

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, DECEMBER 13, 2010**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 4:00 P.M., Monday December 13, 2010, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT: Chairman Laura LaPlaca, Trustee Kim Angelo, Trustee Doug Geoga, Trustee Bob Saigh

ABSENT: None

ALSO PRESENT: Dave Cook, Village Manager; Robb McGinnis, Director of Community Development; Dan Deeter, Village Engineer; George Franco, Director of Public Services; John Finnell, Village Forester; Dan Hopkins, Village Horticulturist.

Approval of Minutes – November 08, 2010

The EPS Committee reviewed the minutes from the November 08, 2010 meeting. Trustee Saigh motioned for approval for the November 08, 2010 minutes. Trustee Geoga seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco discussed the highlights of the Public Services monthly report. These included salt/sand usage in November, water main breaks in November, the opening of the Burns Field ice rink, and scheduling of the IPM meeting. A general discussion took place and the IPM will be held during the February EPS meeting.

Proposed Parkway Tree Removals at 518 S Lincoln St. Chairman LaPlaca introduced this agenda item. The applicant was not present at the meeting. The committee discussed the issue. The committee unanimously agreed that the trees should not be removed, the sidewalk should not be constructed by the applicant, and the applicant should instead provide a fee in lieu of constructing the sidewalk per the Village's Sidewalk Master Plan ordinance.

Engineering Monthly Report

Veeck Park Wet Weather Facility Update.

Mr. Deeter introduced Mr. Jay Olson, Clark Dietz, Inc. Mr. Olson reviewed the Veeck Park issues with the Committee. Mr. Deeter reviewed the status of construction projects in the Village. The committee asked questions about various projects. Chairman LaPlaca noted that residents can contact the EPS committee if they wish to be part of the Oak Street Bridge Advisory committee.

To Recommend Adoption of an Ordinance Vacating the West Half of Public Alley Right-of-Way Adjacent to and East of 639 S. Quincy Street at a Purchase Price of \$8,000.

Chairman LaPlaca introduced the agenda item. Trustee Saigh motioned to approve. Trustee Angelo seconded. The motion passed unanimously.

To Approve an Intergovernmental Agreement for the Purchase of Rock Salt with the Community Consolidated School District No. 181 per the Attached Agreement.

Chairman LaPlaca introduced this agenda item. Mr. Franco provided additional information. A general discussion took place. Trustee Saigh motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Angelo seconded. Motion carried and the meeting was adjourned at 4:59 P.M.

Respectfully submitted,

Dan Decter
Village Engineer

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: January 10, 2011
RE: Public Hearing for the Illinois Environmental Protection Agency Loan Project Number L174509 and L174511 for the Chestnut Street and Garfield Street Projects.

1. The Village of Hinsdale has applied for state revolving loans from the Illinois Environmental Protection Agency (IEPA) for proposed sewer separation/wastewater projects on Chestnut and Garfield Streets. The IEPA has reviewed the facilities plans for both projects and has determined the projects to be technically sound and cost-effective.
2. The proposed Chestnut Street project, Project Number L174509, includes infrastructure improvements on Chestnut Street from Quincy to Vine as well as improvements to some adjacent side streets. Specifically, it includes:
 - a. Pavement remove/replace on:
 - i. Chestnut Street from Quincy to Vine
 - ii. Quincy Street from Chicago to mid-block south of Chestnut (trench repair only).
 - iii. Bruner Street from Chicago to Chestnut (trench repair only)
 - iv. Bodin Street from Chicago to Chestnut
 - v. Thurlow Street from Chicago to Chestnut
 - b. Sewer Separation/Storm Sewer Construction
 - i. Chestnut Street from Quincy to Clay
 - ii. Quincy Street from Chicago to mid-block south of Chestnut
 - iii. Bruner Street from Chicago to Chestnut
 - iv. Bodin Street from Chicago to Chestnut
 - v. Thurlow Street from Chicago to Chestnut
 - c. Sanitary Sewer
 - i. Chestnut Street from Madison to Clay
 - ii. Thurlow Street from Chicago to Chestnut
 - d. Water Main Replacement
 - i. Thurlow Street from Chicago to Chestnut
 - e. The estimated loan amount is \pm \$5.1M.
3. The IEPA loans will also address the sanitary sewer lining operations conducted in 2010 during the Garfield Street Infrastructure Improvement Project, Project Number L174511. The estimated loan amount is \pm \$0.4M.
4. As part of the loan application process, the Village of Hinsdale is required to conduct a public hearing to solicit public comments on the proposed projects. The public may

make comments at the public hearing or may submit written comments up to 10-days after the public hearing to the Village Engineer, Village of Hinsdale, 19 E. Chicago Street, Hinsdale, IL 60521 or to Gary Bingenheimer, IEPA Bureau of Water, 1021 North Grand Avenue East, PO Box 19276, Springfield, IL 62794-9276.

5. Per IEPA requirements, the Village will provide advertisement for the public hearing at least 10 days in advance. A legal notice of the public hearing appeared in the Hinsdalean on 12/30/10.

cc: President and Board of Trustees
David Cook

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PUBLIC SERVICES MONTHLY REPORT-DEC. 2010
Date: 1/4/11

The Public Service Department dispatched snow and ice crews 15 times during December, plowing snow/ice and spreading 370 tons of rock salt, 153 tons of sand, and 1,300 gallons of liquid calcium chloride on Village roadways with another 2.45 tons of salt/calcium chloride/urea used on village sidewalks, ramps, and stairs. The cost for chemicals used was \$27,683.40 for rock salt, \$2,651.49 for sand, \$1,003.66 for bagged material, and \$767.00.00 for liquid calcium chloride for a total monthly chemical cost of \$32,105.55. These crews have logged approximately 651 overtime hours and 115 regular hours to combat the weather conditions, which included removing the snow/ice from the Business District twice during December. The sidewalks in the Business District have been shoveled three times during the month for a cost of \$2,850.00. A comparison of time and materials related to snow and ice operations from this year to last year (through December 31) is as follows:

	<u>2009</u>	<u>2010</u>
Crews Dispatched	18	15
Regular hours	522	115
Overtime hours	691	651
Salt	472.5 tons	370 tons
Sand	343.5 tons	153 tons
Bagged Material	3.9 tons	2.45 tons
Liquid Calcium	1,600/gal	1,300/gal

Estimated Chemical Cost \$43,352.78

\$32,105.55

All snow and ice removal equipment has been inspected and repaired after every snow event, and is considered to be in good working order. Public Service crews also responded to and repaired 19 water main breaks during the month of January. These crews logged approximately 326 overtime hours to make these repairs to the water system. The dates, locations, and pipe sizes of the water main breaks are as follows:

1.	12/5/10	5619 Childs	6 inch cast iron main
2.	12/9/10	802 Chanticleer	6 inch cast iron main
3.	12/9/10	9 th and Oak	6 inch cast iron main
4.	12/10/10	9 th and Oak	6 inch cast iron main
5.	12/15/10	306 N. Garfield (on Hickory)	6 inch cast iron main
6.	12/17/10	848 S. Madison	4 inch cast iron main
7.	12/18/10	314 N. Bruner	6 inch cast iron main
8.	12/20/10	900 S. Madison	6 inch cast iron main
9.	12/20/10	5500 S. Grant	6 inch cast iron main
10.	12/21/10	401 S. Clay	6 inch cast iron main
11.	12/24/10	7 th and Clay	4 inch cast iron main
12.	12/24/10	Phillippa and Minneola	6 inch cast iron main
13.	12/26/10	4 th and Oak	4 inch cast iron main
14.	12/27/10	55 th and Quincy	6 inch cast iron main
15.	12/28/10	Phillippa and Bob-O-Link	6 inch cast iron main
16.	12/28/10	5627 S. Garfield	6 inch cast iron main
17.	12/29/10	2 nd and Clay	4 inch cast iron main

- | | | | |
|-----|----------|-----------------------------|-----------------------|
| 18. | 12/30/10 | 519 The Lane (on Phillappa) | 6 inch cast iron main |
| 19. | 12/31/10 | Wilson and Woodland | 6 inch cast iron main |

The Burns Field ice rink, which was closed during the New Year holiday due to inclement weather has been re-established with crews completing sweeping and layering maintenance as weather permits during normal work hours. The Public Service Department will be targeting the following projects as weather permits, which include:

- The start of the small tree pruning program, with Village crews pruning trees with a diameter of 10 inches or less.
- The continuation of the tree pruning contract, with The Care of Trees pruning 316 parkway trees with a diameter of over 10 inches.
- Removal of Christmas decorations from the Business District and Burlington park.
- The completion of a round of pot-hole patching, with crews then focusing on trouble areas throughout town.
- Monitoring of sump pump discharge locations, which require maintenance to remove icing hazards on roadways. During December, crews used approximately 12 tons of salt and 35 man hours to salt and scrape the ice from various locations.
- The approval of the submitted application for Tree City USA status, which would be the Village's 19th consecutive year.

Cc: Dave Cook, President Cauley, and Board of Trustees

PUBLIC SERVICE MONTHLY REPORT FOR DEC. 2010.00

ROADWAY

4.00 SIGNS
4.00 POSTS
5.00 SIGNS REPAIRED
3.00 TONS OF COLD MIX USED FOR POTHOLES
0.00 TONS OF HOT MIX
0.00 TONS OF GRAVEL FOR ALLEYS ACT,
0.00 WHITE PAINT
0.00 YELLOW PAINT
75.00 MAN HOURS BASIN TOP CLEANING
0.00 MAN HOURS ALLEY GRADING
0.00 MAN HOURS ALLEY TRIMMING
0.00 YARD OF CONCRETE

SNOW / ICE

15.00 Times crews where called out for snow and ice.
370.00 Tons of road salt used
153.00 Tons of sand used
2.45 Tons of salt + calcium for walks, ramps, stairs and train platforms.

TREE MAINT

10.00 TREES TRIMMED BY VILLAGE STAFF
2.00 TREES REMOVED BY VILLAGE STAFF
0.00 ELM TREES DETECTED BY STAFF
0.00 ELM TREES REMOVED BY STAFF
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS
0.00 TREE STUMPS REMOVED BY STAFF
0.00 TREES PLANTED BY STAFF
316.00 TREES TRIMMED BY CONTRACTOR(to date)
0.00 NON ELMS REMOVED BY CONTRACTOR
0.00 ELMS REMOVED BY CONTRACTOR

EQUIP MAINT

7.00 SCHEDULED MAINT
47.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

68502.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM
60955.00 PUMPED IN DECEMBER 2007
230.00 FEET OF SEWER LINES CLEANED
0.00 FEET OF SEWER LINE TELEVISED
1.00 SEWER BACKUP INVESTIGATIONS
0.00 BASINS REPAIRED
0.00 BASINS REBUILT
0.00 BASINS CLEAN FROM DEBRIS INSIDE
43.00 METER READINGS
6.00 WATER METERS REPAIRED
3.00 WATER METERS INSTALLED
2.00 HYDRANTS REPAIRED

22.00 HYDRANTS FLUSHED
 19.00 WATER MAINS REPAIRED
 1.00 SEWER SERVICE LOCATED
 165.00 J U L I E LOCATE REQUEST
 2.00 WATER CONNECT OR DISCONNECT INSPECTIONS
 72.00 VALVES EXERCISED
 0.00 VALVES REPAIRED
 8.00 WATER METERS REMOVED
 0.00 SEWER CONNECT INSPECTIONS
 0.00 FOUNTAINS SERVICED

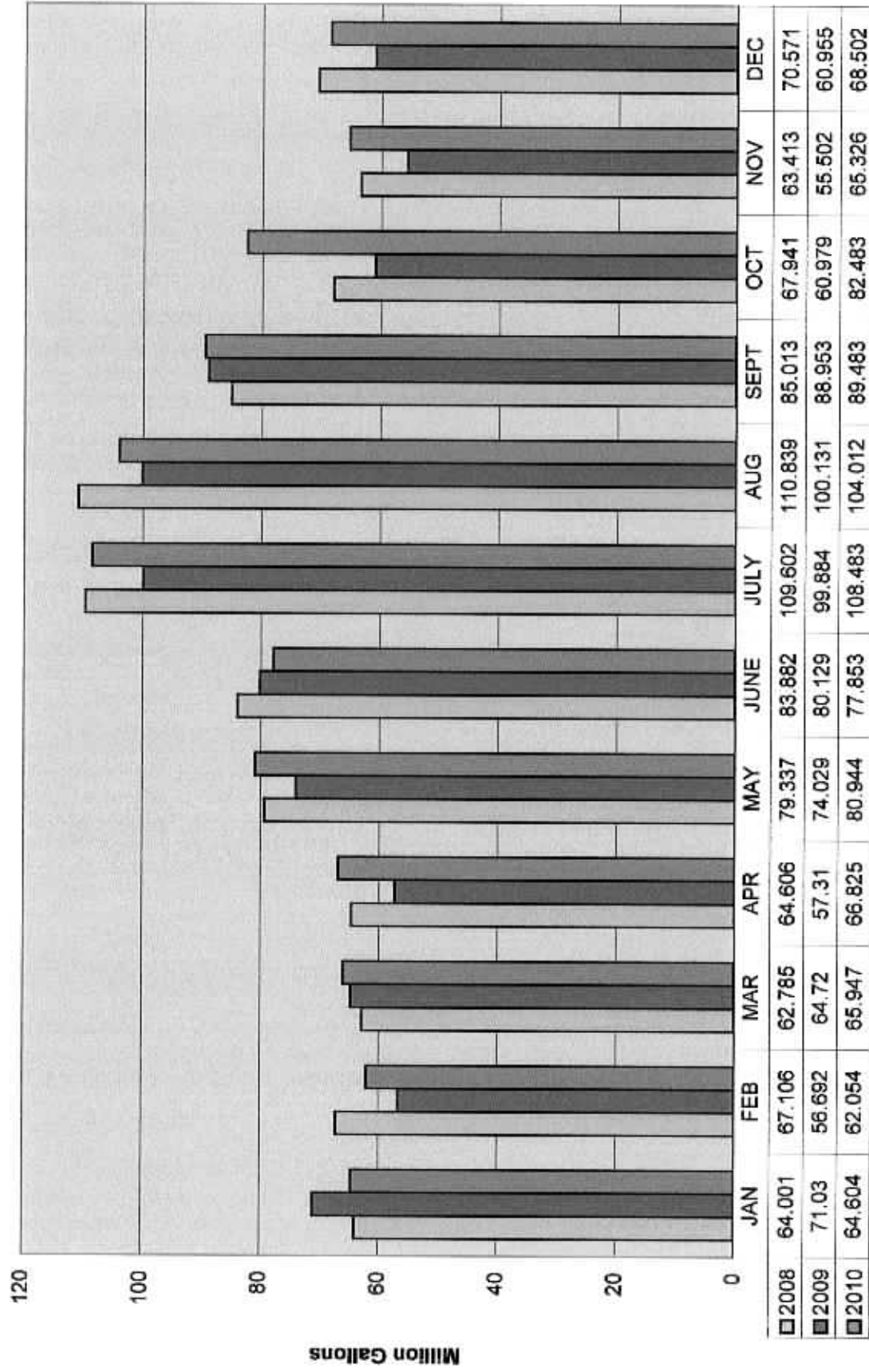
PARKS MAINTENANCE

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick and cleaning of the restrooms at Klm and a clean up of the Burns Field warming house before the of the formation of the ice rink. The Burns Field ice rink was placed during the first week of December and opened for skating on the 14th. Daily maintenance of the rink will continue as weather conditions permit. All athletic fields have been prepared for the winter season and equipment has been stored. Crews have installed straw bales around trees in sledding areas for ssafety.

BUILDING MANTENANCE

Building maintenance crews have been monitoring and servicing heating systems in Village owned buildings, making repairs as needed. Crews have completed floor repairs at the KLM lodge. Crews assisted in the testing of water and dry fire suppression systems in all Village owned buildings. Generators at the Police/Fire department and Memorial Hall have been tested for proper operation. Heating calls for service/repair included: the Water Plant, Highland Station, Memorial Hall, KLM paddle tennis hut building, Police/Fire department, and the Youth Center.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520

MONTHLY REPORT

Month: December, 2010

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free Cl ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average		
1	2060	0.84	0.04	1.04	49	26	0.00
2	2168	0.82	0.04	1.02	49	30	0.00
3	2030	0.81	0.04	1.04	48	25	0.00
4	2016	0.83	0.04	1.05	48	32	0.00
5	2172				47		0.00
6	2196	0.88	0.04	1.02	46	19	0.00
7	2248	0.83	0.04	1.06	46	20	0.00
8	2179	0.90	0.04	1.04	45	16	0.00
9	2235	0.86	0.04	1.04	45	20	0.00
10	2186	0.85	0.04	1.06	44		0.00
11	2067	0.82	0.04	1.04	44	38	0.00
12	2274				44		0.00
13	2159	0.88	0.04	0.99	43	15	0.00
14	2200	0.91	0.04	1.01	42	24	0.00
15	2251	0.87	0.04	1.04	42	28	0.00
16	2241	0.90	0.04	0.99	42	30	0.00
17	2244	0.80	0.04	1.12	42	30	0.00
18	2386	0.81	0.04	1.09	42	20	0.00
19	2283				41		0.00
20	2469	0.89	0.04	1.04	41	29	0.00
21	2362	0.92	0.04	1.07	41	34	0.00
22	2260	0.87	0.04	1.04	41	34	0.00
23	2368	0.98	0.04	1.07	40	33	0.00
24	2354				40		0.00
25	2209	0.89	0.04	1.08	40	35	0.00
26	2073				40		0.00
27	2230	0.82	0.04	1.01	40	23	0.00
28	2158	0.85	0.04	1.03	40	22	0.00
29	2110	0.84	0.04	1.06	40	30	0.00
30	2161	0.89	0.04	1.02	40	40	0.00
31	2153				41		0.00

Day	Dist x1000	Free Cl_2 Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average	Air Temp Average	Total Precip
Sum:	68502						0.00
Avg:	2210	0.86	0.04	1.04	43	27	0.00
Max:	2469	0.98	0.04	1.12	49	40	0.00
Min:	2016	0.80	0.04	0.99	40	15	0.00

Reported By: Mark Pelhouse

VILLAGE OF HINSDALE, PLANT REPORT

Month: December, 2010

Day	Flow		—CL ₂ Residual—		Turbidity Average (NTU)	Fluoride Average (ppm)	H ₂ O Temp Average (F)	Air Temp Average (F)	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)					
1	1	2059	2060	0.75	0.84	1.04	49	26	0.00
2	0	2168	2168	0.81	0.82	1.02	49	30	0.00
3	0	2030	2030	0.83	0.81	1.04	48	25	0.00
4	0	2016	2016	0.75	0.83	1.05	48	32	0.00
5	0	2172	2172	0.75	0.88	1.02	47		0.00
6	0	2196	2196	0.73	0.83	1.06	46	19	0.00
7	1	2247	2248	0.78	0.90	1.04	46	20	0.00
8	0	2179	2179	0.83	0.86	1.04	45	16	0.00
9	0	2235	2235	0.83	0.85	1.04	45	20	0.00
10	0	2186	2186	0.82	0.82	1.06	44		0.00
11	0	2067	2067	0.81	0.82	1.04	44	38	0.00
12	0	2274	2274	0.81	0.88	0.99	44		0.00
13	0	2159	2159	0.77	0.91	1.01	43	15	0.00
14	0	2200	2200	0.81	0.87	1.04	42	24	0.00
15	0	2251	2251	0.89	0.90	0.99	42	28	0.00
16	1	2240	2241	0.82	0.80	1.12	42	30	0.00
17	0	2244	2244	0.75	0.81	1.09	42	30	0.00
18	0	2386	2386	0.74	0.89	1.04	41	20	0.00
19	0	2283	2283	0.71	0.89	1.04	41		0.00
20	0	2469	2469	0.69	0.92	1.07	41	29	0.00
21	0	2362	2362	0.72	0.87	1.04	41	34	0.00
22	0	2260	2260	0.74	0.98	1.07	40	34	0.00
23	0	2368	2368	0.74	0.89	1.08	40	33	0.00
24	0	2354	2354	0.74	0.82	1.01	40		0.00
25	0	2209	2209	0.73	0.85	1.03	40	35	0.00
26	0	2073	2073	0.76	0.84	1.06	40		0.00
27	1	2229	2230	0.78	0.89	1.02	40	23	0.00
28	0	2158	2158	0.75	0.82	1.04	40	22	0.00
29	0	2110	2110	0.75	0.89	1.06	40	30	0.00
30	0	2161	2161	0.81	0.89	1.02	40	40	0.00
31	0	2153	2153	0.82	0.86	1.04	41		0.00
Sum:	4	68498	68502	0.77	0.86	1.04	43	27	0.00
Avg:	0	2210	2210	0.77	0.86	1.04	43	27	0.00
Max:	1	2469	2469	0.89	0.98	1.12	49	40	0.00
Min:	0	2016	2016	0.69	0.80	0.99	40	15	0.00

WATER PLANT REPORT

Day	Flow Total (kgal)	Tank Levels		Pressures		Month: December, 2010 Pump Run Times			
		Standpipe (ft)	Clearwell (ft)	GSR (ft)	Upstream (psi)	System (psi)	HSP1 (hr)	HSP2 (hr)	HSP3 (hr)
1	2060	90.2	9.3	16.3	94.4	63.5	0.0	0.0	5.4
2	2168	90.7	9.3	16.3	94.3	63.8	0.0	0.0	4.8
3	2030	90.7	9.3	16.3	93.8	63.7	0.0	0.0	5.7
4	2016	91.1	9.3	16.4	93.9	63.9	0.0	0.0	6.7
5	2172	90.4	9.0	16.1	93.6	63.9	0.0	0.0	5.6
6	2196	90.7	9.1	16.0	93.3	63.9	0.0	0.0	4.8
7	2248	90.7	9.3	16.3	94.0	63.9	0.0	0.0	5.7
8	2179	90.5	9.4	16.4	94.2	63.7	0.0	0.0	5.2
9	2235	90.4	9.3	16.2	93.1	63.9	0.0	0.0	6.0
10	2186	90.7	9.2	16.1	92.8	63.9	0.0	0.0	5.0
11	2067	90.9	9.5	16.5	93.5	63.8	0.0	0.0	5.1
12	2274	90.7	9.9	16.8	92.8	63.9	0.0	0.0	0.7
13	2159	90.5	9.6	16.5	93.7	63.8	0.0	0.0	5.3
14	2200	90.7	9.5	16.4	93.5	63.9	0.0	0.0	5.0
15	2251	90.7	9.3	16.3	92.6	63.8	0.0	0.0	4.4
16	2241	90.5	9.5	16.4	93.7	63.9	0.0	0.0	4.9
17	2244	90.3	9.0	15.9	94.1	63.8	0.0	0.0	5.3
18	2386	90.3	9.3	16.2	92.5	64.1	0.0	0.0	6.0
19	2283	90.4	9.5	16.4	94.1	64.1	0.0	0.0	6.0
20	2469	91.0	9.5	16.6	92.2	63.8	0.0	0.0	5.3
21	2362	91.1	9.6	16.4	92.8	64.1	0.0	0.0	5.2
22	2260	91.2	9.5	16.6	93.9	64.1	0.0	0.0	5.3
23	2368	91.2	9.4	16.5	92.6	64.1	0.0	0.0	6.1
24	2354	91.6	9.7	16.3	92.8	64.3	0.0	0.0	4.4
25	2209	91.0	9.7	16.6	93.3	64.3	0.0	0.0	5.0
26	2073	90.4	9.6	16.6	92.6	64.3	0.0	0.0	5.3
27	2230	90.9	9.7	16.5	94.0	64.0	0.0	0.0	6.1
28	2158	90.4	9.5	16.4	94.8	63.7	0.0	0.0	4.4
29	2110	90.4	16.3	95.9	63.6	63.7	0.0	0.0	5.0
30	2161	90.4	16.7	93.0	63.7	63.7	0.0	0.0	5.5
31	2153	90.4	16.4	93.5	63.9	63.9	0.0	0.0	5.3
Sum:	68502						0.0	0.0	3.5
Avg:	2210	90.7	16.4	93.5	63.9	63.9	0.0	0.0	4.9
Max:	2469	91.6	16.8	95.9	64.3	64.3	0.0	0.0	158.7
Min:	2016	90.2	15.9	92.2	63.5	63.5	0.0	0.0	5.1
							0.0	0.0	6.7
							0.0	0.0	0.7

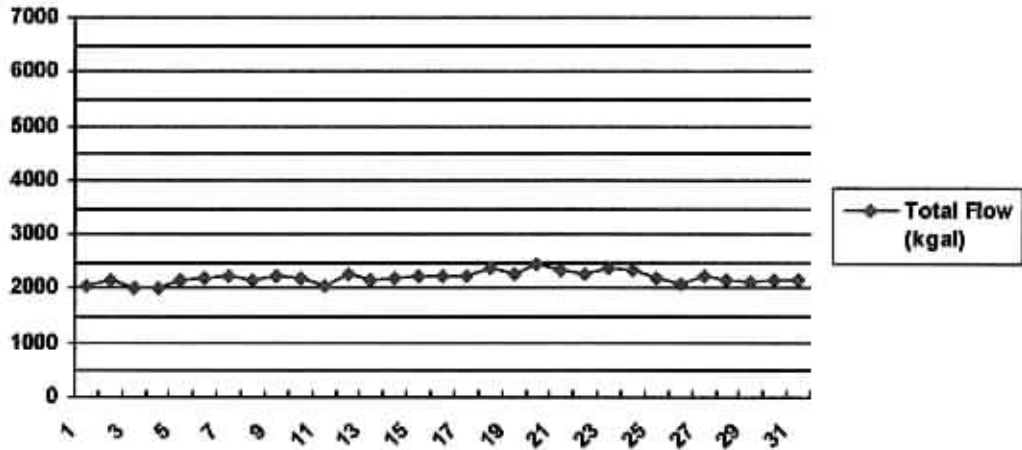
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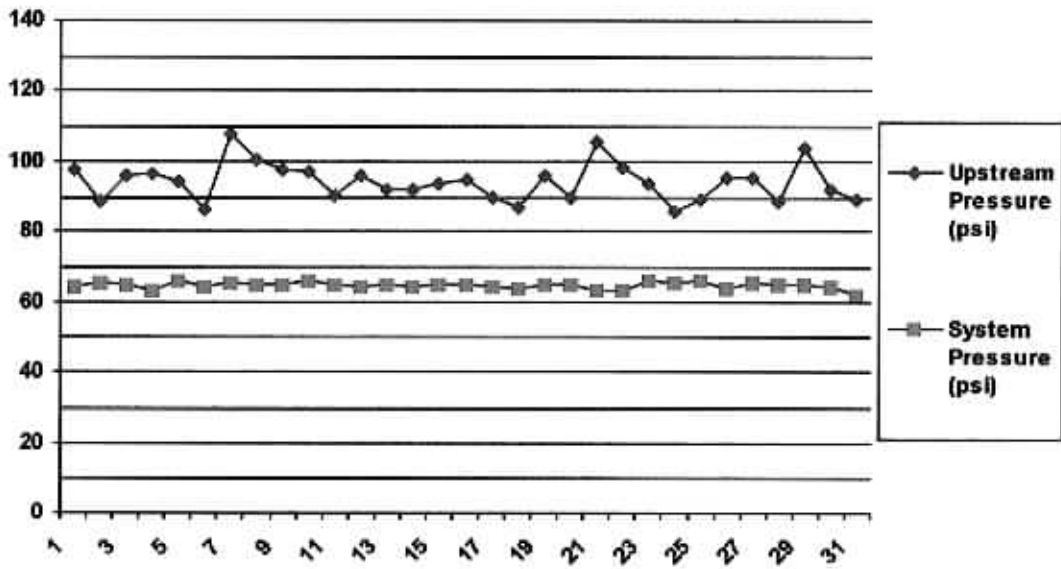
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: December, 2010

Daily Flows from DWC



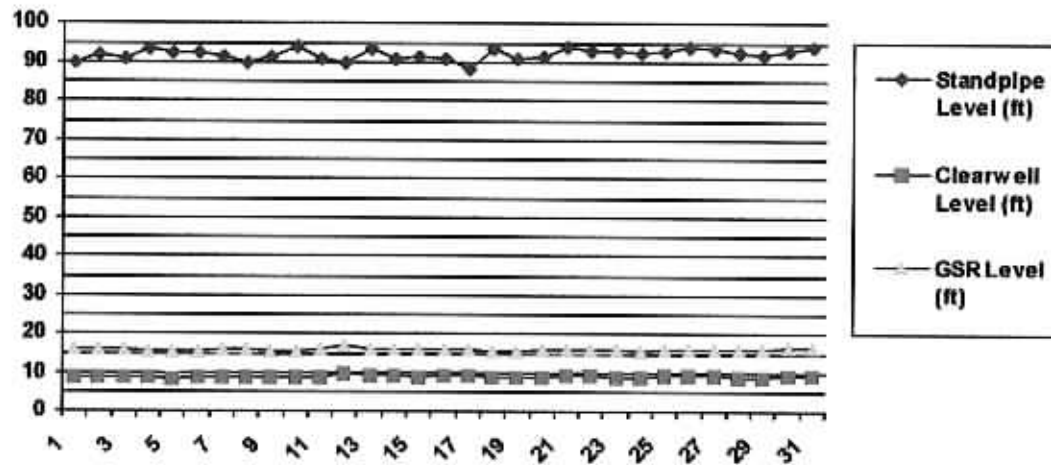
Daily Average Pressures



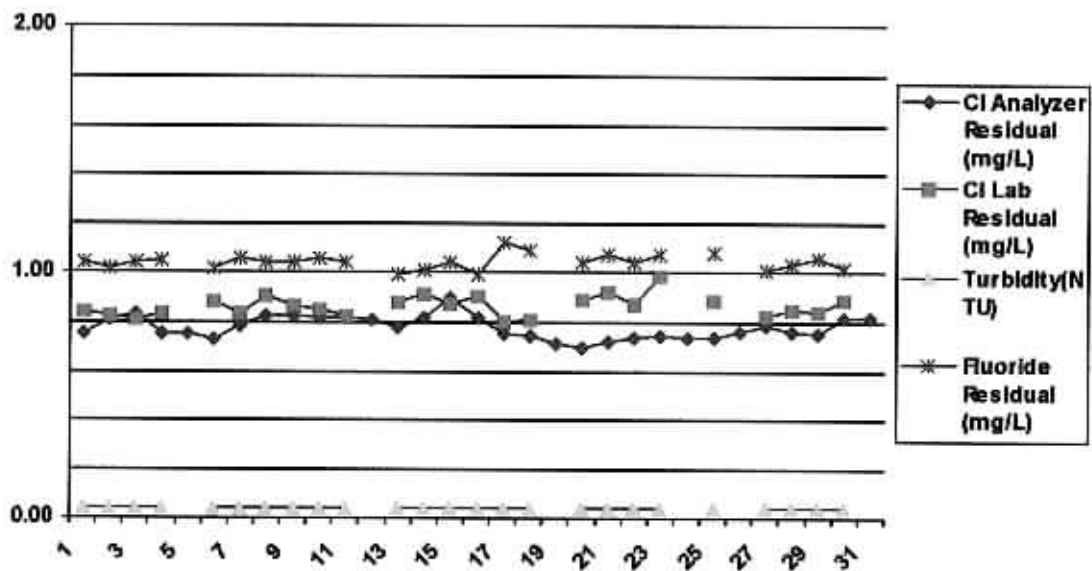
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: December, 2010

Daily Average Tank Levels

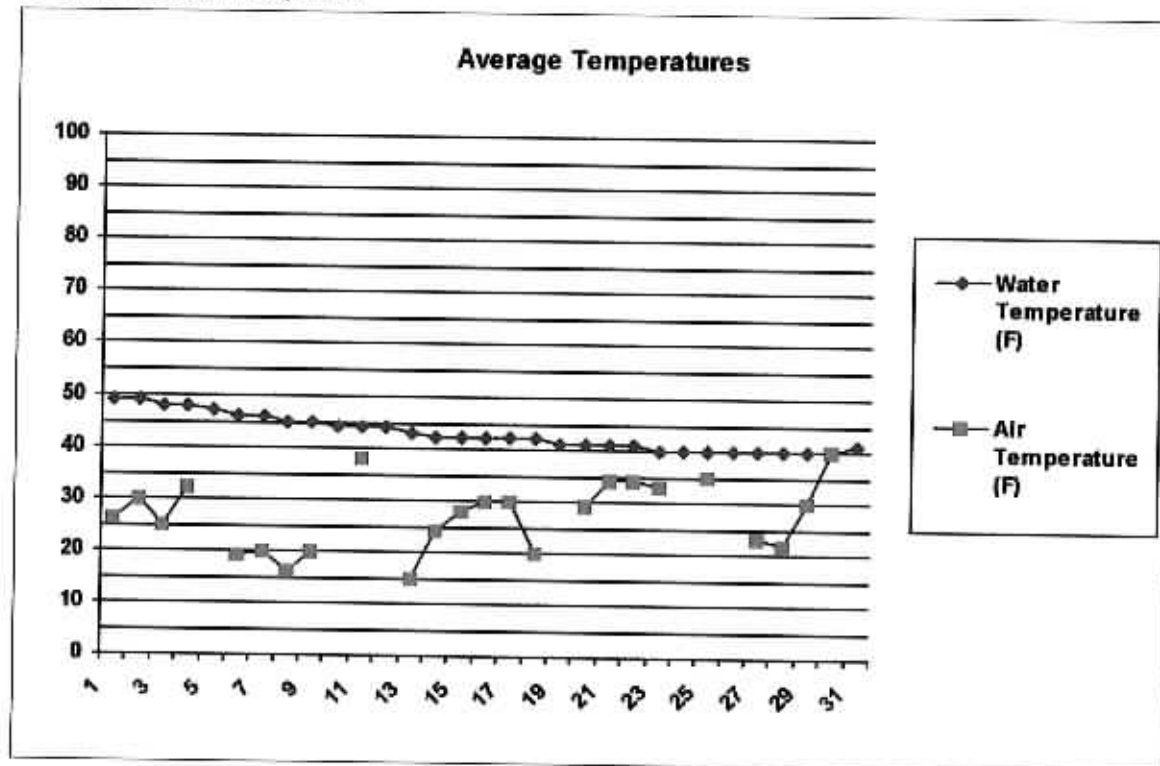


Daily Lab Results



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: December, 2010



High Service and Well Pump Maintenance

December 2010

High Service Pump Motors

High Service Pump Motor #1- Check oil and lubricate grease fittings

High Service Pump Motor #2- Check oil and lubricate grease fittings

High Service Pump Motor #3- Check oil and lubricate grease fittings

High Service Pump Motor #4- Check oil and lubricate grease fittings

Well Pump Motors

Well #2 Pump Motor- Check oil, grease fittings, ran for Bacteria Testing

Well #5 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

Well #8 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

Well #10 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

MONTHLY REPORT FOR December 2010

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>25</u>
# of lab turbidities	<u>25</u>
# of lab pH	<u>25</u>
# of lab fluoride	<u>25</u>
# of precipitation readings	<u>0</u>
# of temperature readings(air)	<u>24</u>
# of temperature readings(water)	<u>22</u>
# of DBP samples	<u>0</u>
# of Pumps serviced	<u>8</u>

MEMORANDUM

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: BUSINESS DISTRICT PLANTING BEDS
DATE: 1/5/11

The Public Services Department, in a continued effort to reduce costs associated with the Business District beautification has compiled a list of three possible landscape design options for the Business District planting beds for FY 2011-12. Staff welcomes additional input, comments, and or questions from Committee regarding the options of continuing in the same manner as last year or increasing/decreasing the amount of plantings within the Business District. Due to availability of plantings and budget planning, staff is respectfully requesting a direction from Committee regarding this item.

Cc: Dave Cook, President Cauley, and Board of Trustees

Business District Landscape Design Options 2011

Option 1

- Staff purchase, install, and maintain plants.
- High profile areas in the Business District only.
- Four season planting.

Option 2

- Staff purchase, install, and maintain plants.
- High profile areas in the Business District only.
- No fall plantings.

Option 3 (Used in FY 2010-11)

- Staff purchase, install, and maintain plants.
- High profile areas in the Business District.
- Include Memorial Building bed, flower urns, and KLM entrance beds.
- No fall plantings

* All flowerbeds in the Business District not included in the annual flower design will receive weekly attention from Village staff. Depending on availability, perennial flowers and ornamental grasses will be added to these beds.

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PERMISSION TO SEEK BIDS
Date: 1/5/2011

Staff is requesting the permission to seek bids on the following items:

1. Fuel**
2. Sewer cleaning, root cutting, and televising
3. Leak detection
4. Elm inoculation
5. Tree Pruning
6. Tree Removal
7. Custodial Services

**Public Services staff will be reviewing the possibilities of lowest cost pricing for fuel through the Suburban Purchasing Cooperative and/or current contract extensions.

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: January 10, 2011
RE: Engineering Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, 119 site inspections were performed for the month of October by three Engineering employees.

In addition to site management, the following capital improvement projects and engineering studies are also underway.

Veeck Park Wet Weather Facility

John Burns Construction Company (JBCC) has completed 99% of the construction on Veeck Park Wet Weather Facility. The Village is waiting for Burns to complete the "punch list" provided during their August 18, 2010. Some items of this punch list, such as final grading, top soil, and sod or seeding will not be completed until at least Spring 2011.

Third and Princeton Combined Sewer Overflow (CSO): John Burns Construction completed construction of the combined sewer overflow structure and backfilled the area in December 2010. The site still requires full restoration/landscaping before the final inspection and acceptance.

Garfield Road Program

The Village has applied for an IEPA revolving loan (estimated at 1.25%) for the sanitary sewer lining on the Garfield Project. As part of the IEPA revolving loan process, the Village will conduct a public hearing on 01/10/11. Updated loan paperwork will be submitted no later than the week of 01/10/11.

Oak Street Bridge Improvements

The Village conducted "kick-off" meetings for the Oak Street Bridge Engineering Phase 1/ Environmental Assessment with our consultants on 01/04/11, and with IDOT/DuPage Mayors and Managers Commission (DMMC) on 01/05/11. Clark Dietz is the prime consultant. They are supported by SEC Group, Inc. for structural & survey issues, Huff & Huff for environmental issues, TranSystems Corp. for transportation issues, and Wang Engineering for geotechnical issues. Huff & Huff will begin the environmental paperwork immediately. Weather permitting, SEC Group will begin surveying the week of 01/10/11. A copy of the Phase 1 timeline is attached.

2011 Resurfacing Project

The Village issued a request for proposals for the 2011 Resurfacing Project design and construction observation on December 8, 2010. Proposals were received by January 5, 2011. Staff is recommending that SEC Group, Inc., An HR Green Company develop the bid documents, support the bidding process, and conduct construction observation for the 2011 Resurfacing Project.

Chestnut Street Sewer Separation Project

Clark Dietz, Inc. has completed the design for the Chestnut Street Sewer Separation Project. As part of the IEPA revolving loan process, the Village will conduct a public hearing on 01/10/11. We have received an IEPA water main permit and anticipate the IEPA sanitary sewer permit in March 2011.

State and Federal Funding Opportunities

A summary of the Grant Funds Awarded to or Applied for by the Village of Hinsdale is attached. The IEPA acknowledged receipt of the Village's application for a \$750,000 Illinois Green Initiative Grant (IGIG) for Phase 1 of the Woodlands infrastructure improvements. They received 154 applications totaling approximately \$50 million. The IEPA will disburse a maximum of \$5 million in 2011. They anticipate announcing the winning projects in April.

Cc: President and Board of Trustees
Dave Cook

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches)
12/01/10	0.00		2.98	
12/02/10	0.01		2.86	
12/03/10	0.00		3.21	
12/04/10	0.00		3.20	
12/05/10	0.00		3.20	
12/06/10	0.00		3.19	
12/07/10	0.00		3.40	
12/08/10	0.01		3.43	
12/09/10	0.00		2.85	
12/10/10	0.00		2.18	
12/11/10	0.64		3.97	
12/12/10	0.00		2.34	
12/13/10	0.05		2.79	
12/14/10	0.05		2.31	
12/15/10	0.08		3.66	
12/16/10	0.00		3.89	
12/17/10	0.00		4.11	
12/18/10	0.00		2.11	
12/19/10	0.00		2.34	
12/20/10	0.04		2.03	
12/21/10	0.02		2.41	
12/22/10	0.02		2.81	
12/23/01	0.00		3.03	
12/24/10	0.00		3.25	
12/25/10	0.06		3.47	
12/26/10	0.00		3.52	
12/27/10	0.00		3.57	
12/28/10	0.04		2.49	
12/29/10	0.02		2.00	
12/30/10	0.06		2.79	
12/31/10	8.45	0.45	26.00	Warm & Rain Ground Frozen

Precipitation data is not collected in the winter because the rain gauge freezes.

PROJECT ELEMENT

Discussion

**Village of Hinsdale
Grant Funds Awarded in 2009 - 2011**

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$10,200,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Upon issuance of bonds	\$825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$389,540
Lyons Township	Bond Proceeds	KLM Park Pavillion	Upon Project Completion	\$150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$3,830,000
Total				<u>\$18,741,540</u>

**Village of Hinsdale
Grant Funds Applied For**

Source	Program	Purpose	Status	Amount
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	IEPA to award in 2010/11	\$985,000
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	IEPA to award in 2010/11	\$5,140,760
IDOT	Federal Highway Bridge Grant	Oake Street Bridge Phases II & III	Applying through IDOT	\$4,895,000
IEPA	Illinois Green Infrastructure Grant	Woodlands Drainage Program, Ph I	Application Due: 12/15/10	\$750,000
IDNR	OSIAD	Improvements to KLM	IDNR to award in Jan 2011	\$150,000
IDNR	PARC	Upgrade KLM Electrical Service	IDNR to award in 2010/11	\$60,375
Total				<u>\$11,981,135</u>

Note: Italicized Entries are changes from the previous month's information.

DATE: January 10, 2011

REQUEST FOR BOARD ACTION

AGENDA

SECTION NUMBER EPS Consent Agenda

ORIGINATING DEPARTMENT Community Development

ITEM Award SEC Group, Inc., An HR Green Company, Engineering Services to Develop Bidding Documents and Construction Observation of the 2011 Road Resurfacing Project

APPROVAL Daniel M. Deeter
Village Engineer

The Village is developing a 2011 Road Resurfacing program to include portions of First Street, Third Street, Columbia, Pamela Circle, Charleston, and Old Mill Street (see attached). The resurfacing project will include replacement of ± 2500 feet of water main and lining ± 440 feet of sanitary sewer. Feasibility studies will be conducted on the localized drainage issues at 8th Place, Fifth & Grant, and N. Madison to develop alternatives and cost estimates.

After reviewing the qualifications of consultants we have previously worked with, staff is recommending SEC Group, Inc., An HR Green Company, to develop the bid documents, support the bidding process, and to conduct the construction observation during construction.

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

Motion: To Award the Engineering Services for the Development of Bidding Documents and Construction Observation of the 2011 Road Resurfacing Project to SEC Group, Inc., an HR Green Company, in the amount not to exceed \$89,530.00.

APPROVAL

APPROVAL

APPROVAL

APPROVAL

**MANAGER'S
APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: January 10, 2011
RE: 2011 Resurfacing Project

1. The project consists of milling, base repair (patching), and resurfacing of the existing residential streets with hot mix asphalt as well as utility improvements. The 2011 Resurfacing program will include the following areas:

Street Name	From	To	Est. Dist. (LF)	Scope
First Street	County Line	Columbia	1574	2" Surface Removal & Replacement (R&R)
			656	Replace 6" WM w/8" WM
Third Street	County Line	Hill Crest		CLR to Princeton
	Hill Crest	Columbia	1427	Crack control treatment
	Hill Crest	Princeton	440	2" Surface R&R/PCC repair
Columbia	First	Third	640	Lining/repair 48" brick sewer
				2" Surface R&R
Pamela Circle	West End	East End	1036	& mid-block storm sewer
	Oak	County Line	610	2" Surface R&R
Charleston	West End	County Line	2446	Replace 6" WM w/8" WM
	Elm	County Line	1250	2" Surface R&R
Old Mill Road	York	Road D	500	Replace 6" WM w/8" WM
Various Locations				2" Surface R&R
				Adjusting Manholes

2. To not delay the construction of the areas above, Feasibility Studies will be conducted to develop alternatives and cost estimates for the following Localized Drainage areas:

Eighth Place	Madison	East End	344	2" Surface R&R
	Eighth Place	Eighth St.	700	15" Storm Sewer
Grant	Fifth	Sixth	290	24" Storm Sewer
Sixth	Grant	Vine	425	24" Storm Sewer
Monroe	Ogden	Mid-block	1240	15" Storm Sewer

cc: President and Board of Trustees
David Cook

**Consultant Qualification Analysis
2011 Resurfacing Project**

	JJ Benes & Assoc.	Clark Dietz, Inc.	SEC/HR Green Co.
Consultant has experience working on projects in Hinsdale? - Understands ordinances, expectations, residents, and staff of Hinsdale?	8	8	8
Consultant has experience with public relations issues and procedures? - Has successfully handled public relations issues in Hinsdale or other similar municipalities?	8	8	8
Consultant has demonstrated a working relationship with the municipal customer? - Understands the staff and board's goals and requirements? - Provides well thoughtout, planned, and timely service?	8	8	8
Consultant has demonstrated quality engineering work? - Has successfully accomplished similar jobs in Hinsdale or similar municipalities? - Has experienced professionals managing and observing the project who are familiar with the technical requirements and IDOT rules & regulations?	7	8	9
Overall Rating	31	32	33

Scoring

Meets or exceeds all of the the requirement.	10
Meets most conditions of the requirement.	5
Marginally meets the requirement.	1
Does not meet the requirement.	0



SEC Group, Inc.

An HR Green Company

January 3, 2011

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

Re: 2011 Resurfacing Project, Hinsdale, Illinois

Dear Mr. Deeter:

As requested, we are pleased to submit the following proposal for engineering services in support of your 2011 Resurfacing Project.

If the attached Scope of Services finds your approval, please notify us and we will send you 4 copies of the proposal for you to sign and return to our firm for processing. We will then proceed with our services in a timely manner to meet your requirements.

Thank you for considering SEC Group, Inc. an HR Green Company for your engineering needs. If you have any questions please call me at 815.462.9324 or on my direct line 815.320.7119.

Sincerely,

T. Scott Creech, P.E.
Site Manager – New Lenox Office

Enclosures

cc: M. Akram Chaudhry, P.E. – HR Green

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progress. innovation. expertise.

Municipality Village of Hinsdale	LOCAL AGENCY	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name SEC Group, Inc. an HR Green Co.
Township				Address 323 Alana Drive
County DuPage/Cook				City New Lenox
Section				State Illinois

THIS AGREEMENT is made and entered into this _____ day of January, 2011, between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various St. Improvements Route _____ Length 9,205' KM(1.6 Miles)(Structure No. _____)

Termini Various

Description

Improvements to various streets including HMA surface removal, patching, HMA Surface Course; Miscellaneous Storm Sewer repairs and construction; and Maintenance of Traffic. Streets include First St. from County Line Rd to Columbia; Third St. from County Line Rd. to Columbia; Columbia from First St. to Third St.; Pamela Circle; Charleston Rd from west to County Line Rd.; Eighth Place; Grant St. from Fifth St. to Sixth St.; Sixth St. from Grant to Vine; Monroe St. from Ogden to mid-block; Graue Mill entrance from York Rd to 800' east.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. ☒ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
 - j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
 - k. ☒ Furnish or cause to be furnished
 - (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. ~~Establishment and setting of lines and grades.~~
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. ~~Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.~~
 - e. ~~Revision of contract drawings to reflect as-built conditions.~~
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the Improvement.
 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1k, 2, 3, 5 and 6 in accordance with ATTACHMENT A - \$89,530.00 one of the following methods indicated by a check mark:

- a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 4k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their

hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 159.00 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 159.0 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Hinsdale of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

(Seal)

By Daniel M. Deeter, P.E.

Title: Village Engineer

Executed by the ENGINEER:

SEC Group Inc. , An HR Green Company

323 Alana Drive

ATTEST:

New Lenox, IL 60451

By M. Akram Chaudhry

Akram Chaudhry, P.E.

Title: Principal

Scott Creech, P.E.

Title: Site Manager - New Lenox

Approved

Date

Department of Transportation

Regional Engineer



SEC Group, Inc.

An HR Green Company

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

For

VILLAGE OF HINSDALE - 2011 RESURFACING PROJECT

**SURVEYING SERVICES, DESIGN/CONTRACT PLAN PREPARATION, AND
CONSTRUCTION OBSERVATION (FULL-TIME)**

Mr. Dan Deeter, Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
Phone: (630) 789-7039

T. Scott Creech, P.E.
SEC Group Inc., an HR Green Company
323 Alana Drive
New Lenox, IL 60451
(815) 462-9324
HR Green Project Number: 87100432

December 29, 2010

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- 1.0 PROJECT UNDERSTANDING**
- 2.0 SCOPE OF SERVICES**
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT**
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES**
- 5.0 SERVICES BY OTHERS**
- 6.0 CLIENT RESPONSIBILITIES**
- 7.0 PROFESSIONAL SERVICES FEE**
- 8.0 TERMS AND CONDITIONS**

THIS AGREEMENT is between the Village of Hinsdale (hereafter "CLIENT") and SEC GROUP, INC., AN HR GREEN COMPANY, (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 For Proposal dated December 8, 2010, a scoping meeting with the CLIENT held on December 14, 2010, and 2011 Resurfacing Program Update email received December 28, 2010.

The services required for this project are to include survey, design, bid/construction document preparation and construction observation services (Full-time) for pavement patching and resurfacing, combination concrete curb and gutter removal and replacement, storm sewer improvements, sanitary sewer rehabilitation, and water main replacement.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2011 Resurfacing Project, located in DuPage/Cook Counties, Illinois are detailed within this contract as referenced in paragraph 1.k of the BLR 05512 Preliminary/Construction Engineering Services Agreement for MFT Funds.

The 2011 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. First Street

- from County Line Road to Columbia Avenue
Length ≈ 1945 feet
Work Scope: 2" HMA Mill and Resurface
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation
- from County Line Road to Princeton Road
Length ≈ 656 feet
Work Scope: replace 6" water main with 8" water main
Surveying Scope: Topographic Survey within the existing public right-of-way
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

B. Third Street

- from County Line Road to Hillcrest Avenue
Length ≈ 630 feet
Work Scope: Routing & Crack Sealing
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation
- from Hillcrest Avenue to Columbia Avenue
Length ≈ ±1427 feet

Work Scope: 2" HMA Mill and Resurface & PCC base repair

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

- from Hillcrest Avenue to Princeton Road

Length \approx 440 feet

Work Scope: lining/repair 48" brick combined sewer

Surveying Scope: Topographic Survey of existing 48" combined sewer line

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. Columbia Avenue

- from First Street to Third Street

Length \approx 640 feet

Work Scope: 2" HMA Mill and Resurface & mid-block storm sewer

Surveying Scope: Topographic Survey within the existing public right-of-way

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

D. Pamela Circle

- from West End to East End

Length \approx 1174 feet

Work Scope: 2" HMA Mill and Resurface

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

- from Oak Street to County Line Road

Length \approx \pm 610 feet

Work Scope: replace 6" water main with 8" water main, pavement patching

Surveying Scope: Topographic Survey within the existing public right-of-way and along both side yards of the residence located at 400 Pamela Circle

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

E. Charleston Road

- from West End to County Line Road

Length \approx 2246 feet

Work Scope: 2" HMA Mill and Resurface

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

- from Elm Street to County Line Road

Length \approx \pm 1250 feet

Work Scope: replace 6" water main with 8" water main, pavement patching

Surveying Scope: Topographic Survey within the existing public right-of-way

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

F. Eighth Place

- from Madison Street to East End

Length ≈ 344 feet

Work Scope: 2" HMA Mill and Resurface

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

- from Eighth Place to Eighth Street

Length ≈ 700 feet

Work Scope: Storm Sewer Improvements (separate w/ prop. 15")

Surveying Scope: Topographic Survey of existing 10-12" combined sewer line

Engineering Scope: Feasibility Study and Recommendation

Construction Observation: N/A

G. Grant Street

- from Fifth Street to Sixth Street

Length ≈ 290 feet

Work Scope: Storm Sewer Improvements (from 15" to 24")

Surveying Scope: Topographic Survey of existing 24" combined sewer line

Engineering Scope: Feasibility Study and Recommendation

Construction Observation: N/A

H. Sixth Street

- from Grant Street to Vine Street

Length ≈ 425 feet

Work Scope: Storm Sewer Improvements (from 15" to 24")

Surveying Scope: Topographic Survey of existing 24-42" combined sewer line

Engineering Scope: Feasibility Study and Recommendation

Construction Observation: N/A

I. Monroe Street

- from Ogden Avenue to Mid-block

Length ≈ 1600 feet

Work Scope: Storm Sewer Improvements

Surveying Scope: Topographic Survey of existing 12-15" combined sewer line

Engineering Scope: Feasibility Study and Recommendation

Construction Observation: N/A

J. Graue Mill Sub-division entrance

- from York Road to 800 feet

Length ≈ 800 feet

Work Scope: 2" HMA Mill and Resurface

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

K. Various Streets

- Work Scope: adjusting manholes at various locations

Surveying Scope: N/A

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, and Illinois Environmental Protection Agency (IEPA) policies and CLIENT ordinances.

The construction contract for the 2011 Resurfacing Project is anticipated to be completed by the Fall of 2011 with a Spring 2011 start date. 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 Topographic Survey

A. Right-of-Way

COMPANY shall locate the existing right-of-way of the street segments listed above with the exception of Third Street. COMPANY shall calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

B. Topographic Survey

COMPANY shall perform a topographic survey of the street segments listed above and shall include visible, above ground, improvements lying within those limits. The survey shall extend to the existing right-of-way on both sides of the street unless otherwise specified above, and include cross-sections at fifty (50) feet intervals. COMPANY shall locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY shall attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter shall also be located and shown on the survey, but species shall not be identified. Elevations shall be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates shall be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

C. Topographic Survey Drawing

The final drawing shall depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing shall be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing shall be completed in Microstation V8 with data processed in GEOPak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Roadway Design and Contract Plan Preparation

A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection, topographic survey as detailed in the previous section and project setup;
- ii. Project specifications and special provisions;
- iii. Site visits;
- iv. Utility location mapping request;
- v. Geotechnical Engineering Services (sub-consultant) for locations as detailed herein
- vi. Review Geotechnical Report (as prepared by sub-consultant) for locations as detailed herein;
- vii. Permit preparation for Illinois Environmental Protection Agency (IEPA) –Division of Public Water Supply Permit;
- viii. Notice of Intent/Notice of Termination submittal to IEPA;
- ix. Storm Water Pollution Prevention Plan submittal to IEPA;
- x. Develop pay items and schedule of quantities;
- xi. Engineer's Opinion of Probable Construction Cost (EOPCC);
- xii. Estimate of Time (EOT) for construction schedule estimate;
- xiii. Coordination with IDOT, IEPA and other required Agencies;
- xiv. Disposition of review comments;
- xv. Quality Control;
- xvi. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xvii. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xviii. Administration and Project Management.

B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2011 Resurfacing Project. This contract is based on the following:

- i. The roadway improvements include approximately 9,205 feet of existing residential roads along the segments specified above in Section I – Project Understanding.
- ii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas). No video televising of sewers is included herein. If this service is determined to be required COMPANY can coordinate this effort on behalf of the CLIENT.
- iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced or replaced to full depth where trenching operations for storm sewer, sanitary sewer, or water main are required. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion.

- Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
- iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
 - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
 - vi. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. This work is anticipated to include three (3) soil borings taken south of Sixth Street between Vine and Grant Streets adjacent to Robbins Park. The borings are anticipated to be required to a depth of fifteen (15) feet and are for the purposes of determining suitable soils for storm sewer construction as proposed within the request for proposal. The soils boring information shall be compiled in an abbreviated soils report which shall summarize the approximate soil conditions and associated construction recommendations within the anticipated storm sewer construction corridor.
 - vii. Within the following project limits, a feasibility study shall be prepared to determine a recommendation for improvements to the existing drainage system. COMPANY shall utilize existing drainage study information as provided by the CLIENT in conjunction with a storm sewer hydraulic analysis developed by COMPANY to provide an acceptable level of improvements to the existing conditions within the budgetary, boundary, and schedule related constraints as determined by the COMPANY and CLIENT during the Feasibility study phase. Existing grates, inlets, and catch basins shall be utilized to the greatest extent possible. Furthermore it is anticipated that no fill within any existing floodplain nor wetland impacts for any of the below described proposed drainage improvements and therefore no permitting service have been included herein. The results of the feasibility study and recommendations shall be presented to the CLIENT (staff/EPS Committee).
 - a. Eighth Place from midblock to Eighth St. – Existing Eighth Place has two inlets at the low point of the area which are tied into a combined sewer system. The two inlets have a history of water and sewage ponding into the street and right-of-way. COMPANY shall submit a recommendation for concurrence and subsequent feasibility study analysis and recommendation to the CLIENT to provide an acceptable level of improvement for the existing combined sewer system which will separate the storm and provide a connection to the existing storm sewer located on Eighth Street mid-block. For the purpose of this proposal it is anticipated that a permit for storm water detention will not be required from the CLIENT or the County of DuPage as the drainage area is tributary to the connection point within the Village limits and no additional impervious surface is proposed. Therefore permit preparation fees are not included herein. However, project preliminary design coordination with DuPage County is included via one (1) meeting.

- b. Grant St. from Fifth to Sixth Streets and Sixth St. from Grant to Vine Streets – Existing intersection of Fifth and Grant Streets is an area low point which has four (4) existing inlets that have a history of storm water ponding into the street and right-of-way. COMPANY shall submit a recommendation for concurrence and subsequent feasibility study analysis and recommendation to the CLIENT to provide an acceptable level of improvement for the existing drainage conditions which is anticipated to include the construction of a 24" diameter storm sewer within the roadway right-of-way for approximately 290 feet and 425 feet along Grant St. and Sixth St., respectively. For the purpose of this proposal it is anticipated that a permit for storm water detention will not be required from the CLIENT or the County of DuPage as the drainage area is tributary to the connection point within the Village limits and no additional impervious surface is proposed. Therefore permit preparation fees are not included herein. However, project preliminary design coordination with DuPage County is included as described above.
 - c. Madison St. from mid-block west to Monroe St. north to Ogden Ave. – Mid-block of Madison St. between Warren Court and Warren Terrace is an area low point which has existing inlets and a 15" diameter storm sewer system that outlets approximately 1250 feet to an unidentified diameter sewer which crosses Ogden Ave. west of Monroe St. and outlets to the north. Said area at Madison has a history of significant ponding of storm water into the street and right-of-way. COMPANY shall submit a recommendation for concurrence and subsequent feasibility study analysis and recommendation to the CLIENT to provide an acceptable level of improvements for the existing drainage conditions. Improvements may include the construction of a parallel storm sewer (size to be determined) with a connection to the Ogden Ave. storm sewer system. For the purpose of this proposal it anticipated that a Drainage Investigation level of permit submittal will be required from IDOT District 1. However this plan submittal shall be included in conjunction with the design phase of the improvements and therefore is not included herein.
- viii. Within the following project limits, closed drainage system shall be designed utilizing existing drainage study information as provided by the CLIENT in conjunction with COMPANY's storm sewer hydraulic analysis to provide an acceptable level of improvements to the existing conditions within the budgetary, boundary, and schedule related constraints as determined by the COMPANY and CLIENT during the design phase of the project. Existing grates, inlets, and catch basins shall be utilized to the greatest extent possible. Furthermore it is anticipated that no fill within any existing floodplain nor wetland impacts for any of the below described proposed drainage improvements and therefore no permitting service have been included herein.
- a. Columbia St. from First to Third Streets has various low points near the mid-block which currently hold storm water runoff within the existing gutter and pavement section. COMPANY shall submit a recommendation and subsequent construction documents to the CLIENT to provide an acceptable level of improvement for the existing drainage condition. For the purpose of this proposal it is not anticipated that a permit will be

required from the Illinois Toll Highway Authority and permit preparation fees are not included herein. However, project/design coordination with the Illinois Toll Highway Authority is included via one (1) meeting.

- ix. The improvements shall be built within the existing right of way. No additional right-of-way or easements are anticipated to be required.
 - x. No structural elements are anticipated to be required (bridges, retaining walls, box culverts, etc.) and have not been included in this contract.
 - xi. An environmental review and analysis is not required and the improvements are not foreseen to involve environmental issues (wetlands, contaminated soils, etc.). These items are not included in this contract.
 - xii. Landscape improvements shall only include sod and seeding. Tree impacts and replacements are not expected and have not been included in this contract.
 - xiii. Lighting and traffic signal improvements are not required and have not been included in this contract.
 - xiv. Three (3) submittals have been included in this contract for the CLIENT – preliminary (60%), pre-final (90%) and final (100%). Pre-final (90%) and Final plans (100%) shall be submitted to IDOT Bureau of Local Roads (BLR), Illinois Toll Road Authority (as applicable), and DuPage/Cook Counties (as applicable) and for approval and to be used for a Local Letting. DuPage/Cook County review is not anticipated to be required and is not included in this contract.
 - xv. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the preliminary (60%), pre-final (90%) and final (100%) submittals.
 - xvi. Pavement marking plans shall be combined onto the plan/profile drawings as necessary in accordance with IDOT BLR guidelines. Separate pavement marking drawings are not included in this contract.
 - xvii. Erosion control plans are anticipated to be minimal and shall be combined onto the drainage plan/profile drawings. Separate erosion control drawings are not included in this contract.
 - xviii. Cross sections are not required and have not been included in this contract.
- C. Developing Sanitary Sewer and Water Main Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the utility improvements associated with the Village of Hinsdale 2011 Resurfacing Project. This contract is based on the following:
- i. Within First St. right-of-way from County Line Rd. to Princeton St. approximately 656 lineal feet of 6" water main shall be replaced with 8" diameter water main. Similarly within Pamela Circle right-of-way from Oak St. to County Line Road approximately 610 lineal feet of 6" water main shall be replaced with 8" diameter water main. Lastly, within Charleston St. right-of-way from Elm St. to County Line Road approximately 1250 lineal feet of 6" water main shall be replaced with 8" diameter water main. Size and material of both the existing water main and the proposed replacement shall be confirmed by the CLIENT prior to design.
 - ii. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is

- determined by the COMPANY to be the most efficient method of construction due to project constraints.
- iii. Approximately 440 lineal feet of combined sewer located within Third St. right-of-way from County Line Rd. to Hill Crest St. shall be lined with cured-in-place pipe lining construction materials and construction. COMPANY shall provide specifications and details for bidding and construction of proposed sewer lining improvements. Based on similar project experience, it is not anticipated that a permit from the IEPA will be necessary and therefore these services are not included herein.
 - iv. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. If insufficient information is available for design of cured-in-place pipe lining the use of electronic video TV inspection equipment may be required. Sub-consultant services have not been provided in this contract for video inspection. If video inspection is deemed to be required COMPANY will coordinate with the CLIENT to retain the services of a sub-consultant or facilitate/coordinate a contract directly with the CLIENT.
 - v. Upon review of the field records and the TV Video documentation (if available), it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.
 - vi. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the preliminary (60%), pre-final (90%) and final (100%) submittals.
 - vii. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

D. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Two (2) meetings with the CLIENT.
- One (1) presentation at staff/EPSC Committee
- One (1) meeting with Illinois Toll Highway Authority
- One (1) meeting with Illinois Department of Transportation - BLR

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 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 an estimated 35 working days to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDR) and 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 1/2" 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.

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 two (2) construction meetings with the CLIENT, the contractor, and subcontractors, and residents. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

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

E. Project Close Out

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

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Deliverables -

- A. Preliminary Bid/Construction Documents (60% completion).
- B. Pre-Final Bid/Construction Documents (90% completion).
- C. Final Bid/Construction Documents (100% completion).
- D. Engineer's Opinion of Probable Construction Costs: Three (3) total, One (1) included with each of the above noted Bid/Construction Document submittals.
- E. Estimate of Time: One (1) at final submittal
- F. Breakdown of Lump Sum Pay Items: One (1) at final submittal

The projected Contract Plans are based on an estimated project length of 8,405 feet. Standard scale for drawings shall be 1 inch = 20 feet. The estimated plan sheets are as follows:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
Summary of Quantities	1
General Notes	1
<u>Typical Sections (Existing and Proposed):</u> First St, Third St., Columbia St., Pamela Circle, Charleston St., Eighth Place, Graue Mill entrance.	2
Paving Schedule	1
Storm Sewer Schedule (included on plan sheets)	
<u>Drainage and Utility Plans – 20 Scale (600' per sheet):</u> First St. Water Main (656') – two (2) sheets Pamela Circle Water Main (610') – two (2) sheets Charleston Rd. Water Main (1,250') – three (3) sheets	7
<u>Miscellaneous Details:</u> This item includes the incorporation of CLIENT and IDOT District 1 standard details, as well as any project specific details that may be required to help describe the proposed construction.	2
Estimated Total No. of Sheets	16

Anticipated Project Schedule-

- Design Notice to Proceed – Mid-January 2010
- 60% Submittal to CLIENT– February 11, 2010
- Receipt of Comments – February 18, 2010
- 90% Submittal to IDOT/IEPA/CLIENT – March 4, 2011
- Receipt of Comments – March 25, 2011
- 100% Submittal to IDOT/CLIENT – April 1, 2011

- IEPA Division of Public Water Supplies Construction Permit – Mid-April 2011
- Local Bld Opening – April 29, 2011
- Construction Contract Approval – Mid-May, 2011
- Construction Start – June 1, 2011
- Construction Completion – August 15, 2011 (Est. 35 Working Days required)

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

4.0 Items not included in Agreement/Supplemental Services

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

*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

COMPANY has included a budgetary amount for Geotechnical Engineering services to be provided by others under a sub-consultant agreement within this contract/proposal. Geotechnical Services included are three (3) borings at 15' depth as associated with the Grant St. and Sixth St. storm sewer improvements.

A qualified materials sub-consultant will be providing material testing services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements.

6.0 Client Responsibilities

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

- A. Planning concepts.
- B. Construction schedule expectations.
- C. Existing sewer information.
- D. Existing utility mapping and video TV tapes as available.
- E. Existing utility atlases.
- F. Existing Drainage Studies as available.
- G. Existing right of way information.
- H. Available soils data.
- I. Existing pavement composition and thickness.
- J. Available/applicable studies by others.
- K. CLIENT design guidelines.
- L. CLIENT Code of Ordinances, including Standards and Details for water and sewer main construction.
- M. The CLIENT shall field locate and identify the existing water mains, sanitary sewers, and service line connections along the alignment of the proposed improvements prior to COMPANY performing the Topographic Survey.
- N. The CLIENT shall provide and available record drawings of the existing water and sewer infrastructure along the alignment of the proposed improvements.
- O. The CLIENT shall perform field dye testing of service connections to existing sewer line, of select service connections, that are unable to be identified as sanitary or storm sewer based on review of the video TV inspection.
- P. CLIENT historical maintenance records for the sections of water main and sanitary sewer to be improved.
- Q. Copies of any inflow/infiltration (I/I) study documentation identifying known cross connections between storm and sanitary sewer along the alignment of the proposed improvements.
- R. Preliminary review of Bid/Construction Documents (60% completion).
- S. Pre-Final review of Bid/Construction Documents (90% completion).

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$ 89,530.00.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey	86	\$ 8,460.00	\$ 225.00	
2.2 Roadway Design and Contract Plan Preparation				
Roadway Design and Contract Plan Preparation	313	\$ 34,070.00	\$ 585.00	
Geotechnical Engineering (Sub-consultant budgetary #)	n/a			\$1,500.00
Meetings, Coord., & Admin.	62	\$ 7,620.00	\$ 580.00	
Quality Assurance/Quality Control	12	\$ 1,790.00		
2.3 Construction Observation				
Field Observation (2)	280	\$ 28,000.00		
Administrative/Documentation	20	\$ 2,250.00		
Meetings/Coordination	13	\$ 1,450.00		
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 3,000.00
Subtotals:	786	\$83,640.00	\$ 1,390.00	\$ 4,500.00
Contract Total:			\$ 89,530.00	

(1) Direct Costs Detail:

Includes Postage, Mileage for meetings/Field Visits, Plotting Costs	
Mileage: Nine (9) trips for Survey miles/round trip x \$0.50/mile	= \$ 225.00
Printing: Detail breakdown provided upon request	= \$ 585.00
Postage:	= \$ 200.00
Mileage: Six (6) trips to CLIENT/Site & Agencies miles/round trip x \$0.50/mile	= \$ 380.00
	<hr/>
	\$ 1,390.00

(2) Construction Observation Services are based on estimated 35 working days for construction.

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

8.3 Time Limit and Commencement of Work

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

8.4 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 Book of Account

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

8.6 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 arising from 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 days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 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 be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 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, subconsultants, 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 Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

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.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such

disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 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 of

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

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

8.20 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 contract unless indicated in the Scope of Work.

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety

precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

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

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not

recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

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

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

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

8.27 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.

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

Sincerely,

SEC GROUP, INC.
AN HR GREEN COMPANY



T. Scott Creech, P.E.
Site Manager -New Lenox Office

Approved by: M. Akram Chaudhry

Printed/Typed Name: Akram Chaudhry, P.E.

Title: Associate Date: 12/28/10

VILLAGE OF HINSDALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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Proposal for Engineering Services

2011 RESURFACING PROJECT



**VILLAGE
OF HINSDALE**

Submitted to:
***The Village of
Hinsdale
DuPage County, Illinois***

Submitted by :
James J. Benes and Associates, Inc.
December 29, 2010





JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

December 29, 2010

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

Dear Dan:

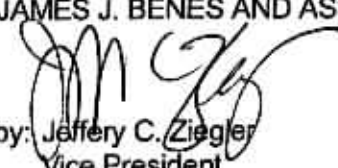
James J. Benes and Associates, Inc. is pleased to submit our Proposal to provide design and construction engineering services for the Village's 2011 Resurfacing Project. The Statement presents our capabilities and experience to perform these services. We have provided similar municipal engineering services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. James J. Benes and Associates, Inc. offers the following qualifications:

- Expertise and experience in design and construction engineering services that are specific to the type and location of the 2011 Resurfacing Project improvements.
- A client base almost exclusively from the public sector! Concentrating our services on the public sector has provided a thorough understanding of the unique needs of our municipal clients.
- An understanding of the Village of Hinsdale, State, and Federal requirements and policies. Our experience is evidenced by our long relationship with the Village and the services we have provided directly to the Illinois Department of Transportation.
- A staff that is responsive to the needs of our municipal clients and is experienced in taking a project from the planning stage through construction. The broad range of experience makes our engineers better designers and construction engineers.
- Utilization of state-of-the art technology.

We are committed to provide individualized professional services that will meet your specific needs and schedules. Our client base that includes the Village of Hinsdale and other communities in the western suburbs gives us a unique understanding of the services to be provided. We believe that an important element of our service is the direct involvement of our Principals. It is the collective knowledge and experience of our staff that has enabled us to maintain the long term partnerships and establish a solid rapport with our municipal clients.

We are proud of our accomplishments and hope to be selected by the Village of Hinsdale to perform the design and construction engineering services for the 2011 Resurfacing Project. If selected, we will provide an agreement in the IDOT Bureau of Local Roads' standard format or in another form acceptable to the Village.

Respectfully Submitted,
JAMES J. BENES AND ASSOCIATES, INC.


by: Jeffery C. Ziegler
Vice President

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

UNDERSTANDING OF PROJECT

The Village of Hinsdale's 2011 Resurfacing Program will include the following elements:

2" RESURFACING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
First Street	Columbia Ave.	County Line Rd.	1574'
Third Street	Hill Crest Ave.	Columbia Ave.	1427'
Columbia Avenue	First St.	Third St.	640'
Pamela Circle	West End	East End	1036'
Charleston Road	West End	County Line Rd.	2446'
Eighth Place	Madison St.	East End	344'
Graue Mill Entrance	York Rd.	End	800'

Crack Control Treatment

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Third Street	County Line Rd.	Hill Crest Ave.	640'

Water Main Replacement

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
First Street	County Line Rd.	Princeton Rd.	656'
Pamela Circle	Oak St.	County Line Rd.	610'
Charleston Road	Elm St.	County Line Rd.	1250'

Storm Sewer

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Columbia Avenue	First St.	Third St.	445'

Sanitary Sewer Lining

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Third Street	Hill Crest Ave.	Princeton Rd.	440'

Manhole Adjustments

Street
Various

Alternate Drainage Improvements

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Eighth Place	Eighth Pl.	Eighth St.	700'
Grant Street	Fifth St.	Sixth St.	290'
Sixth Street	Grant St.	Vine St.	425'
Monroe Street	Ogden Ave.	Mid Block	1240'

The improvements will be constructed during the 2011 construction season and may be funded by a mixture of Village and Motor Fuel Tax (MFT) funds.

The Village desires professional engineering services to perform design, construction and feasibility services including survey, preparation of plans and specifications, permitting, bidding services, construction observation, final construction documentation, and feasibility studies. The specific services to be provided are outlined in the Project Approach section of the Proposal.

PROJECT APPROACH

The professional engineering services for the project will be divided into the following three categories:

- **Design Engineering**
- **Construction Engineering**
- **Feasibility Engineering for Drainage Improvements**

The scopes of the services are based on the Request for Proposals (RFP) dated December 9, 2010 and a field meeting with Dan Deeter and Al Diaz on December 22, 2010.

Design engineering shall be in accordance with MFT guidelines and shall generally consist of Data Collection, Final Design and Document Preparation, and Coordination. The specific tasks associated with each of these phases are outlined below.

Construction engineering shall meet Village and IDOT requirements for MFT projects.

Feasibility engineering for drainage improvements on 8th Place, Grant/Sixth Streets, and Monroe Street will consist of field surveys, preliminary drainage analyses, preparation of exhibits, preliminary cost estimates, and Village coordination.

The following specific tasks will be performed in each category of the phases.

DESIGN ENGINEERING SERVICES

A. Data Collection

1. We anticipate a kick-off meeting at the onset of the project to review the goals and schedule and to obtain background data. Plans, atlases, aerial photography, sewer inspection video tapes, standard details, and specifications will be obtained.
2. For locations of water main replacement and storm sewer construction, field surveys will be performed as needed to supplement information shown on existing engineering plans and aerial photography. The sizes and inverts of all sewers will be established. The survey will use the Hinsdale datum.
3. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement. The criteria for curb and sidewalk replacement and structure repairs will be coordinated with the Village prior to the reconnaissance. Aerials or existing engineering plans will be used as the base plan sheets for the streets without water main or storm sewer improvements. Street lengths, pavement widths and locations of utility structures, pavement patching, lengths of curb and gutter removal and replacement, and areas of ADA sidewalk repair will be obtained. Existing engineering plan sheets, where available, will be used for street lengths and pavement widths.
4. Utility information will be gathered from the utility companies.
5. One soil boring will be performed for the proposed storm sewer improvements on Grant Street and Sixth Street. This work will be subcontracted to a geotechnical engineering consultant. Per the RFP, soil borings and pavement cores are not included at any other locations.

B. Final Design and Document Preparation

1. Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets for the streets with water main replacement and storm sewer construction will be plan and profile sheets and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features that may impact the final plan preparation. Where necessary, the profiles will show the existing vertical alignments of the streets and the profiles of the existing storm, combined and sanitary sewers.

Aerials and existing engineering plans will be used to prepare the base sheets for the remaining streets.

2. Develop and plot typical sections for pavement improvements.
3. Develop and plot on plan and profile sheets the proposed water main improvements.
4. Develop and plot on plan sheet the proposed sewer lining improvement.
5. Develop and plot on plan and profile sheet the proposed storm sewer improvement.
6. Develop and prepare traffic control plans.
7. Prepare construction detail sheets.
8. Prepare standard construction details.
9. Plot final utility locations on utility plan and profile sheets.
10. Determine final quantities.
11. Prepare street by street estimate of cost.
12. Technical specifications and special provisions, bidding documents and construction contract documents will be prepared using IDOT MFT and Village policies and procedures. The special provisions will reference the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water and Sewer Main Construction in Illinois.
13. Bidding and contract documents will be prepared using Village and IDOT MFT policies and procedures.

C. Coordination

1. Plans, special provisions and cost estimates will be submitted to the Village and IDOT. Meetings will be held, as needed, with the Village and IDOT to discuss review comments.
2. Plans and permit applications will be submitted to the MWRDGC and CCHD for permitting.
3. Plans, special provisions, and a permit application will be submitted to the IEPA for the proposed water main improvements.
4. A coordination meeting will be attended with the EPS committee and a coordination meeting will be attended with the Village staff.

5. We will attend the bid opening; prepare a bid tabulation; and prepare correspondence for award of contract.
6. Coordinate with the Village, bidders, and other agencies during the design, plan preparation, and bidding phases.

CONSTRUCTION ENGINEERING SERVICES

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

It is anticipated that IEPA form LPC-662 will be used where the work area is within a right-of-way or easement that is abutted by residential properties. It is also anticipated that the contractor be responsible for any photo-ionization monitoring.

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
 - Expediting the work for the Contractor.
 - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on standard IDOT forms on a monthly basis and submitted to the Village for payment to the Contractor.
 5. Quality assurance testing and management required by IDOT will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted.
 6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted for approval by IDOT. Material inspection documentation and certifications supplied by the Contractor will be submitted to IDOT at that time.

FEASIBILITY ENGINEERING for DRAINAGE IMPROVEMENTS SERVICES

1. We will obtain aerial photography and mapping for the areas of the proposed alternate storm sewer improvements from the Village.
2. We will perform field surveys to determine rim and invert elevations on existing structures that are important to the study and implementation of the proposed drainage improvements.
3. We will perform preliminary hydrologic and hydraulic analyses to establish the elements of the drainage improvements.

4. Utility information for the areas of the proposed drainage improvements will be obtained from the utility companies.
5. A soil boring will be performed for the proposed improvements on Grant Street and Sixth Street. This work will be subcontracted to a geotechnical engineering consultant.
6. Exhibits will be prepared to illustrate the preliminary scope of the proposed drainage improvements.
7. Preliminary estimates of cost will be prepared for the proposed drainage improvements.
8. A report will be prepared that presents the preliminary scope and construction costs of the drainage improvements.
9. During the course of the feasibility engineering for the drainage improvements, we will attend two coordination meetings with the Village staff; and will present the final report to the EPS committee.

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed costs for the 2011 Resurfacing Project and Feasibility Engineering for Drainage Improvements are as follows:**

<u>2011 Resurfacing Project</u>	
Design Engineering	\$27,555
Construction Engineering	\$44,352
<u>Feasibility Engineering</u>	<u>\$17,525</u>
Total Not-To-Exceed Cost	\$89,432

The not-to-exceed costs are based on the "Estimates of Manhours and Costs" that are attached to and made part of the proposal. Also attached are Preliminary Schedules for completion of the tasks listed in the Project Approach.

COMPLIANCE WITH RULES AND REGULATION

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

ESTIMATE OF MANHOURS AND COSTS

CATEGORY OF SERVICE	PRINC.	SR. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	SVCS BY OTHERS	TOTAL COST
DESIGN ENGINEERING SERVICES							
A. DATA COLLECTION							
1. Aerial & Tax Maps	0	4	0	0	4	\$250	\$719
2. Survey for Water Main and Columbia Sewer	0	0	8	40	48		\$3,142
3. Field Reconnaissance C&G, Patching, Limits	0	0	10	67	77		\$4,956
4. Utility Info. Correspondence	0	2	0	1	3		\$295
5. Pavement and Soils Data	0	0	0	0	0		\$0
Sub total	0	6	18	108			\$9,111
B. FINAL DESIGN & DOCUMENT PREPARATION							
1. Base Plan Sheets (Title, Index, Details, P&P)	0	0	4	32	36		\$2,297
2. Typical Sections	0	4	0	6	10		\$831
3. Water Main Design - 2500', 3 Loc.	0	4	16	16	36		\$2,882
4. Sanitary Sewer Lining	0	0	1	1	2		\$151
5. Storm Sewer Design	0	0	4	2	6		\$482
6. Traffic Control	0	0	6	4	10		\$784
7. Construction Details	0	0	2	4	6		\$423
8. Standard Details	0	0	1	1	2		\$151
9. Plot Utilities	0	0	0	5	5		\$302
10. Calculate and take off Quantities	0	0	4	10	14		\$955
11. Cost Estimate (by street)	0	0	16	0	16		\$1,446
12. Special Provisions, Summary of Quantities	0	0	4	0	4		\$361
13. Contract Documents	0	0	4	0	4	\$1,000	\$1,361
Sub total	0	8	62	81			\$12,438.30
C. COORDINATION							
1. IDOT & Village Submittal	0	2	6	3	11	\$200	\$1,158
2. MWRDGC & CCHD Permitting	0	0	4	1	5	\$100	\$522
3. IEPA Water Permit	0	2	0	1	3	\$100	\$395
4. Coordination Meetings	8	4	4	0	16		\$2,127
5. Bid Opening, Tabulation and Correspondence	0	4	4	0	8		\$630
6. Misc. Phone, E-mail & Written Coord. w/Vill. & Agencies	2	4	2	0	8		\$974
Sub total	10	16	20	5			\$6,005.18
TOTALS	10.00	30.00	100.00	194.00	334	\$1,650	\$27,555
TOTAL DESIGN							\$27,555
CONSTRUCTION ENGINEERING SERVICES							
1. Pre Construction Meeting	0	0	3	0	3		\$271
2. Construction Layout	0	0	16	0	16		\$1,446
3. Construction Observation	24	0	280	24	328	\$100	\$30,742
4. Partial Pay Estimates (3)	0	0	24	0	24		\$2,169
5. Materials Quality Assurance	0	0	0	0	0	\$6,347	\$6,347
6. MFT Project Close Out	0	0	40	20	60		\$4,624
TOTAL CONSTRUCTION						\$6,447	\$44,352

ESTIMATE OF MANHOURS AND COSTS
VILLAGE OF HINSDALE
FEASIBILITY ENGINEERING FOR DRAINAGE IMPROVEMENTS

CATEGORY OF SERVICE	PRINC.	SR. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	SVCS BY OTHERS	TOTAL COST
FEASIBILITY STUDIES							
1. Aerial & Mapping Data Research	0	4	0	0	4	\$250	\$719
2. Survey for Critical Structure Rim and Inverts	0	2	8	32	42		\$2,893
3. Preliminary Drainage Analysis	16	0	32	4	52		\$5,727
4. Utility Info. Correspondence	0	0	2	1	3		\$241
5. Soils Data	0	0	0	0	0	\$1,895	\$1,895
6. Prepare Exhibits	1	4	2	12	19		\$1,537
7. Quantities and Estimates	1	0	4	2	7		\$645
8. Report Preparation	1	0	8	4	13	\$200	\$1,327
9. Meetings and Coordination	8	6	6	0	20		\$2,542
TOTALS	27	16	62	55			\$17,525

Prepared 12-28-10

VILLAGE OF HINSDALE - FEASIBILITY ENGINEERING FOR DRAINAGE IMPROVEMENT'S PRELIMINARY SCHEDULE

Village of Hinsdale	Month	Week Starting											
		D.	1	2	3	4	5	6	7	8	9	10	11
Submittal Proposal	January	27	3	10	17	24	31	7	14	21	28	4	11
EPS Committee	February												
Board Approval	March												
Authorization to Proceed	April												
JJ Barnes	May												
Aerial & Mapping Data Research	June												
Survey of Critical Structures	July												
Protein Drainage Analysis	August												
Utility into Correspondence	September												
Soils Data	October												
Prepare Exhibits	November												
Quantities & Estimates	December												
Report Preparation													
Meetings & Coordination													

Notes:
Schedule is weather dependent for field work.

PROJECT STAFFING

James J. Benes and Associates, Inc. will use a project team approach for the design and construction engineering. Our project team members have significant experience performing these services on roadway and utility improvement projects similar to the 2011 Resurfacing Project. The workloads of each of the key members of the project team and support staff will be monitored to ensure that the project schedule is met.

Jeffery Ziegler will serve as the Project Manager and will be the primary contact person for the Village Staff. He has substantial experience as a Project Manager on numerous similar projects for our municipal clients, including the Village. He will direct the activities of the project team members.

Thomas Adomshick, P.E., PTOE will be the director of Quality Assurance and Control. He will review all materials before submittal to ensure compliance with Village and State design procedures.

Project Engineers and Environmentalists/Arborists for the design, and contract plan and document preparation will be *Brad Hargett, P.E., Josh Strait, P.E. and David Koldoff, CPESC*. These key team members will perform the design and prepare the plans and documents under the guidance of Mr. Ziegler and will direct the operations of other engineers, engineering technicians and clerical staff that are assigned to the project. They also have extensive experience working on similar projects and working with municipal and IDOT staffs.

Josh Strait, P.E. will serve as the resident engineer for the construction engineering. Mr. Strait has acted as resident engineer on numerous other construction projects similar in scope to the 2011 Resurfacing Project. He will be assisted by other engineers and field technicians on an as needed basis.

Resumes of the key staff members are attached.

Jeffery C. Ziegler

Vice President

Mr. Ziegler is a principal and Vice President of James J. Benes & Associates, with 23 years experience in engineering planning and design, plan review and construction inspection. He is responsible for the management, direction and quality control for roadway, sanitary sewer, water main, streetlighting and drainage projects, as well as street sufficiency studies and capital improvement programs. He is a member of the American Public Works Association.

Education

*BS, Civil Engineering
Technology, Southern
Illinois University, 1972*

*Roadway Lighting Seminar
IDOT & CECI*

*IDOT Documentation
Seminar*

*IDOT Pavement
Management Seminar*

*Stormwater Best
Management Practices
Course NIPCA/ASCE*

Experience

Municipal Engineering Services:

Client: Village of Western Springs, Village of Hinsdale

Project manager responsible for engineering reviews and stormwater reviews for single family homes and private developments in the Village of Hinsdale; and is the principal responsible for all engineering services related the firm's role as consulting municipal engineer for the Village of Western Springs.

20 Year Infrastructure Management Plan

Client: Village of Western Springs

Project engineer responsible for preparation of a street sufficiency study for all Village owned and maintained streets. Work included an evaluation of existing pavements and development of a multi-year improvement and maintenance program.

BNSF Pedestrian Underpass

Client: Village of Western Springs

Project manager responsible for the preparation of a Phase 1 Project Development Report and Phase 2 construction plans and documents for a federally funded pedestrian underpass under the Burlington Northern Santa Fe Railroad.

Johnson Avenue Roadway and Water Main Improvements

Client: Village of Western Springs

Project manager responsible for preparation of final plans, specifications and cost estimates and for construction management for reconstruction of 3,600' of residential street and replacement of 3,600' feet of water main.

Burlington Avenue Improvements

Client: Village of Western Springs

Project manager responsible for Phase 1, 2 and 3 engineering services for reconstruction of 2,700' of street in the central business district. The project was funded through the federal Surface Transportation Program.

Gilbert Avenue LAPP Improvements

Client: Village of Western Spring

Project manager responsible for the preparation construction plans and documents and construction engineering for resurfacing of 4,200' of a municipal collector Street. The project was funded through the federally funded and IDOT administered Local Agency Pavement Preservation program.

Ellington Avenue ERP Improvements

Client: Village of Western Springs

Project manager responsible for the preparation of construction contract documents and construction engineering for resurfacing of 3,000' of residential streets. The work was completed in compliance with IDOT procedures for MFT projects.

CMAQ Parking Lot Expansion

Client: Village of Western Springs

Project manager responsible for preparation of final plans, specifications and cost estimates, and for construction management for expansion of a commuter parking lot. The project was funded with a CMAQ grant.

Franklin Avenue Roadway and Water Main Improvement

Client: Village of Western Springs

Project Manager responsible for preparation of final plans and construction documents for reconstruction of 2,800' of residential street; resurfacing of 1,000' of street; and 1,200' of water main replacement.

Special Service Area No. 9

Client: Village of Hinsdale

Project manager responsible for preparation of final plans, specifications and cost estimates for construction of a rear yard storm sewer system that was funded with Special Service Area funding.

Thomas Adomshick, P.E., PTOE

Vice President

Mr. Adomshick is a principal and Vice President of James J. Benes & Associates, with 26 years experience in engineering design, traffic studies, environmental studies, plan review and construction inspection. His assignments have included roadway, sanitary sewer, water main, streetlighting and drainage projects and traffic study and plan reviews. He is a member of the Institute of Transportation Engineers.

Education

*BS, Civil Engineering
Penn State University
State College, PA, 1983*

*Policy and Procedure &
Project Management
Seminar
IDOT & CECI*

*Construction Materials
Seminar, IDOT & CECI*

*Neighborhood Design and
Traffic Calming Seminar
University of Wisconsin*

*Highway Capacity
Workshop
Northwestern University*

*Environmental Analysis of
Highway Projects Seminar
University of Wisconsin*

Professional Registrations

*Professional Engineer – IL
since 1988*

*Professional Traffic
Operations Engineer
(certification) since 2003*

Experience

Illinois Route 31 at Illinois Route 176

Client: Illinois Department of Transportation

Project manager responsible for the preparation of Phase II final engineering plans and specifications for widening and reconstruction of 1.4 miles of a State Route. The project included intersection improvements and traffic signal modernization.

Annual Road Improvement Projects

Client: Village of Oak Brook

Project manager responsible for design, contract plan and document preparation, and construction engineering for annual road improvements. The scope of the improvements range from resurfacing to reconstruction and vary in length. Local and MFT funding is used.

22nd Street/York Road Improvements – Phases I, II & III

Client: Village of Oak Brook

Project engineer responsible for the preparation of a Phase I Project Development Report; preparation of final plans, specifications and cost estimates; and construction management for a \$3.0 million intersection widening and resurfacing project. The STP funded project included construction of dual left turn lanes and single right turn lanes at the intersection. It also included two new traffic signal installations, interconnection between six signalized intersections and a new roadway lighting system.

Illinois Route 56 – Phase II

Client: Illinois Department of Transportation

Project manager responsible for the preparation of Phase II final engineering plans and specifications for widening and reconstruction of 1.3 miles of a State Route. The project included intersection improvements and traffic signal modernization.

Waukegan Road/Chestnut Avenue – Phase I

Client: Village of Glenview

Project manager responsible for preparation of a Phase I Project Development Report for intersection widening and traffic signal modifications.

Forest Avenue Improvements - Phases I, II & III

Client: Village of Riverside

Project manager responsible for the preparation of a Phase I Project Development Report; preparation of Phase II final plans, specifications and cost estimates; and construction management for a federally funded resurfacing project of 2,100 feet of streets in a designated historic district.

Illinois Route 83 Environmental Assessment (Re-evaluation)

Client: Illinois Department of Transportation

Project engineer responsible for the preparation of an Environmental Assessment (Re-evaluation) and a Noise Report (Addendum) for widening and reconstruction of an eight mile long section of Illinois Route 83 from south of Interstate 55 to 31st Street, in eastern DuPage County. The project involved widening Route 83 from four lanes to six lanes. Tasks included data collection, analysis of environmental impacts, noise analysis, air quality analysis, attending public hearings and preparation of reports.

Woodside Road Improvements – Phases I, II & III

Client: Village of Riverside

Project manager responsible for Phase I, II & III engineering services for the resurfacing of 2,800 feet of streets in a designated historic district. The project was funded with STP funds.

Illinois Route 22 Roadway Improvements

Client: Illinois Department of Transportation

Project manager responsible for preparation of Phase II final engineering plans and specifications for realignment and reconstruction of 2.675 kilometers of a Strategic Regional Arterial.

Addison Road – Phases I, II & III

Client: Village of Riverside

Project manager responsible for Phase I, II & III engineering services for the resurfacing of 3,900 feet of streets in a designated historic district. The improvement was funded through the Surface Transportation Program.

Jorie Boulevard LAPP Improvements

Client: Village of Oak Brook

Project manager responsible for Phase I, II & III engineering services for the resurfacing of 1.5 miles of a municipal collector street. The improvement was funded through the Local Agency Pavement Preservation program.

Bradley D. Hargett, P.E., CFM

Associate

Mr. Hargett is a project engineer with 19 years experience in location design studies, location drainage studies, engineering design, roadway and hydrologic surveys, materials testing and construction management. His assignments have included roadway, sanitary sewer, water main and drainage projects, as well as geometric studies, intersection design studies and drainage studies.

Education

*BS, Civil Engineering
Technology
Southern Illinois University
Carbondale, IL, 1991*

*Fundamentals of Geometric
Design Workshop
Northwestern University*

*IDOT Documentation
Seminar*

*Traffic Signal Actuation
Workshop
Northwestern University*

*HEC-RAS Seminar
IDOT & ASCE*

Professional Registrations

Professional Engineer – WI

*Certified Floodplain
Manage - ASFPM*

Experience

Main Street Improvements

Client: Village of Lisle

Project engineer responsible for preparation of final plans, construction documents, and estimates for reconstruction of 1,500 of street through the central business district. The improvement included water main replacement, sanitary sewer repairs, storm sewers, street lighting, and traffic signals.

Central Avenue Roadway and Utility Improvements

Client: City of Wood Dale

Project engineer responsible for preparation of final plans, construction documents, and estimates for reconstruction of 4,000 feet of residential street. The improvement included conversion to an urban section, storm sewers, sanitary sewer, and sidewalks.

Glenview Road/Greenwood Road – Phase I

Client: Village of Glenview

Project engineer responsible for preparation of a Phase I Project Development Report for an intersection widening and traffic signal modifications.

Illinois Route 56

Client: Illinois Department of Transportation

Project engineer responsible for preparation of Phase 2 final engineering plans and specifications for widening and reconstruction of 1.3 miles of a State Route.

2006 Paving Project

Client: Village of Oak Brook

Project engineer responsible for preparation of final drainage plans, specifications and cost estimates for 3.7 miles of residential street resurfacing.

Hillgrove Avenue Improvement – Phase 2

Client: Village of Western Springs

Project engineer responsible for preparation of final engineering plans and biddings documents for reconstruction of 2,700 feet of roadway. The project was funded with federal funds and included commuter parking.

Volk Brothers CDBG Improvements

Client: Village of Bensenville

Project engineer responsible for designs and preparation of final plans and documents for reconstruction of 1,100 feet of residential street. The improvements included sidewalks, storm sewers, and driveway and parkway restoration. The improvement was funded with a community Development Block Grant.

Gilbert Avenue LAPP Improvement

Client: Village of Western Springs

Project engineer responsible for preparation of final plans, specifications and cost estimates and for construction engineering for resurfacing of 4,200 feet of a municipal collector. The project was funded through the Local Agency Pavement Preservation program.

Illinois Route 22 Roadway Improvements

Client: Illinois Department of Transportation

Project engineer responsible for preparation of final plans and specifications for realignment and reconstruction of 2.675 kilometers of a Strategic Regional Arterial.

Nerge Road Improvements - Phase I and II

Client: Village of Elk Grove Village

Project engineer responsible for preliminary design and for preparation of final plans, specifications and cost estimates for widening and resurfacing 1,700 feet of street. The \$2.7 million STP funded project also included traffic signals and right-of-way acquisition.

Burlington Avenue Improvement – Phase 2

Client: Village of Western Springs

Project engineer responsible for preparation of final engineering plans and bidding documents for reconstruction of 2,700 feet of roadway. The project was funded with federal funds and included commuter parking adjacent to the reconstructed roadway.

Illinois Route 31 at Illinois Route 176

Client: Illinois Department of Transportation

Project engineer responsible for preparation of Phase 2 final engineering plans and specifications for widening and reconstruction at the intersection of IL 31 and IL 176. The project length is 1.4 miles.

Joshua D. Strait, P.E.

Project Engineer

Mr. Strait is a project engineer with seven years experience in engineering design, plan review and construction inspection. His assignments have included roadway, water main and drainage projects.

Education

*BS, Civil Engineering
University of Illinois
Champaign, IL, 2002*

*IDOT Documentation
Seminar*

*IDOT/APWA Project
Finalization Procedures
Seminar*

Professional Registrations

Professional Engineer – IL

Experience

2008 Reconstruction Project

Client: City of Lockport

Project engineer responsible for the design and preparation of final plans, specifications and cost estimates for reconstruction of approximately 2,600 feet of residential streets. The improvement included sidewalks, water mains, storm sewers, and driveway and parkway restoration.

2006 MFT Street Improvement

Client: City of Wood Dale

Project engineer responsible for preparation of final plans, construction documents, and estimates and for construction engineering for reconstruction of 3,600 feet and resurfacing of 3,000 feet of residential streets. The reconstructed streets were converted to an urban section. The project included water main replacement, storm sewers, sanitary sewer repairs, and sidewalks.

Rose Avenue Reconstruction

Client: Village of Western Springs

Project engineer responsible for design and preparation of engineering plans and contract documents for reconstruction of 970 feet of residential street. The project included curb and gutter, storm sewers, water main replacement, and restoration.

Jorie Boulevard LAPP Improvements

Client: Village of Oak Brook

Resident engineer responsible for construction engineering for 1.5 miles of resurfacing on a municipal collector. The construction documentation was performed in accordance with federal and IDOT policies and procedures.

Johnson Avenue Reconstruction

Client: Village of Western Springs

Project engineer responsible for preparation of final plans, construction documents and estimates for reconstruction of 3,800 feet of residential street. The project included water main replacement and sidewalks.

2007 Paving Project

Client: Village of Oak Brook

Project engineer responsible for construction engineering for resurfacing of 3.2 miles of residential streets. The improvements included pavement patching, curb repairs, bridge repairs, and driveway and parkway reconstruction.

Ridgewood Road Improvements

Client: Village of Riverside

Project engineer responsible for preparation of final plans and documents and construction engineering for resurfacing of 800 feet of a municipal collector. The plans and documentation for the construction was prepared in accordance with federal and IDOT policies and procedures.

2010 MFT Street Improvements

Client: Village of Riverside

Project engineer responsible for design, preparation of final plans and documents, and construction engineering for resurfacing of 3,600 feet of residential street. The plan preparation and construction documentation was completed in accordance with IDOT policies and procedures for MFT projects.

Burlington Avenue Improvements

Client: Village of Western Springs

Resident engineer responsible for construction engineering for 2,700 feet of reconstruction of a municipal collector. The construction documentation was performed in accordance with federal and IDOT policies and procedures.

Mitchell Drive Water Main Replacement

Client: Village of Woodridge

Project engineer responsible for design and preparation of the final plans and construction documents for replacement of 2,800 feet of water main in a residential neighborhood.

Suburban Estates Water Main Improvements

Client: Village of Woodridge

Project engineer responsible for design, preparation of final plans and construction documents, and construction engineering for construction of 6,600' of water main in residential neighborhoods.

2010 Water Main Replacement

Client: Village of Oak Brook

Project engineer responsible for design and preparation of final plans and construction documents for replacement of 3,100 feet of water main.

David A. Koldoff, CPESC

Director of Natural Resources

Mr. Koldoff has a strong background in land-use planning and environmental consulting and has completed several hundred projects in DuPage County involving site development and stormwater permitting. With approximately 17 years of experience, he has successfully completed projects in each DuPage County municipality, including approximately 50 projects in Downers Grove. David has managed stormwater-related projects on behalf of DuPage County DOT and DEC, and the Forest Preserve District. Most projects have involved impact analysis and project permitting for natural resources (including wetlands), and have involved state and federal agencies (IDNR, IEPA, IDOT, IHPA, NRCS, SWCD, and ACOE). David has extensive expertise in Best Management Practice (BMP) design and streambank stabilization. He is an ISA-Certified Arborist, a Certified Wetland Specialist, and a Certified Professional in Erosion and Sediment Control (CPESC).

Education & Registrations:

*Bachelor of Science,
Environmental Biology
Eastern Illinois Univ. 1993*

CPESC (#4509)

*Institute of Wetland and
Environmental Education
and Research*

*Kane County Wetland
Review Specialist (#W-011)*

*Lake County Certified
Wetland Specialist (#C-016,
and Designated Erosion
Control Inspector (DECI)*

ISA - Arborist (IL-4729A)

Special Assignments:

*The Morton Arboretum
Research Dept (Intern) and
Collections Dept., 1993*

Wetland Training Inst. 1995

Experience:

DuPage County Department of Environmental Concerns

Supervisor for team of ecologists working on mitigation monitoring sites at various locations throughout the County. Coordinated schedule and logistics with County staff on approximately 50 sites.

DuPage County Division of Transportation (Various Projects)

Review and preparation of wetland submittals and supportive documentation in conjunction with administration of county and municipal stormwater and floodplain ordinance. Completed various roadway projects in Downers Grove including: Highland Avenue; 75th Street; and Fairview Avenue.

Cantera Industrial Park

Client: LaSalle Partners

Participated in the development and implementation of a comprehensive erosion and sediment control program; supervised staff for three-season monitoring of waterfowl in 40-ac wetland complex; completed fish stocking program; and monitored vegetation establishment. Prepared reports and facilitated ACOE approvals.

High Speed Rail - Chicago to St. Louis, IL

Client: Illinois Department of Transportation

Conducted field investigations for T&E species, water resources, wetlands, and prairie remnants in areas of proposed project impact along a 280-mile long corridor; developed affected environmental consequences text on water resources including U.S. Waters and fish and aquatic habitat for four action alternatives for project Environmental Impact Statement (EIS).

David A. Koldoff

Special Assignments (cont.)

*Prescription Burning,
Public Presentation,
Kennedy Group, 1998*

*Volunteer Work, West
Chicago Prairie, 1999*

*ASLA Native Plant
Restoration Series, 2000*

*DuPage County Hydric
Soils Course, 2002*

Green Roof Seminar, 2002

*Designers and Specifiers
Ground Control Workshop,
2005*

*Wetland Restoration Plan,
Build, and Maintenance,
2001-2006*

America in Bloom, 2006

*U.S. Green Building Consul
LEED Seminar 2006*

*Volunteer: Hope Garden,
Naperville Evangelical Free
Church, 2006-07*

ASFSM Conference 2006

*Warrenville Environmental
Advisory Commissioner
2007*

Naperville River Walk Phase I Renovation (Seg. 2)

Client: City of Naperville

Arborist responsible for tree impact assessments resulting from proposed Riverwalk and Amphitheatre renovation, including bulkhead wall and retaining wall removal along a 400-foot section of the City of Naperville's renowned downtown Riverwalk.

Illinois Route 336, Macomb, IL

Client: Illinois Department of Transportation

Conducted Field investigations of wetlands, wildlife, and proposed wetland mitigation areas for proposed highway improvement project Environmental Impact Statement (EIS)

Thunderhawk Golf Course, Lake Co. IL

Client: Lake County Forest Preserve District

Project manager responsible for wetland and wildlife analysis, and Section 404 permitting for a 240-acre parcel of land for LCFPD's Audubon "Signature" design course.

(TBON), Northern Illinois

Client: Commonwealth Edison

Field Supervisor for wetland delineation on more than 200 miles of fiber optic corridor. Activities included wetland delineations, report preparation, and regulatory agency coordination.

Wetland and Wildlife Services

Client: Forest Preserve District of DuPage County

Project manager responsible for evaluation of wildlife habitat, floristic quality, threatened/endangered species, and water resources. Representative projects include: Springbrook Prairie Regional Trail; Springbrook Prairie Wetland Bank; Deep Quarry Lake Fishery Improvement; Herrick Lake Pedestrian Pathway; Blackwell Facility Expansion; McDowell Woods Pedestrian Trail, Pratt Wayne Woods/Brewster Creek Wetland Initiative; Danada Visitor Garden; Danada Headquarters Visitor Center; Danada Wetland Bank; and Hidden Lake Pedestrian Trail.

Other Representative Projects:

Nike Park – Naperville Park District

Northside Park Lake Restoration – PEI/Wheaton Park District

Lyman Woods Streambank Restoration – Downers Grove P.D.

Salt Creek Restoration – Patrick Engineering/DuPage County DEC

DuPage River Trail – Plainfield Township Park District

Cantigny Park Re-development – Cantigny Foundation, Wheaton, IL

E. Highlands Subdivision Roads and Sidewalk – City of Naperville

Village of Downers Grove- Various wetland reviews

Warrenville Road Permeable Pavers – Grant Procurement

FIRM BACKGROUND AND EXPERIENCE

JAMES J. BENES AND ASSOCIATES, INC. was founded as a Professional Civil Engineering Corporation in 1970. Since that time, we have served more than 200 individual public and private clients in over 70 communities in 5 states. The services provided that we provide include engineering reviews and studies, final design, preparation of construction plans and documents, and construction engineering. We are a registered Professional Engineering Corporation in Illinois.

Our office is located at 950 Warrenville Road in Lisle, Illinois. The proximity of this location to the Village and the project affords us ready access for meetings with the Village staff and timely responses to the project's needs during design and construction.

The firm has been pre-qualified with the Illinois Department of Transportation since 1970 and is currently pre-qualified to perform the following services:

PLANS, SPECIFICATIONS AND ESTIMATES

ROADS AND STREETS
TRAFFIC SIGNALS

STUDIES

DRAINAGE
TRAFFIC
HYDRAULIC REPORTS

LOCATION AND DESIGN STUDIES

REHABILITATION
RECONSTRUCTION/MAJOR REHABILITATION

SPECIAL SERVICES

ROUTE SURVEY
INSPECTION

We have prepared Combined Location/Design Reports, Drainage and Environmental Studies, final design plans and documents for the Illinois Department of Transportation for State Highway roadway improvements throughout the Chicago Metropolitan Area. We are proud to have received the 2008 Award for Exceptional Consulting Engineering Service from IDOT for one of our more recent Phase 2 projects.

The services provided to our municipal, state and county clients account for approximately 98 percent of our total annual billing. The engineering services provided to our municipal clients have included: preparation of plans and specifications for a wide variety of the capital improvement projects; construction inspection; reviews for private developments; coordination with residents; development of multi-year capital improvement programs; attendance at meetings with municipal staffs, elected officials and residents; and traffic engineering reviews and designs.

We have specific experience providing design and construction engineering services for roadway improvements to the Village of Hinsdale and numerous other municipalities. This experience gives us a unique understanding of the tasks necessary for the successful and timely completion of the 2011 Resurfacing Project.

Our staffing and workload will enable us to meet the Village's anticipated schedule for the completion of the 2011 Resurfacing Project. We will be firmly committed to assigning the necessary staff and monitoring their workloads to ensure that the design and construction engineering services are completed to the total satisfaction of the Village.

We are very pleased that 85 to 90 percent of our work in recent years has been with previous clients. We believe that the firm has been given the opportunity to continue to serve our clients because of the satisfaction with our responsiveness and the quality and timeliness of service that has been provided.

SIMILAR ROADWAY EXPERIENCE

James J. Benes and Associates, Inc has recently completed or is currently working on the following roadway improvement projects:

Client: Village of Oak Brook

Project: Jorie Boulevard LAPP Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineers: Steve Gidley, P.E. and Josh Strait, P.E.

Services: Phase I and Design and Construction Engineering

Improvement: Resurfacing of 1.5 miles of a municipal collector street under the federally funded and IDOT administered Local Agency Pavement Preservation (LAPP) program. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. This work was done in compliance with IDOT procedures for federal aid projects.

Project: 2009 Paving Project

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Natalie Nelson, EI

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 1 mile of residential streets. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was locally funded.

Project: 2007 Paving Project

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineers: Jim Miedema, P.E. and Josh Strait, P.E.

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 3.2 miles of residential streets. The improvements included surface removal, pavement patching, curb and gutter repairs, bridge repairs, driveway and parkway restoration, and HMA resurfacing. Permitting was obtained from DuPage County for work within a flood plain. The work was locally funded.

Project: 2006 Paving Project

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineers: Brad Hargett, P.E., CFM and Josh Strait, P.E.

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 3.7 miles of residential streets. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was locally funded.

Client: Village of Lisle

Project: Main Street Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineers: Brad Hargett, P.E., CFM

Services: Design and Construction Engineering

Improvement: Reconstruction of three blocks of pavement in the central business district. The improvements included pavement removal, storm sewers, ornamental pedestrian and street lighting, curb and gutter, medians, traffic signals, and water main replacement. The work was funded with motor fuel taxes. The improvement received the 2010 Transportation Project of the Year Award from the Chicago Metropolitan Chapter, Fox Valley Branch, of the APWA.

Client: Village of Riverside

Project: Ridgewood Road Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Josh Strait, P.E.

Services: Phase I and Design and Construction Engineering

Improvement: Resurfacing of approximately 800 feet of a municipal collector street under the federally funded ARRA program. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. This work was done in compliance with IDOT procedures for federal aid projects.

Project: 2010 MFT Street Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Josh Strait, P.E.

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 3,600 feet of residential streets. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was funded with motor fuel taxes.

Project: 2009 MFT Street Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Jim Miedema, P.E.

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 1 mile of residential streets and concrete patching on approximately 1,800 feet of streets. The improvements included surface removal, HMA and concrete pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was funded with motor fuel taxes.

Project: Akenside Road Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineers: Jim Miedema, P.E. and Natalie Nelson, EI

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 1,600 feet of residential streets and concrete patching on approximately 1,100 feet of streets. The improvements included surface removal, HMA and concrete pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was funded with motor fuel taxes.

Client: Village of Riverside (continued)

Project: 2007 MFT Street Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineers: Jim Miedema, P.E. and Natalie Nelson, EI

Services: Design and Construction Engineering

Improvement: Resurfacing of approximately 1 mile of residential streets and concrete patching on approximately 2,100 feet of streets. The improvements included surface removal, HMA and concrete pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was partially funded with motor fuel taxes.

Project: Quincy Street Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Jim Miedema, P.E.

Services: Phase I and Design and Construction Engineering

Improvement: Resurfacing of approximately 4,600 feet of residential and commercial streets. The improvements included surface removal, HMA and concrete pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was funded with federal and motor fuel tax funding. This work was done in compliance with IDOT procedures for federal aid projects.

Project: Addison Road Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Jim Miedema, P.E.

Services: Phase I and Design and Construction Engineering

Improvement: Resurfacing of approximately 3,800 feet of a collector street in a residential neighborhood. The improvements included surface removal, HMA and concrete pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was funded with federal and motor fuel tax funding. The work was done in compliance with IDOT procedures for federal aid projects.

Client: Village of Bensenville

Project: Volk Brothers CDBG Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineers: Brad Hargett, P.E., CFM

Services: Design and Construction Engineering

Improvement: Reconstruction of approximately 1,100 feet of pavement in a residential neighborhood. The improvements included pavement removal, storm sewers, sidewalk, curb and gutter, driveways, and parkway restoration. The work was funded with a Community Development Block Grant.

Client: City of Lockport

Project: 2009 Reconstruction Project

Project Manager: Gary Cottingham, P.E.

Project Engineers: Josh Strait, P.E.

Services: Design Engineering

Improvement: Reconstruction of 2,600 feet of residential streets. The improvements included pavement removal, storm sewers, water mains, sidewalks, curb and gutter, driveways, and parkway restoration. The work was locally funded.

Client: Village of Western Springs

Project: Gilbert Avenue LAPP Improvements

Project Manager: Jeffery Ziegler

Project Engineer: Brad Hargett, P.E., CFM

Services: Phase I and Design and Construction Engineering

Improvement: Resurfacing of 4,200 feet of a municipal collector street under the federally funded and IDOT administered Local Agency Pavement Preservation (LAPP) program. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was done in compliance with IDOT procedures for federal aid projects.

Project: Ellington Avenue ERP Improvements

Project Manager: Jeffery Ziegler

Project Engineer: Brad Hargett, P.E., CFM

Services: Design and Construction Engineering

Improvement: Resurfacing of 3,000 feet of a residential street under the State funded and IDOT administered Emergency Repair Program (ERP) program. The improvements included surface removal, pavement patching, curb and gutter repairs, driveway and parkway restoration, and HMA resurfacing. The work was done in compliance with IDOT procedures for motor fuel tax projects.

Project: Franklin Avenue Roadway and Water Main Improvements

Project Manager: Jeffery Ziegler

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: Reconstructing 2,800 feet of residential street with concrete pavement and resurfacing 1,100 feet of residential street. The improvements included pavement removal, surface removal, pavement patching, curb and gutter, storm sewers, water mains, and driveway and parkway restoration. The work was locally funded.

Project: Burlington Avenue Improvements

Project Manager: Jeffery Ziegler

Project Engineers: Brad Hargett, P.E., CFM and Josh Strait, P.E.

Services: Phase I and Design and Construction Engineering

Improvement: Reconstruction of 2,700 feet of a municipal collector street under the federally funded and IDOT administered Surface Transportation Program. The improvements included pavement removal, concrete pavement, curb and gutter, storm sewers, water mains, and driveway and parkway restoration. The work was done in compliance with IDOT procedures for federal aid projects.

Project: Johnson Avenue Improvements

Project Manager: Jeffery Ziegler

Project Engineer: Josh Strait, P.E.

Services: Design Engineering

Improvement: Reconstructing 3,900 feet of residential street with concrete pavement. The improvements included pavement removal, curb and gutter, combined sewers, water mains, and driveway and parkway restoration. The work was locally funded.

Client: Illinois Department of Transportation

Project: IL Rte. 31 at IL Rte. 176 Intersection Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: Widening and reconstructing the intersection to provide added turning and through lanes. The project length is 1.5 miles. The improvements include storm sewers, stormwater detention, traffic signal replacement and modernization, and special/hazardous waste removal.

Project: IL Rte. 56 Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: Widening and reconstructing the existing pavement to provide a five lane section. The project length was 1.3 miles. The improvements included storm sewers, in-line stormwater detention, traffic signal replacement and modernization, bicycle paths, water main replacement, and special/hazardous waste removal. We were proud to have won the Award for Exceptional Consulting Engineering Service from IDOT for our work on the project.

Project: IL Rte. 22 Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: Realigning, widening and reconstructing the existing pavement to provide a five lane section. The project length was 2.2 kilometers. The improvements included storm sewers, stormwater detention, traffic signal replacement and modernization, culvert replacements, and retaining walls.

SIMILAR WATER MAIN EXPERIENCE

The following is a listing of recent water main projects for which James J. Benes and Associates, Inc. has provided design and construction engineering services:

Client: City of Warrenville

Project: Landon Avenue Sanitary Sewer and Water Main Improvements

Project Manager: James Darnell, P.E.

Project Engineers: Josh Strait, P.E. and Steve Gidley, P.E.

Services: Design and Construction Engineering

Improvement: Installation of approximately 200 feet of water main by open trench construction and 4,400 feet of water by directional bore. Thirty-two services were connected to the new water main. A large portion of the water main was installed within regulatory flood plain and wetland. A City/County Stormwater Permit, Joint COE/IDNR-OWR/IEPA permit, and IEPA Public Water Supplies Construction Permit were obtained.

Client: Village of Oak Brook

Project: 2010 Water Main Replacement
Project Manager: Thomas Adomshick, P.E.
Project Engineers: Josh Strait, P.E. and Steve Gidley, P.E.
Services: Design and Construction Engineering
Improvement: Water main replacement consisting of 3,140 feet of open trench construction, 8,490 feet of directional bore, and 108 service connections. Permits were obtained from the IEPA – Public Water Supplies and the DuPage County Highway Department.

Project: Westlake Gardens Water Main Improvements
Project Manager: Thomas Adomshick, P.E.
Project Engineers: Steve Gidley, P.E. and Josh Strait, P.E.
Services: Design and Construction Engineering
Improvement: Water main replacement consisting of 6,030 feet of open trench construction and 130 water services. A permit was obtained from the IEPA – Public Water Supplies.

Client: Village of Woodridge

Project: Pleasantdale Water Main Improvements
Project Manager: Gary Cottingham, P.E.
Project Engineer: Steve Gidley, P.E.
Services: Design and Construction Engineering
Improvement: Water main construction consisting of 6,900 feet of open trench construction and 300 feet of auger with casing. Permits were obtained from the IEPA – Public Water Supplies, Illinois Department of Transportation, and the DuPage County Highway Department.

Project: Suburban Estates Water Main Improvements
Project Manager: Gary Cottingham, P.E.
Project Engineer: Josh Strait, P.E.
Services: Design and Construction Engineering
Improvement: Water main construction consisting of 6,600 feet of open trench construction and 120 feet of auger with casing. Permits were obtained from the IEPA – Public Water Supplies and the DuPage County Highway Department.

Project: Mitchell Drive Water Main Replacement
Project Manager: Gary Cottingham, P.E.
Project Engineer: Josh Strait, P.E.
Services: Design Engineering
Improvement: Water main replacement consisting of 2,800 feet of open trench construction and 48 water services. A permit was obtained from the IEPA – Public Water Supplies.

Client: Village of Western Springs

Project: Johnson Avenue Roadway and Utilities
Project Manager: Jeffery Ziegler
Project Engineer: Josh Strait, P.E.
Services: Design Engineering
Improvement: Water main replacement project consisting of 3,685 feet of open trench water main construction and 90 water services. A permit was obtained from the IEPA – Public Water Supplies

Client: Village of Lisle

Project: 2007 Downtown Sewer and Water Main Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Josh Strait, P.E.

Service: Design Engineering

Improvement: The improvement included 1,330 feet of water main replacement and service connections. A permit was obtained from the IEPA – Public Water Supplies.

Project: Kohley Road Water Main Extension

Project Manager: Gary Cottingham, P.E.

Project Engineer: Josh Strait, P.E.

Service: Design Engineering

Improvement: Water main construction consisting of a 1,830 feet water main extension with service connections. Alternate designs were performed and alternate bidding documents were prepared for open trench and trenchless construction. A permit was obtained from the IEPA – Public Water Supplies.

SIMILAR STORM SEWER EXPERIENCE

Client: Village of Lisle

Project: 2007 Downtown Sewer and Water Main Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Josh Strait, P.E.

Service: Design Engineering

Improvement: The improvement included 1,830 feet of storm sewer construction.

Project: 2010 Drainage Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Josh Strait, P.E.

Service: Design Engineering

Improvement: The improvement consists of 1,980 feet of storm sewer construction. Certification was received from DuPage County.

Client: City of Wood Dale

Project: 2006 Roadway and Utility Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Josh Strait, P.E.

Service: Design and Construction Engineering

Improvement: The improvement included 2,700 feet of storm sewer construction.

Project: Central Avenue Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Brad Hargett, P.E.

Service: Design and Construction Engineering

Improvement: The improvement included 3,200 feet of storm sewer construction.

Client: Village of Bensenville

Project: Volk Brothers CDBG Improvements

Project Manager: Gary Cottingham, P.E.

Project Engineer: Brad Hargett, P.E., CFM

Services: Design and Construction Engineering

Improvement: The improvement included 1,200 feet of storm sewer construction.

Client: City of Lockport

Project: 2009 Reconstruction Project

Project Manager: Gary Cottingham, P.E.

Project Engineers: Josh Strait, P.E.

Services: Design Engineering

Improvement: The improvement included 2,600 feet of storm sewer construction.

Client: Illinois Department of Transportation

Project: IL Rte. 31 at IL Rte. 176 Intersection Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: The improvement includes 12,900 feet of storm sewer construction.

Project: IL Rte. 56 Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: The improvement included 9,500 feet of storm sewer construction.

Project: IL Rte. 22 Improvements

Project Manager: Thomas Adomshick, P.E., PTOE

Project Engineer: Brad Hargett, P.E., CFM

Services: Design Engineering

Improvement: The improvement included 12,800 feet of storm sewer construction.

LIST OF REFERENCES

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, ILLINOIS 60558
William Nelson, Director of Municipal Services
(708) 246-1800

VILLAGE OF RIVERSIDE
27 RIVERSIDE ROAD
RIVERSIDE, ILLINOIS 60546
Ed Bailey, Director of Public Works
(708) 442-3590

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60521
Michael Hulihan, Director of Public Works
(630) 368-5272

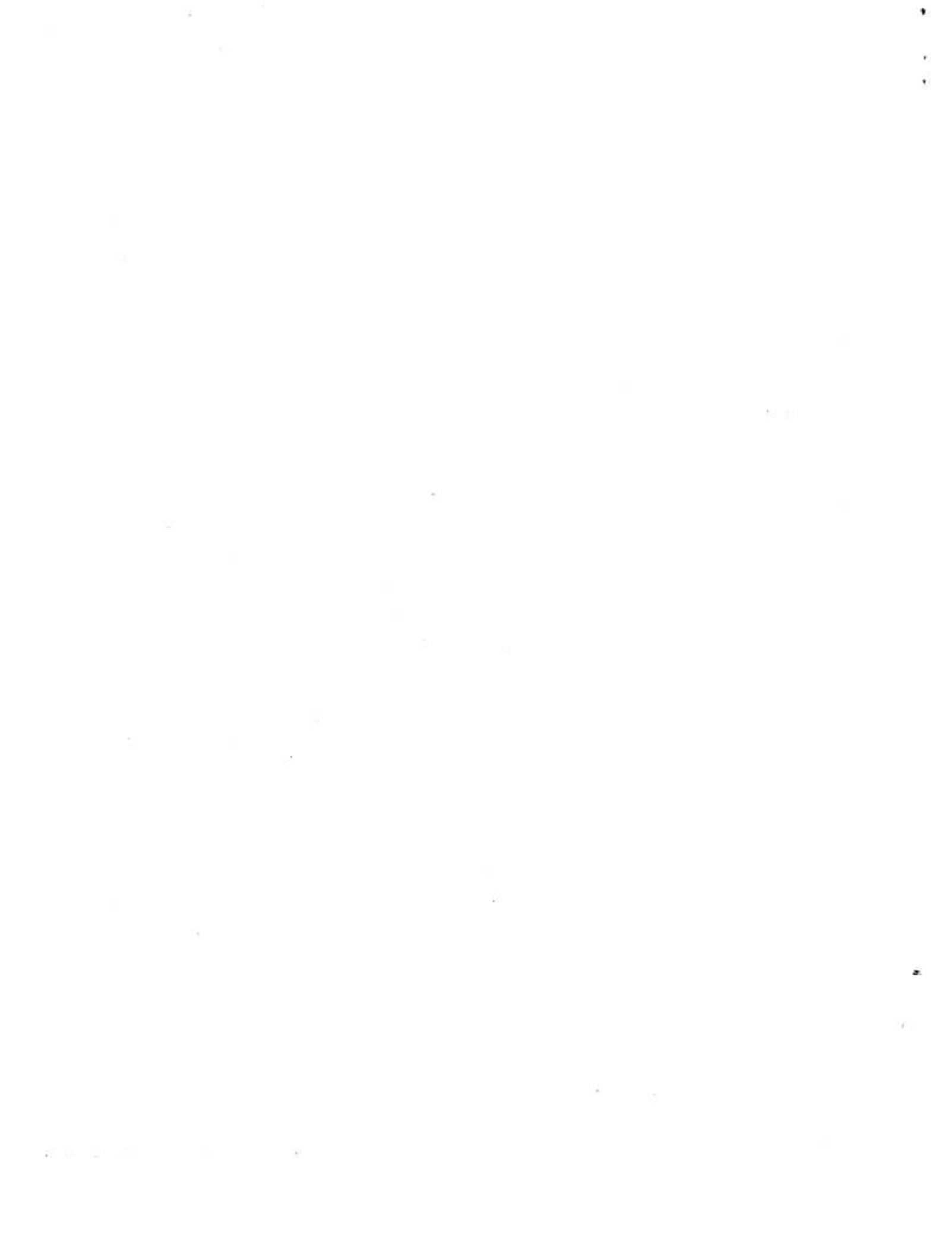
CITY OF LOCKPORT
17112 S. PRIME ROAD
LOCKPORT, ILLINOIS 60441
Amy Ries, City Engineer (815) 838-0549

VILLAGE OF Lisle
925 BURLINGTON AVENUE
Lisle, ILLINOIS 60532
Jason Elias, Director of Public Works
(630) 271-4170

ILLINOIS DEPARTMENT OF TRANSPORTATION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196
Ken Eng, Bureau of Design
(847) 705-4247

VILLAGE OF WOODRIDGE
5 PLAZA DRIVE
WOODRIDGE, ILLINOIS 60517
Katy Rush, Village Manager
(630) 719-4706

CITY OF BATAVIA
200 N. RADDANT ROAD
BATAVIA, ILLINOIS 60510
Gary Holm, Director of Public Works
(630) 454-2300



Daniel Deeter

From: Jay T. Olson [Jay.Olson@clarkdietz.com]
Sent: Tuesday, January 04, 2011 12:23 PM
To: Daniel Deeter
Subject: Hinsdale - 2011 Resurfacing Proposal
Attachments: Deeter-Hinsdale.2011 Resurfacing Proposal Cover Letter.122910.pdf; Hinsdale 2011 Resurfacing PSA.pdf; Hinsdale - 2011 MFT Resurfacing Fee Estimate.122910.xls

Dan,

Please find attached our Proposal for the 2011 Resurfacing Project. I have also attached my breakdown of hours that show how we arrived at the budgets, and the provision of full-time observation.

We appreciate your highest consideration.

Feel free to call me if you have any questions or need additional information.

Thanks,

Jay

Jay T. Olson, P.E.

Clark Dietz, Inc. - Engineers
118 South Clinton Street, Suite 600
Chicago, IL 60661
312.648.9900 - office
312.648.0204 - fax
630.536.6807 - cell
jay.olson@clark-dietz.com
www.clark-dietz.com

 Please consider the environment before printing this e-mail.



December 29, 2010

Mr. Dan Deeter PE
Village Engineer
Hinsdale, Village of
19 E. Chicago Avenue
Hinsdale, IL 60521-3489

Re: 2011 Resurfacing Project Proposal

Dear Mr. Deeter:

Please find enclosed our Professional Service Agreement for the 2011 Resurfacing Project, for your consideration. The Proposal is based on your RFP dated December 8, 2010, and your December 28th email updating the RFP requirements regarding the feasibility studies and addition of the Graue Mill entrance road.

The street resurfacing construction project (resurfacing and watermain) is anticipated to run approximately 10 weeks in length. We propose to provide *full-time* onsite observation for the duration of the construction project at a rate of 9 hours per day to accommodate the contractor's work schedule, as stipulated in the RFP. The contractor will be responsible for disposal of excess material and PE certification of the material.

The services include analyzing viable storm sewer solutions for drainage problems at Eighth Place, Grant Street, and Monroe Street. Upon acceptance of the findings, Clark Dietz will prepare an amendment to the consulting agreement for the design, permitting, bidding, and construction services, as directed by the Village.

We appreciate the opportunity to propose on this project, and are excited about the prospect of continuing our relationship with the Village.

Feel free to call me if you have any questions or need additional information regarding our proposal.

Very truly yours,
Clark Dietz, Inc.

A handwritten signature in black ink that reads "Jay T. Olson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jay T. Olson, P.E.

Enclosures

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

2011 Resurfacing Project, Hinsdale, Illinois

This Agreement is by and between

Village of Hinsdale ("Client")
19 E. Chicago Avenue
Hinsdale, IL 60521-3489

and

Clark Dietz, Inc. ("Clark Dietz")
118 S. Clinton, Suite 600
Chicago, IL 60661

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Approved for Client

By: _____

Title: _____

Date: _____

Approved for Clark Dietz

By:  _____

Title: President

Date: 1-4-11

PART I SERVICES

A. Project Description

The 2011 Resurfacing Project, Hinsdale, Illinois is described in the following sections.

1. **2011 Resurfacing Project** - The Project consists of engineering consulting services including field surveys (as necessary) final design, permitting, preparation of construction contract and drawings, and MFT documents, coordination and management of the IDOT submittals, bidding assistance, and Phase III engineering services, for the resurfacing and watermain and storm sewer improvements listed below on the following streets:
 - First Street (County Line Road to Columbia Avenue)
 - 1574 LF 2" Mill & Overlay
 - 656 LF Abandon-in-Place 6" WM; Install 8" WM within street resurfacing limits
 - Third Street (County Line Road to Hillcrest Avenue)
 - Crack Control Treatment
 - Third Street (Hillcrest Avenue to Princeton Avenue)
 - 1427 LF PCC repair
 - Third Street (Princeton Avenue to Columbia Avenue)
 - Televis 48-inch Brick Sewer
 - Repair/Line 48-inch Brick Sewer
 - 440 LF 2" Mill & Overlay
 - Columbia Avenue (First Street to Third Street)
 - 640 LF 2" Mill & Overlay
 - Investigate Mid-Block Drainage Problem
 - Pamela Circle (County Line Road to East End)
 - 1036 LF 2" Mill & Overlay
 - Pamela Circle (County Line Road to West End to Oak Street)
 - 610 LF Abandon-in-Place 6" WM; Install 8" WM within street resurfacing limits
 - Charleston Road (County Line Road to West End to Elm Street)
 - 2446 LF 2" Mill & Overlay
 - 1250 LF Abandon-in-Place 6" WM; Install 8" WM within street resurfacing limits
 - Graue Mill Entrance Road
 - 800 LF 2" Mill & Overlay
2. **Feasibility Studies** - Additionally, the Project includes preparing Feasibility Studies (3) investigating viable alternatives to address ponding/drainage problems as identified in the Stormwater Master Plan for the Village of Hinsdale, prepared by Clark Dietz, Inc. The Feasibility Studies will include field surveys, geotechnical investigations, identification of viable alternatives, and recommendations.
 - Eighth Place (Eighth Place to Madison Street to Eighth Street)
 - Investigate 700 LF 15" Storm Sewer(Note: Eighth Place 344 LF 2" Mill & Overlay to be deferred until investigation is completed and alternative deemed feasible by Village of Hinsdale.)
 - Grant Street (Fifth Street to Sixth Street)/Sixth Street (Grant Street to Vine Street)
 - Investigate 290 LF 24" Storm Sewer (Grant Street)

- Investigate 425 LF 24' Storm Sewer (Robbins Park)
- Monroe Street (Ogden Avenue to Madison Street)
 - Investigate 1240 LF 30" Storm Sewer

B. Scope

1. **2011 Resurfacing Project – Design, Permitting & Bidding** - The following is a breakdown of the anticipated tasks for the 2011 Resurfacing Project – Design, Permitting & Bidding Phase.

Task 1 Kickoff

1. Develop Project Work Plan.
2. Prepare IDOT MFT Resolution and BLR 05512 Agreement.
3. Kickoff Meeting between Village Staff and Clark Dietz Team.

Task 2 Site Reconnaissance, Data Collection & Review Existing Conditions

1. Collect relevant available information.
2. Contact utilities.
3. Review data collected and assess need for additional information.
4. Perform site reconnaissance and identify limits of resurfacing in field with Village Staff.
5. Perform field survey.
 - a. Street resurfacing will not require detailed field survey.
 - b. Watermain installation occurring within street resurfacing will not require detailed field survey. Locations outside street limits will be field surveyed.
6. Coordinate and review utility info, and existing plan data.

Task 3 Contract Documents

1. Prepare construction drawings.
 1. Construction drawings will be prepared in accordance with MFT plan requirements.
2. Develop typical sections for mill & overlay, and PCC pavement repair.
3. Prepare list of construction items and quantity estimates.
4. Prepare Opinion of Probable Construction Cost.
5. Perform QA/QC and checking.
6. Meet with Village to review pre-final contract documents.
7. Incorporate agreed-to review comments into final contract documents.
8. Submit final contract documents to IDOT Bureau of Local Roads for approval.
9. Submit final contract documents to IEPA for Watermain Construction Permit.

Task 4 Bid Coordination

1. Coordinate Bid Notice with Village Staff.
2. Assist Village Staff with receipt of bids, review, and recommendation for award.
3. Attend pre-bid meeting and bid opening.

Task 5 Project Management

1. Provide project updates as necessary.
2. Coordinate QA/QC and Clark Dietz resources.
3. Prepare monthly invoicing.
4. Note: Meetings as outlined in above Tasks.

2. Phase III - Resident Engineer Services - The following is a breakdown of the anticipated tasks for the Phase III - Resident Engineer Services.

Task 1 Resident Engineer Services

1. Furnish a Resident Engineer in accordance with Provision 1.k.(1) as outlined in BLR 05512.
2. Attend weekly construction meetings.
3. On-site construction observation to verify that the construction of the project is in substantial compliance with the contract documents.
4. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Advise the Village of any changes or conditions that impact the project in a timely manner.
5. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
6. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT.
7. Daily review and inspection of traffic control items and erosion control plan implementation and maintenance.
8. Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise Village of such occurrences.
9. Ensure that the Contractor meets the necessary requirements of Public Act 96-1416 to include environmental assessments and PE Certification of the site of origin.
10. Review and provide recommendation to the Village concerning applications for payment by the Contractor and Change Order requests.
11. Upon substantial completion, prepare a final punch list, and follow-up with Contractor to complete punch list items.
12. Establish and set lines and grades in accordance with MFT procedures.
13. Prepare final MFT documentation and submit to IDOT Bureau of Local Roads for approval.
14. Coordinate with the Contractor to provide a complete set of Record Drawings.

3. Feasibility Studies - The following is a breakdown of the anticipated tasks for the Feasibility Studies Phase.

Task 1 Kickoff (held concurrent with Resurfacing Project)

1. Develop Project Work Plan.
2. Kickoff Meeting between Village Staff and Clark Dietz Team.

Task 2 Hinsdale Stormwater Master Plan

1. Review findings and recommendations:
 - a. Area 19 – Monroe Street from Madison Street to Ogden Avenue.
 - b. Area 41 – Grant Street from Fifth Street to Sixth Street to Robbins Park.
 - c. Eighth Place – Madison Street to Eighth Street (Not identified in Stormwater Master Plan.)
2. Identify preliminary alternatives to address each study area.

Task 3 Site Reconnaissance, Data Collection & Review Existing Conditions

1. Collect relevant available information.
2. Contact utilities.

3. Review data collected and assess need for additional information.
4. Perform site reconnaissance with Village Staff.
5. Perform field survey of viable alternative routings.
6. Coordinate and review utility info, and existing plan data.

Task 4 Feasibility Study

1. Prepare alternatives analysis for each study area.
2. Perform preliminary hydrologic and hydraulic analysis of each alternative within each study area.
3. Prepare preliminary construction cost estimates for each alternative within each study area.
4. Summarize alternatives, findings, and recommendation for each study area.
5. Prepare Feasibility Studies Memorandum, and review with Village Staff.
6. Present Feasibility Studies Memorandum to EPS.

C. Schedule

1. 2011 Resurfacing Project Schedule

Task	Start Date	End Date
Engineering Contract Award		January 25 th Village Board
Kickoff	02/01/11	02/15/11
Site Reconnaissance & Field Survey	02/16/11	03/15/11
Engineering Design	03/16/11	04/15/11
MFT Approval and IEPA Permit	04/16/11	05/31/11
Bidding	06/01/11	06/30/11
Construction	07/01/11	09/15/11
Project Close Out	09/16/11	10/30/11

2. Feasibility Studies Project Schedule

Task	Start Date	End Date
Engineering Contract Award		January 25 th Village Board
Kickoff	02/01/11	02/15/11
Hinsdale Stormwater Master Plan	02/16/11	02/28/11
Site Reconnaissance & Field Survey	03/01/11	03/15/11
Feasibility Study	03/16/11	04/15/11
Meet with Village Staff	04/16/11	04/30/11
Presentation		May 9 th EPS Committee

D. Assumptions/Conditions (If applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement shall take precedent over any IDOT BLR agreement forms necessary to administrate the Project in accordance with IDOT MFT Procedures, to the extent allowed by the laws of the State of Illinois.
2. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
3. This Agreement does not include the preparation of right-of-way, easements, or temporary construction easement drawings, descriptions, and negotiation/acquisition services.
4. This Agreement does not include the preparation of assessment roles or schedules.
5. Local permits for this project (street cuts, utility relocations, etc.) will be provided by the Client with information provided by Clark Dietz.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This Agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe® Portable Document Format (PDF).

- a. Client will provide the following information to Clark Dietz in electronic format for use by Clark Dietz on this project:
 - 1) CADD files of drawings of the existing facilities. The files were produced in AutoCAD. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of AutoCAD. If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.
 - 2) Aerial photography to be utilized in the design.
- b. Clark Dietz will utilize current Clark Dietz standards for layering, line types, text styles, etc. in the development of the CADD files for this project. Changes in these standards requested by the CLIENT may result in additional cost.
 - 1) Client is aware that differences may exist between electronic files delivered and printed hard-copy documents. At the time of the delivery of the electronic files, Clark Dietz will

deliver one set of hard-copy documents. In the event of conflict between the electronic and hard-copy version of the documents, the hard-copy version shall govern. Client also understands the complexity associated with printing electronic files on various printing equipment. The electronic files provided by Clark Dietz are created for printing on specific equipment utilized by Clark Dietz. Clark Dietz can not assure that Client will be able to properly print the documents on other equipment.

- 2) Electronic files delivered by Clark Dietz will be delivered on compact disk in a format readable by commonly available IBM PC based computer hardware using the current operating system at the time of delivery of electronic files.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Dan Deeter, Village Engineer

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

Compensation for the Services shall be as follows:

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$ 113,500.00 as defined below:

Resurfacing Project – Engineering Design:	\$ 36,000.00
Resurfacing Project - Phase III – Construction Engineering Services:	\$ 58,000.00
Feasibility Study:	<u>\$ 19,500.00</u>
TOTAL	\$ 113,500.00

1. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
2. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. (Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".)

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
- c. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
STANDARD TERMS AND CONDITIONS**

Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz shall establish and maintain programs and procedures for the safety of its employees. Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

PART IV
STANDARD TERMS AND CONDITIONS
Page 2 of 2

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2010

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	180.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2010

Vehicles

Autos	\$0.50/mile
Field Vehicles	\$60.00/day or \$0.50/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)

Robotic Survey Equipment \$20.00/hour

GPS Survey Equipment \$30.00/hour

CADD Usage \$20.00/hour

Regular Format Copies* (8.5"x11" or 11"x17") \$0.10/copy

Color Copies* (8.5"x11") \$0.50/copy

Color Copies* (11"x17") \$1.50/copy

Large Format Plotting and/or Copying*

(12"x18") \$0.50/sheet

(22"x34" or 24"x36") \$1.75/sheet

(30"x42") \$2.50/sheet

(36"x48") \$3.00/sheet

Large Format Scanning*

(12"x18") \$.30/sheet

(22"x34" or 24"x36") \$1.00/sheet

(30"x42") \$1.50/sheet

(36"x48") \$2.00/sheet

Hotels & Motels

Meals

Postage, Federal Express & UPS

Public Transportation

Long Distance Telephone

Film and Development

Supplies


At Cost

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities sent outside are billed at cost. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.

DATE: January 10, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER Village Board Consent Agenda Item		DEPARTMENT Community Development		
ITEM Request for Village Participation in Addressing Localized Drainage Area #47		APPROVAL Daniel M. Deeter Village Engineer		
<p>The backyard area of the southern half of the 700-block between S. Lincoln and S. Washington Streets is identified in the Village Stormwater Master Plan as Localized Drainage Area #47. The Stormwater Master Plan proposed that a private storm sewer could transport water from the back yards to a public storm sewer on 8th Street.</p> <p>During the re-construction of 8th Street in 2008, the Village provided a storm sewer structure for the future private line to connect into. During 2010, the residents of this area have developed a plan to construct a private 8-inch storm sewer line from Drainage Area #47 to the 8th Street Storm Sewer. The cost of this storm sewer (including engineering) is \$36,500.</p> <p>Under the Village's Localized Drainage Plan, the cost of projects established solely to alleviate private property flooding can be split 80/20 where the residents' are responsible for 80%. The residents of the 700-block of S. Lincoln and S. Washington are requesting that the Village provide 20% or \$7,300 to address this drainage issue. The Village will provide the funding when residents have presented all invoices at the end of the project.</p> <p>Motion: To Approve the Payment of 20% of the Construction and Engineering Costs or No More Than \$7,300 to Impacted Local Residents to Alleviate Flooding on Private Property Known as Localized Drainage Area #47 Once the Village has Received and Approved the Construction and Engineering Invoices.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

11.0 Sheet 20

Village of Hinsdale

Flooding Problem Areas
Village Sewer Atlas Sheet 20

**Legend**

- | | |
|----------------------------|--------------------------|
| Proposed Ditch Cleaning | Proposed Sewer (Private) |
| Proposed Inlet (Private) | Proposed Sewer (Village) |
| Proposed Inlet (Village) | Identified Problem Areas |
| Proposed Manhole (Private) | |
| Proposed Manhole (Village) | |

0 125 250 500
Feet



Larger Details are Shown for:

Area 43 and Area 44
Area 48
Area 51
Area 52

Jeff Holland
723 S. Lincoln
Hinsdale, IL 60521
jeffreyjh2@comcast.net
630-674-7226

December 7, 2010
Chairperson Laura LaPlaca, EPS
In Care of Dan Deeter Village of Hinsdale Engineer

Mrs. LaPlaca,

The 700 Block of South Lincoln Street has been determined by the Village of Hinsdale to having drainage issues. This area has been identified by the Village as a "Flooding Problem Area" in the Village Sewer Atlas Sheet 20. These issues have also been documented by the village engineer, and the village engineer has encouraged us to attempt to solve the problem.

I am working with the neighbors affected by these drainage problems and recently our neighborhood has worked together to develop a plan to resolve our drainage issues, and we would like to be considered for cost sharing through the village.

We have already hired a civil engineer for \$5,000 and would like to proceed with cost sharing on the full project including the civil engineer's fees.

At this time, we plan on proceeding with the 8" bored pipe solution by McGuire and Sons, Inc. for \$30,000. We anticipate the engineer will charge us an additional \$1,500 for supervision. The total project cost is estimated to be \$36,500.

Attached is a copy of our plan and bids received.

Sincerely yours,



Jeffrey Holland



1661 Aucutt Road · Montgomery · IL 60538
Tel: (630) 801-7927 · Fax: (630) 701-1385

September 09, 2010

Via Email

Mr. Bruce Mantia
729 S. Lincoln Street
Hinsdale, IL 60521
Phone: 630-654-8650
Fax: 630-981-1151
Email: bjmantia@gmail.com

SUBJECT: PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES DRAINAGE IMPROVEMENTS IN HINSDALE, ILLINOIS

Dear Bruce:

Ridgeline Consultants, LLC (RC) (Consultant) is pleased to submit its proposal to provide Engineering and Surveying services to Mr. Bruce Mantia (Client). Services are concerning the drainage improvements in the eastern yards of the adjoining residential properties located at 723, 729, 733, 739 S. Lincoln and 23W 8th Street.

Upon speaking with Mr. Al Diaz of Village of Hinsdale on 09/08/10, RC offers to complete the following Professional Services for the lump sum fees as detailed below:

1. Topographic and Boundary Survey

\$2,850.00

Prepare a Topographic and Boundary Survey of the subject properties signed and sealed by an Illinois Professional Land Surveyor. This survey would include sufficient spot elevations to generate 1 foot contours within the eastern yards of the subject properties and offsite area to the north, the south and the east adequate to determine the immediate offsite drainage pattern. We will place a J.U.L.I.E. request prior to our field work and include the utility markings in the survey. We will include existing above ground structures and visible utilities as required for civil engineering design purposes. All trees with 6" in diameter or greater in the rear yards will be identified in the Survey. The topographic survey will be based on Village of Hinsdale datum. Based on our research into the latest FEMA flood maps, there is no regulatory floodplain/floodway on site and immediately offsite that would impact the permitting process.

2. Final Engineering Plans

\$1,400.00

We will prepare a Final Engineering Plans for the proposed improvements which will likely be storm sewers with the appurtenant structures running within the subject rear yards and discharging into the existing catch basin on the north curb of 8th Street. The plans will include specification, construction details, existing site demolition, detailed utility design, detailed grading and Erosion Control design. Once the plan is approved by the Village, upon client's request, we will furnish a number of sewer contractor contacts for bidding. The fees quoted herewith include all necessary plan revisions in order to secure the Village's approval. As confirmed by Mr. Diaz, Village of Hinsdale is the only governmental entity where the permit is required.

Also, it is our suspicion that the stripe of lands adjacent to the rear lot lines of the subject properties were reserved for the public utility purpose (electricity, cable, phone & possibly gas) when the original 16' wide alley was vacated. It is likely that the proposed storm sewers will be running outside of this stripe of lands unless the followings hold true.

- a. these lands were also reserved for the drainage purpose and
- b. the existing utilities within this stripe does not pose difficulties for construction.

The restrictions and rights associated with this stripe of lands will be researched and the routing of the proposed storm sewers will be studied.

3. Plat of Easement Preparation (If Necessary)

\$750.00

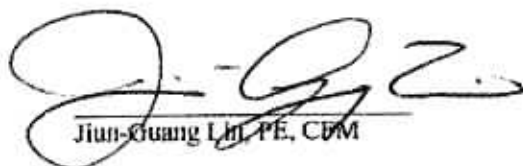
Since the proposed storm sewers will be privately owned, a normal Plat of Easement process dedicating the easement to the Village will not be necessary. Therefore, Village does not require a Plat of Easement. However, if the proposed storm sewers will be running outside the stripe of lands immediately west of the rear lot lines, for a better record keeping, we do recommend having a Plat of Easement prepared so that the boundaries of such an easement will be legally described. This Plat of Easement will have the terms and restrictions associated with the easement, signed off by all affected property owners and recorded in DuPage County Recorder's office. Please note that the fee quoted herewith only covers the preparation of the Plat, and not includes the coordination of getting the plat signed and recorded.

The terms of the attached Rider are hereby incorporated and made a part of this proposal. If the above is acceptable, please have this proposal executed. We will begin work as soon as we receive an executed copy. This proposal will be invalid if not accepted by June 30, 2011.

Thank you again for the opportunity to submit this proposal, and should you have any questions or need additional information, please do not hesitate to contact us.

Very truly yours,

Ridgeline Consultants, LLC



Jiun-Kuang Lin, PE, CFM

ACCEPTED:

By: _____

Date: _____

RIDER

CONTROLLING LAW - This Agreement is to be governed by the law of the State of Illinois. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Kane County, Illinois, except that Ridgeline Consultants, LLC (RC) may bring an action to enforce any lien against the Property in the county where the Project is located.

CURE PERIOD - If during the Project term, Client observes or becomes aware of any improper service which has been provided by RC, Client agrees to immediately notify RC of the same. RC shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement.

RC'S RELIANCE ON INFORMATION PROVIDED - Client agrees to provide RC with all requested information needed for RC to perform its services. RC is entitled to rely on the accuracy and completeness of any information furnished to RC by or on Client's behalf.

PERMITS AND FEES - Unless the Agreement specifically provides otherwise, Client shall be responsible for obtaining and paying for all applications and permits. RC does not warrant, represent or guarantee that any permits or approvals will be issued.

PREVAILING PARTY - In the event of a dispute amongst the parties, the parties agree that the prevailing party to such a dispute shall be entitled to receive from the other party all court costs and expenses, including reasonable attorneys' fees, which the prevailing party incurred in such action.

ADDITIONAL SERVICES - Authorized extra or additional work not specifically included in the Scope of Services set forth in the foregoing proposal may be performed at the hourly rates set forth below or an agreed upon lump sum fee. CLIENT shall authorize all such extra or additional work before commencement of such extra work. Line and grade stakes shall be set one time under the provisions of this Agreement. Client shall notify RC that stakes shall be needed at least two (2) working days in advance. Additional Surveying or Engineering services will be completed by RC at the hourly rates shown herein, and will be completed only after receipt of a signed or verbal authorization.

The Ridgeline Consultants, LLC, Hourly Rates

Staff Member	Rate
Field Survey Crew	\$125.00
Professional Engineer or Land Surveyor	\$100.00
Office	\$ 50.00

PAYMENT - RC shall render invoices to the CLIENT from time to time as services are provided to CLIENT on a percentage of completion basis plus reimbursable expenses. CLIENT shall promptly review invoices and notify RC of any objection thereto; absent such objection in writing within twenty (20) days after the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices shall be due and payable when rendered. In the event any invoice is not paid within thirty (30) days after rendering of the invoice or within the time period per the Agreement, it shall commence bearing interest at the rate of 18% per annum and CLIENT agrees to pay all accrued interest, together with the charges for services rendered. The RC, at its discretion, may suspend further performance until the default is cured and shall have the right to retain all documents and materials prepared by the RC. RC shall be entitled to recover all costs, including attorneys' fees incurred in enforcing any provision of this agreement. All payments thereafter received from Client will be credited first to interest and then to principal. In the event of a disputed or contested billing, no portion of the payment due will be withheld until written notice of the dispute or contest is given to RC and thereafter only that portion so disputed or contested may be withheld from payment, and the undisputed or uncontested portion will be paid.

REIMBURSABLE EXPENSES - RC shall render invoices to CLIENT from time to time for all reimbursable items such as fees, permits, bond premiums, title company charges, special travel, delivery charges, long distance telephone calls, blueprints and reproductions and all other charges and expenses not specifically covered by this agreement. In the event reimbursable items are to be paid by RC, then such charges and expenses shall be invoiced at direct cost plus 20% for handling.

OWNERSHIP OF DOCUMENTS - All original sketches, drawings, computations, computer files, electronic media, survey notes, plans, specifications, and other documents prepared by RC are and shall remain the property of the RC, notwithstanding the filing with a government agency. So long as CLIENT is not in default under this Agreement, CLIENT shall have the right to use copies of such materials in connection with its Project, but CLIENT shall acquire no additional rights to any of such materials. These copies may be of a reproducible nature, but will not include the original tracings or signatures.

LIMITATION OF LIABILITY - RC warrants that services contemplated by this Agreement shall be rendered in accordance with good professional practices consistent with the standard of the industry where the Project is located. Except as set forth above, RC makes no representation or warranty of any kind regarding the services to be rendered and specifically disclaims any warranty of merchantability or fitness for any particular purpose or that any governmental entity having jurisdiction over the Project will approve or consent to the Project or the work performed by RC. CLIENT and persons claiming through CLIENT agree to limit the liability of the RC, its agents, and employees, for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount in the aggregate of the amount of fees paid under this agreement. CLIENT acknowledges that the RC is a limited liability company and agrees that any claim made by the CLIENT arising out of any act or omission of any director, officer or employee of the RC, in the execution or performance of this Agreement, shall be made against the RC and not against such director, officer or employee personally.

McGuire & Sons Inc.

12250 Shirley Lane
Alsip, IL 60803

312 914-8591
Fax 815 469-6968

Dec. 2, 2010

PROPOSAL

Jeff Holland
723 S. Lincoln
Hinsdale, IL 60521

REAR YARD STORM SEWER

Directional Bore and provide and install 350' of 8" HDPE poly pipe SDR11. Includes all pipe fusions and pulling head. We will install 3 24" ADS Basins with lids. We will leave 6" stubs for each lot that is marked on the plan.

TOTAL LABOR & MATERIALS \$30,000.00

FOR 6" HDPE TOTAL \$21,000.00

NO PERMIT FEES

*MAINT more on smaller pipe
say 6" a little steeper.
Agreement includes maintenance
- Needs to be recorded up County
5" all the way.*

1/3

Aurora Underground LLC
965 Edwards St.
Aurora, IL 60505

Estimate

Date 11/23/2010
Estimate # 614

Name / Address

Bruce Mantia
739 S. Lincoln St.
Hinsdale, IL

P.O. #
Terms

Due Date 11/23/2010
Other

Description	Qty	Rate	Total
1) Directional Boring - auger 16" hole	350	45.00	15,750.00
2) PVC pipe, tees, Nyoplast drains, etc.		10,970.00	10,970.00
3) Stone, dirt removal, misc. materials, etc.		3,450.00	3,450.00
4) Machine time and labor		13,112.00	13,112.00
5) Landscape restoration - topsoil and sod		2,497.00	2,497.00

*2000 less
for 8" pipe*

*\$ 2,000 less for 8" pipe per phone
conversation*

3 pages. See page 2 for Terms and Conditions and page 3 for Unit Pricing

Subtotal	\$45,779.00
Sales Tax (0.0%)	\$0.00
Total	\$45,779.00

Aurora Underground LLC

630.742.9624
Fax 630.851.7123

Aurora Underground LLC

excavating * sewer * water

965 Edwards St.

Aurora, IL 60505

630.742.9624 off

630.851.7123 fax

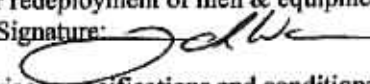
Terms & Conditions

RE: Backyard Drainage Dev. – Block 12, Getchell's Resub.

Estimate #: 614

23 November, 2010

We hereby propose to furnish labor and materials – complete in accordance with the above/previous specifications for forty-five thousand seven hundred seventy-nine dollars (\$45,770) plus any additional and/or applicable T&M/proposed services charges, to be paid net 7 upon submission of invoices, with 1 ½ % interest monthly charged on outstanding balances, plus any fees/costs including, but not limited to, attorney's fees and court costs incurred trying to collect said balance. Payment and acceptance of our work is not to be delayed because of others delaying acceptance of our work. This proposal is specific; nothing should be assumed, as nothing has been inferred. This proposal is line item specific. No additional work should be assumed to be included in the scope of any other work. Proposal does not include stone or dirt removal or grading or any type of concrete removal/work or demolition or stump removal or winter service unless clearly specified. Backfill is defined as placing of excavated material into outside overdigs, not grading, clean up, or leveling of site subgrade. If bedrock or unsuitable soil is encountered and must be removed, it will be done on a T&M basis, and will become an extra charge over and above the estimate. This proposal supersedes any and all written or verbal agreements and is per print/grading plan/site plan if applicable. This proposal was written using drawing by Ridgeline Consultants, LLC, dated 11/11/10. The men and equipment described above with standard attachments will be used in a manner that is consistent with normal operation for the work in which it is hired. Does not include any fees or permits. All applicable fees/permits to be paid for by others. All work to be completed in a workmanlike manner according to standard practices. No irregular or special circumstances or conditions of any kind have been considered as a part of, or to accomplish, work. Assumes all work will be done contiguously unless otherwise noted. Any and all utilities, landscape features, trees, etc. that interfere with execution of work must be removed prior to start of job. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. If obtaining written orders to perform extra work is delayed by more than two hours or if completion of extra work by others which prohibits Aurora Underground from completing their contracted work exceeds two hours and results in the redeployment of men or equipment, additional charges will apply(see attached T&M price list). All agreements contingent upon strikes, accident, and/or delays or pricing beyond our control. Aurora Underground has the option to revoke estimate after 30 days if not accepted. Aurora Underground has option to cancel remaining contract due to slow or non-payment, with executed work to be paid for as outlined above with additional charges for redeployment of men & equipment(see attached T&M price list) to be paid as outlined above.

Authorized Signature: 

With a complete understanding, the above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Authorized Signature:

Date:

Time & Material/Unit Pricing

Equipment(4 hr min. + mobilization [price per equip. hourly en route shop to shop])

Cat 320 Hydraulic Excavator	\$	140 per hour
Cat 315/Volvo 160 Hydraulic Excavator	\$	135 per hour
Cat 953/955 Loader	\$	135 per hour
Case 855 Loader	\$	100 per hour
Cat D3 Dozer	\$	105 per hour
Cat D5 Dozer	\$	115 per hour
Vibratory Compactor	\$	105 per hour
Cat 416/Volvo 90LB Rubber Tire Backhoe	\$	115 per hour
Skidsteer or Mini-excavator	\$	90 per hour
Frost Removal (excavator)	\$	195 per hour
Labor, Mobilization <10,000#, 2.5-5cy dump	\$	80 per hour
Six-Wheeler Dump truck	\$	85 per hour
Semi-Dump truck	\$	95 per hour
Mobilization >10,000#/Lowboy (permits not included)	\$	115 per hour

Gravel Installed(priced per ton for entire load; part. loads per ton + cartage)

CA-7 or equal	\$	22.00 per ton
CA-1 or equal	\$	21.00 per ton
CA-6 or equal	\$	20.00 per ton

Load & Haul Fill(no partial loads, any size load is considered a full load)

Load & Haul fill on site	\$	10 per loose cubic yard
Load & Haul fill off site	\$	25 per loose cubic yard
Haul in topsoil or Fill from off-site	\$	20 per loose cubic yard

SUBJECT TO CHANGE WITHOUT NOTICE.

PROPOSAL

H & R Construction, Inc.
6 Wild Plum Court
Lemont, Illinois 60439
Phone: 630-968-3581
FAX: 630-257-0073

No: 5292
Date: 12/7/10

Proposal Submitted To:		Work To Be Performed At:	
Name: Jeff Holland		Street: Lincoln St	
Street:		City: Hinsdale	
City:	State: Illinois	State: Illinois	Zip:
Zip:	Phone:		

We hereby submit specifications and estimate for:

8th & Lincoln Storm Sewer: Bore in place approx. 350 LF of 8" HDPE storm sewer. Connect to existing storm inlet. Install 3- 24" nylo plast drain basins. TOTAL \$ 42,000.00. ** If 12" HDPE pipe used add \$ 18,500.00 to price.

#23: 6" raiser, drain pipe, 12X12 yard basin. \$ 1,900.00

#739: 6" raiser, drain pipe, 12X12 yard basin \$ 1,900.00

#733: 6" raiser, drain pipe, 12X12 yard box \$ 2,300.00

#729: Raiser pipe, drain pipe, 12X12 yard inlet \$ 1,900.00

#723: Raiser pipe, drain pipe, 12X12 yard inlet \$ 1,900.00

#717: Raiser pipe, drain pipe, 12X12 yard inlet \$ 1,900.00

#736: Raiser pipe, drain pipe, 12X12 yard inlet \$ 1,900.00

#724: Install 4" PVC storm sewer. Install 16 ft. of channel grate. Remove 2ft wide blacktop drive. Re pour w/ 8" thick concrete to finished grade \$4,000.00

**All yard restoration by others. No permits. Yards drain connections to storm sewer to be trenched in w/ mini excavator. Rear yard axcess will be needed.

We propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of _____ dollars (\$ _____) with payment to be made as follows:
upon completion _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Licensed- Bonded -Insured

Authorized Signature _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

DATE _____

SIGNATURE _____

PLEASE SIGN ONE COPY AND RETURN