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,539	100	\$ 10.50	\$ 16,159.50	\$ 1,050.00
20	DETECTABLE WARNINGS	SQ FT	20		\$ 45.00	\$ 900.00	\$ -
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	21	12	\$ 22.00	\$ 462.00	\$ 264.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	195	80	\$ 6.00	\$ 1,170.00	\$ 480.00
23	SIDEWALK REMOVAL	SQ FT	1,597	100	\$ 2.00	\$ 3,194.00	\$ 200.00
24	CLASS C PATCHES, 8 INCH	SQ YD	3,389	848	\$ 68.00	\$ 230,452.00	\$ 57,664.00
25	STORM SEWERS, CLASS B, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT		40	\$ 52.00	\$ -	\$ 2,080.00
26	STORM SEWERS, CLASS B, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT		55	\$ 55.00	\$ -	\$ 3,025.00
27	STORM SEWER TO BE FILLED	FOOT		94	\$ 15.00	\$ -	\$ 1,410.00
28	WATER VALVES 4"	EACH	4		\$ 900.00	\$ 3,600.00	\$ -
29	WATER VALVES 6"	EACH	2		\$ 1,100.00	\$ 2,200.00	\$ -
30	WATER VALVES 8"	EACH	10	5	\$ 2,000.00	\$ 20,000.00	\$ 10,000.00
31	WATER VALVES 10"	EACH	2		\$ 2,800.00	\$ 5,600.00	\$ -
32	WATER VALVES 12"	EACH	7	2	\$ 3,200.00	\$ 22,400.00	\$ 6,400.00
33	FIRE HYDRANTS TO BE REMOVED	EACH	4	4	\$ 750.00	\$ 3,000.00	\$ 3,000.00
34	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5	3	\$ 6,400.00	\$ 32,000.00	\$ 19,200.00
35	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME & GRATE	EACH		1	\$ 3,200.00	\$ -	\$ 3,200.00
36	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH		1	\$ 1,450.00	\$ -	\$ 1,450.00

# RETURN WITH BID

## SCHEDULE OF PRICES

# VILLAGE OF HINSDALE

County COOK  
Local Public Agency VILLAGE OF HINSDALE  
Section 1B-00097-00-FP  
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	Phase 2 Quantity	Add Alt. Bid #1 Quantities	Unit Price	Phase 2 Total	Add Alt. Bid #1 Total
37	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH		2	\$ 1,550.00	\$ -	\$ 3,100.00
38	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	14	5	\$ 2,950.00	\$ 41,300.00	\$ 14,750.00
39	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	2	\$ 3,600.00	\$ 28,800.00	\$ 7,200.00
40	VALVE VAULTS TO BE REMOVED	EACH	19	2	\$ 300.00	\$ 5,700.00	\$ 600.00
41	VALVE BOX	EACH	5		\$ 375.00	\$ 1,875.00	\$ -
42	VALVE BOXES TO BE REMOVED	EACH	1		\$ 200.00	\$ 200.00	\$ -
43	REMOVING MANHOLES	EACH		1	\$ 350.00	\$ -	\$ 350.00
44	REMOVING INLETS	EACH	1		\$ 125.00	\$ 125.00	\$ -
45	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	195	80	\$ 42.00	\$ 8,190.00	\$ 3,360.00
46	MOBILIZATION	L SUM	1		\$ 162,500.00	\$ 162,500.00	\$ -
47	NON-SPECIAL WASTE DISPOSAL	CU YD	749		\$ 5.00	\$ 3,745.00	\$ -
48	SOIL DISPOSAL ANALYSIS	EACH	1		\$ 5.00	\$ 5.00	\$ -
49	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1		\$ 5.00	\$ 5.00	\$ -
50	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	10		\$ 5.00	\$ 50.00	\$ -
51	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		\$ 5.00	\$ 5.00	\$ -
52	WATER MAIN TO BE ABANDONED, 4"	EACH	2		\$ 750.00	\$ 1,500.00	\$ -
53	WATER MAIN TO BE ABANDONED, 6"	EACH	2	2	\$ 900.00	\$ 1,800.00	\$ 1,800.00
54	WATER MAIN TO BE ABANDONED, 8"	EACH	2		\$ 1,200.00	\$ 2,400.00	\$ -
55	WATER MAIN TO BE ABANDONED, 12"	EACH	14	3	\$ 1,400.00	\$ 19,600.00	\$ 4,200.00
56	WATER MAIN REMOVAL, 10"	FOOT	14		\$ 10.00	\$ 140.00	\$ -
57	PRESSURE CONNECTION, 8"	EACH	1		\$ 4,800.00	\$ 4,800.00	\$ -
58	WATER MAIN 4" (DIRECT CONNECTION)	EACH	4		\$ 1,200.00	\$ 4,800.00	\$ -
59	WATER MAIN 6" (DIRECT CONNECTION)	EACH	3	4	\$ 1,400.00	\$ 4,200.00	\$ 5,600.00
60	WATER MAIN 8" (DIRECT CONNECTION)	EACH	6	1	\$ 1,750.00	\$ 10,500.00	\$ 1,750.00
61	WATER MAIN 10" (DIRECT CONNECTION)	EACH	2		\$ 2,100.00	\$ 4,200.00	\$ -
62	WATER MAIN 12" (DIRECT CONNECTION)	EACH	2	1	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00
63	PVC WATER MAIN 4"	FOOT	57		\$ 106.50	\$ 6,070.50	\$ -
64	PVC WATER MAIN 6"	FOOT	75	45	\$ 114.50	\$ 8,587.50	\$ 5,152.50
65	PVC WATER MAIN 8"	FOOT	273	198	\$ 122.50	\$ 33,442.50	\$ 24,255.00
66	PVC WATER MAIN 10"	FOOT	85		\$ 141.50	\$ 12,027.50	\$ -
67	PVC WATER MAIN 12"	FOOT	2,996	975	\$ 136.50	\$ 408,954.00	\$ 133,087.50
68	WATER SERVICE RECONNECTION	EACH	24	4	\$ 2,350.00	\$ 56,400.00	\$ 9,400.00
69	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	24	4	\$ 200.00	\$ 4,800.00	\$ 800.00
70	WATER SERVICE LINE, 1 1/2"	FOOT	840	136	\$ 1.00	\$ 840.00	\$ 136.00
71	WATER SERVICE LINE, 2"	FOOT	23		\$ 30.00	\$ 690.00	\$ -
72	WATERMAIN CASING WITH SPACERS	FOOT	230	160	\$ 10.00	\$ 2,300.00	\$ 1,600.00

### SCHEDULE OF PRICES

## County COOK

Local Public Agency VILLAGE OF HINSDALE

Section 18-00097-00-FP

Route VARIOUS

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total
	BASE BID =	\$ 1,368,352.75
	ADD ALT. BID #1 =	\$ 353,547.50
	BASE BID & ADD ALT. BID #1 =	\$ 1,721,900.25

### Schedule for Single Bid

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

### Bidder's Proposal for making Entire Improvements

[illegible]



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 January 22, 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 January 22, 2020  
Address Time Date

DESCRIPTION OF WORK

Name CHICAGO AVE. WATER MAIN IMPROVEMENTS (PH-2) Length: 4,600 feet ( 0.87 miles)  
Location Chicago Ave. from IL 83 (Kingery Hwy.) to west of Washington Street  
Proposed Improvement Consists of Utility improvements, including 12" water main reconstruction with services, valving, and chlorination/testing; patching, 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 \$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  
Local Public Agency VILLAGE OF HINSDALE  
Section Number N/A  
Route CHICAGO AVE.- WATER MAIN IMPROVEMENTS - Phase 2

1. Proposal of JOHN NERI CONSTRUCTION CO., INC.  
770 W. FACTORY ROAD, ADDISON, IL 60101  
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 4,600 feet, of which a distance of 4,600 feet, ( 0.87 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 Wednesday January 6, 2021
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 N/A working days or by July 16, 2021  
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% ( 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.

## RETURN WITH BID

### CONTRACTOR CERTIFICATIONS

County	<u>COOK</u>
Local Public Agency	<u>VILLAGE OF HINSDALE</u>
Section Number	<u>N/A</u>
Route	<u>CHICAGO AVE. - WATER MAIN IMPROVEMENTS - Phase 2</u>

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

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

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

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

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

RETURN WITH BID

SIGNATURES

County COOK  
 Local Public Agency VILLAGE OF HINSDALE  
 Section Number N/A  
 Route CHICAGO AVE. - WATER MAIN IMPROVEMENTS - Phase 2

(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 W. FACTORY ROAD  
ADDISON, IL 60101

Insert Names of Officers

President NICHOLAS NERI

Secretary ANTHONY NERI

Treasurer VINCENZINA NERI

Attest:

Anthony Neri  
ANTHONY NERI, Secretary



### RETURN WITH BID

Route VARIOUS  
County COOK  
Local Agency VILLAGE OF HINSDALE  
Section Chicago Ave. Water Main-Ph2

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 22nd day of January, 2021

## Principal

John Neri Construction Co., Inc.

By: Nicholas Neri  
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 affixed.)

Ohio Farmers Insurance Company  
(Name of Surety)

## Surety

By: William Reidinger  
William Reidinger  
(Signature of Attorney-in-Fact)

STATE OF Illinois

COUNTY OF DuPage

I, 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 22nd day of January, 202

My commission expires April 23, 2024

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]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date \_\_\_\_\_

General  
Power  
of Attorney

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

CERTIFIED COPY

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  
**DONNA M. TYLER, HINA AZAM, WILLIAM P. REIDINGER, DONNA J. WRIGHT, KAREN E. BOGARD, JOSEPH HALLERAN, REBECCA R. ALVES, JOINTLY OR SEVERALLY**

of **SCHAUMBURG** and State of **IL** its true and lawful Attorney(s)-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.

**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 12th day of **FEBRUARY** A.D., 2013.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Dennis P. Baus*

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 12th day of **FEBRUARY** A.D., 2013, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; 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



*William J. Kahelin*

**William J. Kahelin, 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 22nd day of January, A.D., 2021.



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**



## Local Agency Proposal Bid Bond

County COOK

Local Agency VILLAGE OF HINSDALE

Section Chicago Ave. Water Main-Ph2

**RETURN WITH BID**

## PAPER BID BOND

WE \_\_\_\_\_ as PRINCIPAL,

and \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_

Principal

(Company Name)

(Company Name)

By:

By:

(Signature and Title)

(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 affixed.)

## Surety

By:

(Name of Surety)

(Signature of Attorney-in-Fact)

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 & 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 \_\_\_\_\_ day of \_\_\_\_\_

My commission expires

(Notary Public)

**ELECTRONIC BID BOND**

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

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

RETURN WITH BID



Affidavit of Illinois Business Office

County DuPage  
Local Public Agency VILLAGE OF HINSDALE  
Section Number N/A  
Route Chicago Ave. Ph-2

State of ILLINOIS )  
 ) ss.  
County of DUPAGE )

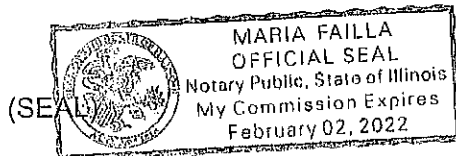
I, NICHOLAS NERI of LONG GROVE, ILLINOIS,  
(Name of Affiant) (City of Affiant) (State of Affiant)

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, PRESIDENT  
(Print Name of Affiant)

This instrument was acknowledged before me on 22<sup>ND</sup> day of JANUARY, 2021.



Maria Failla  
(Signature of Notary Public)





Public Services & Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** Chicago Avenue Water Main Improvement Project – Phase 2  
Construction Observation Contract

**MEETING DATE:** February 2, 2021

**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 2 to HR Green, Inc. in the amount not to exceed \$121,980.

**Background**

On 08/06/19, the Board of Trustees approved the Chicago Avenue Water Main Improvement Project design services contract to HR Green. 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 projects, staff recommends approving HR Green for the construction observation portion of the Chicago Avenue Water Main Improvement Project Phase 2. This contract was reviewed by the Village Attorney.

**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 2.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Contract with HR Green

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
Chicago Avenue Water Main  
Improvement Project – Phase 2  
Construction Observation

## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021 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 2 Construction Observation Engineering (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal dated January 26, 2021 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 2 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, 2021.

### **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 January 26, 2021, 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 \$121,980.

### **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 there from 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 \_\_\_\_\_ 2021

**Engineering Consultant**

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2021

**The Village of Hinsdale, Illinois**

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

Kathleen A. Gargano, Village Manager



**EXHIBIT A – HR GREEN PROPOSAL FOR CHICAGO WATER MAIN IMPROVEMENTS**  
**PHASE 2 PROJECT – CONSTRUCTION OBSERVATION**  
**DATED: January 26, 2021**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Hinsdale – 2021 Infrastructure Improvement Plans:  
Chicago Ave. Watermain Improvements (phase 2):  
from IL-83 To Garfield St.**

**Construction Observation (Full-Time)**

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

T. Scott Creech, P.E.  
HR Green, Inc.  
323 Alana Drive  
New Lenox, IL 60451  
HR Green Project Number: 191783.01

January 26, 2021

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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 water main (PVC & Ductile Iron), water valves in vaults and boxes, fire hydrants with auxiliary valves, new water services, and required testing and chlorination. 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 2 Project, located in the Village are detailed within this contract/proposal.

The Chicago Ave. Water Main PH 2 Project includes improvements at the following street segments within the Village of Hinsdale:

- Chicago Avenue from Washington St. to IL-83

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 2 Project is a completion day contract with an anticipated start on or around *April 5, 2020 and project completion by July 16, 2021*, 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 74 days in the field (April 5, 2021 – July 16, 2021) for the Chicago Ave. PH II Water Main Improvements Project.* 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 (IDOT) 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, 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 administrative functions 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 Agreement

Anticipated Project Schedule:

- *WM Local Bid Opening – January 22, 2021*
- *WM Construction Start – April 5, 2021*
- *WM Construction Completion - July 16, 2021*
- *Project Closeout – August 30, 2021*

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

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

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

\*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. SEECO Consultants 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 contractors 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 service 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 that 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 attorneys' fees.

### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services 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 service 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 **\$121,980.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
<b>2.1 Construction Observation</b>				
Field Observation & Admin, Pre-Con. Mtg. (2)	746	\$ 113,220.00	\$ 2,760.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			\$ 6,000.00
<b>Subtotals:</b>	746	\$ 113,220.00	\$ 2,760.00	\$ 6,000.00
<b>Contract Total:</b>			<b>\$ 121,980.00</b>	

**(1) Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

**(2) Construction Observation Services** are based on estimated (80 R.E. + 15 P.M = 95 Trips) Field Observation Days (74 contractor working days + 6 punch list & close out days). Also includes P.M. attendance at 15 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 attorneys' 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 attorneys' 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 a 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 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 attorneys' 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, P.E. Project Manager

Approved by:

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

Title: Vice President

Date:

1/26/2021

VILLAGE OF HINSDALE

Accepted by:

Printed/Typed Name:

Title:

Date:

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

**AGENDA SECTION:** First Read - EPS

**SUBJECT:** Brush Hill Ceiling Repairs

**MEETING DATE:** February 2, 2021

**FROM:** Jim Piontkowski, Building Maintenance Supervisor  
Garrett Hummel, Administrative Analyst

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**Recommended Motion**

Award a contract for Brush Hill Train Station Ceiling Repairs to Smith Plastering Inc., in the amount of \$9,250.

**Background**

On the evening of November 13, 2020, the electric heat panels in the ceiling of the Brush Hill Train Station fell from their tracks. The panels were located on the north, south, and west section of the ceiling and provided heat to the waiting room. Public Services staff concluded accident was likely caused due to the years of vibration caused by the passing trains. When the heating panel track in the northwest corner failed, it pulled the other heat panels down as well. This caused at least half the ceiling to cave in including the plaster, molding and drywall. Fortunately, nobody was injured during the ceiling collapse.

The area was cleaned and made safe for travelers. Temporary heat was installed for the winter months. Public Services staff requested proposals from several carpentry/plaster contractors to make the necessary repairs to the damaged ceiling. The Village received three (3) qualified proposals from the following companies: Smith Plastering Inc., Kelly Plastering Company, and CRB Commercial Interiors Inc.

**Discussion & Recommendation**

Public Services staff recommends accepting the proposal from Smith Plastering Inc. in the amount of \$9,250. Smith Plastering will remove and replace ceiling insulation, lath and plaster the sections of the ceiling where the plaster fell, and replace the missing cornice molding. If approved, the work would be completed over the next month.

**Budget Impact**

The \$9,250 for this project would be charged to the Building Maintenance Division (Account 4400-7299). These are emergency repairs but there are funds available.

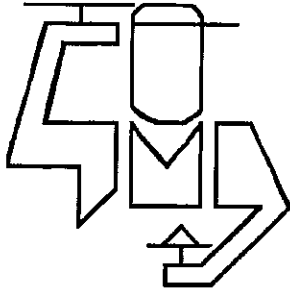
	Smith Plastering	Kelly Plastering Company	CRB Commercial Interiors
<b>Total Bid</b>	\$9,250	\$13,240	\$23,296

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Smith Plastering Inc. Proposal



**SMITH PLASTERING INC.  
18781 FOREST VIEW LANE  
LANSING, IL. 60438**

**(708) 418-5200**

**(708) 418-5200 FAX**

[roger@smithplastering.net](mailto:roger@smithplastering.net)

**SINCE 1947**

**PROPOSAL**

December 8, 2020

FOR: VILLAGE OF HINSDALE  
19 E. CHICAGO AVE.  
HINSDALE, IL. 60521

LOCATION: TRAIN STATION  
25 E. HINSDALE RD  
HINSDALE, IL.

I HEREBY PROPOSE TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY AS FOLLOWS

**CEILING PERIMETER**

- REMOVE AND REPLACE INSULATION IN THE CEILINGS WHERE THE HEATERS ARE LOCATED
- INSTALL 1/4 INCH CEMENT BOARD IN THE CEILING WHERE THE HEATERS ARE LOCATED

**PLASTER CEILING**

- REPLACE ANY DAMAGED OR MISSING INSULATION
- LATH AND PLASTER THE CEILING THE SECTION OF THE CEILING WHERE THE PLASTER HAS FALLEN DOWN
- REPLACE THE MISSING CORNICE MOLDING
- REPAIR ONE ADDITIONAL SECTION OF PLASTER CEILING THAT IS LOOSE

ALL THE ABOVE WORK WILL BE COMPLETED IN SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF  
NINE THOUSAND TWO HUNDRED FIFTY DOLLARS  
(\$9,250.00)

THE ENTIRE AMOUNT OF THE CONTRACT IS TO BE PAID UPON COMPLETION OF THE PLASTERING. FINANCE CHARGES OF 1% PER MONTH WILL BE CHARGED ON ANY UNPAID BALANCE

RESPECTFULLY SUBMITTED,

ROGER DYKSTRA

**ACCEPTED**

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL THE MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED ABOVE PROPOSAL. FOR WHICH I AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL AND ACCORDING TO THE TERMS HEREOF.

ACCEPTED: PER \_\_\_\_\_

DATE \_\_\_\_\_



























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

**AGENDA SECTION:** First Read - EPS

**SUBJECT:** Brush Hill Train Station Heating Installation

**MEETING DATE:** February 2, 2021

**FROM:** Jim Piontkowski, Building Maintenance Supervisor  
Garrett Hummel, Administrative Analyst

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**Recommended Motion**

Award Heating and Cooling Installation Contract for Brush Hill Train Station to Sendra Services Corp., for the purchase and installation of HVAC equipment in the amount of \$11,149.71.

**Background**

On the evening of November 13, 2020, the electric heat panels in the ceiling of the Brush Hill Train Station fell from their tracks. The panels were located on the north, south, and west section of the ceiling and provided heat to the waiting room. Public Services staff concluded accident was likely caused due to the years of vibration caused by the passing trains. When the heating panel track in the northwest corner failed, it pulled the other heat panels down as well. This caused at least half the ceiling to cave in including the plaster, molding and drywall. Fortunately, nobody was injured during the ceiling collapse.

The area was cleaned and made safe for travelers. Temporary heat was installed for the winter months. Public Services staff explored a variety of solutions for a new heating setup. Staff recommends moving away from the overhead heating panel design and into a setup that includes two wall mounted heating/cooling units.

Public Services staff requested proposals from several HVAC contractors. The Village received three (3) qualified proposals from the following companies: Sendra Services Corp., Volt Electric Inc., and Oak Brook Mechanical Services Inc.

**Discussion & Recommendation**

Public Services staff recommends accepting the proposal from Sendra Services Corp. in the amount of \$11,149.71. Sendra Services will install two new wall mounted heating/cooling units. These units will provide heat as well as air conditioning for the first time to the Brush Hill Station. The units would be installed on the south wall near the floor with the majority of the unit located outside of the station. If approved, the work would be completed over the next month.

**Budget Impact**

The \$11,149.71 for this project would be charged to the Building Maintenance Division (Account 4400-7299). These are emergency repairs but there are funds available.

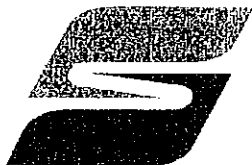
	Sendra Services	Volt Electric	Oak Brook Mechanical
<b>Total Bid</b>	\$11,149.71	\$11,320.00	\$14,608.00

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Sendra Services Corp. Proposal



# Sendra Service Corp.

9930 W 190<sup>th</sup> St unit D  
Mokena, IL 60448  
OFFICE (815) 462-0061

**Date:** 12/11/2020 R

(RR-01182)

**Location:** Hinsdale train station

**Attn:** Jim P

**Job description:** Electric heater install

Sendra Service is pleased to propose the following quotation:

- Furnish (2) (PTAC) wall unit models as requested Amana or carrier type sized for room
- Work with carpenter or village to set sleeves and install in door shown
- Provide electrical demo from existing heaters to contactors
- Rework three existing heater feeds to contactors
- Furnish and install conduit, supports, wire and terminations for new feeds to new heaters
- Provide startup of new units and check for operation
- Check for proper operation

**Price for scope listed above...\$ 11,149.71**

## Clarifications

Drywall, permits, carpentry, woodwork, lighting, painting are by others,

## Exclusions are as follows,

Bonds, permits, inspection fees, any work outside scope of work

-----  
Customer acceptance

-----, Respectfully Submitted by, Robert Raycroft.  
Prices are valid for 30 days.

Robert Raycroft – Project Manager  
Sendra Service Corp.  
Office 815-462-0061  
Cell 815-530-6123  
Email: r.raycroft@sendraservice.com

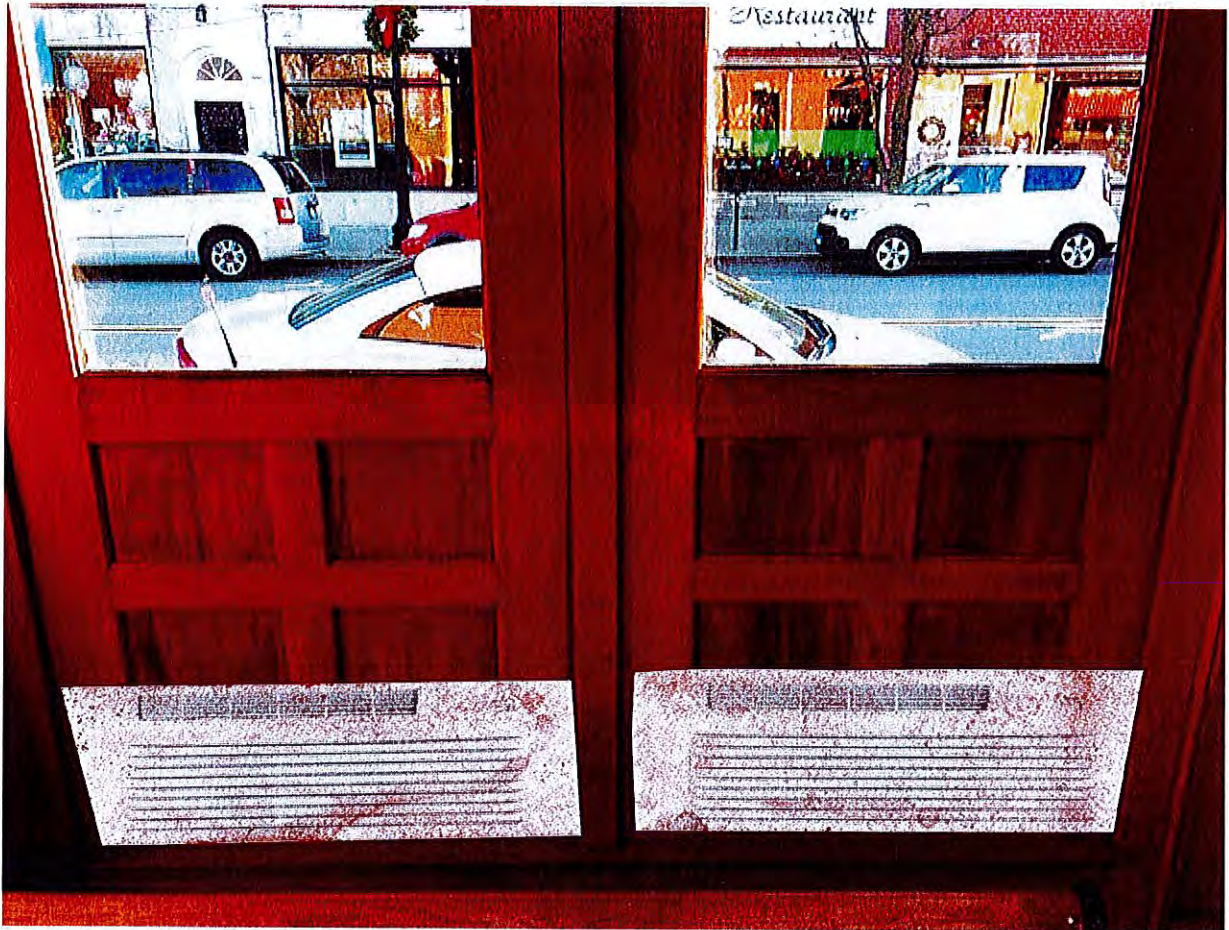


## TERMS AND CONDITIONS

1. **REMITTANCES** - All invoices shall be due upon receipt and payable in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Sendra Service Corporation (hereinafter called "Seller"). The Customer, if so requested, agrees to furnish Seller with all information necessary to make a proper credit appraisal, including financial statements, Tax ID number, bank account information, and credit references. A Customer's refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** - Proposals are based upon straight-time labor unless otherwise stated within the scope of the proposal. Any request by the Customer for overtime work shall be considered an extra to the proposal. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** - Seller reserves the right to invoice Customer monthly as the work progresses, for all labor and materials delivered to the job site or to an off-site facility and for all work performed on-site or off-site. Engineering, drafting, equipment procurement, and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to a minimum of twenty five percent (25%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any payment, Seller shall be entitled to suspend work, shall be entitled to interest at the rate of 1½% per month or the maximum permitted by the State of Illinois, and to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that Customer will pay Seller for all reasonable legal fees that are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** - Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Seller an appropriate cancellation or adjustment charge.
5. **TAXES** - The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or the Customer, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** - Seller shall not be liable for any loss, damage, or delay occasioned by any cause beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES TO CUSTOMER FOR ANY REASON.
7. **WARRANTY** - Seller warrants that the equipment supplied and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** - The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. **REMEDIES OF SELLER** - Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials.
10. **GOVERNING LAW** - Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
11. **ACCEPTANCE OF TERMS** - This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
12. **WRITING REQUIRED TO MODIFY TERMS** - No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.









## PACKAGE TERMINAL AIR CONDITIONER (PTAC) AND HEAT PUMP

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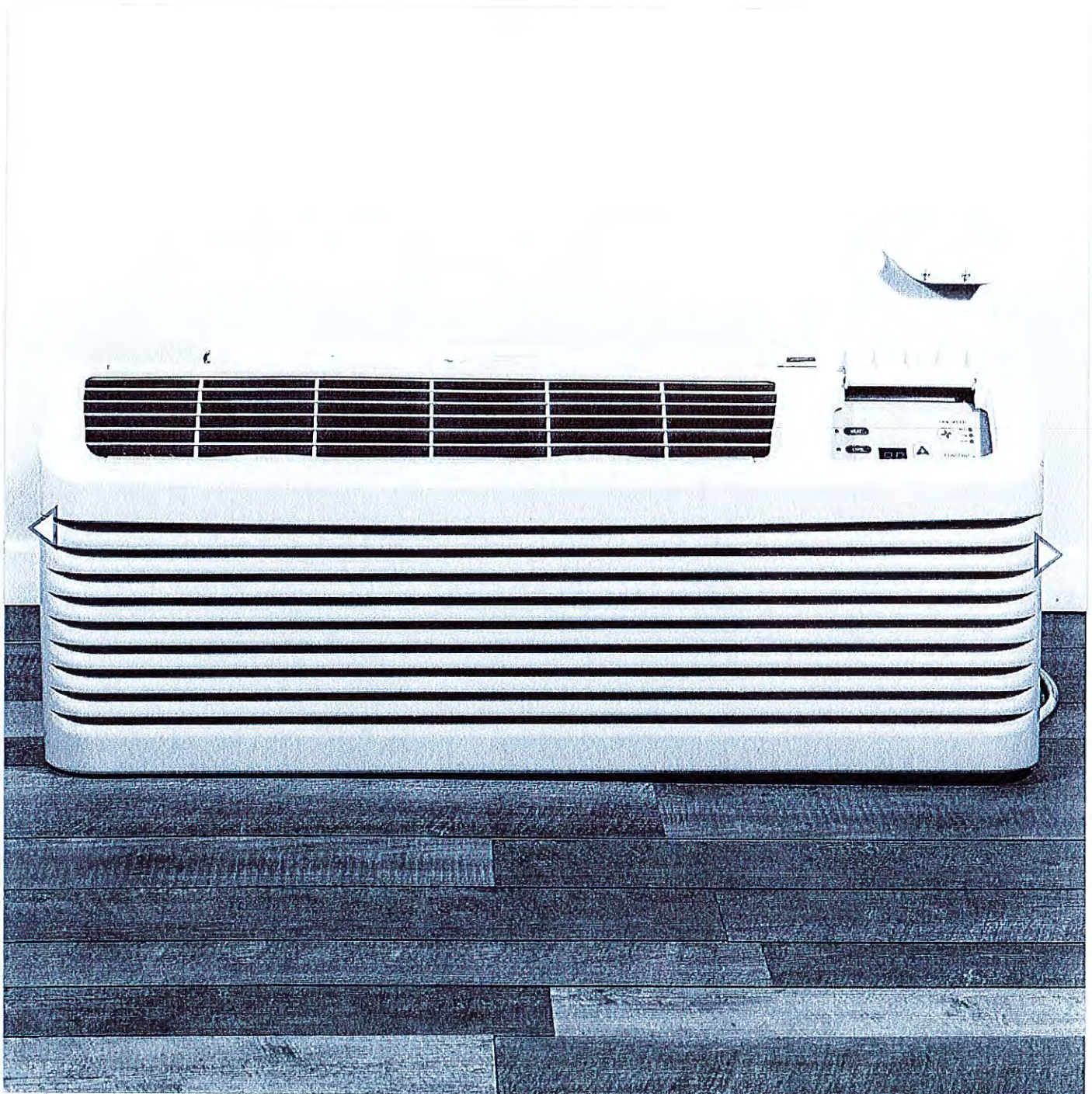
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REQUEST FOR BOARD ACTION  
Community Development

**AGENDA SECTION:** First Reading – ZPS

**SUBJECT:** Major Adjustment to the Exterior Appearance of a Two-Story Commercial Building at 26-38 E. First Street in the B-2 Central Business District – Garfield Crossing – Case A-33-2020

**MEETING DATE:** February 2, 2021

**FROM:** Nathan Parch, Interim Village Planner

---

**Recommended Motion**

Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance Plan for Façade Changes – Garfield Crossing – 26-38 E. First Street

**Background**

The Village of Hinsdale has received a major adjustment application from the new owner of the Garfield Crossing commercial building, Hinsdale LM Properties, LLC, requesting to change a portion of the front and rear façade at the west end of the building. The request will accommodate a new retail tenant, Circa Lighting, who intends to occupy the combined space recently vacated by Kaehler Fine Travel Goods (28 E. First St.) and the space currently occupied by Verizon (26 E. First St.). The Verizon store will move to a vacant space at 34 E. First St. within the same building. Circa Lighting is a national lighting company with over 20 showroom locations across the country.

For historical context, the Garfield Crossing development was approved by the Village Board on May 23, 2013 per Ordinance No. O2013-12, which approved exterior appearance and site plan review for the proposed project. The current request for a major adjustment proposes the following:

- 1) Remove the muntins and vertical mullions from the front storefront windows at 26 and 28 E. First St. in order to match the window design at 30 E. First St.;
- 2) Remove the awnings from the storefronts at 26, 28, and 30 E. First St.;
- 3) Remove the separate entrance doors to 26 and 28 E. First St. along with the narrow portion of brick between them and replace with a single new entrance comprised of glass double doors and side windows;
- 4) Remove rear door and adjacent window at 26 E. First St. and replace with glass double doors and windows to allow for rear loading;
- 5) Maintain black window/door framing and brick color – no change in color from existing;
- 6) Relocate existing Verizon wall sign from 26 E. First St. to 34 E. First St.;
- 7) Install Circa Lighting wall sign above new front entrance to 26/28 E. First St. consistent with the other wall signs – requires separate approval for new sign; and
- 8) Replace the four gooseneck exterior light fixtures at 26/28 E. First St. with new fixtures from Circa Lighting's collection of exterior fixtures.

On December 17, 2020, Plan Commission (PC) Chairman Cashman recommended to staff that the Plan Commission should review the major adjustment application due to the

building's proximity to the Historic Downtown District and visual nature of the proposed changes. He also recommended that the Historic Preservation Commission (HPC) review the application. On December 17, 2020, HPC Commissioner Prisby commented that he had no initial concerns, except that the interior lighting, after business hours, should be discussed.

At the January 5, 2021, Village Board meeting, Village Trustees referred this application to the January 6, 2021 HPC and January 13, 2021 PC meetings.

**Discussion & Recommendation**

The HPC reviewed the application on January 6, 2021, and after clarifying with the applicant that the proposed front entrance would be recessed at the current door location, the HPC unanimously recommended approval for the request as submitted, 6-0, (1 absent). The PC reviewed the application on January 13, 2021 and unanimously recommended approval for the request with the condition that the new exterior light fixtures be dimmable, 8-0, (1 absent). The representative in attendance for Circa Lighting confirmed that the exterior fixtures would be dimmable, and clarified only the lights in the display windows would remain illuminated in the evening. All other interior lighting, except for emergency lighting, would not be illuminated after store hours.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

Ordinance

The following related materials were provided for this item to the Board of Trustees on January 5, 2021 and are available on the Village website here: [VBOT 21 01 05.pdf \(revize.com\)](#).

1. Major Adjustment Application
2. Zoning Map and Project Location
3. Street View of proposed area for façade change
4. Birds Eye View of Garfield Crossing
5. Ordinance O2013-12 (Approved Exterior Appearance/Site Plan, approved May 23, 2013)

## VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO AN EXTERIOR APPEARANCE PLAN FOR FAÇADE CHANGES – GARFIELD CROSSING – 26-38 E. FIRST STREET

**WHEREAS**, the Village of Hinsdale received an application (the "Application") from applicant Hinsdale LM Properties, LLC (the "Applicant") for a major adjustment to the previously approved exterior appearance plan ("Previously Approved Exterior Appearance Plan") for the existing two-story commercial property located at 26-38 E. First Street, Hinsdale, Illinois (the "Subject Property"); and

**WHEREAS**, the Applicant seeks changes to the front and rear facades at the west end of the building as preparation for a new tenant to take over space previously occupied by two (2) other tenants. Specific changes include:

- 1) Removing the muntins and vertical mullions from the front storefront windows at 26 and 28 E. First St. in order to match the window design at 30 E. First St.;
- 2) Removing the awnings from the storefronts at 26, 28, and 30 E. First St.;
- 3) Removing the separate entrance doors to 26 and 28 E. First St. along with the narrow portion of brick between them and replacing with a single new entrance comprised of glass double doors and side windows;
- 4) Removing the rear door and adjacent window at 26 E. First St. and replacing with glass double doors and windows to allow for rear loading;
- 5) Maintaining black window/door framing and brick color – no change in color from existing;
- 6) Relocating existing Verizon wall sign from 26 E. First St. to 34 E. First St.;
- 7) Installing wall sign for new tenant Circa Lighting above new front entrance to 26/28 E. First St. consistent with the other wall signs (requires separate approval for new sign); and
- 8) Replacing the four gooseneck exterior light fixtures at 26/28 E. First St. with new fixtures from Circa Lighting's collection of exterior fixtures.

Collectively, the various changes sought are the "Façade Changes." The Façade Changes are depicted in the revised Exterior Appearance Plan attached hereto as **Exhibit A** and made a part hereof (the "Revised Exterior Appearance Plan"); and

**WHEREAS**, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended. The Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on January 13, 2021. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the Revised Exterior Appearance Plan showing the Façade



Changes, on the condition that the new exterior light fixtures be dimmable. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Revised Exterior Appearance Plan was also reviewed by the Historic Preservation Commission. The Historic Preservation Commission, after considering all of the matters related to the Application, recommended, on a vote of six (6) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the Revised Exterior Appearance Plan showing the Façade Changes; and

**WHEREAS**, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the Application, and find the Application to be in substantial conformity with the Previously Approved Exterior Appearance Plan, and that the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review are satisfied, subject to the conditions stated in this Ordinance.

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

**SECTION 1: Recitals.** The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

**SECTION 2: Adoption of Findings and Recommendation.** The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation by reference as if fully set forth herein.

**SECTION 3: Approval of Major Adjustment to Exterior Appearance Plan.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-606 of the Hinsdale Zoning Code, approves the Façade Changes depicted in the Revised Exterior Appearance Plan attached to this Ordinance as **Exhibit A** and made a part hereof, as a Major Adjustment to the Previously Approved Exterior Appearance Plan, subject to the conditions set forth in Section 4 of this Ordinance. The Previously Approved Exterior Appearance Plan is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

**SECTION 4: Conditions on Approvals.** The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Revised Exterior Appearance Plan attached as **Exhibit A**.

- B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. Dimmable Exterior Lighting. The new exterior light fixtures must be dimmable

**SECTION 5: Violation of Condition or Code.** Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

**SECTION 6: Severability and Repeal of Inconsistent Ordinances.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 7: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and attested to by the Village Clerk this same day.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

**ATTEST:**

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

**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:**

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

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

Date: \_\_\_\_\_, 2021

**EXHIBIT A**

**REVISED EXTERIOR APPEARANCE PLAN**

**(ATTACHED)**

**EXHIBIT B**

**FINDINGS OF FACT OF THE PLAN COMMISSION**

**(ATTACHED)**

REQUEST FOR BOARD ACTION

Police Department

**AGENDA SECTION:** First Read - ZPS

**SUBJECT:** Purchase of Body Worn Camera's

**MEETING DATE:** February 2, 2021

**FROM:** Brian King, Chief of Police  
Thomas Lillie, Deputy Chief of Police

---

**Recommended Motion**

Approve the issuance of a purchase order to WatchGuard in the amount of \$42,249.50 to purchase the WatchGuard V300 Body Worn Camera (BWC) for police operations.

**Background**

The 2021 budget included funding for the Police Department to purchase body worn camera in this fiscal year. Illinois has since passed legislation in both houses that will require police departments to institute a body worn camera program.

**Discussion & Recommendation**

Reputable vendors of the in-car camera market were researched by village staff, including Panasonic, AXON, and WatchGuard. These vendors are market leaders within the industry and are known for their reliability, ease of use, and in-car integration. The police department's current in-car video and audio recording system is the WatchGuard system which was implemented in 2018. Leveraging a server and software that we currently own, the WatchGuard Body Camera system was significantly cheaper than those of their competitors.

Vender	Quote
WatchGuard	\$42,249.50
Axon	\$128,994
Panasonic	\$55,247

The WatchGuard BWC system meets the criterion outlined in the *Law Enforcement Officer-Worn Body Camera Act*, which includes pre-event recording and the ability to record for 10 hours or more. The total cost of the WatchGuard 4RE System is \$42,249.50 that includes 28 cameras for sworn police officers, maintenance and repair, server space, and an integrated evidence library that includes redaction software for FOIA requests. A three (3) year maintenance and support bundle is included with this cost. The implementation process will include on-site configuration, testing and training.

**Budget Impact**

The budget amount for this project is \$30,000. Staff's original request was for 16 body worn cameras to cover patrol operations. To be in compliance with the legislation staff is requesting 28 units to cover all sworn personnel including three spares for maintenance and repair. Protests, parade's and other major events where staffing exceeds 16 officers, would

not allow us to operate within the requirements set forth in the Body Worn Camera Act. Staff has applied for a \$10,000 Body Worn Camera Grant through our insurance carrier (IRMA) which will be reimbursed to the Village after purchase of equipment. There are funds available in the capital reserve to cover the remaining cost of \$2,249.50 dollars.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. WatchGuard Price Quote



## 4RE/VISTA Price Quote

CUSTOMER: Hinsdale Police Department

ISSUED: 1/26/2021 3:33 PM

EXPIRATION: 4/21/2021 3:00 PM

,  
",  
",

ATTENTION: Tom Lillie

SALES CONTACT: Dan Freveletti

PHONE: 630-789-7070

DIRECT:

E-MAIL:

E-MAIL:

daniel.freveletti@motorolasolutions.com

### V300 Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	28.00	\$995.00	\$200.00	\$22,260.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	2.00	\$95.00	\$0.00	\$190.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	8.00	\$295.00	\$0.00	\$2,360.00

#### VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-300-CAM-1ST	Warranty, V300 1st Year (Months 1-12) Included	28.00	\$0.00	\$0.00	\$0.00

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL50SRV-001	Evidence Library, Web Server Site License Key	1.00	\$1,000.00	\$1,000.00	\$0.00
SFW-4RE-DEV-FEE	Evidence Library, 4RE Annual Device License & Support Fee	12.00	\$195.00	\$195.00	\$0.00
SFW-BWC-DEV-FEE	Evidence Library, VISTA/V300 Annual Device License & Support Fee	28.00	\$195.00	\$45.00	\$4,200.00

#### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$420.00	\$420.00	\$0.00
					\$29,010.00

### Server Hardware and Options

#### Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-004	Server, EL5, Tower, 1-10 Concurrent Cars, 16TB, RAID 6, Windows 10, Keyboard, Monitor,	1.00	\$5,995.00	\$0.00	\$599.50

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Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778

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





## 4RE/VISTA Price Quote

Mouse					
WAR-SRV-TWR-5YR	Warranty, Tower Server, Extended Warranty to 5 Total Years	1.00	\$650.00	\$0.00	\$0.00
<b>Shipping and Handling</b>					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					<b>\$599.50</b>

### Technical Services Calculator

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	Tier 1 Onsite Installation. Includes Project Coordination, One Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Limited EL Client Installations, Limited Configuring of 4RE Units, Limited MDC App Installations, Interview Room Configuration, Limited Configuration of Body Worn Cameras, Full Testing of WatchGuard Systems, Installation of Evidence Library, Training of Officer and Admin Staff, Limited Vehicle Install Inspections, Vendor Management, Suppo	1.00	\$5,000.00	\$3,500.00	\$1,500.00
					<b>\$1,500.00</b>

### 4RE and VISTA Proposal

#### Additional Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-WGV-RED-E01	Software, REDACTIVE(sm), Enterprise User License, Rev 3.0	1.00	\$5,995.00	\$1,000.00	\$4,995.00
WAR-WGR-MNT-3YR	REDACTIVE(sm), Software Support & Maintenance, 3-Year Bundle	1.00	\$2,795.00	\$1,295.00	\$1,500.00
<b>Shipping and Handling</b>					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					<b>\$6,495.00</b>

### 4RE and VISTA Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-VTS-DTC-001	Y300 Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	3.00	\$1,495.00	\$300.00	\$3,585.00
<b>WatchGuard Video Technical Services</b>					
Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$60.00	\$0.00	\$60.00
					<b>\$3,645.00</b>



## 4RE/VISTA Price Quote

### 4RE and VISTA Proposal

#### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	8.00	\$250.00	\$125.00	\$1,000.00

#### Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$1,000.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$24,360.50

Additional Quote Discount \$-6,045.50

**Total Amount**


**\$18,315.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_

REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1733  
**MEETING DATE:** February 2, 2021  
**FROM:** Darrell Langlois, Finance Director 

---

**Recommended Motion**

Approve payment of the accounts payable for the period of January 18, 2021 through January 29, 2021 in the aggregate amount of \$600,286.94 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 #1733 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 #1733

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1733**

**FOR PERIOD January 18, 2021 through January 29, 2021**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$600,286.94 reviewed and approved by the below named officials.

APPROVED BY  DATE 1/28/21  
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

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

**Village of Hinsdale**  
**#1733**  
**Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	311,675.39	-	311,675.39
Capital Project Fund	400	14,290.60	-	14,290.60
Water & Sewer Operations	600	39,433.46	-	39,433.46
Escrow Funds	720	97,350.00	-	97,350.00
Payroll Revolving Fund	740	5,396.02	132,141.47	137,537.49
<b>Total</b>		<b>468,145.47</b>	<b>132,141.47</b>	<b>600,286.94</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1733**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 1/22/2021	Village Payroll #2 - Calendar 2021	FWH/FICA/Medicare	\$ 90,265.25
Illinois Department of Revenue 1/22/2021	Village Payroll #2 - Calendar 2021	State Tax Withholding	\$ 18,693.10
ICMA - 457 Plans 1/22/2021	Village Payroll #2 - Calendar 2021	Employee Withholding	\$ 21,841.95
HSA PLAN CONTRIBUTION 1/22/2021	Village Payroll #2 - Calendar 2021	Employer/Employee Withholding	\$ 1,341.17
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
<b>Total Bank Wire Transfers and ACH Payments</b>			<b><u>\$ 132,141.47</u></b>



## Warrant Register 1733

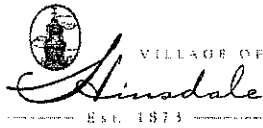
Invoice	Description	Invoice/Amount
<b>AMERICAN EXPRESS</b>		
8-03003-011221	MISC CHARGES-DEC/JAN	119.92
8-03003-011221	MISC CHARGES-DEC/JAN	49.95
8-03003-011221	MISC CHARGES-DEC/JAN	870.21
8-03003-011221	MISC CHARGES-DEC/JAN	0.99
8-03003-011221	MISC CHARGES-DEC/JAN	-6.01
Check Date 1/20/2021 Total For Check # 108271		1,035.06
<b>AUGUSTUS LABS LLC</b>		
145	TEST PERFORMED DEC20	100.00
145	TEST PERFORMED DEC20	100.00
Check Date 1/20/2021 Total For Check # 108272		200.00
<b>BMO HARRIS BANK N.A. PYMT</b>		
DEC2020	DEC2020 MISC CHARGES	202.65
DEC2020	DEC2020 MISC CHARGES	60.92
DEC2020	DEC2020 MISC CHARGES	45.89
DEC2020	DEC2020 MISC CHARGES	119.92
DEC2020	DEC2020 MISC CHARGES	289.98
DEC2020	DEC2020 MISC CHARGES	209.97
DEC2020	DEC2020 MISC CHARGES	23.95
DEC2020	DEC2020 MISC CHARGES	51.70
DEC2020	DEC2020 MISC CHARGES	0.99
DEC2020	DEC2020 MISC CHARGES	25.47
DEC2020	DEC2020 MISC CHARGES	140.00
DEC2020	DEC2020 MISC CHARGES	5.00
DEC2020	DEC2020 MISC CHARGES	6.90
DEC2020	DEC2020 MISC CHARGES	12.00
DEC2020	DEC2020 MISC CHARGES	206.95
DEC2020	DEC2020 MISC CHARGES	79.00
DEC2020	DEC2020 MISC CHARGES	15.96
DEC2020	DEC2020 MISC CHARGES	38.99
DEC2020	DEC2020 MISC CHARGES	29.95
DEC2020	DEC2020 MISC CHARGES	7.49
DEC2020	DEC2020 MISC CHARGES	124.46
DEC2020	DEC2020 MISC CHARGES	140.07
DEC2020	DEC2020 MISC CHARGES	125.00
DEC2020	DEC2020 MISC CHARGES	8.65
DEC2020	DEC2020 MISC CHARGES	114.94



## Warrant Register 1733

Invoice	Description	Invoice/Amount
DEC2020	DEC2020 MISC CHARGES	167.40
DEC2020	DEC2020 MISC CHARGES	138.13
DEC2020	DEC2020 MISC CHARGES	154.40
DEC2020	DEC2020 MISC CHARGES	154.40
DEC2020	DEC2020 MISC CHARGES	154.40
DEC2020	DEC2020 MISC CHARGES	75.00
DEC2020	DEC2020 MISC CHARGES	10.99
DEC2020	DEC2020 MISC CHARGES	24.97
DEC2020	DEC2020 MISC CHARGES	105.95
DEC2020	DEC2020 MISC CHARGES	155.06
DEC2020	DEC2020 MISC CHARGES	76.43
DEC2020	DEC2020 MISC CHARGES	44.00
DEC2020	DEC2020 MISC CHARGES	44.16
DEC2020	DEC2020 MISC CHARGES	26.35
DEC2020	DEC2020 MISC CHARGES	19.25
DEC2020	DEC2020 MISC CHARGES	130.00
DEC2020	DEC2020 MISC CHARGES	65.00
DEC2020	DEC2020 MISC CHARGES	140.00
DEC2020	DEC2020 MISC CHARGES	27.95
DEC2020	DEC2020 MISC CHARGES	20.70
DEC2020	DEC2020 MISC CHARGES	151.91
Check Date 1/20/2021 Total For Check # 108273		3,973.25
<b>COMCAST</b>		
8771201110036781	POLICE-1/5-2/4/21	162.90
8771201110036807	KLM 1/5 TO 2/4/21	108.35
8771201110036815	WATER-1/5 TO 2/4/21	148.35
8771201110036757	VILLAGE HALL 1/5 TO 2/4/21	258.35
8771201110009242	PD/FIRE 1/16 TO 2/15/21	70.00
8771201110009242	PD/FIRE 1/16 TO 2/15/21	69.99
Check Date 1/20/2021 Total For Check # 108274		817.94
<b>TOSHIBA BUSINESS</b>		
5435297	MAINT 10/1-12/31/20 COPIERS	296.58
5435297	MAINT 10/1-12/31/20 COPIERS	127.11
5435297	MAINT 10/1-12/31/20 COPIERS	320.66
5435297	MAINT 10/1-12/31/20 COPIERS	514.57
5435297	MAINT 10/1-12/31/20 COPIERS	542.67
Check Date 1/20/2021 Total For Check # 108275		1,801.59





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Invoice	Description	Invoice/Amount
<b>AFLAC-FLEXONE</b>		
7813	Payroll Run 1 - Warrant PR2102	846.65
	Check Date 1/22/2021 Total For Check # 108276	846.65
<b>NATIONWIDE RETIREMENT SOL</b>		
7812	Payroll Run 1 - Warrant PR2102	493.46
	Check Date 1/22/2021 Total For Check # 108277	493.46
<b>NATIONWIDE TRUST CO FSB</b>		
7814	Payroll Run 1 - Warrant PR2102	3,419.06
	Check Date 1/22/2021 Total For Check # 108278	3,419.06
<b>STATE DISBURSEMENT UNIT</b>		
7815	Payroll Run 1 - Warrant PR2102	230.77
	Check Date 1/22/2021 Total For Check # 108279	230.77
<b>VSP ILLINOIS - 30048087</b>		
7811	Payroll Run 1 - Warrant PR2102	406.08
	Check Date 1/22/2021 Total For Check # 108280	406.08
<b>A &amp; B LANDSCAPING</b>		
2021-0002	CBD SIDEWALK SNOW REMOVAL	590.00
	Check Date 1/29/2021 Total For Check # 108281	590.00
<b>ABBOTT RUBBER COMPANY INC</b>		
5381854	PARTS FOR CALCIUM TANK	97.99
	Check Date 1/29/2021 Total For Check # 108282	97.99
<b>AIR ONE EQUIPMENT</b>		
16474	BREATHING QUALITY AIR TEST	168.00
164667	CALIBRATE 3 METERS	120.00
	Check Date 1/29/2021 Total For Check # 108283	288.00
<b>ALEXANDER EQUIPMENT</b>		
173616	CHAINS AND PARTS FOR SAWS	231.20
173613	CREDIT FOR RETURNED CHAINS	-25.90
	Check Date 1/29/2021 Total For Check # 108284	205.30
<b>ALLIED GARAGE DOOR INC</b>		
164367	REPAIR OVERHEAD DOOR MOTOR #84 BAY	347.70
	Check Date 1/29/2021 Total For Check # 108285	347.70
<b>AMITA HEALTH</b>		
032020	NEW EMPLOYEE PHYSICAL/DRUGSCREEN	300.00
062020	DRUG SCREENING	90.00
062020	DRUG SCREENING	300.00



## Warrant Register 1733

Invoice	Description	Invoice/Amount
082020	DRUG SCREENING	55.00
082020	DRUG SCREENING	150.00
092020	DRUG SCREENING	45.00
092020	DRUG SCREENING	255.00
092020	DRUG SCREENING	732.00
122020	DRUG SCREENING	90.00
122020	DRUG SCREENING	165.00
122020	DRUG SCREENING	150.00
052020	DRUG SCREENING	150.00
Check Date 1/29/2021 Total For Check # 108286		2,482.00
<b>AT &amp; T</b>		
63032338639258	VEECK PARK WP-1/13-2/12/21	322.59
Check Date 1/29/2021 Total For Check # 108287		322.59
<b>ATLAS BOBCAT LLC</b>		
BH9524	UNIT #91 BROOM SHAFT BEARING	179.54
Check Date 1/29/2021 Total For Check # 108288		179.54
<b>AUGUSTUS LABS LLC</b>		
151	TEST PERFORMED	100.00
151	TEST PERFORMED	100.00
Check Date 1/29/2021 Total For Check # 108289		200.00
<b>AXON ENTERPRISES, INC</b>		
SI-1702445	CARTRIDGES	570.00
Check Date 1/29/2021 Total For Check # 108290		570.00
<b>BANNERVILLE USA</b>		
29781	VALENTINES SHOP LOCAL POSTER	90.00
29800	ICE RINK SIGNS	360.00
Check Date 1/29/2021 Total For Check # 108291		450.00
<b>BATTERY SERVICE CORP</b>		
0070390	MAIN BREAK TRAILER BATTERY	89.95
Check Date 1/29/2021 Total For Check # 108292		89.95
<b>BEACON SSI INCORPORATED</b>		
95013	DEC20 MONTHLY FUEL SYS INSPECT	125.00
Check Date 1/29/2021 Total For Check # 108293		125.00
<b>BEVERLY SNOW &amp; ICE INC.</b>		
46591	3 OF 5 INSTALL PYMTS PKG DECK	3,050.00
Check Date 1/29/2021 Total For Check # 108294		3,050.00



## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>C.A. BENSON &amp; ASSOCIATES</b>		
123020	ALLEY APPRAISAL 546 N ELM ST	450.00
	Check Date 1/29/2021 Total For Check # 108295	450.00
<b>CALL ONE</b>		
365890	PHONE CHARGES 1/15-2/14/21	305.18
365890	PHONE CHARGES 1/15-2/14/21	180.58
365890	PHONE CHARGES 1/15-2/14/21	222.91
365890	PHONE CHARGES 1/15-2/14/21	136.15
365890	PHONE CHARGES 1/15-2/14/21	157.10
365890	PHONE CHARGES 1/15-2/14/21	136.64
	Check Date 1/29/2021 Total For Check # 108296	1,138.56
<b>CCP INDUSTRIES INC</b>		
IN02684391	UNIFORM ALLOW	123.53
IN02677033	UNIFORM ALLOW	76.88
	Check Date 1/29/2021 Total For Check # 108297	200.41
<b>CDW-GOVERNMENT INC.</b>		
6646946	LAPTOPS	1,533.88
	Check Date 1/29/2021 Total For Check # 108298	1,533.88
<b>CENTRAL PARTS WAREHOUSE</b>		
627881A	HAND SCOOPS & SPREADER DISK	223.88
	Check Date 1/29/2021 Total For Check # 108299	223.88
<b>CINTAS CORPORATION 769</b>		
4072297611	MAT SERVICE/TOWELS	22.85
4072297611	MAT SERVICE/TOWELS	27.42
4072297611	MAT SERVICE/TOWELS	21.39
4072297611	MAT SERVICE/TOWELS	12.15
4072297611	MAT SERVICE/TOWELS	46.07
4072297611	MAT SERVICE/TOWELS	42.97
5038214668	MEDICAL SUPPLIES/CABINET	99.50
5038214668	MEDICAL SUPPLIES/CABINET	99.49
1901834939	UNIFORM ALLOW	33.91
5022252059	PUB SVC EYE WASH STATION MAINT	249.43
1901658397	UNIFORM ALLOW	168.36
4073597347	MAT SERVICE & TOWELS	22.85
4073597347	MAT SERVICE & TOWELS	27.42
4073597347	MAT SERVICE & TOWELS	21.39



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Invoice	Description	Invoice/Amount
4073597347	MAT SERVICE & TOWELS	12.15
4073597347	MAT SERVICE & TOWELS	46.07
4073597347	MAT SERVICE & TOWELS	42.97
Check Date 1/29/2021 Total For Check # 108300		996.39
<b>CINTAS FIRST AID &amp; SAFETY</b>		
5048071330	EYE WASH STATIONS	464.81
Check Date 1/29/2021 Total For Check # 108301		464.81
<b>CITI CARDS</b>		
DEC2020	DEC20 MISC CHARGES	87.62
DEC2020	DEC20 MISC CHARGES	35.00
DEC2020	DEC20 MISC CHARGES	190.00
DEC2020	DEC20 MISC CHARGES	295.00
Check Date 1/29/2021 Total For Check # 108302		607.62
<b>CLARENDON HILLS PARK DIST</b>		
FALLDANCE2020	FALL 2020 DANCE	376.00
Check Date 1/29/2021 Total For Check # 108303		376.00
<b>COMED</b>		
0427019145	CAMERA 989/TAFT RD	33.17
0651102260	PD CAMERA-701 E CHGO	33.77
0825110049	PD CAMERA-440 E OGDEN	31.78
Check Date 1/29/2021 Total For Check # 108304		98.72
<b>COMED-6112</b>		
1653148069	TRAFFIC SIGNALS 11/25-11/30/20	91.95
Check Date 1/29/2021 Total For Check # 108305		91.95
<b>CONSTELLATION NEWENERGY</b>		
19024643501	908 ELM 11/16-12/17/20	703.53
19024888301	TRANSFORMER-11/16-12/17/20	1,952.36
Check Date 1/29/2021 Total For Check # 108306		2,655.89
<b>CORE &amp; MAIN LP</b>		
N021348	HYMAX COUPLINGS & TAPPING BRASS	1,959.00
N474030	CREDIT #N021348 INCORRECT PRICING	-244.00
N209876	EMERG FIRE HYDRANT REPLACE & COUPLINGS	5,723.00
N473206	CREDIT #N209876 INCORRECT PRICING	-361.00
N341165	TAPPING CLAMPS	603.75
N473237	CREDIT #N341165 INCORRECT PRICING	-182.88
N500024	SWIVEL 45 TAPPING BRASS	762.00
N523451	LOGIC YEARLY MAINT SUPPORT WATER BILLING	11,418.00



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Invoice	Description	Invoice/Amount
	Check Date 1/29/2021 Total For Check # 108307	19,677.87
<b>DU-COMM</b>		VOID 108308
17425	FACILITY LEASE 2-1-21 THRU 4-30-21	2,661.46
17469	DISPATCHING LEASE 2-1-21 THRU 4-30-21 VOB 11/4/14	37,861.50
17470	QUARTERLY SHARES FEB-APR 2021 VOB 11/4/14	72,900.75
17426	FACILITY LEASE/OPERATING COSTS 2/1/21-4/30/21	3,568.64
	Check Date 1/29/2021 Total For Check # 108309	116,992.35
<b>DUPAGE COUNTY DIV OF TRAN</b>		
4669	STREET SIGNS	152.30
	Check Date 1/29/2021 Total For Check # 108310	152.30
<b>ETP LABS, INC</b>		
20-134909	NOV20 MONTHLY DISTRIBUTION SAMPLES	207.00
	Check Date 1/29/2021 Total For Check # 108311	207.00
<b>FACTORY MOTOR PARTS CO</b>		
50-3175977	DEF FLUID	169.44
	Check Date 1/29/2021 Total For Check # 108312	169.44
<b>FEDEX</b>		
7-237-19648	OVERNIGHT SHIPPING	58.12
7-237-19648	OVERNIGHT SHIPPING	58.12
7-237-19648	OVERNIGHT SHIPPING	58.12
	Check Date 1/29/2021 Total For Check # 108313	174.36
<b>FULLERS HOME &amp; HARDWARE</b>		
DEC2020	DEC20 MISC HARDWARE	8.37
DEC2020	DEC20 MISC HARDWARE	20.22
DEC2020	DEC20 MISC HARDWARE	15.44
DEC2020	DEC20 MISC HARDWARE	22.96
DEC2020	DEC20 MISC HARDWARE	12.59
DEC2020	DEC20 MISC HARDWARE	39.58
DEC2020	DEC20 MISC HARDWARE	29.31
	Check Date 1/29/2021 Total For Check # 108314	148.47
<b>FULTON SIREN SERVICES</b>		
1893	OUTDOOR WARNING SIRENS	405.30
	Check Date 1/29/2021 Total For Check # 108315	405.30
<b>GALLS</b>		
017301014	UNIFORMS	110.27
017275798	UNIFORMS	51.23
	Check Date 1/29/2021 Total For Check # 108316	161.50



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Invoice	Description	Invoice/Amount
<b>GATEWAY SRA</b>		
JAN21	GATEWAY SPEC RECREA ASSOC DUES-VOB 2-5-13	38,703.24
	Check Date 1/29/2021 Total For Check # 108317	38,703.24
<b>GOVTEMPS USA, LLC</b>		
3651904	MCLAUGHLIN HOURS 12/20, 12/27	4,777.50
3651903	CASTELLANOS HOURS 12/20	392.00
3659923	MCLAUGHLIN HOURS 1/3, 1/10	5,833.38
3659924	PARCH HOURS 1/10	210.00
3659922	CASTELLANOS HOURS 1/10	392.00
	Check Date 1/29/2021 Total For Check # 108318	11,604.88
<b>GRAINGER, INC.</b>		
9761243402	RELAY/TIMER SWITCH FOR CALCIUM TANK	127.05
	Check Date 1/29/2021 Total For Check # 108319	127.05
<b>GREAT LAKES PLUMBING &amp;</b>		
21321	REPLACE WATER SHUT OFF VALVE	623.00
	Check Date 1/29/2021 Total For Check # 108320	623.00
<b>GREEN GRASS, INC</b>		
26109	CONT BD-731 S VINE ST #26109	500.00
25868	CONT BD-741 S THURLOW #25868	1,500.00
25799	CONT BD-19 W AYERS #25799	500.00
	Check Date 1/29/2021 Total For Check # 108321	2,500.00
<b>H2O SERVICES, INC.</b>		
4695	VILLAGE HALL BOILER TREATMENT	466.50
	Check Date 1/29/2021 Total For Check # 108322	466.50
<b>HR GREEN INC</b>		
140773	2020 VEECK PARK OPERATOR	124.00
140775	PAY #11 2020 INFRACT DESIGN/CHGO RESURF	11,790.55
140774	11/4-12/18/20 OWNERS REP SERV PARK DECK	780.05
	Check Date 1/29/2021 Total For Check # 108323	12,694.60
<b>INDUSTRIAL ELECTRIC SUPPLY</b>		
11367	ELECT PARTS FOR HOLIDAY POST OFC	67.99
11209	LIGHTING REPAIRS	16.38
	Check Date 1/29/2021 Total For Check # 108324	84.37
<b>INTERNATIONAL CODE COUNCI</b>		
1001282291	CODE BOOKS	63.00
	Check Date 1/29/2021 Total For Check # 108325	63.00


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Invoice	Description	Invoice/Amount
<b>INTERNATIONAL EXTERMINATO</b>		
01-249	JAN20 PEST CONTROL	273.00
	Check Date 1/29/2021 Total For Check # 108326	273.00
<b>INTERSTATE BILLING SERVIC</b>		
3021979946	WIPER ARMS & REGULATOR	178.91
	Check Date 1/29/2021 Total For Check # 108327	178.91
<b>IRMA</b>		
SALES0018822	DECEMBER DEDUCTIBLE	4,241.00
SALES0018822	DECEMBER DEDUCTIBLE	3.84
SALES0018861	2020 CLOSED CLAIMS DECEMBER	12.34
SALES0018861	2020 CLOSED CLAIMS DECEMBER	5,364.37
SALES0018861	2020 CLOSED CLAIMS DECEMBER	188.06
SALES0018861	2020 CLOSED CLAIMS DECEMBER	8,682.94
SALES0018909	2019 CLOSED CLAIMS DECEMBER	8,946.10
	Check Date 1/29/2021 Total For Check # 108328	27,438.65
<b>J P COOKE CO.</b>		
656108	ANIMAL TAGS LICENCES 2021	303.95
	Check Date 1/29/2021 Total For Check # 108329	303.95
<b>JLC</b>		
012021	JOURNAL OF LIGHT CONSTRUCTION	49.95
	Check Date 1/29/2021 Total For Check # 108330	49.95
<b>K-FIVE CONSTRUCTION CORP</b>		
26544	HOT PATCH	793.94
	Check Date 1/29/2021 Total For Check # 108331	793.94
<b>KATHLEEN W BONO CSR</b>		
8512	#HPC-11-2020	244.70
8512	#HPC-11-2020	295.10
8513	#A-22-2020	602.80
8538	#HPC-10-2020	426.40
8542	#V-03-20 & #V-05-20	150.20
8542	#V-03-20 & #V-05-20	358.10
	Check Date 1/29/2021 Total For Check # 108332	2,077.30
<b>KINGS LANDSCAPING CO</b>		
26016	CONT BD-5814 WOODMERE #26016	1,000.00
25830	CONT BD-342 RAVINE RD #25830	750.00
25712	CONT BD-409 S GRANT #25712	500.00

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Invoice	Description	Invoice/Amount
25874	CONT BD-116 PRINCETON #25874	500.00
24665	CONT BD-637 N WASHINGTON #24665	500.00
25509	CONT BD-15 E FIFTH #25509	700.00
25761	CONT BD-810 TAFT RD #25761	1,250.00
	Check Date 1/29/2021 Total For Check # 108333	5,200.00
<b>KLEIN, THORPE, JENKINS LTD</b>		
215197-215204	LEGAL FEES THRU 12/31/20	17,085.00
	Check Date 1/29/2021 Total For Check # 108334	17,085.00
<b>LAMBERT, PETE</b>		
010421	UNIFORM ALLOW	111.28
	Check Date 1/29/2021 Total For Check # 108335	111.28
<b>LIVEVIEW GPS INC</b>		
407989	GPS	287.68
	Check Date 1/29/2021 Total For Check # 108336	287.68
<b>M-HOUSE LLC</b>		
25161	STMWR BD-632 S GARFIELD #25161	10,000.00
	Check Date 1/29/2021 Total For Check # 108337	10,000.00
<b>MANGANIELLO, JIM</b>		
JANUARY21	JAN21 METER READINGS	62.50
	Check Date 1/29/2021 Total For Check # 108338	62.50
<b>MCFARLANE DOUGLASS &amp; CO</b>		
316931	HOLIDAY LIGHT CONTRACT 2ND PAY-VOB 9/1/20	10,997.50
320351	EXTRA/SQUIRREL DAMAGED LIGHTS	648.00
	Check Date 1/29/2021 Total For Check # 108339	11,645.50
<b>MENARDS</b>		
66172	PD OFFICE PAINT SUPPLIES	15.54
66267	MAIN BREAK TRAILER BATTERY TENDER	50.47
65591	VEECK CSO REPAIRS	40.29
66514	DETERGENT	14.21
	Check Date 1/29/2021 Total For Check # 108340	120.51
<b>MICRO CENTER A/R</b>		
5241212	LAPTOP AND PARTS	984.98
	Check Date 1/29/2021 Total For Check # 108341	984.98
<b>MID STATES ORGANIZED</b>		
13161-1333	MEMBERSHIP	150.00
	Check Date 1/29/2021 Total For Check # 108342	150.00





## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>MORRISON ASSOCIATES LTD</b>		
2021:0440	WEST SUBURBAN CITY MGRS GRP ANNUAL FEE	1,500.00
	Check Date 1/29/2021 Total For Check # 108343	1,500.00
<b>NELS J JOHNSON TREE EXPT</b>		
1321297	PARKWAY TREE PRUNING-WINTER 2020	3,797.50
1321298	EMERG TREE PRUNING-BURNS FIELD 12/28/20	562.50
	Check Date 1/29/2021 Total For Check # 108344	4,360.00
<b>ONE STEP</b>		
166999	VALENTINES DAY FLYERS	118.59
	Check Date 1/29/2021 Total For Check # 108345	118.59
<b>ACOA LTD</b>		
25822	CONT BD-907 N ELM #25822	10,000.00
	Check Date 1/29/2021 Total For Check # 108346	10,000.00
<b>AMERICAN GARDENS INC</b>		
25763	CONT BD-718 W HICKORY #25763	500.00
	Check Date 1/29/2021 Total For Check # 108347	500.00
<b>AMERICAN GARDENS INC</b>		
25836	CONT BD-406 N MONROE #25836	500.00
	Check Date 1/29/2021 Total For Check # 108348	500.00
<b>ARROWHEAD BRICK PAVERS</b>		
26096	CONT BD-207 RAVINE #26096	950.00
	Check Date 1/29/2021 Total For Check # 108349	950.00
<b>CAM DEVELOPMENT GROUP</b>		
25865	CONT BD-8 E HINSDALE #25865	10,000.00
	Check Date 1/29/2021 Total For Check # 108350	10,000.00
<b>DINEVA, VANINA</b>		
25765	CONT BD-5637 S WASHINGTON #25765	2,700.00
	Check Date 1/29/2021 Total For Check # 108351	2,700.00
<b>EMERGENCY INS SERVICE, LLC</b>		
25777	CONT BD-522 PAMELA CIRCLE #25777	6,250.00
	Check Date 1/29/2021 Total For Check # 108352	6,250.00
<b>GIANNESCHI, GREGORY</b>		
2109620	OVERPAID FINAL	41.14
	Check Date 1/29/2021 Total For Check # 108353	41.14



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Invoice	Description	Invoice/Amount
<b>GREAT AMERICAN EXTERIORS</b>		
26142	CONT BD-5804 S GARFIELD #26142	750.00
	Check Date 1/29/2021 Total For Check # 108354	750.00
<b>GROGGER, ANNE H</b>		
26627	KLM SECURITY DEP-EN200620 #26627	500.00
	Check Date 1/29/2021 Total For Check # 108355	500.00
<b>HAARLOW, JOHN B.</b>		
25812	CONT BD-108 N LINCOLN #25812	500.00
	Check Date 1/29/2021 Total For Check # 108356	500.00
<b>HAWLEY, RACHEL</b>		
26669	KLM SECURITY DEP-EN200815 #26669	450.00
	Check Date 1/29/2021 Total For Check # 108357	450.00
<b>HIGGINS, CAITLIN</b>		
26680	KLM SECURITY DEP-EN200822 #26680	500.00
	Check Date 1/29/2021 Total For Check # 108358	500.00
<b>HURON CONSTRUCTION</b>		
25389	CONT BD-5593 S OAK #25389	10,000.00
	Check Date 1/29/2021 Total For Check # 108359	10,000.00
<b>HURON CONSTRUCTION</b>		
25388	ST MGMT-5593 S OAK #25388	3,000.00
	Check Date 1/29/2021 Total For Check # 108360	3,000.00
<b>IBRAHIMIAN, TOUNI</b>		
26061	CONT BD-731 N COUNTY LINE #26061	500.00
	Check Date 1/29/2021 Total For Check # 108361	500.00
<b>JOYCE, JOSEPH P</b>		
25866	CONT BD-26 W 57TH #25866	500.00
	Check Date 1/29/2021 Total For Check # 108362	500.00
<b>KEN'S LANDSCAPING</b>		
26146	CONT BD-605 S THURLOW #26146	2,500.00
	Check Date 1/29/2021 Total For Check # 108363	2,500.00
<b>LAKEWEST CUSTOM RENOVATIONS</b>		
25876	CONT BD-10 S ELM ST #25876	5,000.00
	Check Date 1/29/2021 Total For Check # 108364	5,000.00



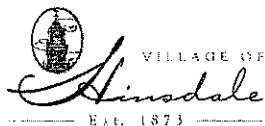
## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>OCHSENSCHLAGER, SCRIBNER &amp; KIMBERLY</b>		
25859	CONT BD-20 N GRANT #25859	3,000.00
	Check Date 1/29/2021 Total For Check # 108365	3,000.00
<b>PARK FIVE HOMES</b>		
25543	ST MGMT-811 S ADAMS #25543	3,000.00
	Check Date 1/29/2021 Total For Check # 108366	3,000.00
<b>PARK FIVE HOMES</b>		
25544	CONT BD-811 S ADAMS #25544	10,000.00
	Check Date 1/29/2021 Total For Check # 108367	10,000.00
<b>PASS JAMIE</b>		
219160	5 STAR SOCCER CAMP CANCELLED	80.00
	Check Date 1/29/2021 Total For Check # 108368	80.00
<b>SACHANDA GRACE</b>		
219190	KID/TOT ROCK CANCELLED	50.00
	Check Date 1/29/2021 Total For Check # 108369	50.00
<b>SMUTNY, GLEN</b>		
25750	CONT BD-27 S GARFIELD #25750	500.00
	Check Date 1/29/2021 Total For Check # 108370	500.00
<b>STITCH N STUDIO</b>		
01052021	5 EQUIPMENT BAGS LOGO HFD	100.00
	Check Date 1/29/2021 Total For Check # 108371	100.00
<b>SULIGA, BERNADETA ANETA</b>		
26062	CONT BD-415 S JACKSON #26062	500.00
	Check Date 1/29/2021 Total For Check # 108372	500.00
<b>THE HOME MEDICS INC</b>		
26086	CONT BD-19 W 57TH ST #26086	500.00
	Check Date 1/29/2021 Total For Check # 108373	500.00
<b>PELKOWSKI, MARK</b>		
7001884912	AWWA WATER AUDIT MANUAL	129.62
	Check Date 1/29/2021 Total For Check # 108374	129.62
<b>PIECZYNSKI, LINDA</b>		
7062R	SUBSCRIPTION	120.00
	Check Date 1/29/2021 Total For Check # 108375	120.00



## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>PRAXAIR DISTRIBUTION, INC</b>		
71295367	CYLINDER RENTAL	119.38
Check Date 1/29/2021 Total For Check # 108376		119.38
<b>PREMIER LANDSCAPE CONTRAC</b>		
26054	CONT BD-645 W NORTH #26054	500.00
25860	CONT BD-445 S BODIN #25860	500.00
26003	CONT BD-610 S OAK #26003	6,500.00
26037	CONT BD-627 S LINCOLN #26037	1,000.00
Check Date 1/29/2021 Total For Check # 108377		8,500.00
<b>PREMIER OCCUPATIONAL HLTH</b>		
95320	DRUG SCREENING-12/11/20	150.00
Check Date 1/29/2021 Total For Check # 108378		150.00
<b>RAY O'HERRON CO INC</b>		
2075724-IN	UNIFORMS	10.00
2078976-IN	UNIFORM ALLOW	24.20
Check Date 1/29/2021 Total For Check # 108379		34.20
<b>REGIONAL TRUCK EQUIPMENT</b>		
224556	CURB GUARDS FOR UNITS #34 & #11	205.70
Check Date 1/29/2021 Total For Check # 108380		205.70
<b>RUSO POWER EQUIPMENT</b>		
SPI10495063	WET SYSTEM STRAINER	81.07
Check Date 1/29/2021 Total For Check # 108381		81.07
<b>RYAN AND RYAN</b>		
011421	LEGAL SERVICES 6/16-12/30/20	7,837.50
Check Date 1/29/2021 Total For Check # 108382		7,837.50
<b>SENDRA SERVICES CORP</b>		
17690	REPAIR LEAKING FLEX PIPE	837.83
Check Date 1/29/2021 Total For Check # 108383		837.83
<b>SERVICE FORMS &amp; GRAPHICS</b>		
0100873	BUSINESS CARDS-HANZEL	58.24
Check Date 1/29/2021 Total For Check # 108384		58.24
<b>SHERWIN WILLIAMS</b>		
9749-0	POLICE DEPT OFFICE PAINT	53.92
Check Date 1/29/2021 Total For Check # 108385		53.92



## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>SIEVERT CRANE &amp; HOIST</b>		
S95777	POOL FILTER ROOM	195.39
	Check Date 1/29/2021 Total For Check # 108386	195.39
<b>SPORTSKIDS INC</b>		
459545	FALL 2020 PROGRAMS	1,927.80
	Check Date 1/29/2021 Total For Check # 108387	1,927.80
<b>STARGUARD ELITE LLC</b>		
1319	TRAINING CENTER ANNUAL FEE	350.00
	Check Date 1/29/2021 Total For Check # 108388	350.00
<b>SUBURBAN DOOR CHECK</b>		
IN532560	REPAIRS	123.00
IN532873	REPAIRS	77.00
	Check Date 1/29/2021 Total For Check # 108389	200.00
<b>SUBURBAN LABORATORIES, IN</b>		
184013	UCMR4 AM3 SAMPLING	735.00
	Check Date 1/29/2021 Total For Check # 108390	735.00
<b>TAUNTON DIRECT</b>		
012021	FINE HOMEBUILDING SUBSCRIPTION	37.95
	Check Date 1/29/2021 Total For Check # 108391	37.95
<b>THE HINSDALEAN</b>		
8578	#V-06-20	848.00
35331	TRICK OR TREAT ADS	695.00
35628	SHOP LOCAL AD	695.00
35695	SHOP HINSDALE AD	695.00
	Check Date 1/29/2021 Total For Check # 108392	2,933.00
<b>THE KNOT INC</b>		
591046669	LODGE 3 MONTHS ADVERTISING	1,200.00
	Check Date 1/29/2021 Total For Check # 108393	1,200.00
<b>THE LAW OFFICES OF AARON H. REINKE</b>		
H-1-21-2021	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 1/29/2021 Total For Check # 108394	150.00
<b>THE POLICE &amp; SHERIFFS</b>		
141735	ID CARD	17.55
	Check Date 1/29/2021 Total For Check # 108395	17.55
<b>THIRD MILLENIUM</b>		
25717	UTILITY BILLING/BUCKSLIP	1,112.46



## Warrant Register 1733

Invoice	Description	Invoice/Amount
25717	UTILITY BILLING/BUCKSLIP	105.81
25717	UTILITY BILLING/BUCKSLIP	0.50
25717	UTILITY BILLING/BUCKSLIP	362.93
	Check Date 1/29/2021 Total For Check # 108396	1,581.70
<b>THOMPSON ELEVATOR INSPEC</b>		
20-3211	3RD PARTY ELEVATOR INSPECTION/RVW	100.00
	Check Date 1/29/2021 Total For Check # 108397	100.00
<b>THOMSON REUTERS WEST</b>		
843592862	SUBSCRIPTION	211.84
	Check Date 1/29/2021 Total For Check # 108398	211.84
<b>TOSHIBA FINANCIAL SERVICE</b>		
434022992	LEASE COPIER ADMIN SCH1HJ17548 1/13-2/13/21	350.00
	Check Date 1/29/2021 Total For Check # 108399	350.00
<b>TPI BLDG CODE CONSULTANT</b>		
202012	DEC20 3RD PARTY PLUMBING INSP	1,600.00
	Check Date 1/29/2021 Total For Check # 108400	1,600.00
<b>TRAFFIC SERVICES INC</b>		
91868	GAUGE TELESAR	3,393.00
	Check Date 1/29/2021 Total For Check # 108401	3,393.00
<b>TRANE</b>		
9433175	VILLAGE HALL FILTERS	145.56
	Check Date 1/29/2021 Total For Check # 108402	145.56
<b>TRANTAN CCC, LLC</b>		
4786	SCADA REMOTE WORK-FREIGHT CHARGES	34.74
4082	FORTINET 30D PROF SVCS	3,165.00
	Check Date 1/29/2021 Total For Check # 108403	3,199.74
<b>TYLER TECHNOLOGIES, INC</b>		
045-326817	APPLICATION SVCS 1/1-3/31/21	20,584.25
045-326951	APPLICATION SVCS 1/1-3/31/21	190.50
	Check Date 1/29/2021 Total For Check # 108404	20,774.75
<b>UPS STORE #3276</b>		
14665	MISC SHIPPING	25.94
14665	MISC SHIPPING	11.69
	Check Date 1/29/2021 Total For Check # 108405	37.63
<b>VERIZON WIRELESS</b>		
9869817897	11/24-12/23/20 PHONES	38.01
9869817897	11/24-12/23/20 PHONES	50.04

**Warrant Register 1733**

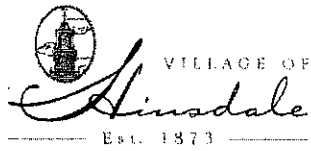
<b>Invoice</b>	<b>Description</b>	<b>Invoice/Amount</b>
9870118668	11/29-12/28/20 MDT'S & IPADS	254.51
9870118668	11/29-12/28/20 MDT'S & IPADS	570.41
9870118668	11/29-12/28/20 MDT'S & IPADS	135.96
<b>Check Date 1/29/2021 Total For Check # 108406</b>		<b>1,048.93</b>
<b>VOLT ELECTRIC, INC.</b>		
8553	4 NEW METER SOCKETS/PD LPR CAMERAS	1,720.00
<b>Check Date 1/29/2021 Total For Check # 108407</b>		<b>1,720.00</b>
<b>VULCAN CONST MATERIALS LL</b>		
32517084	RR #4 STONE	845.73
32520830	RR #4 STONE	875.50
<b>Check Date 1/29/2021 Total For Check # 108408</b>		<b>1,721.23</b>
<b>WAREHOUSE DIRECT INC</b>		
4829102-0	SUPPLIES	119.43
4863163-0	OFFICE SUPPLIES	129.99
4863069-0	OFFICE SUPPLIES	165.90
C4859441-0	RETURNED PRODUCT	-112.74
4866862-0	THERMAL ROLLS/CALCULATOR	26.18
4842546-0	CUSTODIAL CAN LINERS	123.96
4859704-0	JANITORIAL SUPPLIES	143.75
4862568-0	SUPPLIES	416.66
4862568-1	SUPPLIES	82.55
4861976-0	JANITORIAL SUPPLIES	68.86
4856052-0	OFFICE SUPPLIES	52.26
<b>Check Date 1/29/2021 Total For Check # 108409</b>		<b>1,216.80</b>
<b>WARREN OIL COMPANY</b>		
W1361071	DEC20 DIESEL FUEL	985.72
W1361071	DEC20 DIESEL FUEL	571.13
W1361071	DEC20 DIESEL FUEL	476.09
W1361071	DEC20 DIESEL FUEL	165.20
W1361071	DEC20 DIESEL FUEL	24.60
<b>Check Date 1/29/2021 Total For Check # 108410</b>		<b>2,222.74</b>
<b>WATER SERVICES COMPANY OF ILLINOIS</b>		
31684	WATER DISTRIBUTION LEAK SURVEY	10,496.00
<b>Check Date 1/29/2021 Total For Check # 108411</b>		<b>10,496.00</b>
<b>WINDY CITY NINJAS</b>		
NOVEMBER2020	NOVEMBER 2020 SESSION	720.00
<b>Check Date 1/29/2021 Total For Check # 108412</b>		<b>720.00</b>



## Warrant Register 1733

Invoice	Description	Invoice/Amount
<b>DAILY HERALD PADDOCK PUB</b>		
168910	WATERMAIN BID	59.80
	Check Date 1/28/2021 Total For Check # 108413	59.80
<b>J P COOKE CO.</b>		
656108	ANIMAL TAG LICENSE	43.45
	Check Date 1/28/2021 Total For Check # 108414	43.45
	Total For ALL Checks	468,145.47





**Warrant Summary by Fund:**

<b>RECAP BY FUND</b>	<b>FUND NUMBER</b>	<b>FUND TOTAL</b>
GENERAL FUND	100	311,675.39
CAPITAL PROJECTS FUND	400	14,290.60
WATER & SEWER OPERATIONS FUND	600	39,433.46
ESCROW FUND	720	97,350.00
PAYROLL REVOLVING FUND	740	5,396.02
<b>TOTALS:</b>		<b>468,145.47</b>

**END OF REPORT**

Administration

**AGENDA SECTION:** Consent Agenda – ACA  
**SUBJECT:** Intergovernmental Agreement with Tollway for Mills Street Temp Use and Drainage Study Cost Sharing.  
**MEETING DATE:** February 2, 2021  
**FROM:** Bradley Bloom, Assistant Village Manager/Director of Public Safety

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**Recommended Motion**

Approve an Intergovernmental Agreement (IGA) with the Illinois State Toll Highway Authority covering the temporary removal of fencing on Tollway property and partial funding of a Village drainage study.

**Background**

The IL Tollway Authority, as part of the Central Tri-State expansion project, purchased five (5) homes located in the 400 block of Mills that abut the Tollway noise wall on the east side of Mills Street (see attachment A). Following Tollway policy and practice, a six (6) foot chain link fence was erected around the perimeter of these properties. Preliminary design plans call for the Tollway to use this land as an above ground water detention area. The Tollway estimates that construction of the water detention area will begin in late 2022 or early 2023. Staff has received complaints over the unsightliness of the chain link fence from neighbors living on the west side of Mills Street.

Under the terms of the proposed IGA, the Tollway would temporarily relocate the chain link fence to the east side of the property abutting the noise wall in the interim period before construction of the water detention area begins. In return, the Village will maintain the area and indemnify the Tollway should a claim arise related to the property.

The second part of the IGA calls for the Tollway to reimburse the Village for half the cost of a drainage study for the area adjacent to the Tollway with the Tollway's reimbursement not to exceed \$25,000.

**Discussion & Recommendation**

Staff recommends approval of the IGA. Staff would like to have the results of the drainage study in advance of roadway maintenance scheduled for 2021. The residents living across from the drainage area will be pleased to have the fencing removed. Costs related to cutting the grass once the perimeter fencing is removed is minimal.

Staff is in the process of negotiating an acceptable landscape buffer around the perimeter of the water detention area.

**Budget Impact**

Minimal increased cost for contract lawn moving.



## REQUEST FOR BOARD ACTION

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

At their meeting of January 18, 2021, the Village Board agreed to move this item to the Consent Agenda of their next meeting.

### **Documents Attached**

1. Attachment A-Map of Area 400 block of Mills
2. Attachment B-Intergovernmental Agreement

TW-5-16-089

TW-5-16-090

TW-5-16-088

TW-5-16-087

TW-5-16-086

TW-5-16-084



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF HINSDALE**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into upon the last dated signature below, by and between the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois ("ILLINOIS TOLLWAY"), and the Village of Hinsdale, a municipal corporation of the State of Illinois ("VILLAGE"), individually referred to as "PARTY" and collectively referred to as "PARTIES".

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and continue to ensure the safety of the motoring public intends to improve the Tri-State Tollway (I-294 or Toll Highway) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) including the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (Mile Post 26.6, Bridge Number 261) ("PROJECT");

WHEREAS, in furtherance of the PROJECT, the ILLINOIS TOLLWAY previously acquired certain property from private property owners located within the VILLAGE along Mills Street as further described in Exhibit "A" ("Property");

WHEREAS, upon acquisition of the Property, the ILLINOIS TOLLWAY demolished the structures located upon the Property, performed rough grading, and enclosed the Property with a chain link fence;

WHEREAS, the ILLINOIS TOLLWAY's current plans for use of the Property in association with the PROJECT do not demonstrate an immediate need for use of the Property;

WHEREAS, since the Property is located immediately adjacent to other residences within the VILLAGE, the VILLAGE has requested the temporary removal of the chain link fence together with grading and seeding of the Property to improve its appearance until its use is needed for the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE, by this instrument, desire to determine and establish their respective rights and responsibilities relative to the Property and the ILLINOIS TOLLWAY's accommodation of the VILLAGE's request;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, and all other necessary approvals is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and pursuant to Board approval is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. RECITALS

The above recitals are hereby incorporated and made a part of this AGREEMENT as if fully set forth herein.

II. ENGINEERING AND CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall, at its sole expense and in its sole discretion, perform all necessary design engineering and preparation of plans as needed for the removal of the chain link fence and grading and seeding of the Property.
- B. The ILLINOIS TOLLWAY shall, in accordance with the aforementioned plans and at its sole expense, cause the removal of the chain link fence and the grading and seeding of the Property; provided, however, that the ILLINOIS TOLLWAY shall have the right to reinstall the chain link fence upon termination of this AGREEMENT as set forth below.
- C. The ILLINOIS TOLLWAY or its contractor shall endeavor to gain access to the property to perform the work described herein from I-294. However, if either the Tollway or its contractor require access to the Property via the VILLAGE's streets, the Tollway shall provide no less than five (5) business days advance written notice to the VILLAGE of such need and the VILLAGE shall allow for such access at no additional cost to the Tollway; provided, however, that the Tollway shall be responsible for any restoration of damage to VILLAGE streets if and to the extent directly resulting from said access.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section XI. of this AGREEMENT.

III. FINANCIAL

- A. The costs identified in Section II above, and III.B. and VI below represent all costs to the Parties in association with this AGREEMENT.
- B. Should the VILLAGE desire a certain level or type of grading and seeding beyond what the ILLINOIS TOLLWAY considers, in its sole discretion, to be standard under these circumstances, the VILLAGE may request that additional level of effort prior to the completion of the Tollway's plans and performance of the work; provided, however, that in such case the VILLAGE shall, upon receipt of an invoice, reimburse the ILLINOIS TOLLWAY for said additional costs.

IV. TERM

The term of this AGREEMENT commences upon the date set forth upon the last dated signature below and shall, unless otherwise agreed to in writing by duly authorized representatives of the PARTIES, terminate upon the earlier of: a) three (3) years from the date of this AGREEMENT; b) written notice from the ILLINOIS TOLLWAY of its need to utilize the property in association with the PROJECT; or c) receipt of written notice from either party terminating this AGREEMENT for any reason or no reason whatsoever; provided, however, that the obligations of the VILLAGE pursuant to Section VII shall survive the termination of this AGREEMENT but only for those acts or omissions that occurred during the term of this AGREEMENT; and further provided, however, that in the event of termination of this AGREEMENT, the ILLINOIS TOLLWAY shall have the right, in its sole discretion, to reinstall fencing around the Property.

#### V. USE

It is expressly understood by the VILLAGE that except for the maintenance responsibilities set forth below in Section VI, the ILLINOIS TOLLWAY is not authorizing the entry upon or use of the Property by any individual(s) or group(s), including but not limited to VILLAGE employees, agents, contractors, or residents without the advance written consent of the ILLINOIS TOLLWAY. It is expressly understood by the VILLAGE that the ILLINOIS TOLLWAY shall have continued use of and access to the property throughout the term of this AGREEMENT. Notwithstanding the foregoing, the ILLINOIS TOLLWAY acknowledges that during the term of this AGREEMENT, individuals and their pets may walk on the Property. The Parties agree that such individuals fall within the indemnification set forth in Section VII., and includes but is not limited to such individuals.

#### VI. MAINTENANCE

Throughout the term of this AGREEMENT, the VILLAGE shall be responsible, at its sole cost, for the maintenance and repair of the Property. This obligation to maintain and repair shall include but not be limited to mowing, landscaping and trash removal, which shall be done at the sole discretion of the VILLAGE; provided, however, that the VILLAGE shall not be responsible for any maintenance or repair resulting from damage caused by the ILLINOIS TOLLWAY's use of the property or damage caused by the use of the property by an authorized representative of the ILLINOIS TOLLWAY.

#### VII. INDEMNIFICATION

Except to the extent caused by the sole negligence of or the willful and wanton conduct of the ILLINOIS TOLLWAY or its duly authorized representative acting on its behalf, the VILLAGE shall assume all responsibility for and expressly agrees to defend, indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in

consequence of any act or omission which occurs on the Property pursuant to the terms of this AGREEMENT.

#### VIII. INSURANCE

Notwithstanding the foregoing indemnification, the VILLAGE shall require that the ILLINOIS TOLLWAY, its officers, directors, employees and agents be named as "additional insured" parties in the General Liability Insurance coverage of the VILLAGE and any of its contractors performing work under this AGREEMENT, as well as any other type of insurance coverage the VILLAGE requires of its contractors, except for worker's compensation and professional liability insurance. The VILLAGE's and its contractors' insurance policies and endorsements shall remain while the VILLAGE's work is being performed and throughout the duration of this AGREEMENT. The VILLAGE shall provide the ILLINOIS TOLLWAY with a copy of the applicable Certificate of Insurance within fifteen (15) business days of the effective date of this AGREEMENT and annually thereafter.

#### IX. NO CLAIMS AGAINST ILLINOIS TOLLWAY

Nothing in this AGREEMENT shall constitute the consent or request of the ILLINOIS TOLLWAY, either expressed or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the property identified in Exhibit "A", or any part thereof, nor as giving the VILLAGE any authority to contract for or permit the rendering of any services or the furnishing of any materials so as to permit the making of any claim against the ILLINOIS TOLLWAY. Any lien for labor or materials furnished shall attach only to the VILLAGE and shall at all times be subjected to the paramount rights of the ILLINOIS TOLLWAY hereunder.

#### X. DRAINAGE STUDY

- A. The ILLINOIS TOLLWAY agrees to pay 50% of a drainage study for areas in the VILLAGE adjacent to the Toll Highway. However, the ILLINOIS TOLLWAY's share of the cost of said drainage study shall not exceed \$25,000.00. The ILLINOIS TOLLWAY shall remit payment to the VILLAGE upon receipt of an invoice from the VILLAGE.
- B. The VILLAGE agrees that the drainage study will consider the drainage facility to be constructed by the ILLINOIS TOLLWAY on the Property to be an existing condition. The VILLAGE agrees to provide a copy of the drainage study to the ILLINOIS TOLLWAY before it is made public.

#### XI. GENERAL PROVISIONS

- A. It is expressly understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter



hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- B. The VILLAGE shall not assign this AGREEMENT, or any interest herein, without obtaining the prior written consent of the ILLINOIS TOLLWAY. The PARTIES agree that all terms and conditions set forth in this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- C. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- D. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- F. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any such breach or subsequent breach of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- G. The VILLAGE recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review regarding this AGREEMENT and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- H. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineering Officer  
[paulkovacs@getipass.com](mailto:paulkovacs@getipass.com)

To the VILLAGE:

The Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attn: President Thomas Cauley Jr.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**THE VILLAGE OF HINSDALE**

By: \_\_\_\_\_  
Thomas Cauley Jr.  
President

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
José R. Alvarez  
Executive Director

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Assistant Attorney General

**REQUEST FOR BOARD ACTION**  
**Finance**

**AGENDA SECTION:** Consent Agenda – ACA

**SUBJECT:** Blanket Purchase Orders

**MEETING DATE:** February 2, 2021

**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve the blanket purchase orders for Calendar Year 2021 totaling \$810,723 and waiving the competitive bid requirements, where applicable.

**Background**

Attached for the Village Board's consideration are requested Blanket Purchase Orders for Calendar Year 2021, which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine purchases, proprietary items, or sole-source vendors.

**Discussion & Recommendation**

The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that the Village may spend in excess of \$20,000 to these particular vendors in the next fiscal year.

The listing of vendors is substantially the same as last year with the exception of two vendors. Lauterbach and Amen is a new vendor in 2021 and are currently providing interim part-time accounting services in the Finance Department. The Village is currently recruiting a permanent part-time employee for this role. These services will be needed for much of 2021 due to the transition in the Finance Department as well as to address responsibilities that due to turnover and the demands of the ERP project that have been backlogged. The Hinsdalean has been a long-time vendor of the Village for posting legal notices and advertising, and in prior years the total spending was typically below \$20,000. Current projections for next year indicate that total spending may exceed \$20,000 (depends on the number of legal notices, which can vary quite a bit), so they have been added to the listing.

For two vendors on the listing the amount requested is materially higher than last year. For GovHR/GovTemps USA, the total cost of these services is estimated at \$160,430 whereby the Village approved two blanket purchase orders last year to this vendor totaling \$107,000. All but \$19,680 of this increase is included in the 2021 Budget, with the amount above budget being due to the retirement of the Finance Director. The remaining services are dispersed between Community Development (temporary staffing assistance due to vacancy and projects), Finance Department (clerical assistance) and Manager's Office (HR assistance).

The other material change is for the blanket purchase order for Mr. David Vannorsdel, an independent contractor who provides ERP project management services. The blanket purchase order for Mr. Vannorsdel has been increased from \$92,000 last year to \$144,000. Last year's amount was based on him providing staff-level ERP assistance due to the resignation of the Assistant Village Manager and Management Analyst positions (both remain vacant). During 2020, additional hours were added

to his schedule (\$4,000 per month) for him to also assume the role previously performed by Baecore. This additional cost will be more than offset by savings from not completing the remainder of the Baecore contract, with overall ERP project savings of \$30,000 to \$40,000 expected by making this change.

**Budget Impact**

The amounts for the blanket purchase orders are included in the 2021 Budget or there are identified salary savings, except for the blanket purchase order for Lauterbach and Amen, which will be accounted for in the upcoming Appropriations Ordinance.

**Village Board and/or Committee Action**

The First Reading of this item took place on January 19, 2021 whereby it was the consensus of the Village Board to place this item on the Consent Agenda for February 2, 2021.

**Documents Attached**

1. Blanket Purchase Order List

**Village of Hinsdale**  
**Blanket Purchase Orders Over \$20,000**  
**Calendar Year 2021**

<b>Vendor</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>
Andres Medical Billing	Finance	Ambulance Billing Service	\$26,000
Cargill (State of Illinois Joint Purchasing Salt)	Public Services	Roadway Salt	\$31,682
Compass Minerals America (DuPage Co.Joint Bid)	Public Services	Roadway Salt	\$56,791
Core & Main	Public Services	Water Main and Sewer Parts and Supplies, Meters	\$71,600
David Vannorsdel	General Government	Temporary ERP Project Management	\$144,000
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$60,000
GovHR/GovTemps USA	General Government	Temporary HR, Community Dev, and Clerical	\$160,430
Hawkins, Inc.	Public Services	Veeck CSO and Pool Chemicals	\$21,000
The Hinsdalean	All Departments	Legal Notices/Advertising	\$21,000
Kroeschell Service Inc	Public Services	HVAC Repairs and Service	\$21,600
Lauterbach & Amen	Finance	Accounting Services	\$83,220
Ryan & Ryan	Administration	Legal Services Related to Tollway	\$25,000
Sprint/Nextel	All Departments	Cell Phones	\$29,000
Third Millennium	General Government	Water Bill Printing and Mailing/Vehicle Licenses	\$25,400
Warehouse Direct	All Departments	Office Supplies	\$34,000
<b>Total</b>			<b>\$810,723</b>

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** IMRF Authorized Agent  
**MEETING DATE:** February 2, 2021  
**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approve a Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund.

**Background**

As part of its participation in the Illinois Municipal Retirement Fund (IMRF), the Village of Hinsdale is required to assign an Authorized Agent to manage the Village's IMRF responsibilities.

**Discussion & Recommendation**

Traditionally, the Finance Director has served as the Village's Authorized Agent for IMRF. Due to the upcoming retirement of the Finance Director, the attached resolution is required to be adopted in order to substitute Assistant Finance Director Alison Brothen for the Finance Director until a permanent replacement has been selected.

**Budget Impact**

There is no budget impact for this recommendation.

**Village Board and/or Committee Action**

None-since this is a time sensitive item due to the upcoming retirement this item has been placed on the Second Reading Agenda.

**Documents Attached**

1. Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund
2. IMRF Form 2.20-Notice of Appointment of Authorized Agent

**VILLAGE OF HINSDALE  
RESOLUTION \_\_\_\_\_**

**RESOLUTION TO APPOINT AN AUTHORIZED AGENT TO THE  
ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

WHEREAS, the Village of Hinsdale participates in the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, it is necessary for each governing body to appoint an Authorized Agent to the IMRF; and

WHEREAS, the Authorized Agent should have a working knowledge of IMRF regulations and access to employee matters of the Village;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Hinsdale, DuPage and Cook Counties, Illinois that Alison Brothen, Assistant Finance Director be appointed as the Authorized Agent of the Village of Hinsdale to the IMRF, and that she be delegated all powers and duties of an IMRF Authorized Agent.

PASSED this 2<sup>nd</sup> day of February, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this 2<sup>nd</sup> day of February, 2021.

\_\_\_\_\_  
Thomas Cauley, Village President

ATTEST:

\_\_\_\_\_  
Christine Bruton, Village Clerk





# NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

## INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME <b>Village of Hinsdale</b>		EMPLOYER IMRF I.D. NUMBER <b>03105</b>	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input checked="" type="checkbox"/> Ms.	LAST NAME <b>Brothen, Alison</b>	FIRST NAME	MIDDLE INITIAL JR., SR., II, ETC.
TYPE OF GOVERNING BODY <b>Municipality</b>			
DATE APPOINTMENT MADE (MM/DD/YYYY) <b>02/02/2021</b>	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) <b>02/03/2021</b>	POSITION TITLE <b>Assistant Finance Director</b>	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):  To file Petition for Nominations of an Executive Trustee of IMRF <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No To cast a Ballot for Election of an Executive Trustee of IMRF <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>X</b> SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		DATE (MM/DD/YYYY)	
<b>CERTIFICATION</b> I, <u>Christine Bruton</u> , do hereby certify that I am <u>Village Clerk</u> NAME CLERK OR SECRETARY of the <u>Village of Hinsdale</u> NAME OF EMPLOYER and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.  SEAL  SIGNATURE OF CLERK OR SECRETARY			
<b>BUSINESS ADDRESS</b> All correspondence and communications with the Authorized Agent are to be addressed as follows: NAME (IF DIFFERENT FROM ABOVE) <u>Ms.</u> rs. <input type="checkbox"/> Ms. BUSINESS ADDRESS <b>19 E. Chicago Ave</b> CITY STATE AND ZIP + 4 <b>Hinsdale, IL 60521</b> DAYTIME TELEPHONE NO. (with Area Code) <b>(630) 789-7025</b> FAX NO. (with Area Code) <b>(630) 789-3463</b> ALTERNATE TELEPHONE NUMBER (with Area Code) <b>(630) 789-7000</b> EMAIL ADDRESS <b>abrothen@villageofhinsdale.org</b>			

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

**REQUEST FOR BOARD ACTION**

Finance

**AGENDA SECTION:** Second Reading – ACA  
**SUBJECT:** Bank Signature Resolution  
**MEETING DATE:** February 2, 2021  
**FROM:** Darrell Langlois, Finance Director

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**Recommended Motion**

Approval of Certified Resolutions for Local Government Customer naming BMO Harris Bank as a Designated Depository; Designation of Authorized Officers; and Authorized Activities

**Background**

Harris Bank is the main depository for the Village and currently the Village President, Village Manager, and the Finance Director are authorized to conduct Village banking business.

**Discussion & Recommendation**

Due to the upcoming retirement of the Finance Director, the attached resolution is required to be adopted in order to substitute Assistant Finance Director Alison Brothen for the Finance Director until a permanent replacement has been selected. All other parts of the resolution remain the same from prior resolutions.

**Budget Impact**

There is no budget impact for this recommendation.

**Village Board and/or Committee Action**

None-since this is a time sensitive item due to the upcoming retirement this item has been placed on the Second Reading Agenda.

**Documents Attached**

1. Certified Resolutions for Local Government Customer

**CERTIFIED RESOLUTIONS FOR LOCAL GOVERNMENT CUSTOMER**

**DATED AS OF February 2, 2021**

I, Christine Bruton, DO HEREBY CERTIFY to BMO Harris Bank N.A. ("*BMO Harris*") that:

1. I am the duly elected or appointed and qualified clerk, secretary or other authorized official (the "*Certifying Official*") and keeper of the official books and records of  
VILLAGE OF HINSDALE  
(the "*Customer*"), a corporation duly organized and existing under the laws of the State of ILLINOIS (the "*State*"); and that the following is a true and correct copy of the resolutions duly adopted by all of the governing board or body of the Customer at a duly called and held regular or special meeting on the 2<sup>nd</sup> day of February, 2021 (the "*Resolution Date*"), and recorded in the official books and records of the Customer (the "*Resolutions*"), in accordance with applicable State law:

**I. BMO HARRIS AS DEPOSITORY; DESIGNATION OF AUTHORIZED OFFICERS; AUTHORIZED ACTIVITIES**

BE IT AND IT IS HEREBY RESOLVED by the governing board or body of  
VILLAGE OF HINSDALE  
(the "*Customer*"), a duly organized and existing under the laws of the State of ILLINOIS (the "*State*"), that BMO Harris Bank N.A. ("*BMO Harris*") is designated as an authorized depository of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that each of the following officials or officers of the Customer is designated as an "*Authorized Officer*"; with each such Authorized Officer empowered to act individually on behalf of the Customer to exercise such powers and authorities as are set forth in these resolutions (the "*Resolutions*");

NAME	TITLE	SPECIMEN SIGNATURE
1. THOMAS CAULEY JR	Village President	
2. KATHLEEN A GARGANO	Village Manager	
3. ALISON BROTHEN	Assistant Finance Director	
4.		
5.		
6.		
7.		

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to delegate to one or more of his or her deputies or authorized representatives (each, a "*Deputy*") any or all of the powers and authorities granted to the Authorized Officers herein, including, but not limited to, signatory powers and authorities, as any such Authorized Officer deems necessary, desirable or appropriate (excluding, however, the authority to appoint additional or revoke the authority of any

Deputy), or revoke such authority, such determination to be conclusively presumed by any such Authorized Officer informing BMO Harris (in writing or by electronic (Internet, fax or e-mail) instruction) of such designation, delegation or revocation.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, in accordance with applicable State law and in furtherance of the purposes of the Customer's ordinances, resolutions, charter provisions (if applicable) and adopted policies regarding the management of its financial and banking affairs (the "*Enabling Laws*"):

(a) to execute and deliver any and all signature cards, authorizations, set-up and other applications, forms, documentation, instructions, certificates and agreements, including without limitation any deposit account agreements, required or requested by BMO Harris, or deemed necessary, appropriate or desirable by an Authorized Officer, in connection with the establishment, maintenance or administration of any checking, savings or other deposit accounts with BMO Harris (the "*Accounts*") or in connection with any other banking services provided by BMO Harris, to close any or all of the Accounts or to terminate such banking services and receive any proceeds therefrom, such determination to be conclusively evidenced by the execution and delivery of such signature card, authorization, set-up or other application, form, document, instruction, certificate or agreement by any such Authorized Officer;

(b) to make, execute, draw, accept and endorse (manually, via facsimile signature, stamp or otherwise) any and all checks, notes, drafts, items, bills of exchange, acceptances, undertakings or other orders for the payment of money, including without limitation orders or directions in informal or letter form (collectively, "*Orders*"), against any money or funds or Accounts at any time standing to the credit of the Customer with BMO Harris, and BMO Harris is authorized to honor any and all such Orders so made, executed, drawn, accepted or endorsed, including those drawn to the individual order of any such person signing the same, or authorized by an Authorized Officer to be endorsed by, or purporting to be endorsed by, facsimile signature or stamp of such person without further inquiry or regard to the authority of said person or persons or the use of the Orders or the proceeds thereof;

(c) to instruct BMO Harris, in writing, electronically (including Internet, fax or e-mail) or otherwise, and take or cause to be taken all such other and further action, and to execute, acknowledge and deliver any and all certificates, agreements, documents and other instruments, that any such Authorized Officer deems necessary or desirable in relation to any Orders deposited into or drawn on an Account, including with respect to any stop payment instructions on such Orders, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, agreement, document or other instrument by any such Authorized Officer;

(d) to issue written, telephonic or electronic (including Internet, fax or e-mail) instructions with respect to the transfer of funds of the Customer on deposit with BMO Harris (or at any other depository) by wire, automated clearing house or other electronic means of transfer, without any written Order being issued with respect to such transfer; and to enter into such agreements with BMO Harris, in the name and on behalf of the Customer, with respect to such transfers authorizing or providing for automatic or repetitive transfers, including without limitation agreements protecting BMO Harris against the consequences of relying on instructions from

persons purporting to be authorized to act in the name and on behalf of the Customer, that any such Authorized Officer may deem necessary, appropriate or desirable, such determination to be conclusively evidenced by the issuance of such instruction or the execution of such agreement by any such Authorized Officer, and to receive and administer user procedures, numbers, codes, passwords and other identification data and procedures assigned to the Customer and its users for the foregoing services;

(e) to conduct Internet banking transactions using the services offered by BMO Harris over the Internet as permitted by the terms and conditions set forth in any agreement by and between BMO Harris and the Customer and to designate his or her Deputies as agents of the Customer, and authorize each of his or her Deputies to conduct such banking transactions using the Internet, on behalf of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized, empowered and directed, in the name and on behalf of the Customer, to take or cause to be taken any and all actions necessary to ensure that all information relating to the Customer, the Authorized Officers and the Deputies delivered to or otherwise in BMO Harris' possession, including without limitation, the Customer's address for purposes of the delivery of account statements, account titles, notices, correspondence and contact information, is at all times true, correct and complete.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that in furtherance of the purposes of the Enabling Laws, any employee, officer or agent of the Customer is authorized and empowered to execute or endorse for deposit, transfer or otherwise any Order or other negotiable instrument, which executions or endorsements may be made in writing, by facsimile signature or by stamp and with designation of the person so endorsing; and that in the absence of any such execution or endorsement BMO Harris be and it hereby is authorized and empowered to make such execution or endorsement for deposit in the name and on behalf of the Customer.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to take any and all actions, and to execute, acknowledge and deliver any and all certificates, applications, agreements, documents, instructions and other instruments, that any such Authorized Officer deems necessary, appropriate or desirable in order to close any or all of the Accounts and receive any proceeds therefrom in furtherance of the purposes of the Enabling Laws, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, application, agreement, document, instruction or other instrument by any such Authorized Officer.

## **II. AUTHORITY TO OBTAIN ADDITIONAL BANKING SERVICES**

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer to take any and all other actions, and to execute, acknowledge and deliver any agreements that any of the Authorized Officers deem necessary or desirable in order to obtain or procure any other additional banking services from BMO Harris, including without limitation cash management services, including, but not limited to, wire transfer, ACH or other electronic funds transfer services, collection and deposit services, and/or any electronic banking services, that any Authorized Officer deems necessary, appropriate or desirable, including terms in such agreements that would have the Customer

indemnify (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) or limit BMO Harris' liability, such determination to be conclusively evidenced by the execution, acknowledgement and delivery thereof by any such Authorized Officer; *provided, however*, that nothing in these Resolutions is intended or shall be construed to authorize any Authorized Officer to borrow money, obtain credit or otherwise incur any debt or liability of the Customer or mortgage, pledge or otherwise encumber any property of the Customer without, in each instance, further authorization from the governing board or body of the Customer.

### III. GENERAL

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that the Clerk or Secretary of the Customer (or any of his or her designated assistants or representative) is authorized and directed to deliver to BMO Harris a certified copy of these Resolutions, which certified copy shall without more constitute the undertaking and agreement of the Customer as herein provided, and to certify that the provisions thereof are in conformity with the Enabling Laws and that these Resolutions and the authority hereby conferred shall remain in full force and effect until the Customer notifies BMO Harris to the contrary in writing, but if any of the authorities and undertakings herein contained shall be terminated by operation of law without such notice, it is hereby resolved and agreed for the purpose of inducing BMO Harris to act hereunder that BMO Harris shall be indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred by it after such termination without notice.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that the Clerk or Secretary of the Customer (or any of his or her designated assistants or representative) is authorized, empowered and directed to certify to BMO Harris as to the incumbency and the genuineness of the signature of each Authorized Officer and any Deputy granted signatory power and authority pursuant to the terms hereof; and that to the extent such certification is not provided to BMO Harris in a timely manner, BMO Harris is authorized in its discretion to either rely on any signature that BMO Harris in good faith believes is the genuine signature of such Authorized Officer any such Deputy or refuse to honor any signature for such person until it receives such certification and BMO Harris shall be indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred by it for such reliance upon any such signature or for refusing to honor the signatures of any person not so certified to BMO Harris.

BE IT AND IT IS FURTHER RESOLVED by the governing board or body of the Customer that BMO Harris may conclusively presume that these Resolutions remain in effect and that all Authorized Officers and any Deputies designated pursuant thereto retain all powers and authorities granted upon them pursuant to these Resolutions, and in the case of any Deputy, such conclusive presumption shall be irrespective of whether the Authorized Officer that delegated the powers and authorities to such Deputy pursuant to these Resolutions is no longer an Authorized Officer, unless and until the Customer delivers to BMO Harris written notice to the contrary, and BMO Harris shall be indemnified (to the extent authorized by law and payable solely from funds, if any, that are then legally available to the Customer for such purpose) and held harmless by the Customer for any loss suffered or liability incurred (including for reasonable attorneys' fees and legal expenses) by it in reliance upon any signature of an Authorized Officer or Deputy, the genuineness of which has been certified to BMO Harris pursuant to these

Resolutions regardless of by whom or by what means the purported signatures may have been affixed to any instrument, if such signatures reasonably resemble the specimen signature so certified.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that any Authorized Officer is authorized and empowered, in the name and on behalf of the Customer, to take or cause to be taken all such other and further action, and to execute, acknowledge and deliver any and all certificates, applications, agreements, documents, instructions and other instruments, that any such Authorized Officer deems necessary, appropriate or desirable in order to carry out these Resolutions and to consummate or carry-out any of the transactions or matters contemplated hereby, such determination to be conclusively evidenced by the taking of such action or the execution and delivery of such certificate, application, agreement, document, instruction or other instrument by any such Authorized Officer.

BE IT AND IT IS FURTHER RESOLVED that the governing board or body of the Customer hereby approves and ratifies each and every action taken by its officials, officers and employees prior to the date hereof in furtherance of the purposes of these Resolutions.

BE IT AND IT IS HEREBY FURTHER RESOLVED by the governing board or body of the Customer that these Resolutions shall take effect immediately upon their approval and adoption.

2. The Resolutions have not been amended, altered, modified, rescinded or repealed and are in full force and effect as of the date hereof.

3. The Resolutions do not conflict with or contravene any applicable law including the Enabling Laws, or any agreement, law, regulation or order applicable to the Customer.

4. Each of the persons listed on the first page of the Resolutions has been designated by the governing board or body of the Customer in the Resolutions as an Authorized Officer and each such Authorized Officer has been duly elected or appointed to and currently holds the office(s) set forth opposite his or her name and each such Authorized Officer's specimen signature set forth in the Resolutions above is the genuine signature of such Authorized Officer.

5. On the Resolution Date the deliberations of the governing board or body of the Customer on the adoption of the Resolutions were conducted openly, that the vote on the adoption of the Resolutions was taken openly, that the meeting was called and held at a specified time and place convenient to the public and was otherwise called and held in accordance with applicable State law regarding the holding of open and public meetings and with all of the procedural rules of the Customer.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of the Customer as of the date first written above.

Signature

Name: Christine Bruton

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



DATE: January 15, 2021

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 November 2020

In summary, the Fire Department activities for November 2020 included responding to a total of **177** emergency incidents. There were **49** fire-related incidents, **96** emergency medical-related incidents, and **32** emergency/service-related incidents.

This month, the average response time from receiving a call to Department crews responding, averaged **1** minute and **15** seconds. Response time from receiving a call to Department crews arriving on the scene was **4** minutes and **36** seconds.

In the month of November, there was **\$17,600.00** of dollar loss due to fires. Members assisted Clarendon Hills and Western Springs on various calls.

In the month of November, Chief Giannelli covered short shifts due to shift staffing shortages. The total hours covered were **48**, thereby saving the Village an estimated **\$2,880.00** 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  
November 2020



## **Emergency Response**

In **November**, the Hinsdale Fire Department responded to a total of **177** requests for assistance, for a total of **2,047** responses this calendar year. There were **23** simultaneous responses and **zero (0)** train delays this month. The responses are divided into three basic response categories (Fire, Ambulance, and Emergency):

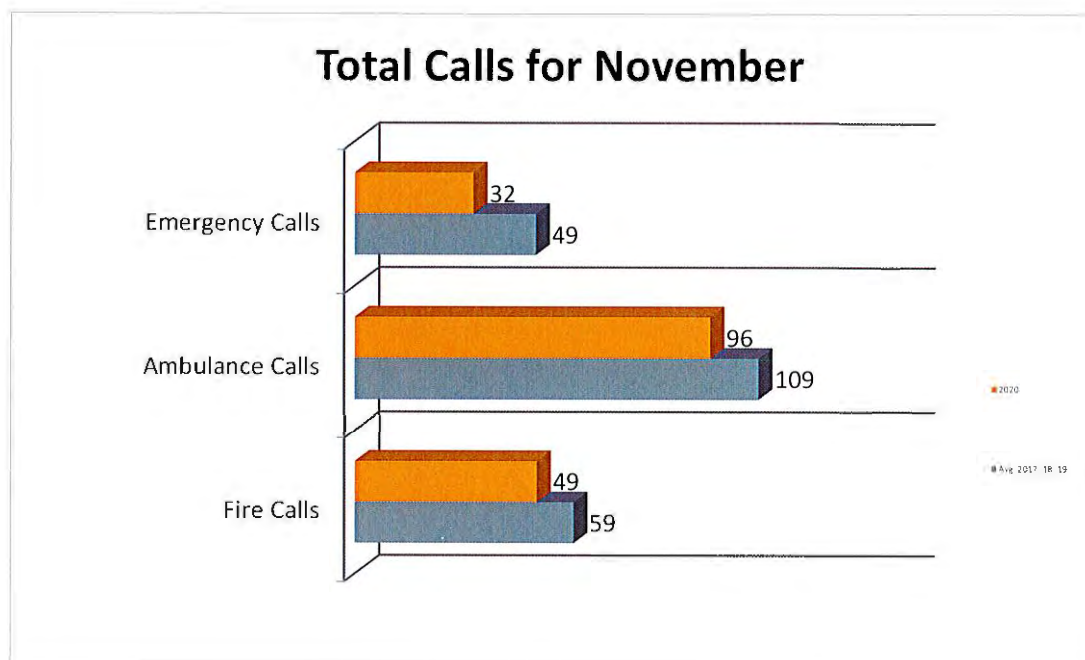
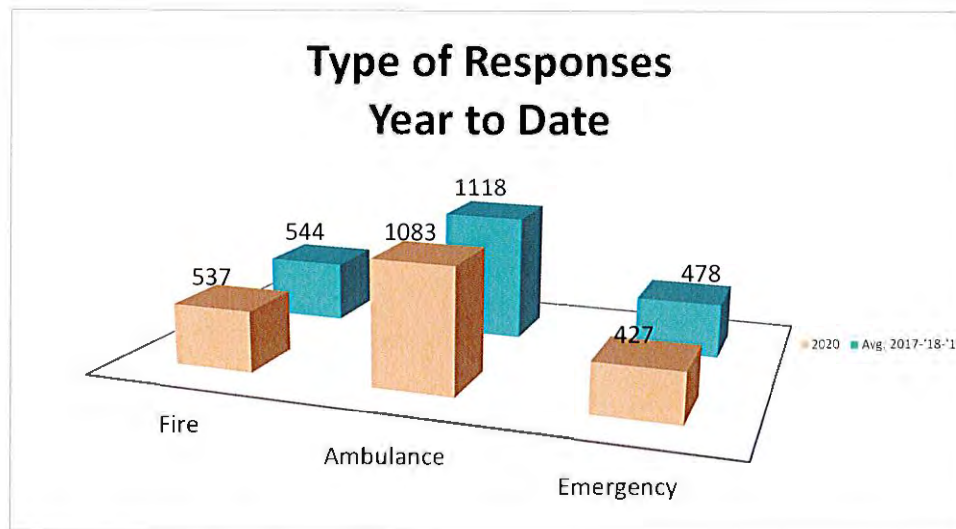
<b>Type of Response</b>	<b>November 2020</b>	<b>% of Total</b>	<b>Three Year Average November 2017-2018-2019</b>
<b>Fire:</b> (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	<b>49</b>	<b>28%</b>	<b>59</b>
<b>Ambulance:</b> (Includes ambulance requests, vehicle accidents and patient assists)	<b>96</b>	<b>54%</b>	<b>109</b>
<b>Emergency:</b> (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)	<b>32</b>	<b>18%</b>	<b>49</b>
<b>Simultaneous:</b> (Responses while another call is on-going. Number is included in total)	<b>23</b>	<b>14%</b>	<b>31</b>
<b>Train Delay:</b> (Number is included in total)	<b>0</b>	<b>0%</b>	<b>4</b>
<b>Total:</b>	<b>177</b>	<b>100%</b>	<b>217</b>

### **Year to Date Totals**

<b>Fire: 537</b>	<b>Ambulance: 1,083</b>	<b>Emergency: 427</b>
<b>2020 Total: 2,047</b>	<b>2017-18-19 Average: 2,140</b>	



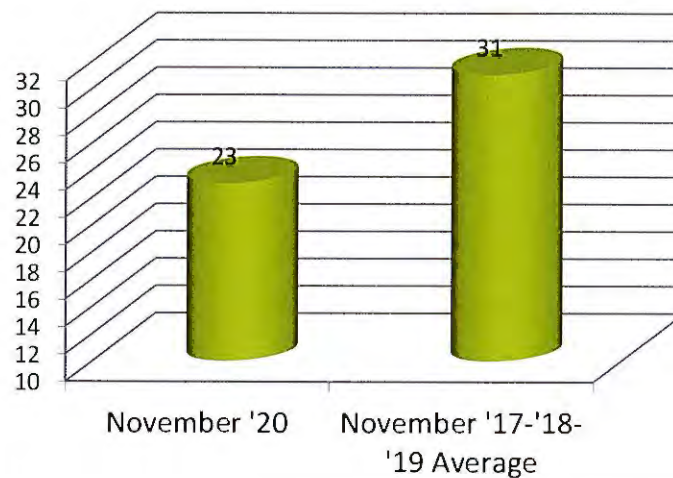
## Emergency Response



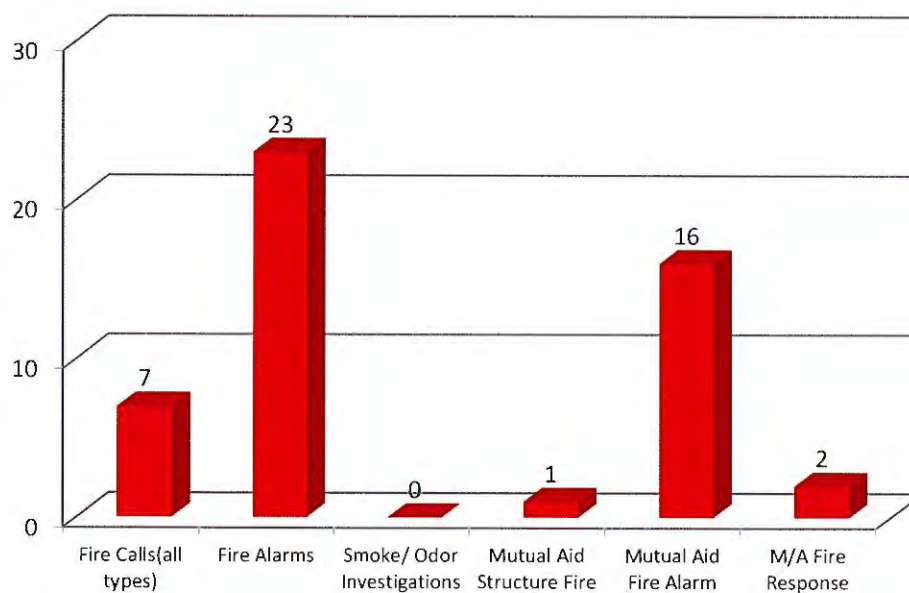


## Emergency Response

### Simultaneous Calls

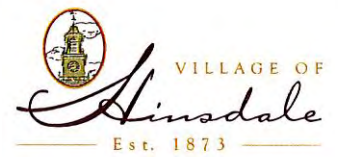


### Distribution of Fire Related Calls



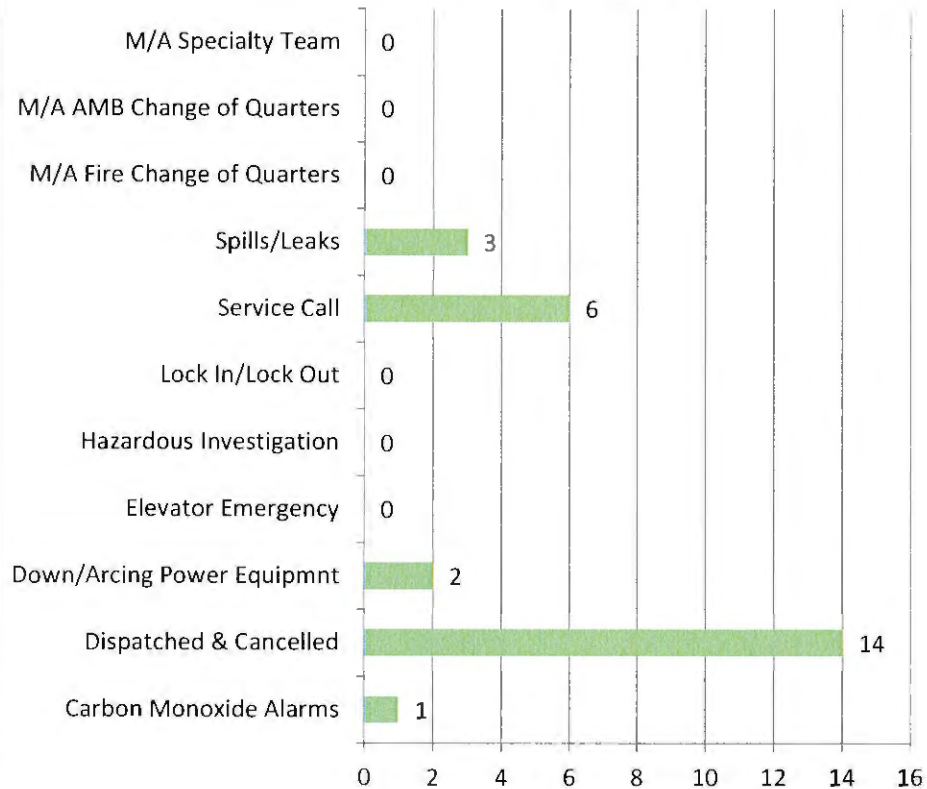


Hinsdale Fire Department – Monthly Report  
November 2020

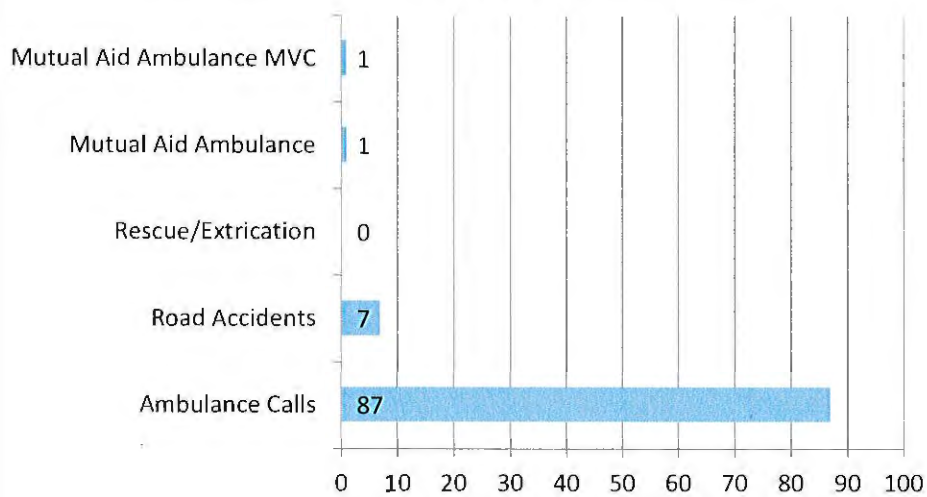


## Emergency Response

**Distribution of  
Emergency Related Calls**



**Distribution of EMS Related Calls**







## Hinsdale Fire Department – Monthly Report November 2020



### **Incidents of Interest**

#### **Call #**

- #20-2139** – Members of Black Shift with Engine 84, Medic 84, and Tower 84 responded to 432 S. Grant St. for the report of an inside gas leak. On arrival units found carbon monoxide in excess of 800ppm in the office above the garage. Nicor was called to the scene. The area was ventilated, no one was ill or injured. The source was found to be a vehicle left running for several hours overnight.
- #20-2148** – Members and Engine 84 responded for the carbon monoxide alarm, with no illness. On arrival they found CO in excess of 30ppm. Nicor was called to the scene and the source was a malfunction in the furnace vent. No illness or injury was reported.
- #20-1879** – Members and Engine 84, Medic 84 and Tower 84 responded for the smell of gas inside. Upon arrival, evacuation was in progress. This home is converted into a 4 unit apartment building. One of the residents on the scene advised that a tenant on the first floor had moved out and she found two gas burners on inside the apartment. She turned off both of the burners. Crews metered the building and found levels close to 3% Lower Explosive Limit (LEL) on the 2nd floor. Residents were instructed to leave the building and the building was ventilated. Levels within the building were brought down to zero Lower Explosive Limit. DuComm was advised to send PD over for a report. E84 completed another walk thru of the building and confirmed readings are still at zero. The residents were allowed back into the building.
- #20-2180** – Members and Engine 84 and Medic 84 responded to I-294 SB mile marker 26.5 for the multiple vehicle accident. On arrival the found three cars, with three people involved. One person had severe abdominal pain, and she was transported ALS to Elmhurst Hospital. All the other patients refused treatment and transport.
- #20-1888** – Members and Medic 84, Engine 84 and Tower 84 responded for the lawn mower on fire in KLM Park. Upon arrival, M84 and E84 circled the park to find the best access to the fire. The lawnmower is in far north end of KLM Park about 300 feet from the pedestrian bridge. M84 used a fire extinguisher to start to put out the fire while E84 and T84 pulled the cross-lay to complete the extinguishment. The scene was turned over to HPD and the landscaping company.
- #20-1922** – Members and Engine 84 responded for the fully involved riding lawnmower fire. Upon arrival E84 used hand lines to extinguish the fire.
- #20-1925** – Members and Engine 84 and Medic 84 responded to Manor Care for the patient that was positive for COVID-19. All members wore the proper PPE required.
- #20-2037** – Members and Tower 84 and Medic 84 responded for the house lockout and well-being check – Upon arrival T84 made entry into a home for the patient that was not answering the door and was dropped off the night before after drinking at a party. Hinsdale PD then made entry to clear the home and found the patient upstairs in bed still intoxicated and badly bruised and bloody. M84 assessed and treated the patient ALS, then transported to Hinsdale Hospital ER.



## Hinsdale Fire Department – Monthly Report November 2020



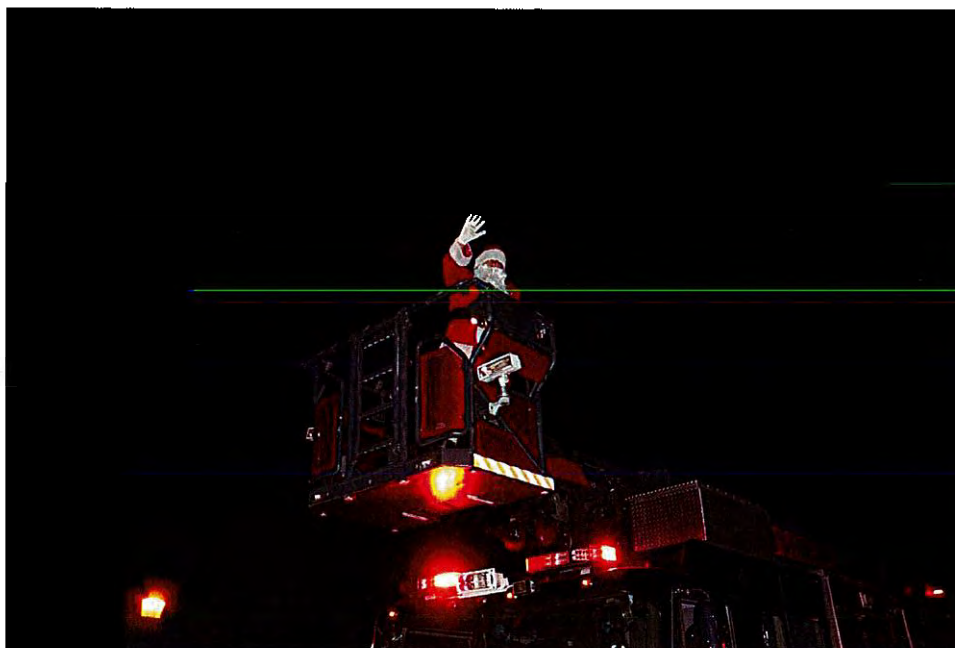
### **Training/Events**

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

**11/9 –** Capt. Carlson, Lt. McCarthy attended a live burn training at the NIPSTA fire academy.

Members conducted training on Liquid Petroleum fires.

Lt. McCarthy and FF/PM Nichols attended the Wellness House Christmas Party with T84. The truck was set up with Santa in the basket. Families who have been affected by cancer participated in a drive through Christmas Party.



**11/20 –** Capt. Neville and Lt. Ziemer attended a live fire training at NIPSTA to observe PFF/PM Chris Swon at the fire academy.

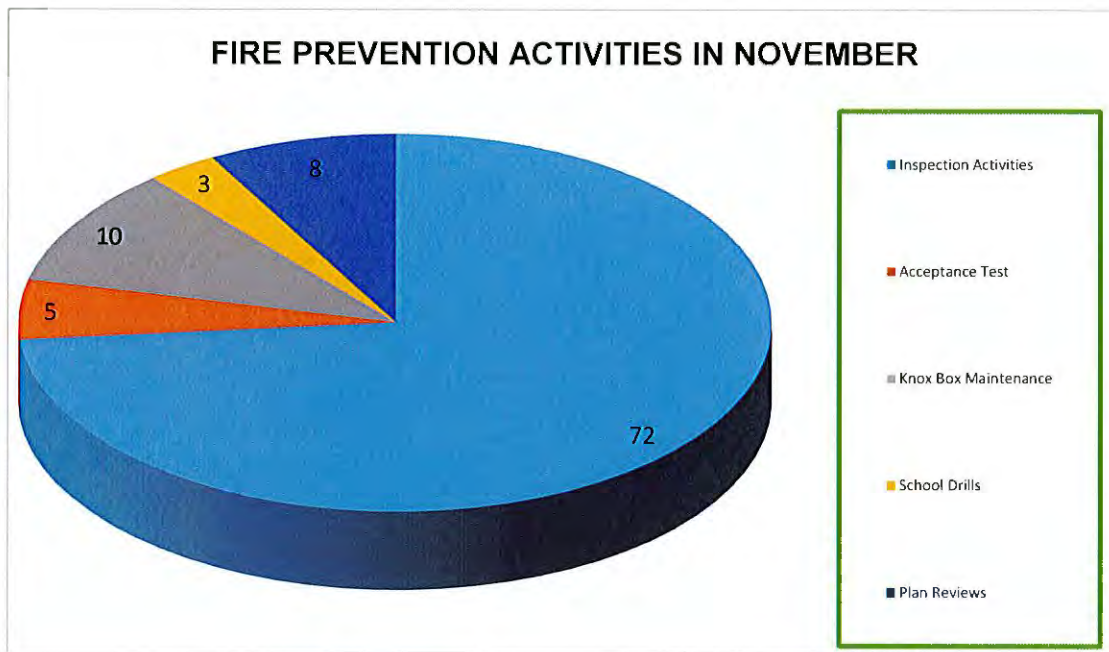
**11/21 –** Members conducted training on elevators and elevator emergencies.

**11/30 –** Members conducted a thermal imaging camera drill, and conducted a 16 Life Safety Initiatives drill.



## **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.

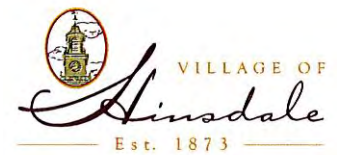


## **Fire Prevention/Safety Education**

- The Bureau continues to carefully interact with the business community following all the safety and health guidelines to insure the best possible business environment possible for outdoor dining.
- The Bureau is continuing to working closely with all the schools to help insure a safe school year. We're working closely with school administration to help guide them and assist them with school safety drills.



**Hinsdale Fire Department – Monthly Report  
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**Inspection Activities**

**November 2020 had a total of 98 Fire Inspection Activities:**

**Inspections - 50**

Initial (36)  
Fire Alarm (13)  
Special (1)

**Re-inspections - 22**

**Acceptance Test - 5**

Sprinkler (4)  
Fire Alarm (1)

**Plan Reviews - 8**

General (4)  
Fire Alarm (2)  
Sprinkler (2)

**School Drills - 3**

Fire Drills (3)

**Knox Box Maintenance - 10**

There was \$4,105.00 of inspection fees forwarded to the Finance Department for the month of November.

*The total inspection fees forwarded to the finance department for the 2020 calendar year total year to date (YTD) is \$41,091.00.*