

**VILLAGE OF HINSDALE  
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES  
MONDAY, FEBRUARY 14, 2011**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:00 P.M., Monday February 14, 2011, 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; Robert 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 – January 10, 2011**

The EPS Committee reviewed the minutes from the January 10, 2011 meeting. Trustee Saigh motioned for approval of the January 10, 2011 minutes. Trustee Angelo seconded. The motion passed unanimously.

**To Approve the Payment of 20% of the Engineering Costs or No More Than \$8,850 to Graue Mill Homeowners Association to conduct Hydrologic and Hydraulic Investigations and Make Recommendations to Alleviate Flooding on Private Property Known as Graue Mill Country Condominiums Once the Village Has Received and Approved the Engineering Invoices.**

Chairman LaPlaca introduced this agenda item. While sympathetic to the conditions at Graue Mills, committee members noted that it has been the Village's practice to contribution to engineering and construction costs after a solution to the drainage problem is constructed. Mr. Thomas Burke, Christopher B. Burke Engineering, Ltd., and residents Peter Schroth, John Donaker and Janette Mose addressed the committee. The residents commented that DuPage County had verbally committed to financially supporting this engineering effort if both the Home Owners Association and the Village provide financial support also. The committee asked the residents to bring documentation from the County for review and consideration at the next EPS meeting.

**Annual Integrated Pest Management (IPM) Review.** Chairman LaPlaca introduced this agenda item. Mr. Dan Hopkins presented the annual IPM review. Dr. Peter Orris of the Occupational and Environmental Health Science Department at the University of Illinois gave a presentation on the toxicity of pesticides. This was followed by some

questions and comments from the committee members. Ms. Ruta Jensen provided comments to the committee also.

### **Public Services Monthly Report**

Mr. Franco updated the committee on the recent blizzard and its impact on the Village. The committee members asked questions and commented on the Village's response to the extraordinary conditions.

### **Engineering Monthly Report**

Mr. Deeter provided updates on the Veeck Park punch list and the IEPA State Revolving Fund (SRF) loan application for Garfield and Chestnut Street Improvements. Chairman LaPlaca reminded the members and the general public about the public information meeting at 7:00 PM on Thursday, February 17, 2011 concerning the Oak Street Bridge replacement process.

### **To Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 2 (Trees and Shrubs) and Amending Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 9-1-7 (Standards and Conditions Applicable to All Work) of the Village Code of Hinsdale to Preserve and Protect Trees in the Village of Hinsdale.**

Chairman LaPlaca introduced the agenda item. A general discussion took place. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

### **To approve a Resolution Adopting a Designing for Mandatory Tree Protection During Construction Policy.**

Chairman LaPlaca introduced this agenda item. A general discussion took place. The committee recognized that, as a non-home rule community, the Village policies for protection of trees on private property would be largely voluntary. The committee unanimously expressed support for the tree protection policy(s), but declined to formally adopt the policy as a resolution.

### **To Approve the Removal and Replacement of a 75 HP Pump Motor, Cleaning and Inspection of Pump Assembly to Layne Western, Inc., in the amount of \$12,010.00.**

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

**To Award the Engineering Services for the Development of Bidding Documents and Construction Observation for Phase 1 of the Woodlands Infrastructure Improvement Project to SEC Group, Inc., an HR Green Company, in the Amount Not To Exceed \$312,670.00.**

Chairman LaPlaca introduced this agenda item. Mr. Deeter and Mr. Scott Creech, HR Green Company, provided additional information. A general discussion took place. Trustee Geoga moved to approve a revised motion to: Award the Engineering Services for the Design Engineering for Phase 1 of the Woodlands Infrastructure Improvement Project to HR Green Company in the Amount not to Exceed \$181,540.00. Trustee Angelo seconded. The motion passed unanimously.

**Adjournment**

With no further issues to be brought before the Committee, Trustee Angelo moved to adjourn. Trustee Saigh seconded. Motion carried and the meeting was adjourned at 8:59 P.M.

Respectfully submitted,

Dan Deeter  
Village Engineer

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## MEMORANDUM

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**TO:** CHAIRMAN LA PLACA AND THE EPS COMMITTEE  
**FROM:** GEORGE FRANCO  
**SUBJECT: PUBLIC SERVICES MONTHLY REPORT-FEB. 2011**  
**Date:** 3/7/11

The Public Service Department dispatched snow and ice crews 16 times during February, plowing snow/ice and spreading 350 tons of rock salt, 95.5 tons of sand, and 900 gallons of liquid calcium chloride on Village roadways with another 2 tons of urea and rock salt used on village sidewalks, ramps, and stairs. The cost for chemicals used was \$26,187.00 for rock salt, \$1,655.02 for sand, \$617.45 for bagged material, and \$567.00 for liquid calcium chloride for a total monthly chemical cost of \$29,026.47. These crews have logged approximately 636 overtime hours and 838 regular hours to combat the weather conditions, which included crews removing the snow/ice from the Business District for over 40 hours during February. 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 February 28th) is as follows:

	<u>FY 2009-10</u>	<u>FY 2010-11</u>
Crews Dispatched	36	44
Regular hours	1,316	1,402
Overtime hours	1,314	1,576.5
Salt	950 tons	1,008.5 tons
Sand	672.5 tons	428.5 tons
Bagged Material	9 tons	4.95 tons





- A complete round of pot-hole patching, with crews now focusing on trouble areas throughout town. These crews have used 40.5 tons of cold patching material and 203 man hours to keep up with pot holes throughout town.
- Public Services staff has received a notice of award for an *Illinois Technical Assistance Grant for the Emerald Ash Borer* in the amount of \$20,000.00.
- Public Services staff has reviewed and commented on six tree preservation plans submitted for building/demolition permits.
- Public Services crews have been completing lighting upgrades to the Public Services building through an energy grant. These upgrades range from ballast and bulb replacement to complete fixture replacement. All upgrades increase lighting quality as well as using less energy than current fixtures.

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

**PUBLIC SERVICE MONTHLY REPORT FOR      FEB.      2011.00**

**ROADWAY**

4.00 SIGNS  
4.00 POSTS  
4.00 SIGNS REPAIRED  
40.50 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  
40.50 MAN HOURS BASIN TOP CLEANING  
0.00 MAN HOURS ALLEY GRADING  
0.00 MAN HOURS ALLEY TRIMMING  
0.00 YARD OF CONCRETE

**SNOW / ICE**

16.00 Times crews where called out for snow and ice.  
350.00 Tons of road salt used  
95.50 Tons of sand used  
2.00 Tons of salt + calcium for walks, ramps, stairs and train platforms.

**TREE MAINT**

167.00 TREES TRIMMED BY VILLAGE STAFF  
0.00 TREES REMOVED BY VILLAGE STAFF  
0.00 ELM TREES DETECTED BY STAFF      Pub.. Private  
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  
540.00 TREES TRIMMED BY CONTRACTOR( to date)  
0.00 NON ELMS REMOVED BY CONTRACTOR  
0.00 ELMS REMOVED BY CONTRACTOR

**EQUIP MAINT**

4.00 SCHEDULED MAINT  
52.00 UNSCHEDULED REPAIRS

**WATER OPERATIONS**

60698.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM  
62054.00 PUMPED IN FEBRUARY 2009  
940.00 FEET OF SEWER LINES CLEANED  
272.00 FEET OF SEWER LINE TELEVISED  
5.00 SEWER BACKUP INVESTIGATIONS  
0.00 BASINS REPAIRED  
0.00 BASINS REBUILT  
1.00 BASINS CLEAN FROM DEBRIS INSIDE  
87.00 METER READINGS  
0.00 WATER METERS REPAIRED  
6.00 WATER METERS INSTALLED  
0.00 HYDRANTS REPAIRED

7.00 HYDRANTS FLUSHED  
7.00 WATER MAINS REPAIRED  
0.00 SEWER SERVICE LOCATED  
107.00 J U L I E LOCATE REQUEST  
2.00 WATER CONNECT OR DISCONNECT INSPECTIONS  
20.00 VALVES EXERCISED  
1.00 VALVES REPAIRED  
1.00 WATER METERS REMOVED  
0.00 SEWER CONNECT INSPECTIONS  
0.00 FOUNTAINS SERVICED

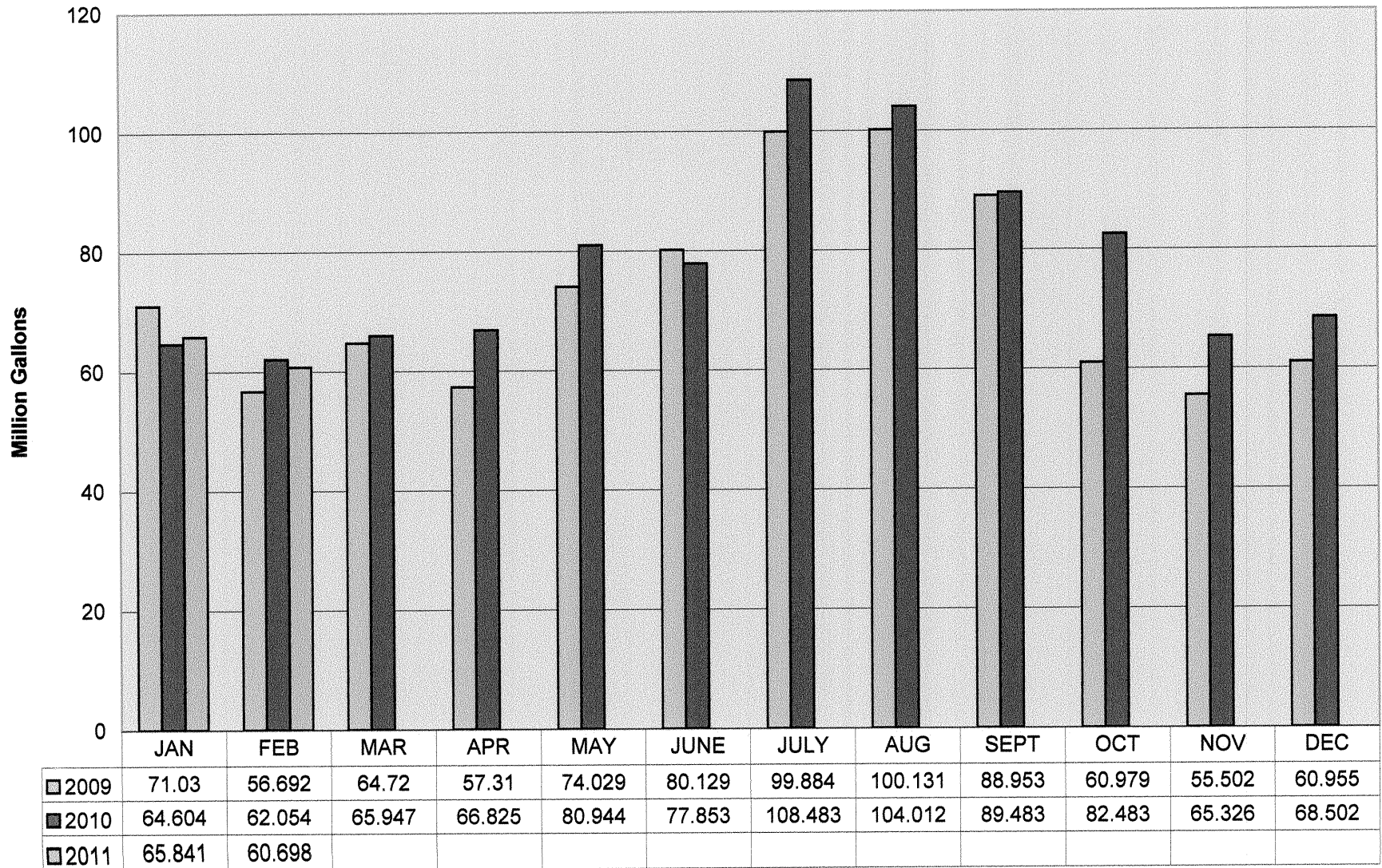
#### **PARKS MAINTENANCE**

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick-up, cleaning of the restrooms, and clean up of the Burns Field warming house. With the he Burns Field ice rink closed for the season, the ice rink tarp will be removed as weather permits. Crews are in the process of completeing preventative maintenance on all small engine equipment to ensure proper operation for the upcoming season. Public Services staff has completed playground inspections and made repairs as necessary.

#### **BUILDING MAINTENANCE**

Building maintenance crews have been monitoring and servicing heating systems in Village owned buildings, making repairs as needed. Crews have completed service calls for the Brush Hill Station ticket sales office, KLM Lodge air handler motor, the Community Pool fire system, Fire Department heaters, KLM lavatory, and the Brush Hill Station exterior lighting. Crews also removed snow from various buildings stairwells, rooftops, and gutters.

## MONTHLY PUMPAGE



**VILLAGE OF HINSDALE - IL 0434520**

**MONTHLY REPORT**

**Month: February, 2011**

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL <sub>2</sub> Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H <sub>2</sub> O Temp Average		
1	2254	0.88	0.02	1.10	37	24	0.00
2	1960	0.87	0.02	1.07	37	26	0.00
3	2196	0.90	0.02	1.12	37	12	0.00
4	2327	0.87	0.02	1.12	37	20	0.00
5	2251	0.89	0.02	1.10	37	33	0.00
6	2126				37		0.00
7	2239	0.87	0.02	1.09	37	32	0.00
8	2279	0.89	0.03	1.10	37	34	0.00
9	2282	0.88	0.02	1.12	36	8	0.00
10	2393	0.90	0.02	1.15	36	4	0.00
11	2264	0.88	0.02	1.09	36	20	0.00
12	2184	0.89	0.02	1.10	36	39	0.00
13	2100				36		0.00
14	2205	0.88	0.02	1.09	37	44	0.00
15	2213	0.90	0.02	1.12	37	44	0.00
16	2129	0.89	0.02	1.08	37	45	0.00
17	2203	0.87	0.02	1.07	38	55	0.00
18	2162	0.89	0.02	1.09	38	40	0.00
19	2008	0.86	0.02	1.10	38	40	0.00
20	2053				38		0.00
21	2050	0.89	0.02	1.10	38	30	0.00
22	2186	0.92	0.02	1.09	38	32	0.00
23	2141	0.90	0.02	1.07	37	37	0.00
24	2159	0.88	0.02	1.11	37	32	0.00
25	2094	0.91	0.02	1.10	38	30	0.00
26	2015	0.89	0.02	1.08	38	32	0.00
27	2091				38		0.00
28	2134	0.90	0.02	1.09	38	30	0.00
<b>Sum:</b>	<b>60698</b>						<b>0.00</b>
<b>Avg:</b>	<b>2168</b>	<b>0.89</b>	<b>0.02</b>	<b>1.10</b>	<b>37</b>	<b>31</b>	<b>0.00</b>
<b>Max:</b>	<b>2393</b>	<b>0.92</b>	<b>0.03</b>	<b>1.15</b>	<b>38</b>	<b>55</b>	<b>0.00</b>
<b>Min:</b>	<b>1960</b>	<b>0.86</b>	<b>0.02</b>	<b>1.07</b>	<b>36</b>	<b>4</b>	<b>0.00</b>

Reported By: Mark Delkouski

# VILLAGE OF HINSDALE, PLANT REPORT

Month: February, 2011

Day	Flow			— CL <sub>2</sub> Residual —		Turbidity Average (NTU)	Fluoride Average (ppm)	H <sub>2</sub> O Temp Average (F)	Air Temp Average (F)	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)	Lab (ppm)					
1	0	2254	2254	0.87	0.88	0.02	1.10	37	24	0.00
2	0	1960	1960	0.90	0.87	0.02	1.07	37	26	0.00
3	1	2195	2196	0.88	0.90	0.02	1.12	37	12	0.00
4	0	2327	2327	0.87	0.87	0.02	1.12	37	20	0.00
5	1	2250	2251	0.88	0.89	0.02	1.10	37	33	0.00
6	0	2126	2126	0.82				37		0.00
7	1	2238	2239	0.84	0.87	0.02	1.09	37	32	0.00
8	0	2279	2279	0.80	0.89	0.03	1.10	37	34	0.00
9	0	2282	2282	0.82	0.88	0.02	1.12	36	8	0.00
10	0	2393	2393	0.88	0.90	0.02	1.15	36	4	0.00
11	0	2264	2264	0.90	0.88	0.02	1.09	36	20	0.00
12	0	2184	2184	0.89	0.89	0.02	1.10	36	39	0.00
13	0	2100	2100	0.91				36		0.00
14	0	2205	2205	0.91	0.88	0.02	1.09	37	44	0.00
15	0	2213	2213	0.89	0.90	0.02	1.12	37	44	0.00
16	0	2129	2129	0.94	0.89	0.02	1.08	37	45	0.00
17	0	2203	2203	0.94	0.87	0.02	1.07	38	55	0.00
18	0	2162	2162	0.89	0.89	0.02	1.09	38	40	0.00
19	0	2008	2008	0.87	0.86	0.02	1.10	38	40	0.00
20	0	2053	2053	0.91				38		0.00
21	0	2050	2050	0.93	0.89	0.02	1.10	38	30	0.00
22	0	2186	2186	0.92	0.92	0.02	1.09	38	32	0.00
23	1	2140	2141	0.86	0.90	0.02	1.07	37	37	0.00
24	0	2159	2159	0.91	0.88	0.02	1.11	37	32	0.00
25	0	2094	2094	0.87	0.91	0.02	1.10	38	30	0.00
26	0	2015	2015	0.83	0.89	0.02	1.08	38	32	0.00
27	0	2091	2091	0.87				38		0.00
28	0	2134	2134	0.89	0.90	0.02	1.09	38	30	0.00
<b>Sum:</b>	<b>4</b>	<b>60694</b>	<b>60698</b>							<b>0.00</b>
<b>Avg:</b>	<b>0</b>	<b>2168</b>	<b>2168</b>	<b>0.88</b>	<b>0.89</b>	<b>0.02</b>	<b>1.10</b>	<b>37</b>	<b>31</b>	<b>0.00</b>
<b>Max:</b>	<b>1</b>	<b>2393</b>	<b>2393</b>	<b>0.94</b>	<b>0.92</b>	<b>0.03</b>	<b>1.15</b>	<b>38</b>	<b>55</b>	<b>0.00</b>
<b>Min:</b>	<b>0</b>	<b>1960</b>	<b>1960</b>	<b>0.80</b>	<b>0.86</b>	<b>0.02</b>	<b>1.07</b>	<b>36</b>	<b>4</b>	<b>0.00</b>

# VILLAGE OF HINSDALE, PLANT REPORT

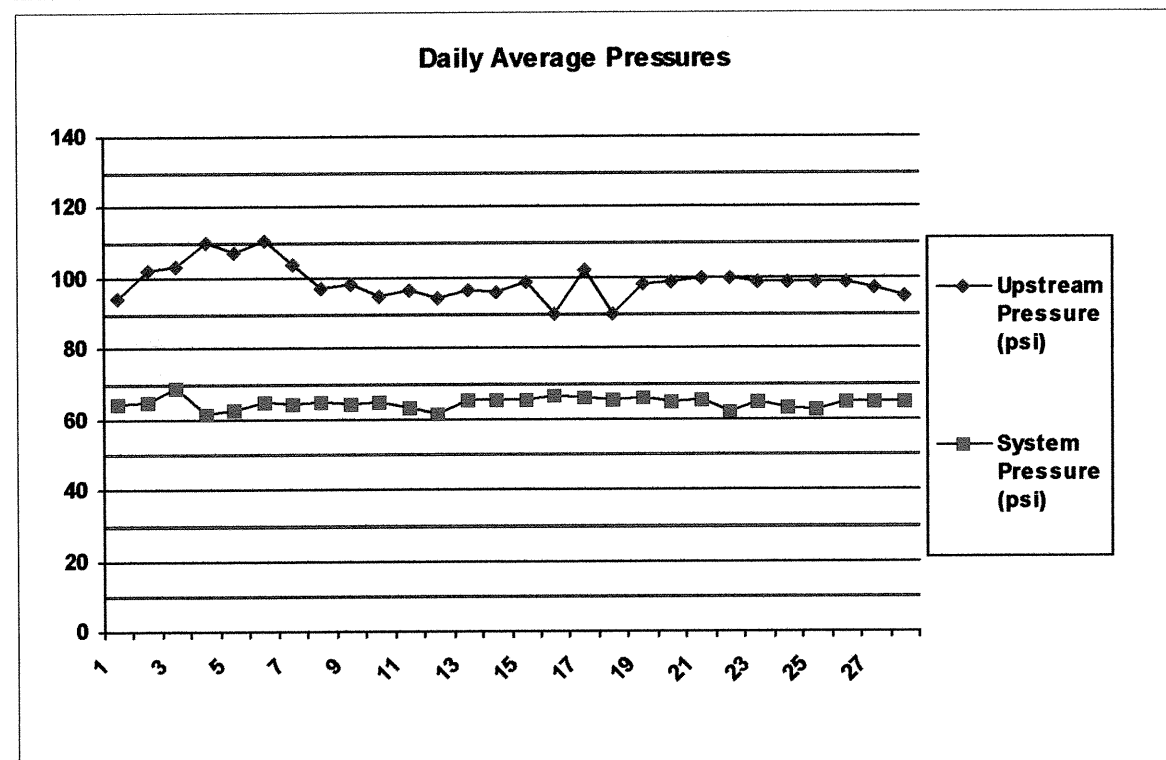
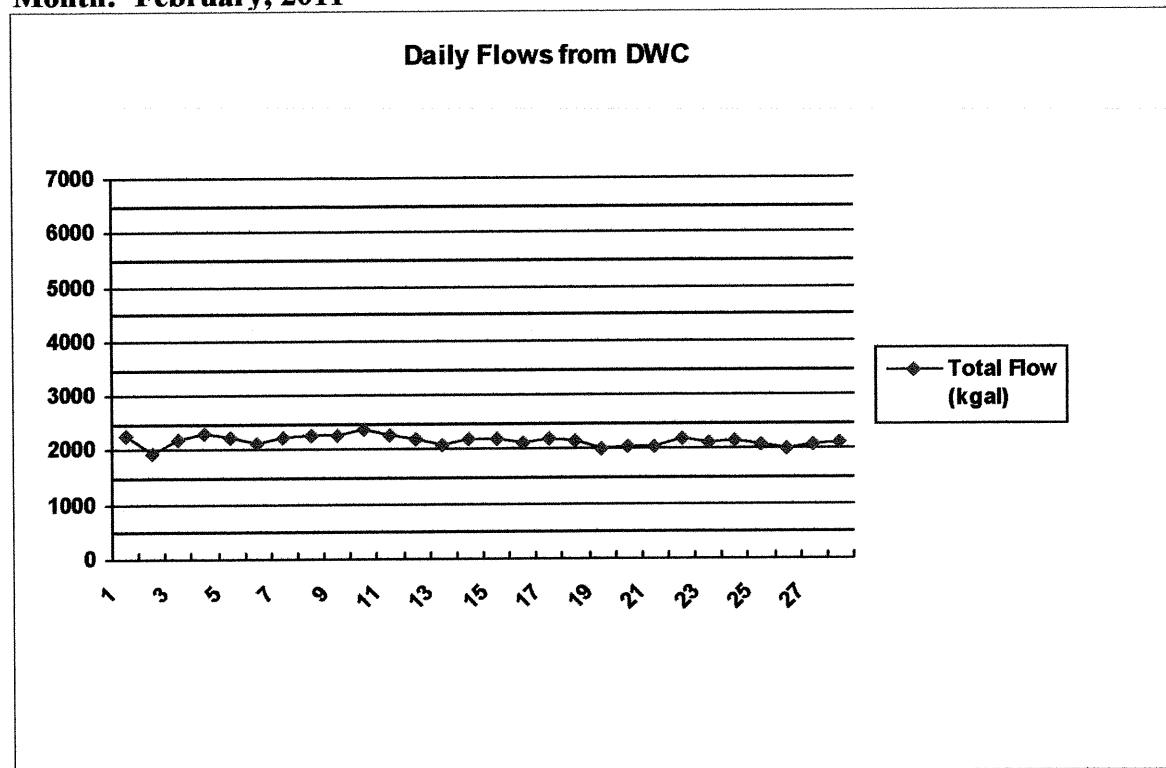
Month: February, 2011

Day	Flow	Tank Levels			Pressures		Pump Run Times		
	Total (kgal)	Standpipe (ft)	Clearwell (ft)	GSR (ft)	Upstream (psi)	System (psi)	HSP1 (hr)	HSP2 (hr)	HSP3 (hr)
1	2254	90.6	9.4	16.3	105.2	64.1	0.0	0.0	4.9
2	1960	90.4	9.7	16.6	100.8	63.5	0.0	0.0	6.0
3	2196	89.9	9.2	16.2	102.6	63.7	0.0	0.0	7.8
4	2327	91.2	8.7	15.6	107.5	64.1	0.0	0.0	4.8
5	2251	90.3	9.4	16.3	106.1	63.8	0.0	0.0	5.4
6	2126	90.6	9.6	16.6	102.8	63.9	0.0	0.0	4.9
7	2239	90.0	9.5	16.5	104.7	63.6	0.0	0.0	5.1
8	2279	90.6	9.5	16.5	103.7	64.0	0.0	0.0	4.5
9	2282	90.4	9.5	16.4	99.2	63.8	0.0	0.0	5.5
10	2393	89.5	9.4	16.3	92.5	63.6	0.0	0.0	4.7
11	2264	90.9	9.4	16.3	93.2	64.0	0.0	0.0	5.4
12	2184	91.4	9.6	16.6	93.5	64.1	0.0	0.0	4.9
13	2100	90.1	9.5	16.5	93.5	63.7	0.0	0.0	5.2
14	2205	90.4	9.4	16.4	94.1	63.8	0.0	0.0	5.1
15	2213	90.5	9.5	16.5	94.0	63.7	0.0	0.0	4.9
16	2129	90.7	9.5	16.5	94.6	63.8	0.0	0.0	5.1
17	2203	90.8	9.4	16.4	93.1	63.8	0.0	0.0	5.5
18	2162	91.0	9.5	16.5	94.0	64.0	0.0	0.0	4.9
19	2008	90.8	9.5	16.5	94.2	63.8	0.0	0.0	5.7
20	2053	90.5	9.7	16.6	93.7	63.6	0.0	0.0	5.0
21	2050	90.5	9.6	16.5	93.6	63.7	0.0	0.0	5.5
22	2186	90.5	9.4	16.4	94.1	63.6	0.0	0.0	5.0
23	2141	90.7	9.4	16.3	95.8	63.8	0.0	0.0	5.1
24	2159	90.9	9.4	16.3	93.6	63.9	0.0	0.0	4.6
25	2094	91.4	9.5	16.5	93.7	64.0	0.0	0.0	5.0
26	2015	90.9	9.5	16.4	93.6	63.8	0.0	0.0	5.6
27	2091	90.6	9.5	16.5	93.8	63.7	0.0	0.0	4.7
28	2134	90.6	9.5	16.5	94.9	63.7	0.0	0.0	5.1
<b>Sum:</b>	<b>60698</b>						<b>0.0</b>	<b>0.0</b>	<b>145.9</b>
<b>Avg:</b>	<b>2168</b>	<b>90.6</b>	<b>9.5</b>	<b>16.4</b>	<b>97.0</b>	<b>63.8</b>	<b>0.0</b>	<b>0.0</b>	<b>5.2</b>
<b>Max:</b>	<b>2393</b>	<b>91.4</b>	<b>9.7</b>	<b>16.6</b>	<b>107.5</b>	<b>64.1</b>	<b>0.0</b>	<b>0.0</b>	<b>7.8</b>
<b>Min:</b>	<b>1960</b>	<b>89.5</b>	<b>8.7</b>	<b>15.6</b>	<b>92.5</b>	<b>63.5</b>	<b>0.0</b>	<b>0.0</b>	<b>4.5</b>



## VILLAGE OF HINSDALE, SYSTEM TRENDS

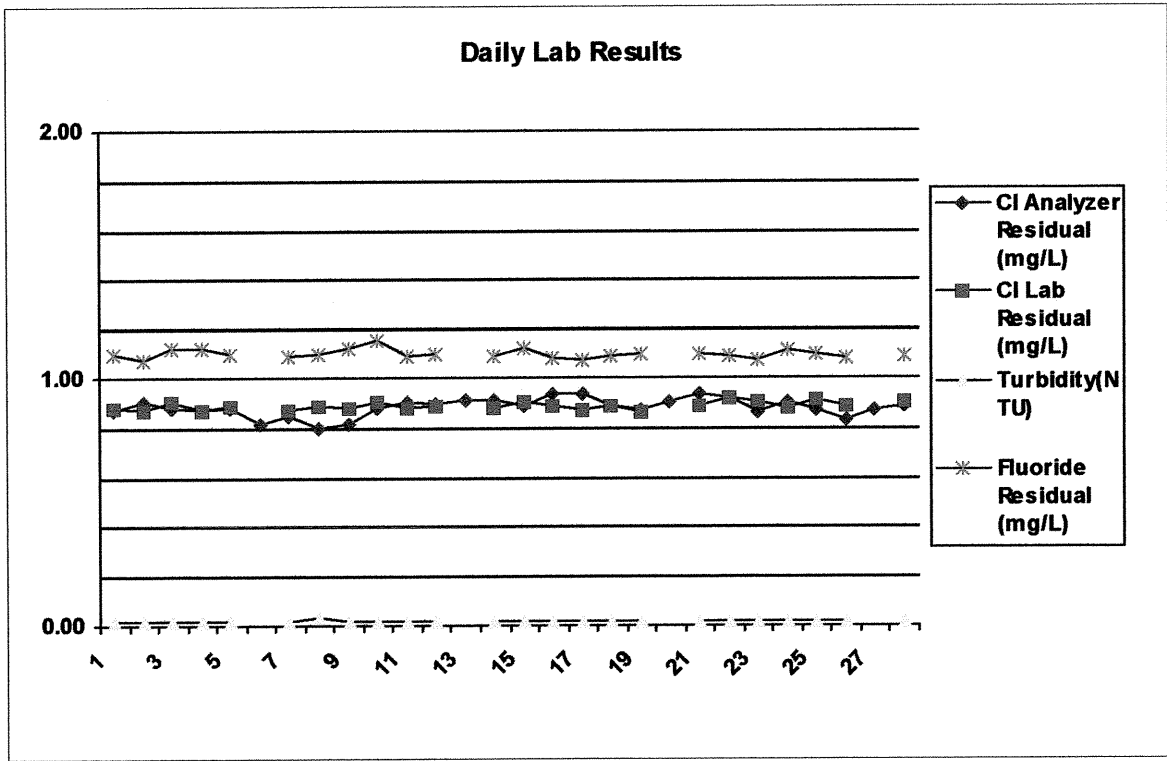
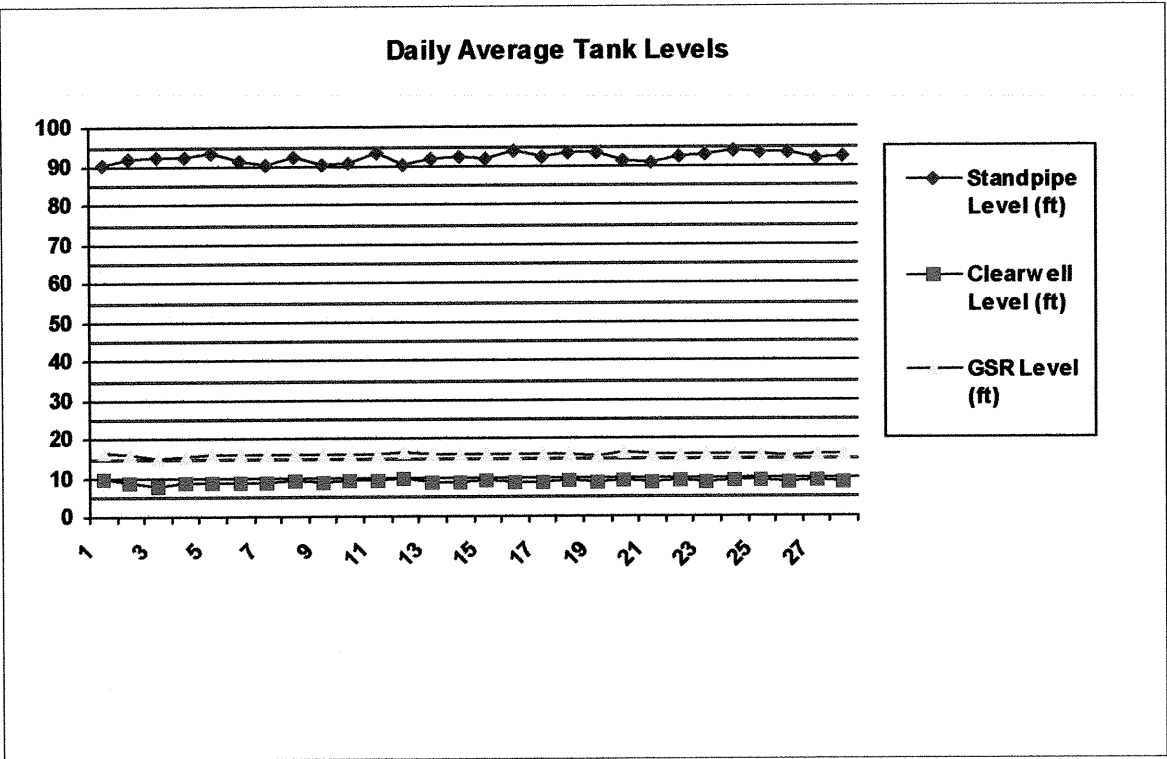
Month: February, 2011



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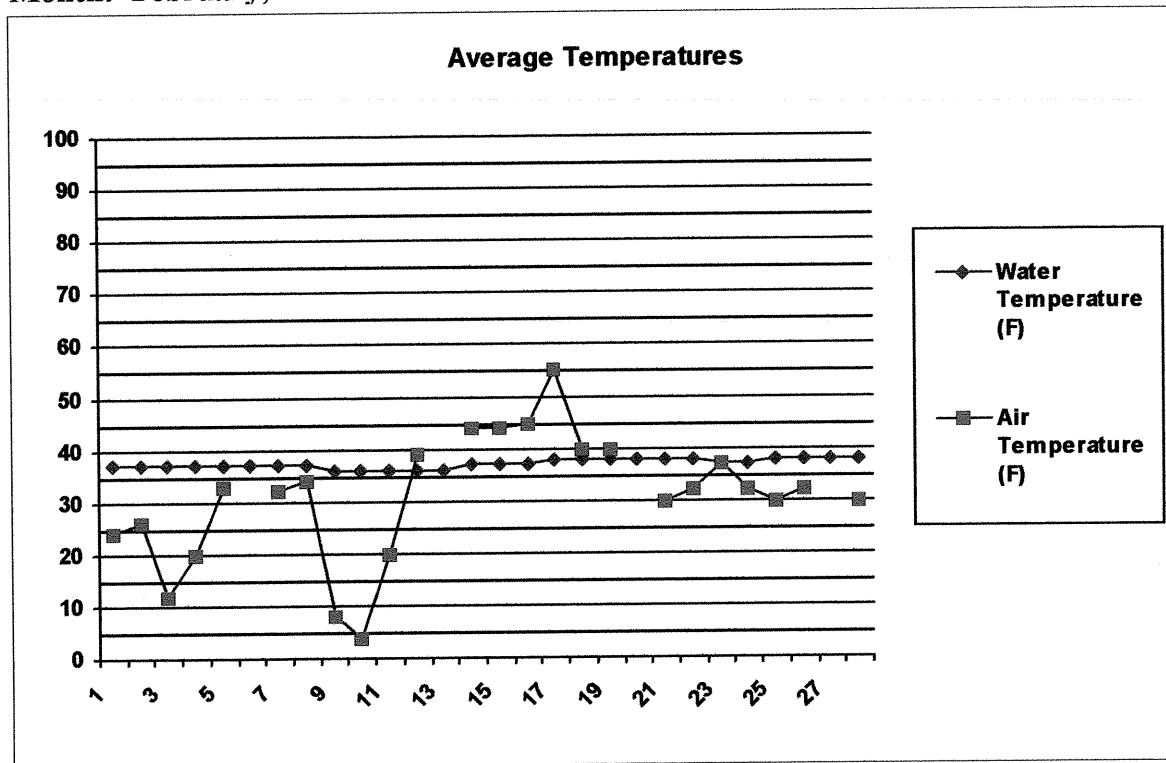
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: February, 2011



## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: February, 2011



# High Service and Well Pump Maintenance

February 2011

## **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, and special well samples.

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

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

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

## MONTHLY REPORT FOR February 2011

# of Bacteria samples	<u>24</u>
# of field chlorine	<u>23</u>
# of field turbidities	<u>23</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>25</u>
# of Special well samples	<u>60</u>
# of Pumps serviced	<u>8</u>

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## MEMORANDUM

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TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE  
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES  
SUBJECT: EMERALD ASH BORER CONFIRMED IN THE VILLAGE  
DATE: MARCH 9, 2011

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Last month Public Services staff detected symptoms in several ash trees that suggested the presence of *Emerald Ash Borer (EAB)*. Staff took branch samples of the trees and found signs of the borer. Per procedure, the Illinois Department of Agriculture's Bureau of Environmental Program was contacted. As the attached letter states, on February 18<sup>th</sup>, staff received confirmation that the trees were infested with EAB.

The Village has an estimated 19,500 trees on public property. This includes parkways, parks, street islands, alleys, and public easements. Of this total tree population there is approximately 1,900 trees in the ash group (green, white, and European ash) that are susceptible hosts to EAB, roughly 10% of the population. There are as many or more ash trees on private property. Few if any areas in the Village do not have ash trees in the parkways or lawns. Therefore the impact of tree loss caused by EAB will be felt by all residents.

There will be many more details in the coming months on the management of EAB. In the meantime there is valuable information about this destructive pest available at the Municipal Building or at [www.emeraldashborer.info](http://www.emeraldashborer.info) and [www.illinoiseab.com](http://www.illinoiseab.com)



•Pat Quinn, Governor •Thomas E. Jennings, Director

**Bureau of Environmental Programs – Dekalb Field Office** 2280 Bethany Rd., DeKalb, IL 60115  
815/787-5476 (Voice/TDD) Fax: 815/787-5488 Pesticide Misuse Hotline: 800/641-3934 (Voice/TDD)

## MEMORANDUM

**TO:** Village of Hinsdale, John Finnell  
**FROM:** Mark Cinnamon, Scott Schirmer; Illinois Department of Agriculture  
**DATE:** February 22, 2011  
**SUBJECT:** Emerald Ash Borer (EAB) Confirmed in Your Community

This memo serves as official notice that on February 18, 2011 the presence of EAB was confirmed by the Illinois Department of Agriculture (IDA) and documented within your community. Emerald Ash Borer was verified during our statewide EAB trap survey or through outreach activities performed by IDA EAB staff. We will soon list your community by name on our list of confirmed communities. The IDA will also recognize your community with one red star on our statewide EAB map using the location coordinates and the date of the field confirmation. We can work with you to help explain and outreach this news to staff or citizens.

The extent and the severity of any EAB infestation are very difficult to quantify. A confirmed presence of EAB anywhere in town indicates a larger, more widespread EAB population is likely nearby. Due to our experience of observed patterns of local and regional spread, and the biology of this insect, the entire ash population within your community is at risk or is likely already infested with EAB. Newly affected trees may show few, if any symptoms and may appear healthy and green for up to a few years. Officials and residents should plan accordingly by assuming their ash trees are now infested.

All or parts of 23 northeast Illinois counties are quarantined by the Illinois Department of Agriculture at this time. Please go to the following link to find the most recent amended IDA EAB Quarantine:  
**<http://www.agr.state.il.us/eab/index.php>**

The Illinois EAB program is counting on municipal compliance of all regulations within the Illinois EAB Quarantine and the prudent management or destruction of EAB infested ash wood. Please become familiar with the quarantine map and the Illinois EAB Compliance Agreement which lists existing rules and regulations concerning ash and the EAB in Illinois. That agreement was revised with new regulations effective November 23, 2009. The compliance agreement lists the enforceable EAB rules of the state and our department regardless of the signing an EAB Compliance Agreement and can be found on our website at **<http://www.illinoiseab.com>**.

Aggressively destroying declining ash trees, or in some cases aggressive insecticidal treatments, may slow the rate of tree mortality locally and remains the best practice. Treatment with systemic insecticides on individual trees which are not yet severely infested is an option for individual landowners and village managers to consider on a tree-by-tree basis to try to protect a single tree. Such treatment has a risk of failure if trees are already infested and is not guaranteed to be ultimately successful on any specific tree. Educating residents to the fact that this pest is confirmed in your area, that all ash trees are at risk and will become infested, and that quarantine rules exist is all very important.

For general EAB questions please call the IDA DeKalb office at 815-787-5476.

For community outreach, educational help, and informational packets please contact: IDA EAB Outreach and Education Coordinator Juliann Heminghous at 217- 785 -5575 or [juliann.heminghous@illinois.gov](mailto:juliann.heminghous@illinois.gov)

## MEMORANDUM

**TO:** Chairman LaPlaca and EPS Committee  
**FROM:** Engineering Department  
**DATE:** March 14, 2011  
**RE:** Engineering Monthly Report

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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, 61 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**

Correspondence has been exchanged between John Burns Construction Company (JBCC) and the Village Attorney concerning completion of the final punch list. The Village has asked for a meeting with John Burns in mid-March to try to resolve the parties' differences. Staff has requested bids from contractors to haul off and/or complete the landscaping of the excavation stockpile berm and small soccer field to obtain up-to-date construction estimates for comparison.

### **Garfield Road Program**

The IEPA is reviewing the revolving loan applications for the sanitary sewer lining on the Garfield Project. Comments have been received on the financial information during the week of March 7, 2011. We are awaiting comments from the IEPA construction unit concerning bid documentation. The updated loan application paperwork was submitted on January 28, 2011.

### **Oak Street Bridge Replacement Engineering Phase 1/Environmental Assessment**

February 2011 activities:

- Field Survey completed
- Public Information Meeting conducted 02/17/11
- Project website ([www.oakstreetbridge.com](http://www.oakstreetbridge.com)) operational 02/18/11
- IDOT District 1 approves Environmental Survey Request Form  
Forwards Request Form to IDOT Springfield 02/17/11

March 2011 activities:

- Develop project base sheets from field survey data
- Perform traffic counts
- Coordinate and schedule bridge inspection with BNSF RR
- Conduct first Community Working Group Meeting 03/21/11



### **2011 Resurfacing Project**

HR Green will provide the Village with 60% engineering plans for Village review and comment in mid-March.

### **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 the loan application on 01/10/11. No public comments were received by the Village during the public hearing and during the subsequent 10-day public comment period. The Village has received an IEPA water main permit and anticipates the IEPA sanitary sewer permit in late-March 2011.

### **50/50 Sidewalk Program**

Initial MFT documentation for the 50/50 program has been submitted to IDOT late February 2011. Resident notification cards will be sent out in late March with responses due in mid-April.

### **Woodlands Green Infrastructure Improvements**

HR Green was awarded the design services for Phase 1 of the Woodlands Green Initiative on 2/15/11. Actions in February/March 2011:

- Update and signing of the Phase 1 Engineering Contract (Design only)
- Begin Field Survey
- Begin Soil Borings
- Begin Sanitary Sewer Filming

### **State and Federal Funding Opportunities**

A summary of the Grant Funds Awarded to or Applied for by the Village of Hinsdale is attached.

Cc: President and Board of Trustees  
Dave Cook

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

<b>Source</b>	<b>Program</b>	<b>Purpose</b>	<b>Funds Available</b>	<b>Amount</b>
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><u>\$18,741,540</u></u>

**Village of Hinsdale  
Grant Funds Applied For**

<b>Source</b>	<b>Program</b>	<b>Purpose</b>	<b>Status</b>	<b>Amount</b>
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	OSLAD	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><u>\$11,981,135</u></u>

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

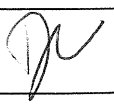
Monthly Data  
Veeck Park Wet Weather Facility  
Hinsdale, IL

3/3/2011

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches)
02/01/11	0.02		2.74	
02/02/11	0.00		3.02	
02/03/11	0.00		3.29	
02/04/11	0.01		2.69	
02/05/11	0.00		2.89	
02/06/11	0.00		3.10	
02/07/11	0.02		3.30	
02/08/11	0.00		3.40	
02/09/11	0.00		3.49	
02/10/11	0.00		3.54	
02/11/11	0.03		3.59	
02/12/11	0.05		3.36	
02/13/11	0.03		3.67	
02/14/11	0.05		2.51	
02/15/11	0.00		2.08	
02/16/11	0.04		2.01	
02/17/11	8.26	0.26	26.00	Snow melt
02/18/11	5.19		23.17	
02/19/11	0.11		2.83	
02/20/11	8.45	0.45	26.00	+32 deg. & rain
02/21/11	8.27	0.27	26.00	
02/22/11	0.00		2.50	
02/23/11	0.07		3.41	
02/24/11	0.05		2.06	
02/25/11	0.04		3.30	
02/26/11	0.04		2.97	
02/27/11	0.04		3.49	
02/28/11	5.22		23.20	

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

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> Village Board Consent Agenda Item		<b>DEPARTMENT</b> Community Development		
<b>ITEM</b> Intergovernmental Agreement for the Graue Mill County Condominiums Flood Investigation Study.		<b>APPROVAL</b> Daniel M. Deeter Village Engineer		
<p>The Graue Mill Country Condominium area has experienced major flooding from Salt Creek in August 1987, November 2007, and July 2010. These floods have cause extensive damage to homes and property. The DuPage County Department of Economic Development and Planning has proposed the attached Intergovernmental Agreement with the Village of Hinsdale and the Graue Mill Homeowners Association to engage the services of Christopher B. Burke Engineering Ltd. (CBBEL) to conduct a flood investigation study and provide recommendations to correct the flooding problems. The total project is estimated to cost \$41,860.00. The County would be responsible for 75% (\$31,395.00), the Village of Hinsdale for 20% (\$8,372.00) and the Graue Mill Homeowners Association for 5% (2,093.00).</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% and the Village is responsible for 20%.</p> <p><b>Motion: To Approve the Intergovernmental Agreement between Village of Hinsdale, Graue Mill Homeowners Association, and the County of DuPage for the Graue Mill County Condominiums Flood Investigation Study, Subject to Village Attorney Review.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

## RESOLUTION

SMp-xxx-11

### AGREEMENT BETWEEN VILLAGE OF HINSDALE, GRAUE MILL HOMEOWNERS ASSOCIATION, AND THE COUNTY OF DUPAGE FOR THE GRAUE MILL COUNTRY CONDOMINIUMS FLOOD INVESTIGATION STUDY

WHEREAS, the Village of Hinsdale (“VILLAGE”), and the County of DuPage (“COUNTY”) are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the Graue Mill Homeowners Association (“ASSOCIATION”) is an Illinois not-for-profit corporation organized under the laws of the State of Illinois; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062 and 5/5-15001, et seq.); and

WHEREAS, the COUNTY the VILLAGE and ASSOCIATION, (collectively the “Parties”), have determined that a flood investigation study will benefit local residents by identifying flood control solutions within the Graue Mill area of the Salt Creek Watershed; and

WHEREAS, the VILLAGE and the ASSOCIATION has requested COUNTY participation in cost sharing the PROJECT with a County contribution in an amount not to exceed thirty one thousand three hundred ninety five dollars (\$31,395.00); and

WHEREAS, the COUNTY shall engage the services of a qualified professional engineering firm (“CONSULTANT”) to undertake the PROJECT; and

WHEREAS, the COUNTY contribute the above-stated amount towards the expense of the flood investigation study the funding breakdown set forth in the attached AGREEMENT; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage, the VILLAGE of HINSDALE and the GRAUE MILL HOMEOWNERS ASSOCIATION is hereby accepted and approved the cost share breakdown in an amount not to exceed thirty one thousand three hundred ninety five dollars (\$31,395.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Village of Hinsdale, 19 E. Chicago Avenue, Hinsdale, IL 60521; Graue Mill Homeowners Association 1203 Old Mill Road, Hinsdale, IL. 60521; and Assistant State's Attorney Anthony Hayman.

Enacted and approved this \_\_ day of April 2011 at Wheaton, Illinois.

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Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST: \_\_\_\_\_  
Gary A. King, County Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN VILLAGE OF HINSDALE, GRAUE  
MILL HOMEOWNERS ASSOCIATION, AND THE COUNTY OF DUPAGE FOR THE  
GRAUE MILL COUNTY CONDOMINIUMS FLOOD INVESTIGATION STUDY

THIS AGREEMENT is entered into this \_\_\_\_ day of April, 2011 between the Village of Hinsdale ("VILLAGE"), a body corporate and politic, with offices at 19 E. Chicago Avenue, Hinsdale, IL 60521, the Graue Mill Homeowners Association ("ASSOCIATION"), with offices at 1203 Old Mill Road, Hinsdale, IL. 60521, and the County of DuPage, Illinois (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

**RECITALS**

WHEREAS, the Village of Hinsdale ("VILLAGE"), and the County of DuPage ("COUNTY") are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the Graue Mill Homeowners Association ("ASSOCIATION") is an Illinois not-for-profit corporation organized under the laws of the State of Illinois; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062 and 5/5-15001, et seq.); and

WHEREAS, the COUNTY the VILLAGE and ASSOCIATION, (collectively the "Parties"), have determined that a flood investigation study will benefit local residents by identifying flood control solutions within the Graue Mill area of the Salt Creek Watershed; and

WHEREAS, the VILLAGE and the ASSOCIATION has requested COUNTY participation in cost sharing the PROJECT with a County contribution in an amount not to exceed thirty one thousand three hundred ninety five dollars (\$31,395.00); and

WHEREAS, the COUNTY shall engage the services of a qualified professional engineering firm ("CONSULTANT") to undertake the PROJECT; and

WHEREAS, the COUNTY contribute the above-stated amount towards the expense of the flood investigation study the funding breakdown set forth as follows; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction herof.

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The Graue Mill County Condominiums Flood Investigation Study (hereinafter referred to as "PROJECT") consists of a flood investigation study to implement permittable flood protection alternatives for the impacted residential properties of Graue Mill Country Condominiums. The condominium property is located east of York Road, west of Salt Creek and north of Ogden Avenue in Hinsdale, IL. Twenty five of the forty seven acres within the Graue Mill site are in the floodplain, and multiple properties were built before FEMA issued the floodplain and floodway designations.

The main source of flooding in the Graue Mill area (which area is depicted, generally, in the map attached hereto as Exhibit A) is due to Salt Creek overtopping its banks during severe storm events. During the 2010 storm event, Salt Creek overtopped and inundated the detention ponds on the southern end of the property. The overflowing detention ponds in return flooded the Graue Mill site forcing residents to evacuate by local fire department boats, creating impassable streets, numerous car damages and the inundation of garages.

- 2.2 The PROJECT shall be developed by the CONSULTANT essentially in accord with tasks one through seven outlined in the Scope of Work as defined by Christopher B. Burke Engineering, Ltd. professional services proposal to conduct a flood investigation study (which Scope of Work is attached hereto as Exhibit B).



### **3.0 FUNDING.**

- 3.1 The total PROJECT cost is estimated to be forty-one thousand eight hundred sixty and 00/100 dollars (\$41,860.00). The Parties' individual cost shares shall be in the following amounts, unless the Parties' otherwise agree to a reapportionment of costs in writing as provided in paragraph 3.2 below:

COUNTY OF DUPAGE	75.0%	\$31,395.00
VILLAGE OF HINSDALE	20.0%	\$ 8,372.00
GRAUE MILL HOME OWNERS ASSOCIATION	5.0%	\$ 2,093.00
Total		\$ 41,860.00

- 3.2 The COUNTY shall directly pay the CONSULTANT for the costs of the PROJECT and, thereafter, invoice the VILLAGE and ASSOCIATION for reimbursement, in amounts equal to each Party's respective proportional reimbursement specified in Paragraph 3.1, above. The COUNTY'S contribution, though, shall be limited to an amount not to exceed thirty one thousand three hundred ninety five dollars (\$31,395.00). The dollars amounts for the VILLAGE and ASSOCIATION reflect their respective contribution in the event the PROJECT costs equal the anticipated forty-one thousand eight hundred sixty and 00/100 dollars (\$41,860.00) and such amounts shall not be construed as a limit on each Party's contribution amount.

### **4.0 VILLAGE'S AND ASSOCIATION'S RESPONSIBILITIES.**

- 4.1 The VILLAGE and ASSOCIATION shall each proportionately reimburse the COUNTY for the CONSULTANT undertaking the flood investigation study. The COUNTY shall periodically, but not more frequently than monthly, invoice each Party. Each Party shall reimburse the COUNTY within thirty (30) days of receipt of the COUNTY'S bill, but no Party shall be required to pay such reimbursement more often than monthly.
- 4.2 The VILLAGE and ASSOCIATION shall be responsible for equally bearing any cost overruns or expenses in excess of the total PROJECT costs listed in Paragraph 3.1, regardless of the cause, unless the Parties agree to a differing apportion of such extra costs before they are incurred. The VILLAGE and ASSOCIATION expressly agree that the COUNTY'S cost share contribution for the PROJECT is limited to an amount not to exceed thirty one thousand three hundred ninety five dollars (\$31,395.00). The specific dollars amounts depicted in

Paragraph 3.1 shall not be construed as limits on the VILLAGE'S and, or, ASSOCIATION'S contribution amount(s).

- 4.3 The VILLAGE and ASSOCIATION shall allow the COUNTY and the CONSULTANT unrestricted access to the each Party's respective property during the flood investigation study for any purpose related to such study. The authority to access property shall extend to the CONSULTANT'S sub-contractors.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY shall engage Christopher B. Burke Engineering, Ltd. as the CONSULTANT to conduct the flood investigation study described herein as the PROJECT. The COUNTY'S contract with the CONSULTANT shall define the scope of work for the PROJECT exactly as set forth in Exhibit B. The COUNTY shall notify and consult with the VILLAGE and ASSOCIATION before issuing any change orders that affect the scope of work for the PROJECT but which does not affect the compensation paid to the CONSULTANT. Any such authorized change order shall not be deemed an amendment to this AGREEMENT for the purpose of requiring the Parties' mutual consent in accordance with Paragraph 7.1, below, and upon adoption by the COUNTY, such change order shall be deemed to become a part of Exhibit B.
- 5.2 Upon receipt of the CONSULTANT'S properly documents invoices, the COUNTY shall directly pay the CONSULTANT for services satisfactorily rendered. The COUNTY shall, thereafter, invoice the VILLAGE and ASSOCIATION for reimbursement in the respective proportions agreed to by each Party.
- 5.3 The COUNTY shall direct the CONSULTANT to provide the VILLAGE and ASSOCIATION with the completed flood investigation study, and such preliminary drafts as the Parties agree upon. When necessary, the COUNTY shall notify and coordinate with the other Parties regarding all scheduled PROJECT meetings between the COUNTY and the CONSULTANT for the purpose of allowing the VILLAGE and, or, ASSOCIATION to attend or otherwise participate.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The COUNTY and VILLAGE shall each comply with all local, State and Federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

## **7.0 MISCELLANEOUS.**

- 7.1 The parties may modify or amend terms of this AGREEMENT only by a written document dully approved and executed by the other Parties.
- 7.2 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the final draft, including all identified deliverables, are tendered by the CONSULTANT to the Parties.
- 7.3 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties. There are no other covenants, warranties, representations, promises, conditions or understanding; either oral or written, other than those contained herein.
- 7.4 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 7.5 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 7.6 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 7.7 The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court of DuPage County.
- 7.8 Any required notice shall be sent to the following addresses and parties:

David Cook, Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL. 60521  
(630) 789-7013

Larry Klinger, Chairman Long Term Commission  
Graue Mill Homeowners Association  
1203 Old Mill Road  
Hinsdale, IL. 60521  
(630) 323-7111

Christopher Vonnahme, Senior Project Engineer  
DuPage County Stormwater Management Division  
421 North County Farm Road  
Wheaton, Illinois 60187  
(630) 407-6712

- 7.9 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each Party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 7.1 of this AGREEMENT.
- 7.10 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining Parties shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Parties from enforcing this AGREEMENT with respect to a different breach.

[INTENTIONALLY LEFT BLANK]

## **8.0 ACCESS TO PROPERTY.**

- 8.1 As stated in Paragraph 4.2, above, during the flood investigation study the CONSULTANT and COUNTY shall be allowed reasonable access to the Graue Mill County Condominiums property for the purposes of surveying, checking spot elevations, and photo documentation.
- 8.2 The PARTIES acknowledge that the CONSULTANT shall make a reasonable effort to obtain access to property of third parties necessary for the performance of the flood investigation study. The PARTIES further acknowledge and understand that in the event the CONSULTANT is unable to obtain access to private property, and the COUNTY can not secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT'S inability to perform such work shall not alter the Parties obligation to reimburse the COUNTY as described in Article 3.0, above.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF HINSDALE

By: \_\_\_\_\_  
Daniel J. Cronin  
Chairman DuPage County Board

By: \_\_\_\_\_  
Thomas K. Cauley, Jr.  
President, Village of Hinsdale  
Board of Trustees

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Gary A. King  
County Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRAUE MILL HOME OWNERS ASSOCIATION

By: \_\_\_\_\_  
Peter Schroth  
President of Graue Mill Home Owners Association

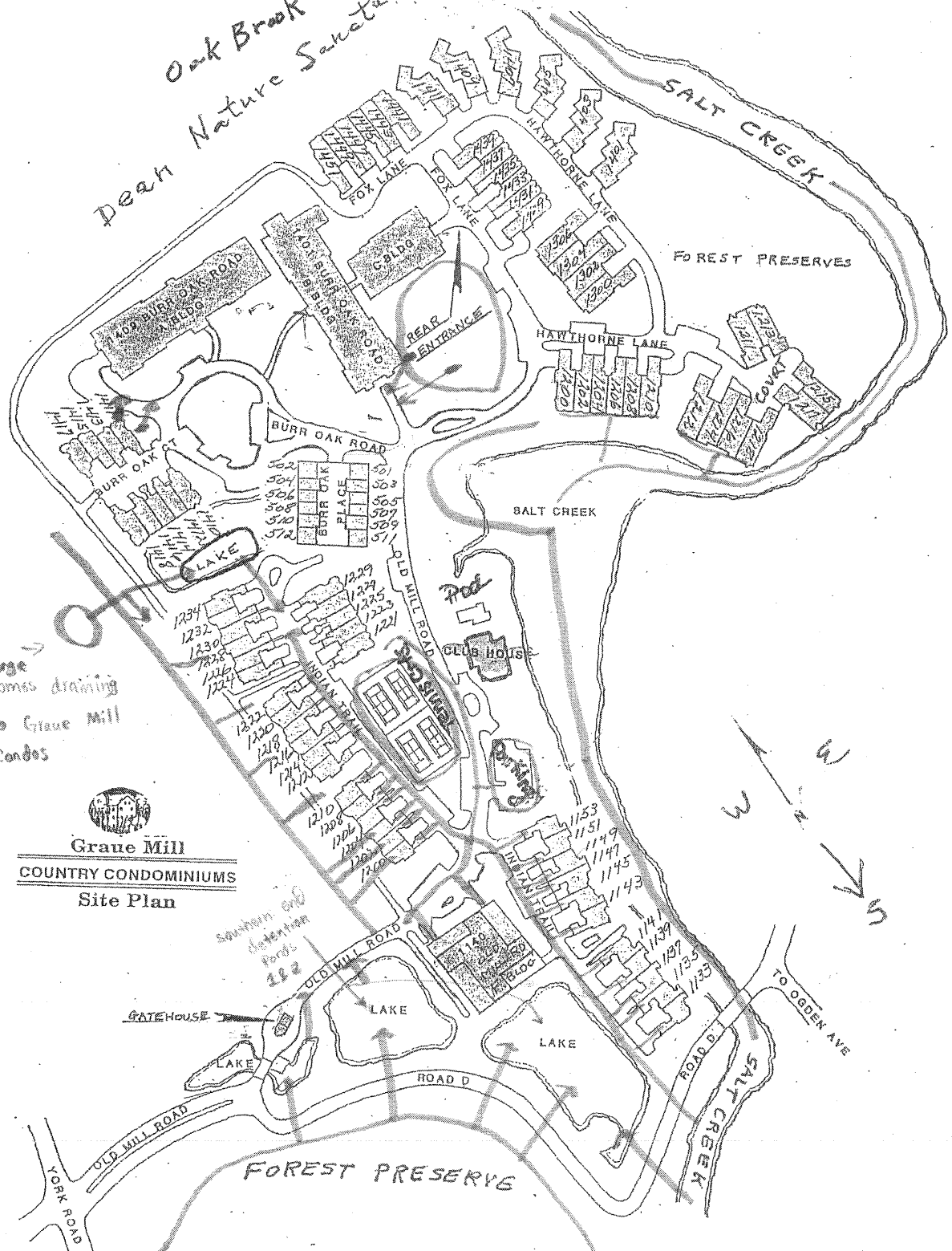
ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**[PDF Map of Graue Mill area to be inserted.]**

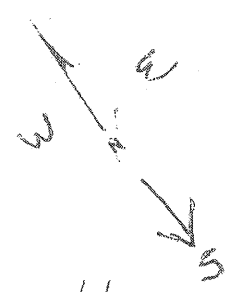
*Oak Brook  
Deer Nature Sanctuary*



*large homes draining  
to Graue Mill  
condos*

**Graue Mill**  
**COUNTRY CONDOMINIUMS**  
**Site Plan**

*southern end  
detention  
ponds*



TO OGDEN AVE



## **EXHIBIT B**

### **Scope of Work**

This Exhibit includes the scope of work for the services of Christopher B. Burke Engineering, LTD. ("CBBEL", also known as the "CONSULTANT") for the flood investigation study of the Salt Creek Watershed in the vicinity of the Graue Mill Country Condominiums (also known as the "Graue Mill area") for which the funding in this AGREEMENT will be utilized.

#### **Task 1: Funding Request:**

CBBEL will assist the Parties with a presentation and supporting material to the Village of Hinsdale to request \$10,000 from the Environment and Public Services Committee. CBBEL may prepare a Power Point presentation on boards at the request of the Parties.

#### **Task 2: Request Information from Villages and Site Review:**

CBBEL will contact the Villages of Hinsdale and Oak Brook to request any storm sewer information they have as it relates to the study area. CBBEL has the most current hydraulic model of Salt Creek from the work it is performing for the County. CBBEL will request plans and stormwater calculations for the subdivision in Oak Brook that was built immediately west of Graue Mill. A CBBEL Water Resource Engineer has walked the Graue Mill site during the initial meeting. CBBEL will revisit the site during the study to obtain any additional information on the existing drainage system necessary for the hydraulic analysis.

#### **Task 3: Supplemental Survey:**

Based on CBBEL'S initial meeting with the Parties, it appears Graue Mill has limited topographic information. CBBEL contacted McBride Engineering to request any topographic information they may have. CBBEL has budgeted for five (5) days of a survey crew to obtain detailed information on the subject site. CBBEL will not have detailed topography of the entire site. CBBEL will use DuPage County 2-foot aerial topography to assist it in the study. In addition, CBBEL will survey low entry elevations randomly of units in Buildings 1,2,3 and some on Hawthorne Lane and Hawthorne Court as CBBEL determines necessary in its professional judgment. These elevations will be compared to the FEMA Elevation certificates previously prepared by others and will identify if the units are in the floodplain.

#### **Task 4: Hydrologic and Hydraulic Modeling:**

CBBEL will use the XP-SWMM program to model the hydrologic and hydraulic characteristics of the storm sewers in the flooding problem locations around the Graue Mill property. The topographic survey and site specific survey will be used to

develop the XP-SWMM model. CBBEL will analyze the July 2010 and 100-year design storm event for baseline conditions. CBBEL will also use the Salt Creek FEQ hydraulic model as it relates to impacting the Graue Mill property.

**Task 5: Evaluation Program and Proposed Condition Modeling:**

Utilizing the information gained in Tasks 1-4, CBBEL will evaluate drainage improvements that will be incorporated into a proposed XP-SWMM model to determine the affects of the proposed improvements. The improvements may include grading changes, the use of retaining walls and other materials and pumps. CBBEL will consider several different options to protect the buildings from flooding. The storm sewer system will be analyzed to determine if improvements to the system can alleviate the garage flooding. CBBEL will study the impact of the area from Oak Brook that is tributary to the site. CBBEL will consider additional storage on-site, including the area east of Hawthorn Lane, and on the Fullersberg property. The drainage improvements, along with the concept costs for implementation, will be developed for the selected options.

**Task 6: Summary and Recommendations:**

CBBEL will summarize the work performed in Tasks 1 through 4 and make recommendations to correct the flooding problems. Consultant's work will be summarized in a letter report with appropriate exhibits, tables, estimates of probable cost and computer modeling. The results of such study will be the basis to move forward with engineering design which can be followed with the construction of recommendations.

**Task 7: Presentation of Results:**

CBBEL will meet with the Graue Mill Homeowners Association Long Term Commission to discuss the status of our study at a mid-point and at the conclusion of the study to present the results and proposed drainage improvements for the study area. Any additional meetings with the Village, County or DuPage County Forest Preserve District will be billed on a Time and Material basis as it is not possible to quantify the number or length of the meetings.

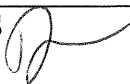
### **FEE ESTIMATE**

The actual cost of Consultant's services cannot be determined with certainty at this time inasmuch as several tasks involve an unknown quantity of staff resources and the Consultant's services will be billed on a Time and Material basis. The breakdown of the PROJECT'S costs, per assignment and, or, task, are estimated to be as follows:

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Funding Request	\$3,360
2	Request Information from Villages and Site Review	\$1,200
3	Supplemental Survey	\$9,500
4	Hydrologic and Hydraulic Modeling	\$6,000
5	Evaluation Program and Proposed Condition Modeling	\$15,500
6	Summary and Recommendations	\$3,500
7	Presentation of Results	\$2,800
	<b>TOTAL:</b>	<b>\$41,860</b>

DATE: March 14, 2011

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b> Community																
<b>SECTION NUMBER</b> EPS Consent Agenda		<b>DEPARTMENT</b> Development																
<b>ITEM</b> Clark Dietz, Inc. Construction Observation Services for the Chestnut Street Improvements Project		<b>APPROVAL</b> Daniel M. Deeter Village Engineer																
<p>Clark Dietz, Inc. has developed the engineering plans, specifications, and bidding documents for the Chestnut Street Improvement Project. They are also supporting the Village in applying for IEPA State Revolving Funds (SRF) for this project. Due to their familiarity and expertise with the Chestnut Street Project, staff is recommending that Clark Dietz is awarded the contract for bidding and construction observation services. The following is a summary of the project costs:</p> <table><tr><td>▪ Engineer's Construction Estimate (11/16/10)</td><td>\$4,750,000</td></tr><tr><td>▪ Contingency (10%)</td><td>\$ 475,000</td></tr><tr><td>▪ Design Engineering (completed)</td><td>\$ 199,667 (4.2% of construction est.)</td></tr><tr><td>▪ Construction Observation</td><td>\$ <u>318,734</u> (6.7% of construction est.)</td></tr><tr><td>▪ Total</td><td>\$5,743,401</td></tr></table> <p>Previous Village Major Road Project Construction Observation Services as a % of construction costs.</p> <table><tr><td>▪ 8<sup>th</sup> Street Reconstruction (2008)</td><td>5.3%</td></tr><tr><td>▪ Garfield Utility Improvement Project (2010)</td><td>8.0%</td></tr></table> <p>Should the Committee concur with this request, the following motion would be appropriate:</p> <p><b>Motion: To Approve the Engineering Services for Bidding and Construction Observation of the Chestnut Street Improvement Project to Clark Dietz, Inc. in the Amount Not to Exceed \$318,734.00.</b></p>					▪ Engineer's Construction Estimate (11/16/10)	\$4,750,000	▪ Contingency (10%)	\$ 475,000	▪ Design Engineering (completed)	\$ 199,667 (4.2% of construction est.)	▪ Construction Observation	\$ <u>318,734</u> (6.7% of construction est.)	▪ Total	\$5,743,401	▪ 8 <sup>th</sup> Street Reconstruction (2008)	5.3%	▪ Garfield Utility Improvement Project (2010)	8.0%
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<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 														
<b>COMMITTEE ACTION:</b>																		
<b>BOARD ACTION:</b>																		

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

CHESTNUT STREET – CONSTRUCTION PHASE ENGINEERING SERVICES

This Agreement is by and between

**Village of Hinsdale (“Client”)**

19 East Chicago Avenue  
Hinsdale, IL 60521-3489

and

**Clark Dietz, Inc. (“Clark Dietz”)**

118 South Clinton Street, 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 or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

**Agreed to by Clark Dietz**

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

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

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

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

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

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

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The Project consists of construction engineering services including preparation of final bid documents for the Chestnut Street Improvements Project, bidding, construction observation, construction materials testing, project management, and assistance with applications for reimbursement per funding source requirements. Clark Dietz, Inc. previously completed the preparation of preliminary and final plans, specifications, and estimate for the Chestnut Street Improvements Project, dated February 5, 2010.

**B. Scope**

**1. Pre-Construction Services:**

- 1.1 Conduct kick-off meeting with Village.
- 1.2 Perform pre-construction project site reconnaissance.
- 1.3 Incorporate new CCDD fill requirements (effective July 30, 2010), and final comments from Hinsdale, into plans and specifications.
- 1.4 Prepare final Bid Documents including IEPA front-end documents, construction drawings and specifications.
- 1.5 Review final Bid Documents with Village.
- 1.6 Prepare IDOT documentation removing expenditure of Village MFT Funds for design engineering services.
- 1.7 Field verify survey control monuments, reset as necessary.
- 1.8 Conduct bidding including bid notice, pre-bid meeting, bid opening, bid review and award recommendation.

**2. Construction Phase Engineering Services**

Upon successful completion of the Bidding, and upon award of a construction contract(s) by the Village, Clark Dietz shall provide the following construction phase engineering services:

- 2.1 General Administration of Contract(s). Administer this Agreement and construction contract(s). Consult with the Village and act as the Village's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Clark Dietz as assigned in said General Conditions of the Construction Contract shall not be modified, except as Clark Dietz may otherwise agree in writing. All of the Village's instructions to Contractor(s) will be issued through Clark Dietz, who shall have authority to act on behalf of the Village in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

- 2.2 Pre-Construction Conference and Progress Meetings. Conduct a Pre-Construction Conference prior to commencement of Work at the Project site. Also conduct construction progress meetings as needed. Prepare and distribute summary of all meetings.
- 2.3 Review of Contract Documents. Prior to Contractor's required submittal of shop drawings for materials and construction items of the project, complete a cursory review of the Contract Documents and identify constructability concerns and value engineering opportunities.
- 2.4 IEPA SRF Requirements. Clark Dietz will provide relevant information regarding the engineering design, and construction phase engineering services, and coordinate with Contractor, to complete and submit forms required by the Illinois Environmental Protection Agency (IEPA) for the Village. Information will include, but not limited to, submittal of certified payrolls, DBE utilization forms, etc.
- 2.5 Visits to Site and Observation of Construction. Perform the following services in connection with observations of each Contractor's work in progress while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Clark Dietz deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Clark Dietz, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of a Contractor's work in progress or to involve detailed inspections of a Contractor's work in progress beyond the responsibilities specifically assigned to Clark Dietz in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Clark Dietz' exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Clark Dietz will determine in general if a Contractor's work is proceeding in accordance with the Contract Documents, and Clark Dietz shall keep the Village informed of the progress of the Work.
  - b. The purpose of Clark Dietz' visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Clark Dietz to better carry out the duties and responsibilities assigned to and undertaken by Clark Dietz during the Construction Phase, and, in addition, by the exercise of Clark Dietz' efforts as an experienced and qualified design professional, to provide for the Village a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor(s). Clark Dietz shall not, during such visits or as a result of such observations of a Contractor's work in progress, supervise, direct, or have control over a Contractor's work, nor shall Clark Dietz have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work, or for any failure of a Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Clark Dietz neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 2.6 Defective Work. Recommend to the Village that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Clark Dietz believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.7 Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Clark Dietz may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 2.8 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the Village and prepare Change Orders and Work Change Directives as required. In addition, Clark Dietz shall prepare typical documentation that appropriate governmental authorities having jurisdiction over the Project may require for review and approval of the change orders.
- 2.9 Shop Drawings and Samples. Review, coordinate with design engineer, and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which a Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer will request assistance from the Village contracted project design engineer for special structures, equipment, telemetry, and other detailed design element submittals.
- 2.10 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor(s).
- 2.11 Inspections and Tests. Witness special inspections or tests of a Contractor's work required by the Contract Documents. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Clark Dietz' review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Clark Dietz shall be entitled to rely on the results of such tests.
- 2.12 Construction Materials Testing. Clark Dietz will retain a geotechnical firm to perform construction materials testing in accordance with the Agreement and Contract Documents.
- 2.13 Disagreements between the Village and Contractor. Provide recommendations on all claims of the Village and Contractor(s) relating to the acceptability of a Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of a Contractor's work. In rendering such decisions, Clark Dietz shall be fair and not show partiality to the Village or a Contractor and shall not be liable in connection with any decision rendered in good faith for the Village.



- 2.14 Applications for Payment. Based on Clark Dietz' observations as an experienced and qualified design professional, and on review of Applications for Payment and accompanying supporting documentation Clark Dietz shall:
- a. Determine the amounts that Clark Dietz recommends each Contractor be paid. Such recommendations of payment will be in writing and will constitute Clark Dietz' representation to the Village, based on such observations and review, that, to the best of Clark Dietz' knowledge, information and belief, that each Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to each Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Clark Dietz' responsibility to observe each Contractor's work. In the case of unit price work, Clark Dietz' recommendations of payment will include final determinations of quantities and classifications of each Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Clark Dietz shall not thereby be deemed to have represented that observations made by Clark Dietz to check the quality or quantity of each Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of each Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Clark Dietz in this Agreement and the Contract Documents. Neither Clark Dietz' review of each Contractor's work for the purposes of recommending payments nor Clark Dietz' recommendation of any payment including final payment will impose on Clark Dietz responsibility to supervise, direct, or control each Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or each Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Prior to recommending payment request(s) from the Contractor(s) to the Village for payment, Clark Dietz shall require lien waivers from prior payment applications from the Contractor.
- 2.15 Contractor's Completion Documents. Clark Dietz will receive and transmit the required completion documents in accordance with the applicable Laws and Regulations, and the Contract Documents.
- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor(s) in accordance with the Contract Documents to obtain final payment. The extent of such Clark Dietz' review of these documents will be limited.
  - c. Clark Dietz shall transmit these documents to the Village.
- 2.16 Substantial Completion. Promptly after notice from each prime Contractor that the Contractor considers the entire Work ready for its intended use, in company with the Village and Contractor, conduct an inspection to determine if the Work is Substantially Complete. Clark Dietz shall prepare a list of any observed deficiencies during the

inspection. At the direction of the Village, Clark Dietz shall prepare and deliver a certificate of Substantial Completion to the Village and Contractor.

- 2.17 Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of each Contractor is acceptable so that Clark Dietz may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Clark Dietz shall also provide a notice that the Work is acceptable to the best of Clark Dietz' knowledge, information, and belief and based on the extent of the services provided by Clark Dietz as defined and specifically assigned to Clark Dietz in this Agreement and the Contract Documents.
- 2.18 Field As-Built Survey. Clark Dietz will perform a field as-built survey of the Work, consisting of the installed utilities, and incorporate the data into the Record Documents (Item 1.18).
- 2.19 Record Documents. Receive and review annotated record documents, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from each Contractor. The completed digital Record Drawing deliverables shall be completed and delivered in AutoCAD format and Adobe PDF files. The Village shall be provided with an additional CD copy of the approved digital submittal.
- 2.20 Project Certification. Submit required number of Record Drawings and required certifications at Project completion to the Village.
- 2.21 Provide the services of a Resident Project Representative (RPR) at the Project site to provide observation of work by Contractor(s) as follows:
  - a. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A to this Agreement.
  - b. The furnishing of such RPR's services will not extend Clark Dietz' responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
  - c. Provide bound copies of all field observation documentation, including key construction contract documentation such as change orders and payment requests, daily and weekly RPR reports, monthly construction summaries, construction photographs and shop drawings. Up to three (3) hard copies of the documentation shall be provided, as well as up to three (3) digital copies on CD in Adobe Acrobat (latest version) for all drawings and other exhibits. It is understood that the Village's information technologies staff may change the requirements for electronic document submittals, which may affect the format required. It is agreed that if a significant additional effort is required to meet any future requirements, an adjustment in compensation may be required. The RPR documentation shall be submitted within two (2) months following final completion of construction.

### **3. EPS Committee/Village Board Meetings**

Clark Dietz Representatives will attend EPS Committee and Village Board Meetings as necessary to provide project updates, and answer questions regarding the Project.

**C. Schedule**

Project Kick-off – March 15, 2011

Final Bid Documents – March 30, 2011

Bid Process

- Bid Notice – April 15, 2011
- Pre-Bid Meeting – April 30, 2011
- Bid Opening – May 15, 2011
- Bid Review & Recommendation - May 30, 2011

IEPA Loan Funding Approval of Construction Contract Documents – July 15, 2011

Start of Construction – August 1, 2011

Winter Period (No Construction) – December 15, 2011 through March 15, 2012

End of Construction – June 30, 2012

Project Close Out – September 30, 2012

***NOTE: If the calendar construction days exceed the total scheduled construction days of 175 days, or the End of Construction date listed above, the Village and Clark Dietz agree that this Agreement (and compensation) may be subject to renegotiation/revision, and agreed to in writing prior to proceeding with additional/extra services.***

**D. Assumptions/Conditions (if applicable)**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.

3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations. Construction materials testing is being provided in accordance with the Agreement and Contract Documents.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
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 (if applicable)**

1. The Bid Documents and Construction Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).
2. Clark Dietz will provide the Record Drawings for this project in printed format on paper, electronically in Adobe© Portable Document Format (PDF), and CADD format. The files will be produced in AutoCAD/MicroStation on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.
  - a. CADD files will be developed using current Clark Dietz standards for layering, linetypes, text styles, colors, etc.

**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 the 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 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 \$320,000.00, and shall include the following:

- a. 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.
- b. 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 date of the invoice. 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 date of invoice, 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 date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice 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**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**PART V**  
**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 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. 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.
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, 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.



**PART V**  
**STANDARD TERMS AND CONDITIONS**

**Page 2 of 2**

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, 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:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

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.

## **EXHIBIT A**

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

PART I, SERVICES of this Amendment is supplemented to include the following agreement of the parties for Services by a Resident Project Representative:

- A. Clark Dietz shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist the Village in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A may provide full time representation or may provide representation to a lesser degree depending on the need to observe actual construction activity for the project. In the instance where resident representative services are provided on a part time basis, the duties and responsibilities described in this Exhibit A shall only be provided for times when the resident representative is present at the construction site.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Clark Dietz shall endeavor to provide further protection for the Village against defects and deficiencies in the Work. However, Clark Dietz shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Clark Dietz have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of Clark Dietz in the Agreement with the Village and in the Contract Documents, and are further limited and described as follows:
  - 1. General: RPR is the Village’s agent at the Site and will act as directed by and under the supervision of Clark Dietz. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be directly with the Contractor, keeping the Village advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor(s). RPR shall generally communicate with the Village with the knowledge of and under the direction of Clark Dietz.
  - 2. Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor(s) and consult with the Village concerning acceptability.
  - 3. Conferences and Meetings: Attend meetings with the Village and Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings and assist in preparing and circulating copies of minutes thereof.
  - 4. Liaison:
    - a. Serve as the Village’s liaison with Contractor(s), working principally through a Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
    - b. Assist in obtaining from the Village additional details or information, when required for proper execution of the Work.
  - 5. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor(s) clarifications and interpretations

as issued by Clark Dietz.

6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and transmit Samples for examination.
  - c. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Clark Dietz or design engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations. Transmit to Contractor in writing decisions as issued by Clark Dietz.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist in determining if the work is in general proceeding in accordance with the Contract Documents.
  - b. Report whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise as to what part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Startups:
  - a. Provide notification in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate the Village personnel, and that a Contractor maintains adequate records thereof.
  - c. Observe, record, and report appropriate details relative to the test procedures and systems startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
10. Records:
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Clark Dietz' clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to a Contractor, and other Project related documents.
  - b. When the RPR is present on the Site, prepare a daily report or keep a diary or log book,

recording each Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Village as needed.

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation.
11. Reports:
- a. Furnish periodic reports as required of progress of the Work and of each Contractor's compliance with the schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor(s) as necessary.
  - c. Furnish copies of all inspection, test, and system startup reports.
  - d. Report immediately the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
12. Payment Requests: Review Applications for Payment with Contractor(s) for compliance with the established procedure for their submission and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor(s) are applicable to the items actually installed and in accordance with the Contract Documents, and deliver these documents for review and forwarding to the Village prior to payment for that part of the Work.
14. Completion:
- a. Before Clark Dietz issues a Certificate of Substantial Completion, submit to Contractor(s) and the Village a list of observed items requiring completion or correction.
  - b. Observe whether each Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
  - c. Participate in a final inspection in the company of the Village and the Contractor and prepare a final list of items to be completed or corrected.
  - d. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work and release of retainage.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Clark Dietz’ authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of the Contractor(s), subcontractors, suppliers, or a Contractor’s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of a Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions relative to, or assume control over safety precautions and programs in connection with the activities or operations of the Village or Contractor(s).
6. Assume control over Construction Layout responsibilities of the Contractor(s).
7. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the Village.
8. Accept Shop Drawing or Sample submittals from anyone other than Contractor(s).
9. Authorize the Village to occupy the Project in whole or in part.
10. Assume responsibility of Contractor to prepare “As-Built” or Record Drawings for the project.

FEE ESTIMATE  
VILLAGE OF HINSDALE  
CONSTRUCTION PHASE ENGINEERING SERVICES  
MARCH 9, 2011

				CFK		JTO		CJP		SC/TGS		AJT		LABOR SUBTOTALS		SUBCONSULTANTS	
				QA/QC		Project Director		Project Engineer		Project On-Site Repr.		Project Surveyor					
				\$170 /hr		\$160 / hr		\$125 / hr		\$95 /hr		\$95 /hr					
				Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	HOURS	AMOUNT		
Pre-Construction Services				0	\$0	60	\$9,600	160	\$20,000	0	\$0	20	\$1,900	240	\$31,500		
Construction Phase Engineering Services				24	\$4,080	128	\$20,480	256	\$32,000	1750	\$166,250	40	\$3,800	2198	\$226,610		\$30,000
EPS Committee/Village Board Meetings				8	\$1,360	32	\$5,120	32	\$4,000		\$0		\$0	72	\$10,480		
TOTAL				32	\$5,440	220	\$35,200	448	\$56,000	1750	\$166,250	60	\$5,700	2510	\$268,590	0	\$30,000

Construction Materials Testing

SUMMARY			
LABOR			\$268,590
PROJECT RELATED			\$20,144
EXPENSES @ 7.5%			
SUBTOTAL - CLARK DIETZ, INC.			\$288,734
SUBCONSULTANTS			\$30,000
Construction Materials Testing			
TOTAL FEE ESTIMATE			\$318,734

ASSUMPTIONS:

1. Construction project duration - 8 months. (Winter Period 12/15/11-03/15/12 - No construction work to be performed.)
2. Onsite observation @ 8 hours per day.
3. Overtime observation @ 2 hours per day.
4. Clark Dietz to prepare as-built drawings.
5. Construction Materials Testing provided by geotechnical subconsultant.



**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION EPS Committee</b>	<b>ORIGINATING DEPARTMENT</b> Police Department			
<b>ITEM</b> Approval to purchase a wireless mesh camera network for railroad security monitoring	<b>APPROVAL</b> Chief Bradley Bloom <span style="float: right; font-family: cursive; font-size: 1.5em;">BAB</span>			
<p>The Police Department is seeking approval to purchase a wireless mesh video camera network to monitor grade crossings, platforms and railroad depots. In summary, in 2008 the Village was awarded a grant by the West Suburban Mass Transit Authority to provide this system and cover 66% percent of the total cost not to exceed \$100,000.</p> <p>Since that time we have been researching the most efficient way to implement a video mesh camera network. We have investigated a number of different ways to implement this including using existing fiber optic cabling along with many camera and wireless options. Of all opportunities reviewed, it was determined that proceeding with a request for proposals was in the best interest of procuring a cost-effective solution.</p> <p>The primary objectives of installing this system are to increase video surveillance at each of the grade crossings, and to increase safety and security at the commuter stations within the Village, which include West Hinsdale Train Station, the Main Hinsdale Train Station, and the Highlands Station. The hardware of a mesh network is also capable of providing Wi-fi access, and is presented as future opportunity for the Village of Hinsdale to utilize Wi-Fi as a means of allowing internet access to commuters at the station, as well as future expansion in other areas of the community. Other municipalities have successfully made use of mesh network technology to provided hosted internet access as well.</p> <p>Proposals were received on March 4<sup>th</sup>, and included the following vendor(s) and their respective proposed cost(s):</p> <ul style="list-style-type: none"> <li>Federal Signal, University Park, Illinois - \$99,995</li> <li>Current Technologies, Downers Grove, Illinois - \$109,293</li> <li>Bear-comm Wireless, Wood Dale, Illinois - \$138,550</li> <li>SMG Securities, Inc., Elk Grove Village, Illinois - \$209,365</li> </ul> <p>An evaluation was conducted of all proposals and this recommendation is being made based upon the following factors that were identified as important to the installation of a mesh network in this community: interoperability with an existing mesh network in Clarendon Hills, acquisition of right-of-way, aesthetics of the equipment, reputation and references check of the recommended vendor, and proposed cost. Federal Signal's proposal best met the demands of the Village's Request for Proposals while still offering the lowest cost.</p> <p>It is recommended that the award be made to Federal Signals Corporation for the amount of \$99,995. It should be noted that this is a reimbursement grant in which the West Suburban Mass Transit District will fund 66% of this contract, of which 33% will be the liability to the Village of Hinsdale. The 33% expenses is a budgeted capital expense for FY10-11. The Federal Signal Corporation has provided an implementation timeline of 60 days following contract approval.</p> <p><b>Motion:</b> To recommend approval by the Village Board to award a contract to Federal Signal for an amount not to exceed \$100,000 for the hardware and installation of a wireless mesh camera network for railroad security monitoring as proposed in RFP#1488.</p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

# Memorandum

**To:** Chief Bradley Bloom  
**From:** Deputy Chief Mark Wodka  
**Date:** 03/10/2011  
**Re:** Recommendation for Wireless MESH Video Surveillance Award (RFP #1488)

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On March 19, 2008, the West Suburban Mass Transit approved a reimbursement grant award to the Village of Hinsdale in the amount of \$100,000 (\$33,000 local match) for the scope of a project to install a wireless mesh video surveillance system at the three Hinsdale train station buildings, platforms, and at all grade crossings. The system is modeled after the existing system installed at Clarendon Hills, and had been specified by RFP to integrate with their system. The grant was initially for a two-year period of time, for which a one-year extension was granted in 2010 due to the Village of Hinsdale postponing this capital purchase to FY10-11.

Since the grant award notification, I have had opportunity to meet with at least five (5) vendors to discuss the design and specifications for a wireless MESH video surveillance solution that would meet the needs of the Village of Hinsdale. Each vendor presented a different design and engineering plans that were specific to the hardware and software equipment the vendor was selling. There was no consistency amongst the vendors, and the preliminary cost(s) discussed had a variance from as little as \$99,000, to as much as \$150,000. Based upon the nature of the technology and the varying theories of best practice designs, it was determined that the most prudent method of proceeding in this procurement was via a "Request for Proposals" rather than competitive bidding. By proceeding with a request for proposals, the Village statutorily may engage in awarding a vendor and proceeding with a project design, while providing the ability to making modifications to the scope of work to meet cost targets and still meeting the project objectives.

On February 14, 2011, the Village announced RFP#1488. An informational meeting was then held on February 22<sup>nd</sup> to present the site plan and project objectives, and proposals were opened publicly on March 4<sup>th</sup> at 4:30pm. (See attached invitation list)

The primary objectives of implementing a wireless MESH video surveillance system have been identified as the following (listed in priority of project objectives):

- **Video Surveillance at Grade Crossings**

Video surveillance, enhanced with video analytics which send advance notification via SMS and/or email to warn of an obstruction, will aid in preventing collisions by expediting the processes of notification to the railroad officials when a train must be halted. Currently, the process (from officer confirmation of an obstruction to the engineer receiving official order to stop the train) takes several minutes. With each minute being critical, video surveillance would allow the notification process to be initiated as soon as the obstruction is recognized or reported without having an officer arrive on scene.



In January of 2008, a DUI driver turned onto the tracks at the Washington Street grade crossing at about 5:40pm. The driver's vehicle was stuck on the tracks, and for several minutes he attempted to try and get the vehicle freed. A by-stander had called 9-1-1 after a few minutes of the vehicle being stalled, and an officer arrived on scene within 30 seconds of dispatch, only to observe the vehicle being struck by an inbound Metra commuter train. Moments later, the same vehicle was struck again by an outbound Metra commuter travelling nearly 70mph. Fortunately, nobody was injured as hundreds of tools and sockets within the vehicle were ejected upon impact and peppered the windows of the train station and vehicles that were parked within a 100ft vicinity of the area of impact.

This incident is one example amongst several in the past years where police have received notification that there has been an obstruction on the tracks, but had been unable to stop the trains in time before a collision occurred.

- **Safety and Security**

The hardware and software solutions of this MESH video project will allow for immediate video access by police and other personnel via a web-based interface, the internet, smartphone, and in-car wireless cards. The capabilities of the equipment will further allow for images to be immediately disseminated electronically to other law enforcement agencies and the community at-large in an effort to locate suspect(s). The MESH network will also provide the opportunity for the Village of Hinsdale to implement camera system(s) in other areas where theft or vandalism may be occurring, such as the swimming pool (bike thefts) and the Skate park (vandalism).

On September 1, 2006, a pipe bomb was detonated at the main Hinsdale Train Station at approximately 7:00 AM by suspect bomber Thomas Zajack (of Downers Grove). Zajack detonated another pipe bomb in Utah two weeks following the Hinsdale incident, and had recently been convicted in that case. Video surveillance may not have prevented this incident, but it would have provided first-responders and investigators undisputable evidence regarding who committed the crime, and allowed them to identify and take the dangerous suspect into custody as quickly as possible. In the investigation of this incident, a witness in the area of the explosion provided a description of a potential suspect that was later determined to have no involvement in this incident. The suspect later filed civil litigation against the Village of Hinsdale for violating his freedoms when he was located and detained at Union Station in Chicago.

Most recently during the week of February 28<sup>th</sup>, 2011, a window was smashed at the Hinsdale Train Station during the overnight weekend hours, resulting in several hundred dollars in replacement costs. There are no leads on a suspect nor are there any witnesses.

Video security systems undoubtedly provide improved security for users of any facility, and many studies and research have now made it clear that the deterrent effects will not only reduce the incidence of crime, but the members of the community that are users of the Village train stations will have an increased feeling of security.

Video surveillance also aids in the investigation of crashes and incidents at grade crossings. The Village of Clarendon Hills has cited incidents where the use of video surveillance has allowed them to conduct more thorough investigations to determine cause in collisions, and also aided their investigation into a fatality where it was apparent the motive was an intentional suicide that may have otherwise appeared to be an accident or a crime.

The scope of this project also provides for the opportunity to implement a portable wireless camera system that can be deployed in crime hotspots for temporary periods of time. The portable camera could be utilized in areas where increased burglaries or thefts are occurring for short periods of time, and then relocated as necessary to other areas to aid investigations.

- **Community Internet Access**

The hardware equipment in this wireless MESH system is capable of providing community internet access. This capability allows for the municipality to provide internet access in areas that are in close proximity to the MESH network, namely the train stations which would recognize an immediate benefit. Commuters waiting for their trains can have instant access to Wi-Fi internet, and opportunities exist for the Village of Hinsdale to provide this service for a cost, or even free if offset by advertising. Many municipalities have developed MESH networks for the sole purposes of providing community internet access, and others (Naperville) have used the network for broadcasting emergency announcements in downtown business districts, as well as playing music for shoppers in the area of the business district during the holidays.

Although the scope of this project is to develop a MESH network along the Burlington Northern railroad, the backhaul of the network creates the foundation for additional growth and accessibility in other areas of Hinsdale by expanding wireless access points throughout the community.

- **Accessibility of Ambulances – Adventist Hinsdale Hospital**

The video surveillance will provide for a more expeditious response for emergency vehicles that may be delivering patients to Adventist Hinsdale Hospital for emergency treatment. The hospital currently services many neighboring jurisdictions from which ambulances frequently transport patients. In the event of a stopped train or railroad gate malfunctions, emergency responders can be informed immediately by dispatch personnel which crossing may be vacant in lieu of having emergency equipment delayed by the blocked crossing.

Prior to announcement of the RFP, a site plan was prepared (attached) which identified the areas where the Village is requesting video site coverage.

## PROPOSALS

On March 4<sup>th</sup>, a public opening of the proposals was held at the Memorial Building. The following vendors proposed a solution for this RFP:

- Current Technologies, Downers Grove, Illinois - \$109,293
- Federal Signal, University Park, Illinois - \$99,995
- Bear-comm Wireless, Wood Dale, Illinois - \$138,550
- SMG Securities, Inc., Elk Grove Village, Illinois - \$209,365

## EVALUATION OF PROPOSALS

An evaluation of the received proposals was conducted beginning immediately following the opening. The evaluation of the proposals considered the following factors:

- General experience
- Record of the vendor's successful ability to implement a MESH network using 802.11 a/b/g technology, the newly allocated 4.9 GHz public safety wireless spectrum, or other similar wireless technologies.
- Qualifications and years of experience of the proposed equipment providers.
- Total cost of equipment/software/support and maintenance
- Compliance and responsiveness to the conditions and needs expressed in the RFP
- Documented proof of successful implementation through three verifiable references of the vendor's proposed solution that has been operational for a minimum of two (2) years, preferably of local government.
- Financial sustainability and resources of the vendor
- Pending or past litigation of vendor for services rendered
- Sample timelines based on prior project experience
- Completeness of proposal
- Quality and depth of references
- Vendor compliance with state and federal legislative mandates and standards
- Experience and technical expertise of firm's staff

Upon completion of the evaluation, I am recommending that the Village of Hinsdale proceed with an award to Federal Signal (University Park, Illinois) on the following basis:

- **INTEROPERABILITY**

In the design of a project of such magnitude, one of the fundamental variables that must be demanded is interoperability with existing technology. In the scope of this RFP, it has been identified that the Village of Hinsdale wishes to implement a system that is capable of being interoperable with an existing MESH video surveillance system in Clarendon Hills which has been in place since 2003. Interoperability will allow for public safety officials, incident commanders, municipal officials, dispatchers, railroad entities, or any other user with authorized access to monitor all the cameras from both municipalities in one common monitoring station. In consideration of discussions amongst the Village of Hinsdale and neighboring municipalities of furthering shared services, interoperability of

such a large technological component which provides data and video access is a prudent interim measure.

The advantages and importance of interoperability are self-evident, but the lack of adding technological infrastructure that is interoperable is arguably negligent. The lessons of a lack of interoperability in radio equipment amongst emergency responders gained public attention following the September 11<sup>th</sup> terrorist attacks. The Burlington Northern Railroad is not only a critical infrastructure for the movement of thousands of commuter passengers, but many freight trains which transport goods and hazardous materials. In the security interests of the rail line, it is paramount that technology implemented along this line is uniform and usable to any local, state, or federal agency. It would be irresponsible to proceed with this project with a fragmented solution that is not scalable or compatible with an existing system at a neighboring community.

Federal Signal had been awarded the bid for installation of the Clarendon Hills video surveillance system in 2003. Since that time, Clarendon Hills has expanded their system by adding additional cameras in their downtown business district and has had only positive feedback regarding the quality and reliability of Federal Signal's product and staff. In the evaluation of the proposals, it has been determined that Federal Signal is best recommended as the vendor for installing its product, a Strix network, which will be interoperable with the existing Clarendon Hills network in the most cost-effective and reliable method.

Although other vendors proposed designs that would allow for "client-side" interoperability, only Federal Signal's design would mitigate any proprietary software or hardware limitations as it uses the same hardware. It is speculated that third-party software may be developed to create interoperability of other proposed hardware; however, the interoperability would be limited to access within vehicles and not provide for a full-scaled integrated and interoperable system as desired.

- **ACQUIRING RIGHT-OF-WAY**

Federal Signal submitted a proposal which would allow for all equipment to be installed and configured on existing Village of Hinsdale infrastructures, including the West Hinsdale Train Station, the Hinsdale swimming pool, the Main Hinsdale Train Station, and the Highlands Station. Each site has Village-owned power and the building infrastructure to accommodate their proposal and equipment installation.

Other vendors have proposed installation in the Burlington Northern right-of-way, on existing railroad property, or the smokestack of Adventist Hinsdale Hospital. Although the right-of-way may be acquired through permit and/or leasing, putting Village-owned equipment on the right-of-way of another entity will not only cause delays in the implementation of this project, but also create longer-termed limitations to accessing and maintaining the equipment, as well as future cost expenditures should there be modifications in the right-of-way affecting the equipment installed. The permit and/or lease may be subject to termination should there be changes to the right-of-way acquired, and ultimately this could affect the overall performance and sustainability of the system.

- **AESTHETICS OF EQUIPMENT**

Federal Signal has proposed a solution that limits the number of antenna equipment installed and visible to the general public. Equipment proposed for installation at each of the sites by Federal Signal has been presented as equipment which will not detract from the aesthetics of the locale where they are installed. The equipment is similar to hardware that has been accepted in Clarendon Hills where aesthetics are equally important to the community. Federal Signal has also installed this product in Abingdon, Virginia, where it has been implemented within a historic district and met the aesthetic approval of the community.

- **REPUTATION AND REFERENCES**

The references provided by candidate vendors were reviewed for overall quality and reliability. In the reference review for Federal Signal, Chief Pat Anderson expressed profound support for Federal Signal and its engineers, project manager, and sales representative. Chief Anderson has regularly provided positive feedback on the Federal Signal system and their Village has since expanded their system to include additional cameras. (See attached letter of support from Chief Pat Anderson).

I had also made contact with a representative from Abingdon, Virginia (Floyd Baley) who currently has 30+ cameras on a similar Federal Signal wireless MESH solution since 2007. Mr. Baley related that he highly recommends the Federal Signal product and commented on the excellence and competence of their engineering staff. The City of Abingdon has also expanded their network after they were pleased with the initial installation.

In conducting a thorough review of Federal Signal, I found no reasons to exclude their proposal or concerns regarding the quality or reliability of the company.

- **COST**

The proposed costs were evaluated from each proposing vendor, independently of the aforementioned criteria. Although the RFP clearly identified that the final project cost must not exceed \$100,000, vendors were directed to submit a design proposal that will include equipment that will provide for a reliable system with the appropriate hardware to satisfy the project objectives. Vendors were asked to design the best proposal while still considering the funding limitations of the Village.

Federal Signal was the only vendor to submit a proposal for a design that may be implemented for less than \$100,000.

## RECOMMENDATION

Based upon the evaluation of the proposals submitted for the wireless MESH video surveillance system, I am recommending that the Village of Hinsdale proceed in awarding Federal Signal Corporation for the hardware, software, and installation of their proposed solution, with final cost(s) to not exceed \$100,000. As stated earlier, this project is funded 66% by a *reimbursement* grant from the Western Suburban Mass Transit District, leaving a 33% match to the Village of Hinsdale of the final cost.

In an effort to further reduce the Village's expense for this project, discussions have been initiated with Metra officials in an effort to partner their participation for the funding of approximately \$12,500 in cameras that would be installed within the commuter stations or on the commuter platforms.

Federal Signal Corporation has identified a timeline for implementation to be 60 days following contract approval.

See attached proposal from Federal Signal Corporation.

## **Bid #1488 Invitation List**

**Scientel Wireless**  
**Attn: Michael Anderson**  
**1007 Oak Creek Drive**  
**Lombard, IL 60148**

**Federal Signal**  
**Attn: Matt Brady**  
**2645 Federal Signal Drive**  
**University Park, IL 60484**

**Current Technologies Corporation**  
**Attn: Steve Daugherty or Darryl Bosak**  
**1423 Centre Circle**  
**Downers Grove, IL 60515**

**Security Electronics Corp.**  
**Attn: Bob Manchak**  
**13280 Monix Drive**  
**Saint John, IN 46373**

**Video and Sound Service, Inc.**  
**Ms. Patricia Pendergast**  
**40 W. Lake Street**  
**Northlake, IL 60164**

**Maron Electric Company**  
**Attn: Dave Czyzewicz**  
**5401 W. Fargo Avenue**  
**Skokie, IL 60077**

**Bearcom Wireless**  
**811 W Evergreen Ave.**  
**Suite 204**  
**Chicago, IL 60642**



# Village of Clarendon Hills

## POLICE DEPARTMENT

448 Park Avenue  
Telephone (630) 286-5460

Clarendon Hills, Illinois 60514  
Fax (630) 286-5499



To whom it may concern,

Over the past several years the Clarendon Hills Police Department and Village staff have been working with the Governor's Office, the West Suburban Mass Transit District, the Chamber of Commerce, METRA, and the Burlington Northern Sante Fe to develop a security surveillance system that would monitor activities at the downtown depot, our three rail lines and their crossings, the commuter parking areas, and the downtown business district. The grants and awards we have received allowed Village staff and engineers and technicians from Federal Signal to design and place cameras, radios, and the electrical power needed to support them along Railroad Avenue, on Prospect Avenue, and on Ann Street. The system grew from the initial three camera system to a seven camera system as we observed how valuable the tool was in our crime prevention and safety enforcement efforts. As part of the project, the Village and Federal Signal connected the wireless surveillance camera network to a Village operated WiFi network that uses a radio frequency already incorporated in the surveillance network. Public users can now access the Downtown WiFi network as long as they are in or near the business district. When the users connect, they are brought to the Chamber of Commerce website and can then reach the Village or any other permitted website. The WiFi system is now up and transmitting both surveillance video and internet connectivity. Police squads and dedicated Village computers have the ability to monitor, live, all seven downtown cameras from an extended distance.

This year, the security software was enhanced with the installation of a more robust firewall. At this point the system is capable of supporting up to 50 users depending on the bandwidth captured by each user. Federal Signal is working with us to allow 25 business addresses to use the system by dedicating between 64 kbps and 256 kbps of bandwidth to stores with larger bandwidth requirements. The Village would reserves 5 mbps for its use and the remaining bandwidth is available to individual users within range of the hotspots. The Chamber website is now the splash page for the site, but that page allows users easy access to the Village website; we provide users with instructions on how to quickly access the system through Trustee Topics and flyers offered at Chamber member stores.

Last year, these efforts received a letter of commendation from the Operation RAILSAFE Committee congratulating the Department on it's proactive efforts to harden our rail lines to potential terrorists.





# Village of Clarendon Hills

## POLICE DEPARTMENT

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448 Park Avenue  
Telephone (630) 286-5460

Clarendon Hills, Illinois 60514  
Fax (630) 286-5499



The brainstorming, guidance, depth of hardware and software engineering expertise, and dedication to the ongoing success of the Clarendon Hills project by the team from Federal Signal has been more than outstanding, they have become trusted partners in a successful effort to improve the police department's ability to serve and protect.

Sincerely,

Patrick Anderson  
Chief Patrick Anderson  
Clarendon Hills Police Department

# Village of Hinsdale

## RFP #1488

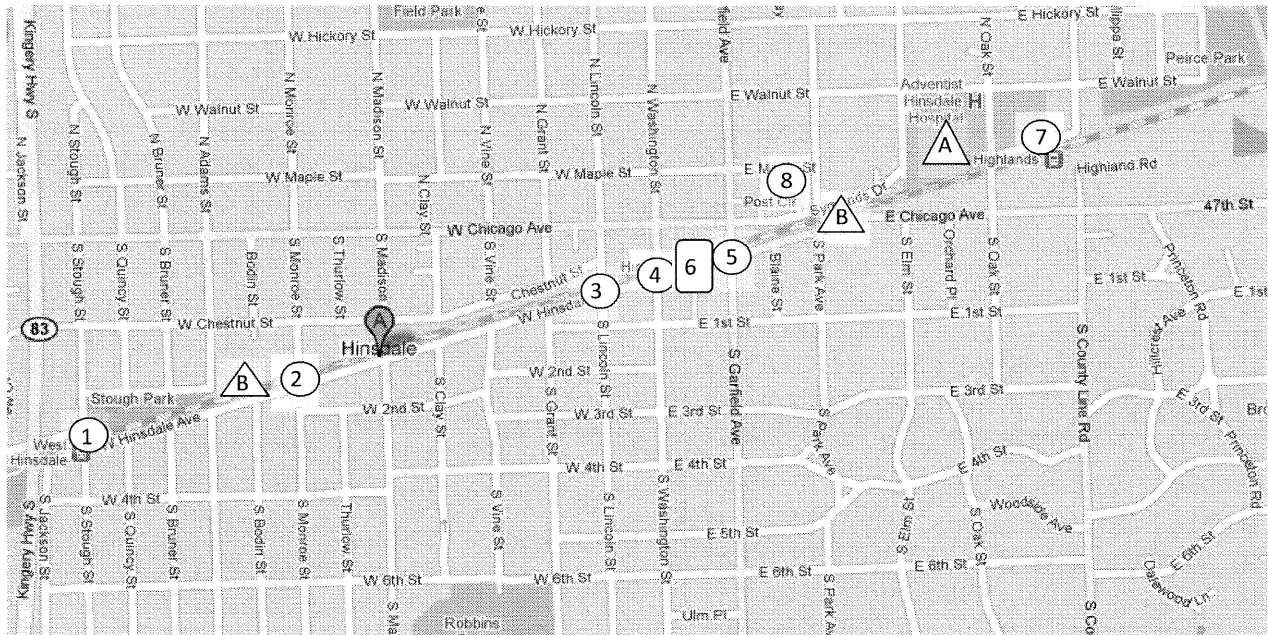
### Site Plan and Design

### *Wireless Mesh Video Surveillance*

**Assumptions:**

- Vendor will provide bucket truck and driver for field deployment
- Customer will acquire license for 4.9 GHz (public safety) frequency
- Vendor will hire electrician to conduct electrical connection and extensions where needed to obtain power.
- Vendor will be responsible for installation of poles or tower(s) where needed.
- Village of Hinsdale will submit for agreements as needed with utilities. The Vendor will be responsible for payment of permitting fees to secure right-of-way where deemed necessary. Preliminarily, the only site where securing right-of-way seems evident for securing line of sight is at the Monroe Street Grade Crossing. Permit fees for right-of-way installation is \$800 (per site) to Burlington Northern Santa Fe Railroad.

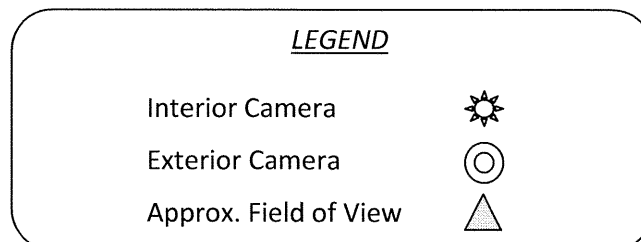
## PROJECT OVERVIEW WITH SITE MAPPING



Site Number	Location Description
1	West Hinsdale Train Station (Stough Crossing)
2	Monroe Street Crossing
3	Lincoln Street Crossing
4	Washington Street Crossing
5	Garfield Street Crossing
6	Main Hinsdale Train Station & Platform
7	Highlands Station
8	Hinsdale Police Department Injection Point

### ADDITIONAL ANCILLARY (IF NEEDED CONTINGENT UPON DESIGN)

- A. Adventist Hinsdale Hospital Smokestack
- B. Burlington Northern Railroad Signal Bridge



## WEST HINSDALE STATION (STOUGH CROSSING)



### Site # 1 – STOUGH CROSSING / STOUGH DEPOT

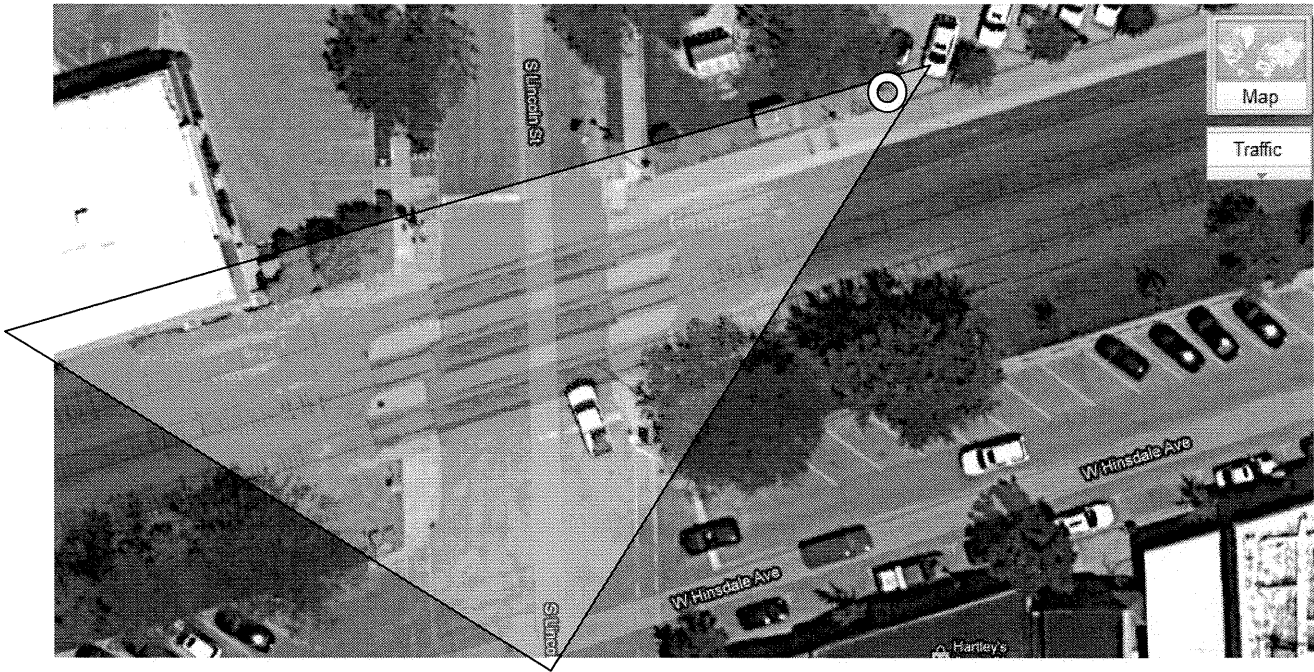
Qty	Item	Notes
TBD	External Camera, or cameras, to capture platform activity as highlighted on Diagram for this site as well as the grade crossing for Garfield Street.	Mounted to corner of Depot, or stand-alone decorative pole, with the intent to capture obstruction on the grade-crossing
1	Interior Fixed Camera	To capture activity within Depot

## MONROE CROSSING



Site # 2 – MONROE CROSSING		
Qty	Item	Notes
1	External Fixed Camera to monitor grade crossing.	Mounted to stand-alone decorative pole, with the intent to capture obstruction on the grade-crossing
1	Wireless Node	To be installed on same pole as used for External Fixed Camera
	<p>THERE IS CURRENTLY NO POWER AT THIS SITE.</p> <p>THIS SITE WILL REQUIRE COMED AGREEMENTS</p> <p>THIS SITE WILL POTENTIALLY REQUIRE BURLINGTON NORTHERN RXR RIGHT-OF-WAY APPROVAL FOR ACCESS AND INSTALLATION. ANTICIPATED PERMIT FEES OF APPROX. \$800 TO BE INCLUDED IN SCOPE OF THIS PROPOSAL.</p>	

## LINCOLN CROSSING

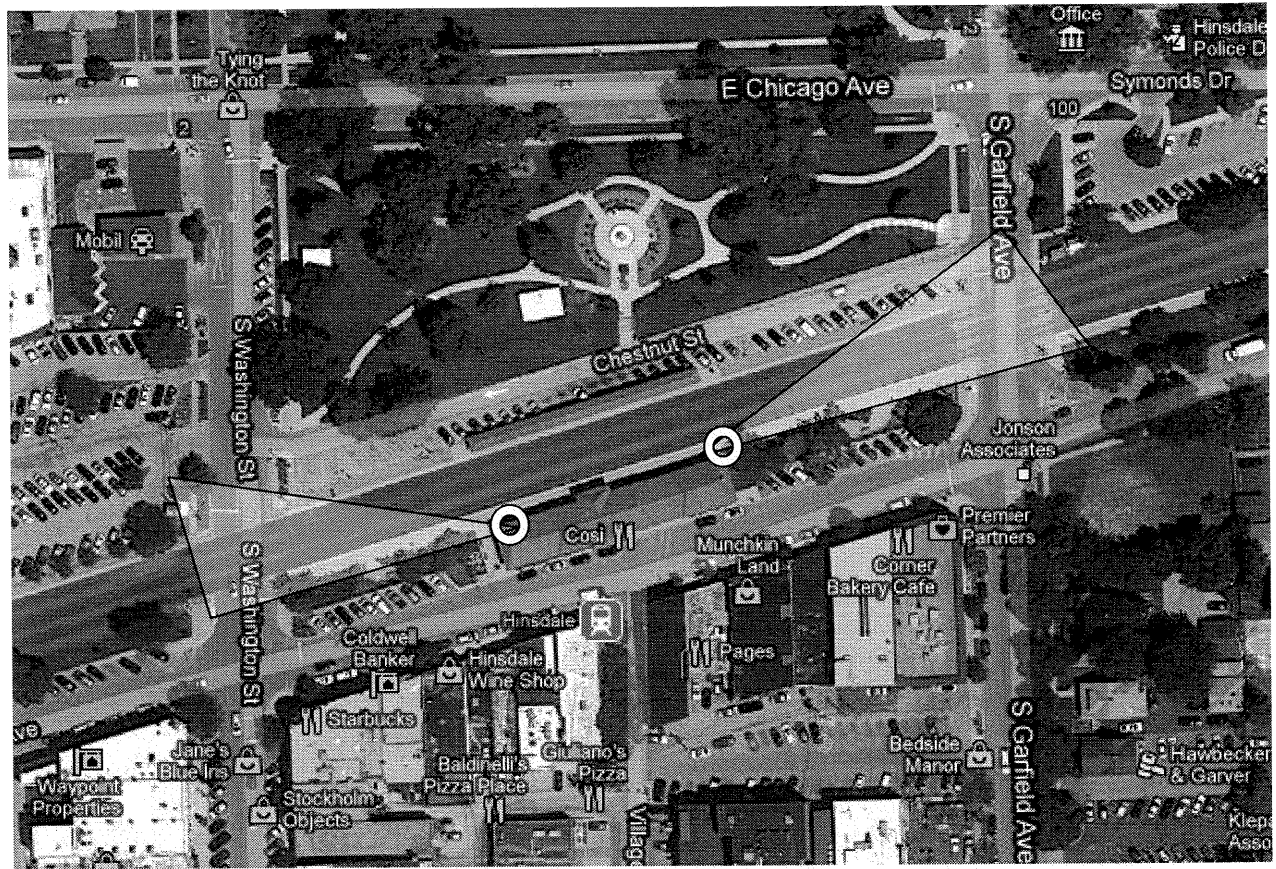


Site # 3 – LINCOLN CROSSING

Qty	Item	Notes
1	External Fixed Camera to monitor grade crossing.	Mounted to decorative pole or installation of new pole on Village Parkway as may be proposed
	THERE IS 24-HOUR POWER AVAILABLE FROM THE BLACK DECORATIVE LAMP POST ON THE SOUTHEAST CORNER OF THE GRADE CROSSING.	



## WASHINGTON & GARFIELD CROSSINGS



**Site # 4 – WASHINGTON CROSSING**

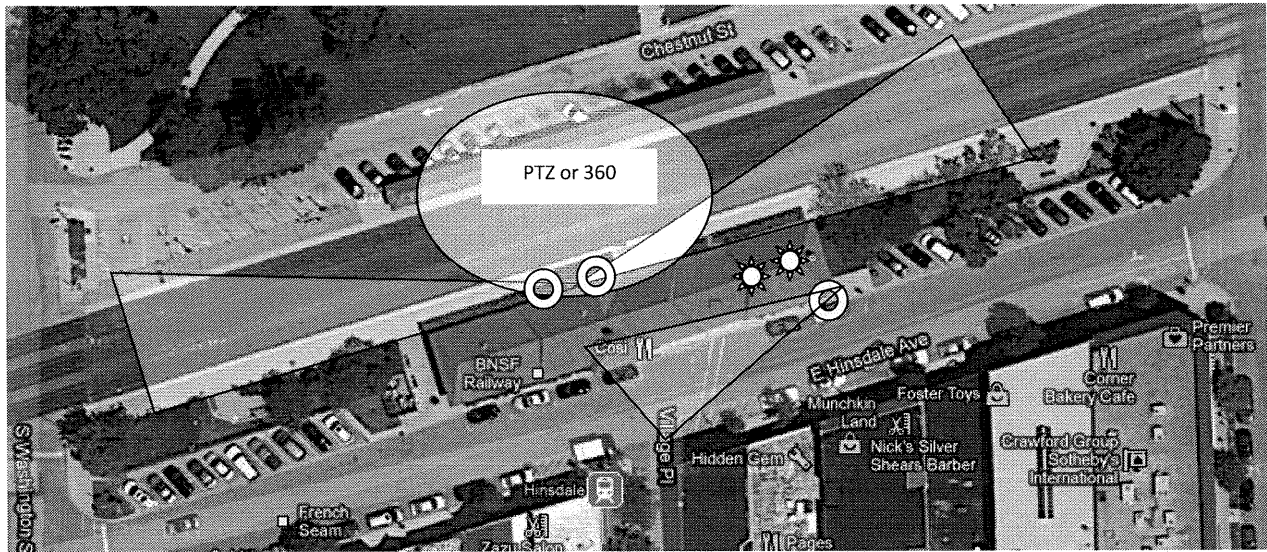
Qty	Item	Notes
1	External Fixed Camera to monitor grade crossing.	Hinsdale Train Depot building may be used utilized for this installation.

**Site # 5 – GARFIELD CROSSING**

Qty	Item	Notes
1	External Camera(s) to capture platform activity as highlighted on Diagram for this site as well as the grade crossing for Garfield Street.	
1	Wireless Node (as needed based upon project design)	

## MAIN HINSDALE TRAIN STATION PLATFORM

P

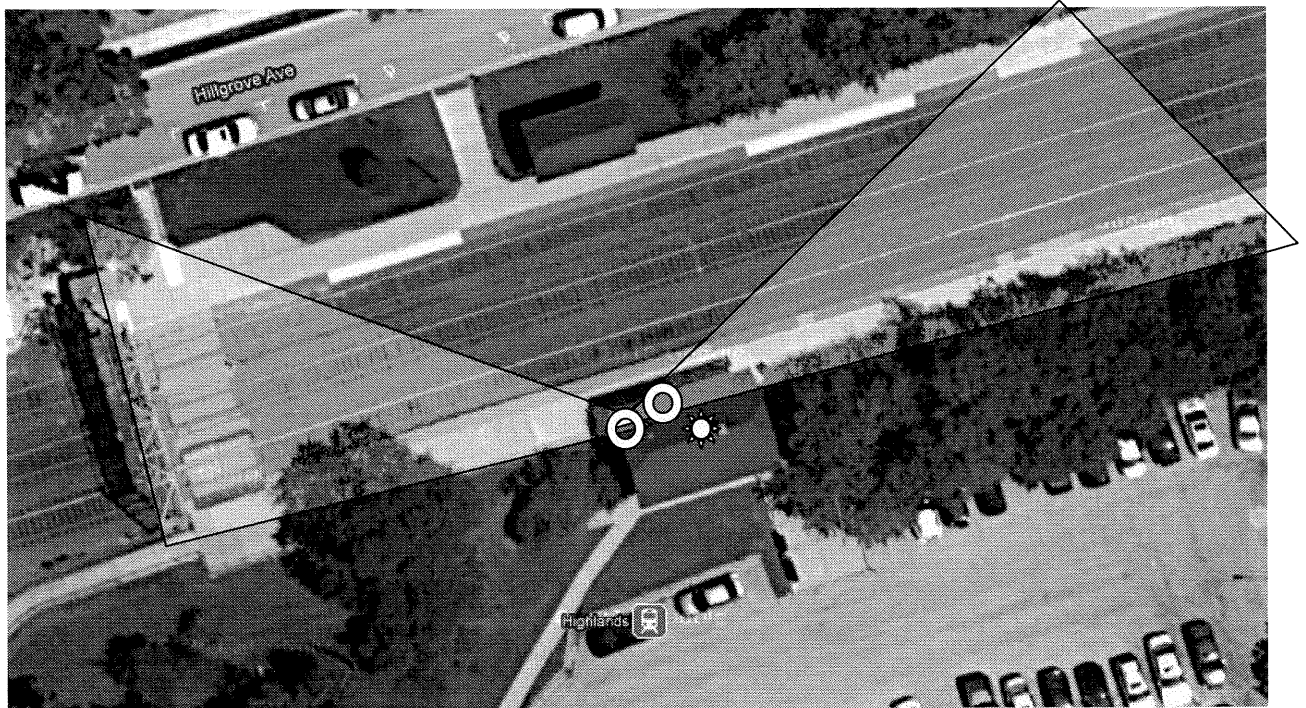


### Site # 6 – MAIN HINSDALE DEPOT AND PLATFORM

Qty	Item	Notes
TBD	<p>External Camera, or cameras, to capture platform activity as highlighted on Diagram for this site.</p> <p><b>** It is the desire to also install one external camera on the SOUTH side of the building to monitor activity on SOUTH side of the building</b></p>	<p>To be mounted in center of the north side of the building to monitor activity on the platform</p>
2	Interior fixed camera	To be mounted in the interior of the depot
	<b>** CAT5 installation to be performed by vendor **</b>	
	<b>** Electrical connections to be performed by vendor **</b>	
	<p>THIS IS A VILLAGE OF HINSDALE OWNED STRUCTURE (BOTH THE TRAIN STATION AND COSI'S).</p> <p>POWER IS AVAILABLE ON 24-HR CIRCUIT</p>	



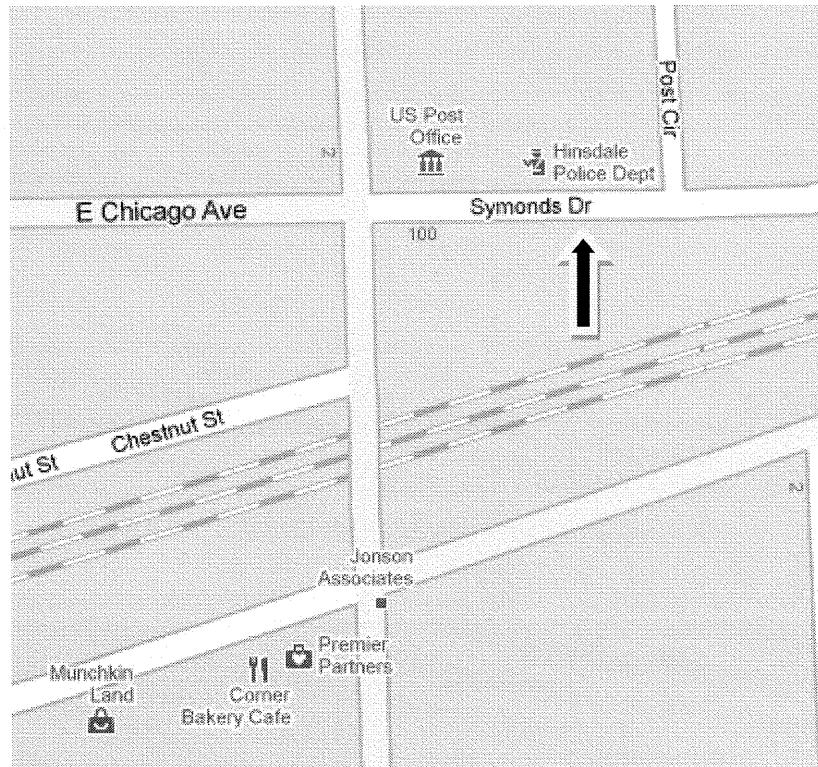
## HIGHLAND STATION PEDESTRIAN CROSSING



Site # 7 – HIGHLAND DEPOT / PEDESTRIAN CROSSING

Qty	Item	Notes
TBD	External Camera, or cameras, to capture platform activity as highlighted on Diagram for this site as well as the grade crossing for Garfield Street.	To monitor activity on platform and pedestrian crossing
1	Interior Fixed Camera	
	THIS IS A VILLAGE OF HINSDALE OWNED STRUCTURE. POWER IS AVAILABLE ON 24-HR CIRCUIT AT THE HUT ON THE SOUTH SIDE OF THE TRACKS	

## HINSDALE POLICE DEPARTMENT (INJECTION POINT)



Site #8 – POLICE DEPARTMENT		
Qty	Item	Notes
1	CPU for Video Network Management	To be configured, connected, and training provided on-site by vendor
1	Video Display Monitor – 42" Flat Panel Display	To be installed by VOH
	** This site will be the main injection/viewing site **	
	** VOH to provide Ethernet connectivity to switch **	

## ADDITIONAL ANCILLARY SITES

IT IS THE DESIRE OF THE VILLAGE OF HINSDALE TO UTILIZE ONLY VILLAGE OF HINSDALE PROPERTY FOR THE INSTALLATION OF WIRELESS NODES, POLES, TOWERS, ETC. HOWEVER, IT IS UNDERSTOOD THAT ALTERNATIVE METHODS NEED CONSIDERATION.

THE FOLLOWING ARE CITED AS POTENTIAL ANCILLARY SITES SHOULD PROPERTIES CURRENTLY AVAILABLE ON VILLAGE OF HINSDALE PROPERTY NOT MEET THE LINE-OF-SITE DEMANDS OF SUCH A NETWORK.

1. ADVENTIST HINSDALE HOSPITAL SMOKESTACK (located near the Oak Street bridge and Burlington Northern Railroad tracks):

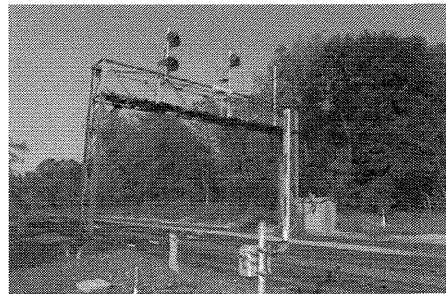
The Village of Hinsdale has engaged in preliminary discussions with Adventist Hinsdale Hospital regarding the potential use and/or need for a smokestack they currently utilize for lease to wireless telecommunications companies. This may be a candidate site for a wireless mesh node installation.

Additional research needs to take place with the Adventist Hinsdale Hospital Buildings Coordinator and telecommunications companies currently leasing the smokestack. A preliminary concern identified has been interference that may be caused to the other leased providers, as well as maintenance limitations due to limited access and need for crane operators or tower climbers.



2. BURLINGTON NORTHERN RAILROAD SIGNAL BRIDGES (located at Park Street pedestrian crossing & BNRR, and a second bridge located at Monroe Street crossing)

Discussions have been in place to secure permission for the installation of a wireless node and fixed camera. BNRR permitting would be required, \$800 permit fee per signal bridge. BNRR requires contractor to make installations upon completing online safety training.



A challenge at these sites are access to power supply, which needs to be researched further. Additional limitations will apply for routine maintenance and the scheduling of BNRR personnel to be on-site during maintenance operations as needed.



March 3, 2011

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

**RE: RESPONSE TO RFP**

**WIRELESS MESH VIDEO SURVEILLANCE**

Federal Signal Corporation (FSC) is pleased to respond to your Request for Proposal (RFP) for Wireless Mesh Video Surveillance Bid #1488, and we appreciate the opportunity to submit this response. We have reviewed the RFP and understand the requirements and objectives outlined by the Village of Hinsdale for this project, and have taken care to develop this response with the Village of Hinsdale's goals and needs in mind.

As a market leading, engineering-focused manufacturer and system integrator providing safety and security system solutions for the public safety market, Federal Signal takes its role of providing security and well being to communities very seriously. With continuing operations dating back to 1901, and as a publicly traded firm on the NYSE-(FSS), Federal Signal brings significant expertise, experience, financial stability, and advanced technologies as part of this response. In addition, we are a local firm utilizing local resources based in Oakbrook, IL and University Park, IL, which we believe will provide the Village of Hinsdale with system and product support after the solution is deployed.

Federal Signal has proposed a Wireless Broadband Data Communication System for the Hinsdale, Illinois that includes equipment, installation, and optimization of the network. Federal Signal has proposed Strix Systems' Mesh technology, OnSSI's Video Management system, Axis and Sony cameras. The proposed design is fully compatible with Village of Clarendon Hills network and shall allow both jurisdictions to interoperate providing them with more coverage.

Partnering with our customers to establish and sustain a relationship which leverages previous public safety investments while enhancing those capabilities with new technologies and on-going system support is standard operating practice for Federal Signal. Further, we are excited about this solution and trust you will find our response to effectively showcase our experience, capabilities, and an advanced technical solution to satisfy the needs and meet the requirements for the Village of Hinsdale public safety users.

We look forward to being a working partner with Village of Hinsdale. If you have any questions regarding the enclosed proposal, please contact Nirmal Chudgar, Manager – System Integration



FEDERAL SIGNAL  
Safety and Security Systems

2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
alertnotification.com

*Advancing security and well-being.*

& Implementations at [nchudgar@fedsig.com](mailto:nchudgar@fedsig.com); P: 708.534.4893 / 1.800.548.7229; C:  
312.613.2225; Fax: 708.534.4853

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt B. Brady'.

Matt B. Brady  
Vice President of Sales  
Federal Signal Corporation



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (847) 953-5390
<b>INSURED</b> Federal Signal Corporation 2645 Federal Signal Drive University Park IL 60466 USA	<b>E-MAIL ADDRESS:</b>	
	<b>PRODUCER CUSTOMER ID #:</b> 10224264	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	<b>NAIC #</b> 19445
	<b>INSURER B:</b> RSUI Indemnity Company	22314
	<b>INSURER C:</b> Endurance American Specialty Ins Co.	41718
<b>INSURER D:</b> New Hampshire Ins Co	23841	
<b>INSURER E:</b> Insurance Company of the State of PA	19429	
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570041704800**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL4361032	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL Premise	11/01/2010	11/01/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL4361033			MED EXP (Any one person) \$10,000
				GL Products			PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$6,000,000
							Prod-Comp/Ops - Ea Occur \$3,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			CA3976728	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	11/01/2010	11/01/2011	BODILY INJURY (Per person)
	ALL OWNED AUTOS			CA3976729	11/01/2010	11/01/2011	BODILY INJURY (Per accident)
A	SCHEDULED AUTOS			MA	11/01/2010	11/01/2011	PROPERTY DAMAGE (Per accident)
	HIRED AUTOS			CA3976730			
	NON OWNED AUTOS			VA			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		NHN054539	11/01/2010	11/01/2011	EACH OCCURRENCE \$2,000,000
	EXCESS LIAB	CLAIMS-MADE		SIR applies per policy terms & conditions			AGGREGATE \$2,000,000
	DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC026149857	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	AOS	11/01/2010	11/01/2011	E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC026149863			E.L. DISEASE-EA EMPLOYEE \$500,000
				WA, WI			E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 570041704800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid to install City-wide wireless broadband surveillance cameras.

**CERTIFICATE HOLDER****CANCELLATION**Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale IL 60521 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central Inc.*

**Attachment to ACORD Certificate for** Federal Signal Corporation

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

Federal Signal Corporation  
2645 Federal Signal Drive  
University Park IL 60466 USA

INSURER

INSURER

INSURER

INSURER

INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A		WC026149862 MA, NY	11/01/2010	11/01/2011		
E		N/A		WC026149860 OR	11/01/2010	11/01/2011		
D		N/A		WC026149861 FL	11/01/2010	11/01/2011		
D		N/A		WC026149859 TX	11/01/2010	11/01/2011		
D		N/A		WC026149858 CA	11/01/2010	11/01/2011		

Certificate No : 570041704800

# SCOPE OF SERVICES (5.3)

## 1.1 PROJECT OVERVIEW

Village of Hinsdale, Illinois has requested a proposal for Wireless Mesh Video Surveillance under bid # 1488. In response to this request, Federal Signal has proposed a solution to provide video surveillance and broadband access in the vicinity of Metra train stations and railway crossings. The proposed system is fully capable of being interoperable with Clarendon Hills mesh network.

Additional information regarding the proposed Mesh technology and video management system is included in section "Technology Overview".

### Assumptions, Exceptions and Clarifications

- Federal Signal assumes that each location is grounded as per NEC and locally mandated electrical code.
- Customer is responsible to acquire license for the 4.9 GHz (public safety) frequency spectrum.
- This proposal does not include integration of existing camera system into the proposed system.
- The proposed network management system does not have the capability to monitor subscriber devices.
- Federal Signal will only provide two (2) PCMCIA cards and include a magnetic mount antenna kit as opposed to the requirement of (10) PCMCIA cards in the RFP.
- 
- The proposed Strix system currently does not support ad-hoc capability. For peer-to-peer connectivity, it is the function of the subscriber devices.
- The proposed design does not include any tower/pole installation. *How Accomplish Height?*
- Based on the information provided by VOH, the proposed design doesn't require Burlington Northern RXR Right-of-way approval. During implementation if this information is deemed incorrect, Federal Signal will provide a change order to capture the permit fees and onsite supervision fees from Burlington Northern.
- This proposal has included one camera at a swimming pool location to support the video capture at Hinsdale/Monroe railway crossing. Federal Signal has assumed that one camera will capture the video. During implementation should that the assumption be deemed incorrect, Federal Signal will provide an additional quote to add a camera and a Strix access point at the crossing.

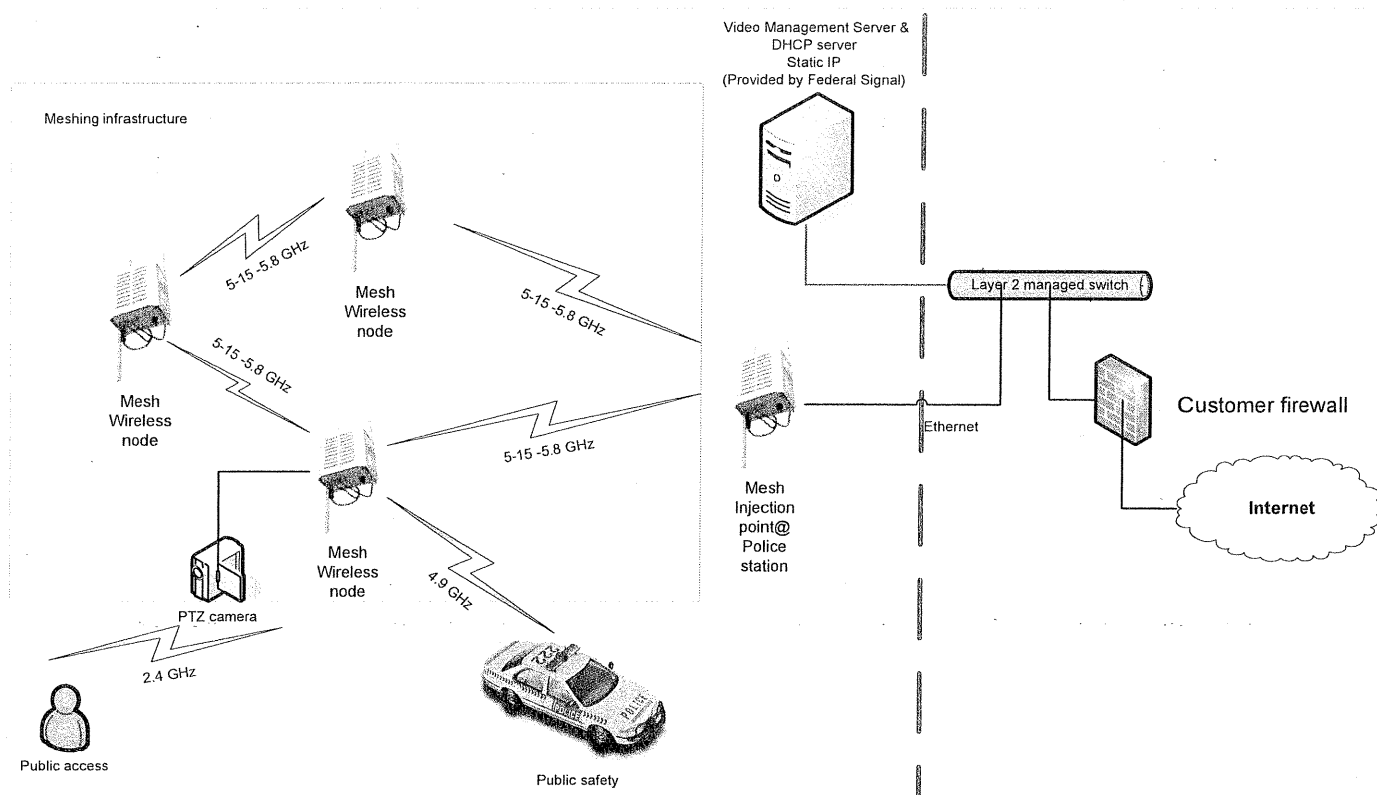


## **1.2 SYSTEM ARCHITECTURE**

Federal Signal is proposing a Wireless Broadband Data Communication System for the Hinsdale, Illinois that includes equipment, installation, and optimization of the network. Federal Signal has proposed Strix Systems' Mesh technology, OnSSI's Video Management system, Axis and Sony cameras. The network consists of the following components and capabilities which is divided on per-site basis:

- One (1) Injection point with antenna kits
- Three (3) triple board Mesh nodes with antenna kits
- Three (3) single board Mesh nodes with antenna kits
- One (1) Network server board
- Nine (9) IP based outdoor rated fixed camera
- Two (2) IP based outdoor rated PTZ camera
- Four (4) IP based indoor fixed camera
- One (1) Digital video recorder with storage drive
- Two (2) PCMCIA based wireless cards with magnetic mount antenna

## 1.2.1 Mesh Network

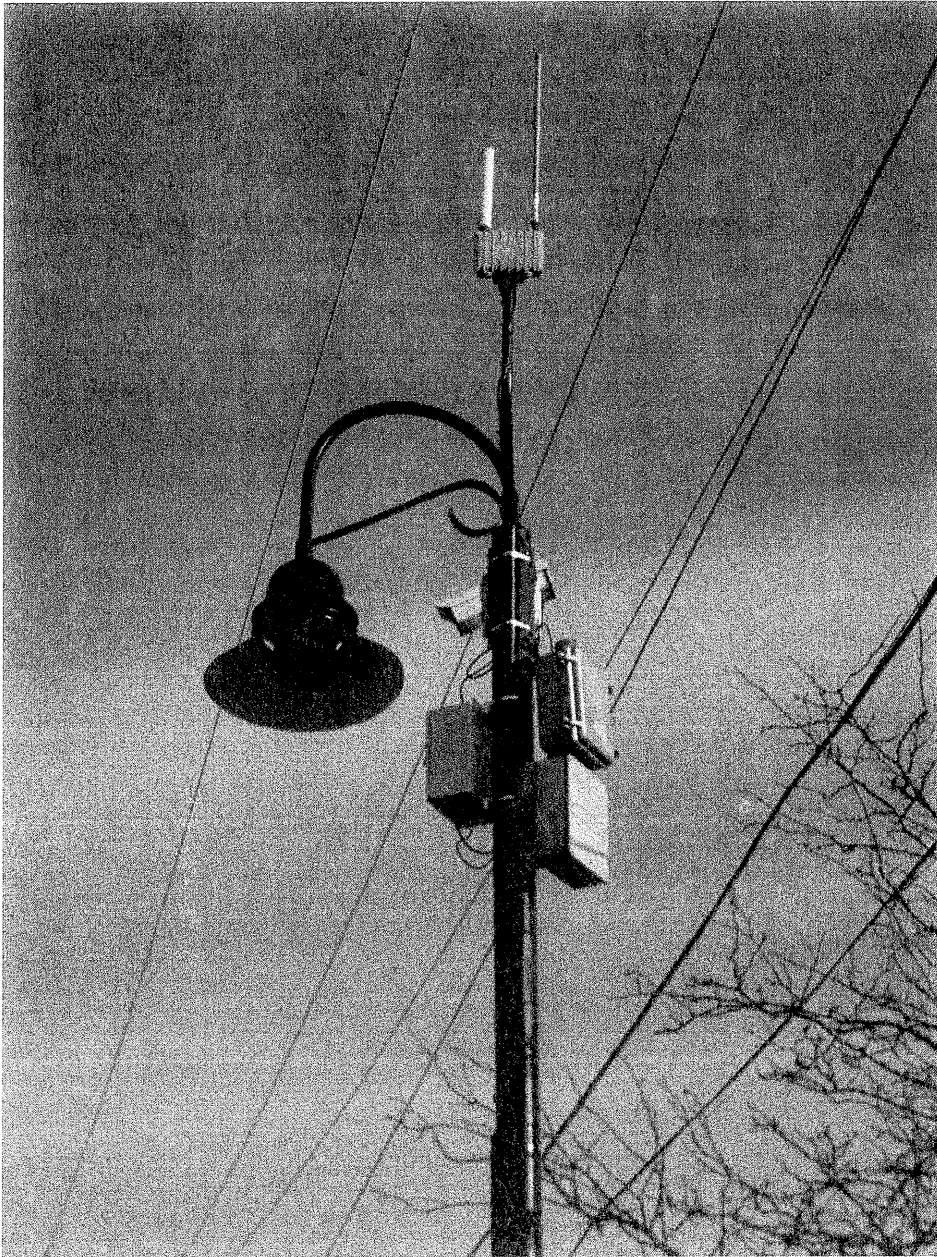


**Figure 1:** Preliminary network lay-out

This indicates Federal Signal's typical Strix access point installation with a PTZ camera. The antenna model will be customized upon the location and its distance with reference to the injection point.



*Figure 2: Typical installation with Strix OWS 2400*

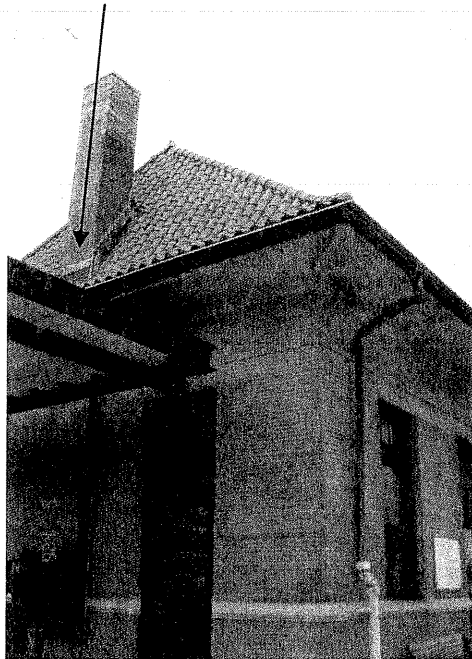


**Figure 3:** Typical installation with Strix HSX10

## 1.2.2 Site list

Site No.	Location	Design notes	Customer responsibility
8A	121 Symonds Drive/Police Dept	<p><b>Mesh type</b> - Strix OWS 2400-31 (Injection point with Network Server card).</p> <p><b>Backhaul</b> – One panel (facing the Main train station) antenna &amp; one panel (facing Highlands station)</p> <p><b>Client</b> – One (1) 2.4 GHz omni antenna; One (1) 4.9 GHz omni antenna &amp; 4.9 GHz omni</p> <p><b>Mount type:</b></p> <p>Option 1: Non penetrating roof mount</p> <p>Run appx 150 feet Ethernet cable and terminate into a Layer 2 switch.</p> <p>Coverage expectation:</p> <p>Provide BackHaul to the hospital chimney and possibly the Main train station AP.</p>	

4,5  
6 Main train station



**Mesh type - Strix OWS 2400-31 (Wireless node with 4.9 GHz radio)**

- **Backhaul** – Panel antenna pointing to Site 8 and sector antenna pointing towards Site 2

- **Client** – 2.4 GHz & 4.9 GHz omni

**Mount type:**

Mast on a chimney

### Video Surveillance

Option 1:

One (1) external PTZ camera

Two (2) interior fixed cameras


Two (2) outdoor fixed cameras

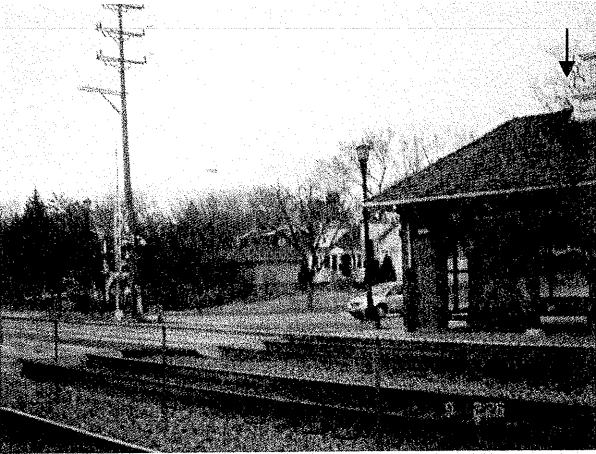

Mounting type: Design a custom mount for the PTZ camera in order to view the platform of the train station

- This location requires a 8-port Layer 2 switch.


Two (2) outdoor fixed cameras; one pointing towards Washington street; and one pointing towards Garfield street

Note: This site does not include a camera on the south side of Cusi.

<p>3</p>	<p>Lincoln street crossing</p> 	<p><b>Mesh type – Strix HSX10</b> (Wireless node)</p> <p><b>Backhaul – 5.X GHz</b> panel</p> <p><b>Client – 2.4 GHz</b> Omni</p> <p><b>Mount type:</b></p> <p>Decorative pole -Custom stand-off mount and should be black color coated</p> <p><b><u>Video Surveillance</u></b></p> <p>One (1) outdoor rated fixed camera</p>	<p>- Provide continuous AC power within six feet of the access point</p> <p>- Provide bucket truck</p>
<p>2</p>	<p>Hinsdale swimming pool (supporting Hinsdale/Monroe)</p>	<p><b>Mesh type - Strix OWS 2400-31</b> ( Wireless node with 4.9 GHz radio)</p> <p><b>Backhaul – 23dBi</b> panel facing the Main train station; sector antenna facing Hinsdale/Stough Ave</p> <p><b>Client – 2.4 GHz &amp; 4.9 GHz</b> omni</p> <p><b>Mount type:</b></p> <p>TBD</p> <p><b><u>Video Surveillance</u></b></p> <p>One (1) fixed camera on a goose-neck mount focused on Hinsdale/Monroe. It requires a long distance focal lens</p>	<p>- Provide continuous AC power within six feet of the access point</p> <p>- Provide bucket truck</p>

1	<p>Hinsdale Ave/Stough Ave</p> 	<p><b>Mesh type – Strix HSX10</b> (Wireless node)</p> <p><b>Backhaul – 5.X GHz panel</b></p> <p><b>Client – 2.4 GHz Omni__-</b> <b>Backhaul – Panel for egress and omni for ingress</b></p> <p>-</p> <p><b>Mount type:</b> Mast on a chimney</p> <p><b><u>Video Surveillance</u></b></p> <p>Two (2) outdoor rated fixed camera</p> <p>One (1) interior fixed camera</p> <p>- This location requires a 4-port Layer 2 switch</p>	<p>- Provide continuous AC power within six feet of the access point</p> <p>- Provide bucket truck</p>
8B	<p>Hinsdale Police Dept (interior)</p> 	<p>- 42 inch LCD monitor (indicated in the picture)</p> <p>- One Dell server</p>	<p>Customer shall install the LCD monitor</p>



7	<p>Highlands train station</p> 	<p><b>Mesh type – Strix HSX10</b> (Wireless node)</p> <p><b>Backhaul – Sector antennas</b></p> <p><b>Client – 2.4 GHz omni</b></p> <p><b>Mount type:</b> On a chimney with a 6 foot-mast.</p> <p><b><u>Video Surveillance</u></b></p> <p>Two (2) outdoor rated fixed cameras</p> <p>One (1) interior fixed camera</p> <p>- This location requires a 4-port Layer 2 switch</p>	
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### 1.2.3 Video Management system

Federal Signal has proposed OnSSI's NetDVMS Video management system. The proposed video management system supports web client for viewing the cameras so there is no software licenses involved at an end user level. The video storage is provided with an assumption of 15 cameras being recorded for 7 days with 15 frames per second, CIF resolution, H.264 compression and with a typical 30% activity level in camera's field of view.

## 1.2.4 Network security

The proposed mesh technology is a tri-band radio that provides 2.4 GHz client access in the unlicensed spectrum, 4.9 GHz client access in the public safety licensed spectrum, and 5.X GHz backhaul connectivity among the mesh nodes. The 4.9 GHz spectrum only permits Line of Sight connectivity due to higher frequency band and low power radio (mandated by FCC). Typically, with a 4dBi external antenna on a vehicle broadband coverage is achieved within quarter mile radius of the access point. The Strix mesh technology supports upto 16 VLANs. The backhaul links are encrypted with AES algorithm and the 2.4 GHz and 4.9 GHz link supports 802.11i and AES-152 bit encryption.

## 1.3 PROPOSED SOFTWARE AND COMPUTING ENVIRONMENT (5.4)

### 1.3.1 Technology Architecture

Strix network management system is a browser-based plugin module that requires Microsoft's Internet Explorer. Strix meshing architecture is based on a Layer-2 bridging, the computer which hosts the Strix Access/One® shall be on the same broadcasting domain of the Strix mesh nodes. NetDVMS server hardware configuration is driven multiple factors including number of cameras, bandwidth utilization, recording requirements. Proposed design requires a server with atleast Intel Core 2 Duo Processor 2.66GHz 1066MHz FSB, 4 GB RAM, and 350 GB storage.

#### Strix Systems

Strix Access/One® Network is a coherent multi-radio, multi-channel and multi-RF structured wireless mesh networking system that brings extended range, carrier-class comprehensive management and enhanced security to large scale country, county, metropolitan, and regional networks as well as smaller rural town, MDU and campus networks. Strix Access/One Network enables the deployment of 802.11 networks across countries, large urban areas, rural counties and entire regions—ideal for government agencies, public utility and transportation providers, and mobile users who want uninterrupted service on a citywide basis. In addition to 802.11a/b/g support, Strix offers 4.9 GHz for public safety network use in the US, 802.11j, 4.9 GHz for wireless backhaul capability in the US and other areas where 5 GHz is not possible and future availability of WiMAX for fixed and mobile use worldwide. Unlike traditional access points that offer limited coverage within predefined hot spots, or single radio/single RF mesh solutions that won't scale, Access/One Network provisions wireless hot zones that can extend over hundreds or thousands of square miles. Not an access point, but a fully integrated and coherent wireless network infrastructure that delivers intelligence, scalability, security and unrivaled performance to the outdoor environment.

**StrixSYSTEMS**  
Networks Without Wires

Industry Leading Technology

- Industry's only Modular System - Scalability & Future Proof
- 3<sup>rd</sup> Gen. Mesh Multi-Radio Layer 2 Packet Switched Architecture
- Largest Capacity (6 radio per node)
- Lowest Latency (0 to 2 milliseconds)
- Unparalleled User Density (768 users per node)
- Highest Performance (35 Mbps over any hops)
- Voice/Video Optimized (QoS Provisioning)
- Mobility (roaming up to 200 MPH)
- Flexibility (Any antenna technologies)
- Lowest CAPEX & OPEX (~\$1,000/radio MSRP)

Strix Dynamic Mesh Architecture (DMA) & Network Management

Residential CPE: EWS-1xx

2.4Ghz, 5Ghz, 4.9Ghz, WiMAX & latest technologies

plug-in up to 6 Radios

Modular chassis-based systems & components

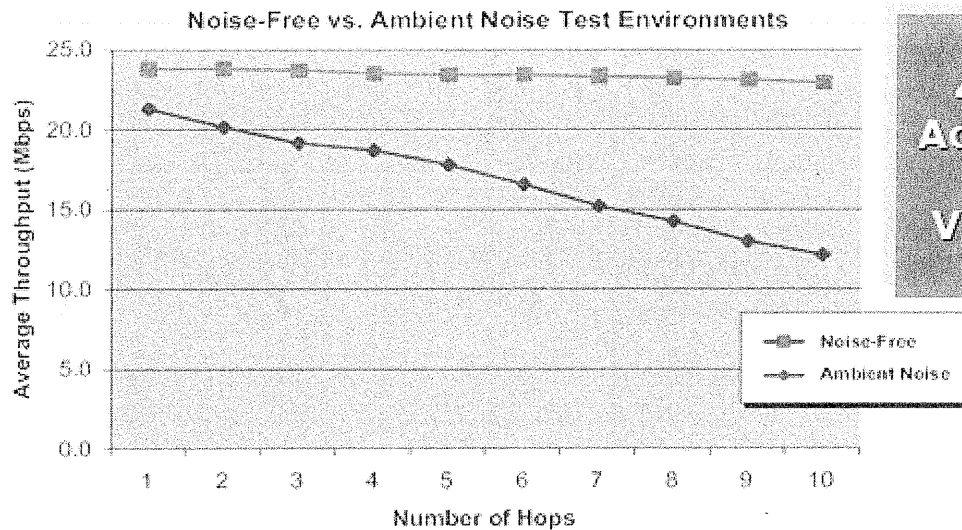
Indoor platform w/ snap-together modules

Strix structured wireless mesh networks deliver unparalleled scalability and performance—the Internet is a good example of a large distributed mesh architecture at work, although its infrastructure is primarily wired. By eliminating the need for physical wires and switches, the mesh approach to networking becomes accessible to public and private networks that cover large geographic areas and that require the freedom to extend and enhance their infrastructure quickly and economically. But a wireless mesh solution is only as good as its ability to fit seamlessly with existing networking standards, like Ethernet. Without this capability any wireless mesh network will be isolated and impractical. Access/One Network is fully interoperable with all Ethernet switching and routing protocols, including VPN tunnels, VLAN's, OSPF, RIP, Multicast, etc. The Strix Dynamic Mesh Architecture™ and topology is inherently reliable and secure, and can be extended easily from a few nodes to include thousands of nodes, making it an ideal solution for applications with large geographic footprints (towns and cities) and for applications in motion—public transit systems and emergency services (police, fire, ambulance).

Strix Access/One Network enables units with the network to communicate with each other and perform intelligent tasks and analysis, ensuring that the network's performance is always at its peak. But if problems do arise, the system has the remarkable ability to “tune” and “heal” itself instead of breaking down. There's no single point of failure. Each unit is fully aware of its neighbor and, in the event of an adjacent unit's failure or overload, will redirect user traffic. Although the intelligence of the network is distributed, network security parameters, monitoring rules, and system upgrades can be conveniently controlled from one location. Customers can now benefit from a wireless system that satisfies the multiple conflicting demands of redundancy, distributed communications, flexibility and reliability.

The Strix Access/One Network is designed and architected for high performance. Strix has spent extensive time in testing actual throughput in controlled and non-controlled environments across multiple linear wireless hops. As a result of these tests, the results, findings and architectural differentiators over competitive offerings is published in the form of a whitepaper and downloadable from Strix's website at:  
[http://www.strixsystems.com/products/datasheets/StrixWhitepaper\\_Multihop.pdf](http://www.strixsystems.com/products/datasheets/StrixWhitepaper_Multihop.pdf)

Network Throughput Capacity (Mbps)	Number of Hops									
	1	2	3	4	5	6	7	8	9	10
Noise-Free	23.80	23.80	23.70	23.50	23.40	23.40	23.30	23.20	23.10	22.90
Ambient Noise	21.30	20.15	19.15	18.70	17.80	16.55	15.20	14.25	13.00	12.15



**Less than 20-40ms Latency Across 10 Hops – Suitable For Voice and Video Applications**

## NetDVMS

NetDVMS is OnSSI's market-leading multi-site/multi-server Network Video Recorder and Camera Management Platform, featuring extensive live video, archive and event management, powerful investigation tools, and multiple video clients to assure the delivery of video from any camera to any user –anytime, anywhere. NetDVMS is a key component in the OnSSI Platform, a comprehensive IP Video Surveillance software solution geared toward automated event detection and intelligent video delivery through convergence with physical security systems and advanced content analytics.

**The Power of IP-Based Video Surveillance** IP-Based surveillance means that cameras can be securely monitored, recorded, administered and accessed from any authorized workstation or portable device within the local network or over the Internet. With NetDVMS, the most powerful IP-based solution by far, OnSSI has established its leadership in the new era of surveillance management systems.

**Features. Simplicity. Flexibility.** Position any number of PTZ cameras anywhere on the network, wired or wireless, without the need for video matrixes, multiplexers or switches. Full resolution images from any or all cameras can be recorded and stored to any location on the network. Cameras can be accessed and controlled using a wide range of clients - from handheld (NetPDA & NetCell) and web-based to the advanced NetGuard-EVS remote client and the NetSwitcher virtual video matrix. Powerful investigation

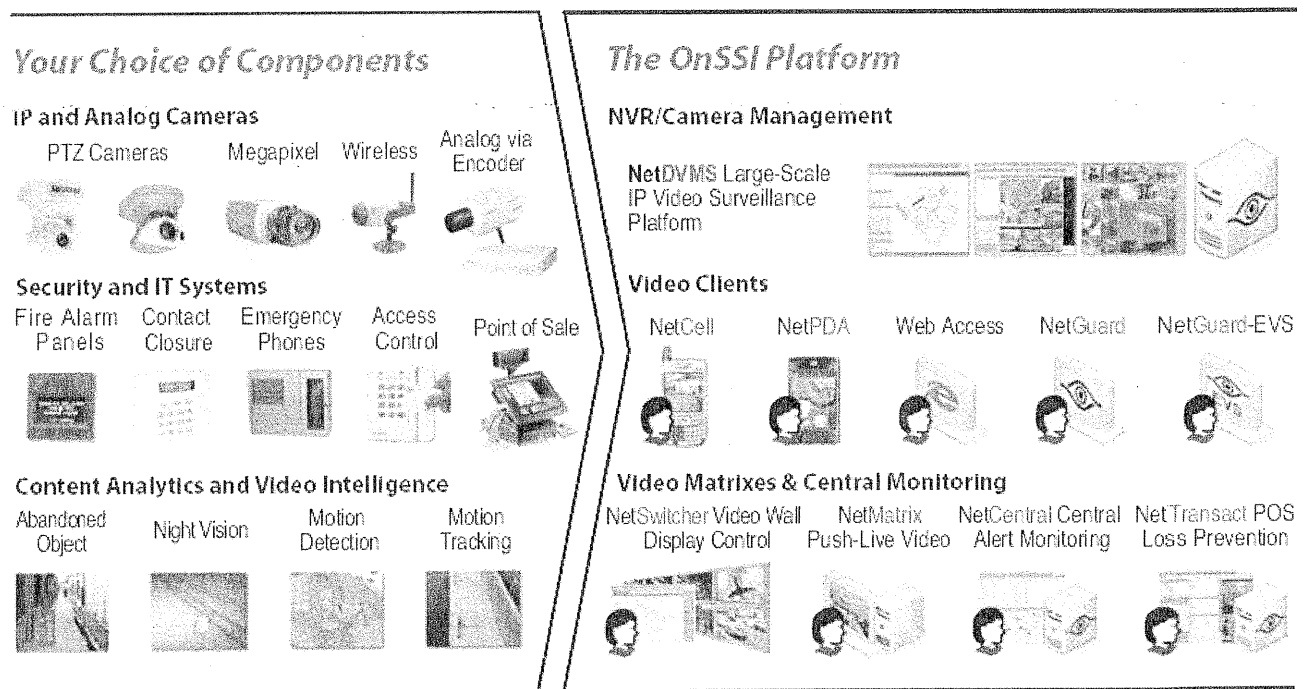
tools, including digital PTZ into recorded images and time-synchronized playback of video from multipleservers and sites enable accurate and efficient examination of events and exceptions.

**Intelligence and Automation** Automated event detection and video delivery tools, right out of the box,

make NetDVMS the ideal – and most cost-effective – video platform for large-scale, multi-site/multi-serversystems. Blank Screen Monitoring enables operating a large number of cameras by few operators, through delivering meaningful video only, thus saving on manpower; and with Push Video, video of events will automatically or manually (peer-to-peer) appear on any user's PC monitor, anywhere on the network. In addition, dedicated content analytics modules can be seamlessly integrated for directional motion detection, no-motion detection, crowd behavior and more.

**Universal Camera Support** NetDVMS supports practically every IP camera and encoder by all leading manufacturers, as well as all popular video formats - giving you the most flexibility in camera selection.

Choose the IP cameras that are right for the job, including HD/Megapixel, 360-degree and specialty cameras, or retrofit your existing analog cameras using video encoders.



**Uncompromising Distributed Access to Video** NetDVMS serves as a gateway to multiple video clients. OnSSI's intuitive map-driven remote client, NetGuard-EVS, provides access to multiple cameras from multiple NetDVMS servers. Multi-grid view-sets and static or active-HTML map-driven interfaces allow instant access to view-sets or cameras. NetGuard-EVS enables multiple screen display, video on alarm, carousel display, Alert View and hotspot functionalities. Any number of Alert View windows can be assigned in the video grid, for receiving Push Video on event; and video from any camera can be manually pushed to other NetGuard-EVS clients, NetMatrix Viewers or NetSwitcher displays, directly from NetGuard-EVS. Powerful investigation tools include time-synchronous video viewing and playback,

motion smart search, event generation, and digital PTZ into playback. The NetGuard Client offers effective remote access from any location, with no software download required –ideal for law enforcement or casual access to cameras. NetPDA and NetCell are WiFi and smartphone cellular-enabled portable clients, providing access to live and recorded video, including full PTZ control, while

on the move. Finally, NetSwitcher, OnSSI's innovative virtual video matrix switch (optional), enables sending any camera stream to any video wall display monitor or PC screen, on or off premises, with advanced investigation capabilities and shared management of content analytics-generated events.

All of OnSSI's remote access solutions incorporate a multi-tiered access authorization scheme. Specific cameras and functions can be assigned or restricted for use by specific users by the system administrator.

## **Axis cameras**

Federal Signal has proposed P1343E for fixed cameras that are deployed outdoors.

AXIS P13 Network Camera Series comprises of indoor and outdoor-ready fixed cameras that deliver image quality with H.264 compression and are ideal for high-performance surveillance in any indoor or outdoor environment. AXIS P13 cameras support Power over Ethernet (PoE) for easy installation. The outdoor-ready models operate using PoE and High PoE in temperatures from -40 °C to 50 °C (-40 °F to 122 °F).

Federal Signal has proposed M3113R fixed cameras that are deployed indoors.

The rugged and discreet AXIS M31-R cameras have protection against dust and water, and can withstand tough conditions such as vibrations, shocks, bumps and temperature fluctuations. In addition, the cameras' active tampering alarm can detect tampering attempts such as blocking or spray-painting. The series includes AXIS M3113-R cameras with SVGA resolution and AXIS M3114-R cameras, which can stream 1 megapixel, as well as HDTV 720p, at full frame rate.

The cameras are specially adapted to respond quickly to changes in light levels, ensuring that high image quality is maintained. In addition, the use of progressive scan enables the cameras to show moving objects without distortion. AXIS M31-R cameras can provide multiple H.264 and Motion JPEG streams simultaneously. H.264 compression greatly optimizes bandwidth and storage without compromising image quality.

## **Sony cameras**

Federal Signal has proposed Sony SNC-RX570 PTZ cameras. The SNC-RX570 is Sony's flagship Network Camera with several advanced features. It also has the capability to locally store a video on an off the shelf SD card. It supports H.264 compression algorithm along with MPEG4 and it has 36X optical zoom with wide temperature range.

For example, it is particularly suited for use in high-contrast environments thanks to Sony's DynaView technology, which helps to reproduce clear and accurate images no matter what the lighting conditions. It also features a new digital signal processing (DSP) unit for enhanced picture quality and has an amazing 36x optical zoom, providing a maximum 432x zoom when combined with the 12x digital zoom.



## 1.3.2 Administrative Toolsets

Administration of mesh system requires understanding of TCP/IP networking and training on Strix systems. Administration of Video Management system is relatively easy and requires a basic training. 24X7 remote monitoring is recommended for any wireless system. Federal Signal has capability of remotely monitoring any IP based devices and can provide a separate quotation for network monitoring.

### **Strix Systems**

Strix offers centralized web-based, command-line, and SNMP MIB interfaces to Access/One Network, providing all the management tools necessary to monitor, manage and configure the network for functional efficiency, reliability and security.

Manager/One™ is a Strix CLI and Web Management Interface, residing on all wireless modules within the Access/One Network mesh. The interface uses a tabbed page design with supporting frames, pull-down menus, pop-up dialogs, and a mouse over feature to provide detailed knowledge. From Strix Manager/One, network administrators can manage Access/One Network at the network, subnet, unit or module level. In addition, Manager/One provides several reporting schemes, including inventory analysis, rogue AP detection, and system logging (syslog) events. Manager/One has many monitoring features to provide health and status globally for all units in the network making systems management a proactive and unobtrusive method of determining network health at any given time. The system supports HTTP, HTTPS (secure HTTP), Telnet and SSH to ensure that your Manager/One session is completely encrypted and cannot be compromised by unauthorized users.

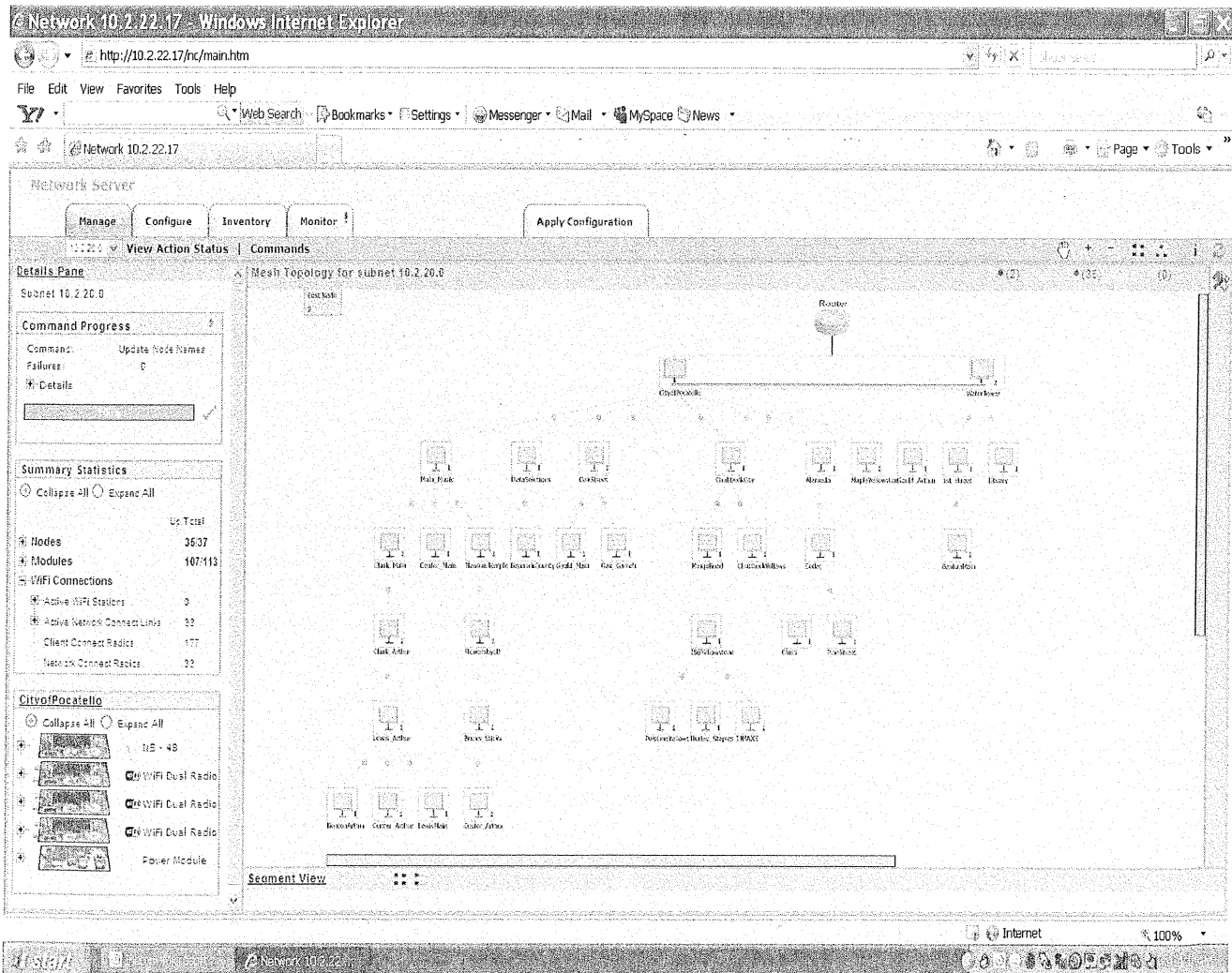
### **Strix Manager/One**

The Strix Access/One Network architecture combines the industry's unmatched mesh routing intelligence, designed from the ground up to optimize throughput in a dynamic metro-scale WiFi mesh environment, with carrier-grade centralized element management software and a purpose-built management hardware module. The Strix Access/One Network architecture leverages multiple frequencies to enable metro-scale mesh deployments that are not possible by other mesh vendors. The result: a fast, low-cost and simple wireless broadband solution available anywhere.

Strix Systems makes it incredibly easy to deploy and control hundreds or thousands of mesh units for secure, ubiquitous 802.11 coverage over metropolitan areas. Metro-scale networks require specialized management that Strix Manager/One already provides including robust network monitoring and granular manageability.

Strix Manager/One is a powerful element manager, allowing network operators to perform a multitude of functions, including over the air configuration and updates of Strix Access/One

Network units, whole network performance monitoring and statistical capture – including simple point-and-click graph creation, real-time link state and client connectivity monitoring and user-defined functions such as MAC address filtering and rogue client black listing.



### Manager/One interface

## 1.3.3 Security

### Strix systems

#### **Authentication and Authorization**

Strix Access/One Network supports both local and remote user authentication. For local authentication, Access/One Network is responsible for determining whether a user's device has network privileges. For remote authentication, Access/One Network assumes the role of gatekeeper, blocking user access until an external RADIUS server validates the user's identity and authorizes access. The system supports EAP encapsulated RADIUS exchanges, including the MD5, TLS, TTLS and PEAP protocols, and is compatible with most common RADIUS servers (for example, Microsoft Server, Funk Odyssey, and Cisco ACS).

#### **Encryption**

Encryption requires a cipher and a key. The cipher is the algorithm used to modify clear text based on the key. Access/One Network supports WEP, including TKIP/MIC enhancements, and AES cipher suites, with either static or dynamic keys.

#### **Mesh Security with Client Connect Privacy**

Once the mesh is formed by admitting the appropriate network nodes, an inventory list is created on the network server and distributed to all participating nodes and wireless modules. The inventory list is used for bi-directional authentication of the wireless modules whenever they communicate with each other. Devices not appearing in the inventory list cannot participate in mesh topology building or exchange configuration information. This prevents network or node hijacking by unauthorized users, and prevents authorized users from accidentally cross-attaching to each other's nodes.

### NetDVMS systems

Accounts and access rights for remote users are configured in the Settings window's User administration section. Unrestricted anonymous remote access is possible; however, if you want to restrict remote access, you must define user accounts, i.e. user names and passwords, for the remote users.

#### **- Defining User Accounts**

To define user names and passwords for remote users, click the User setup button. This will open the User administration window, in which you define individual user names and their associated passwords. To add a user, click the User administration window's Add user... button, specify the required user name and password, and click OK. This will add the user to the User administration window's list of users. To remove a user from the User administration window's list of users, select the user in the list, and click the Delete user button. **Defining Access Rights**

Three different types of access right are available:

#### **- Allow anonymous access**

Allows unrestricted access; users will not have to specify a user name or password to access.

- Access for predefined users only

Allows access only to users you have defined by clicking the User setup button. Those users must provide their user name and password when accessing, after which they will have access to all available cameras.

- Restrict user access by camera

Allows access only to users you have defined by clicking the User setup button. You are able to restrict those users' access to particular cameras and features by configuring them in the administration server.

## 1.3.4 Upgrade tools

### Strix systems

Each Strix nodes hosts two firmware – primary and secondary for backup. The firmware are upgraded by a standard based File transfer protocol (FTP) that can be done remotely, You must have an FTP (or secure FTP) server. Access/One Network firmware and configuration files must be transferred and distributed throughout the Access/One Network from the Manager/One interface, using the FTP configuration parameters that are provided. Any other method for transferring and distributing files is not supported by Strix Systems. A mixed multi-version environment is not supported. When updating the Access/One Network firmware, all network nodes and modules (IWS and OWS) must be updated. All steps in the User manual must be performed from the same network server.

Upgrade procedure for Strix, NetDVMS is very easy and does not require any technical expertise. Federal Signal will provide a customized upgrade procedure along with training.

## 5.5 RESPONSES TO FUNCTIONAL/TECHNICAL REQUIREMENTS

### Wireless Broadband Network Requirements

Using the scale of 1-4, please indicate next to each item:

- (1) Software/vendor **meets or exceeds all** of the requirement.
- (2) Software/vendor **meets or exceeds some** of the requirement, describe the discrepancy.
- (3) Software/vendor **does not meet** this requirement.

FUNCTIONAL REQUIREMENT	1	2	3	NOTES
Wireless units must be capable of operating multiple frequencies, with multiple radios dedicated for backhaul that simultaneously send and receive traffic along with multiple radios dedicated for simultaneous client access.	X			
From each mesh infrastructure unit, the multiple radios should simultaneously operate on 2.4 GHz, multiple 5 GHz for backhaul, and licensed 4.9 GHz DSRC-C higher power mask for Public Safety access. The system must also have the capability of supporting standards-based 802.11 A/B/G connectivity on the 2.4 GHz frequency.	X			
Wireless mesh units must be future proof and modular for in the field servicing existing radios, expanding wireless radios in a unit, or upgrading to new radio frequencies.	X			
The vendor shall provide a map showing the predicted coverage of the proposed wireless broadband network and the message success rate used as a basis of the coverage prediction.	X			
The system shall be scalable to any number of users and Access Points/Wireless Routers.	X			
The system shall support file transfers of video images and streaming video.	X			
100 % IP-based network solution and non-proprietary 802.11 standards	X			
Be capable of supporting laptops, PDA's, Wi-Fi phones, stationary CPE, in-vehicle CPE, and other access devices compliant to the technology standards.	X			
Provide high resistance to interference through multi-channel MAC, Adaptive Transmission Protocol (or similar functionality).	X			
Employ dynamic channel allocation (or similar functionality) to select a data channel, or "path", with the least interference, allowing data packets to be sent "around" areas of high congestion and interference.	X			
High data rate mobile communication at vehicular speeds, achieving up to six (3) Mbps data rates to a single user at vehicle speeds (100 mph). Effective throughput to a mobile subscriber can peak over one (1) Mbps.	X			
Mobile mesh support of 4.9 GHz or 5 GHz for connection to wireless infrastructure units and the ability for public safety or municipal users that are at or nearby their vehicle, such as incident areas, to use standard 802.11 clients to connect back to their vehicle using 2.4 GHz	X			
Self-forming and self-healing wide-area wireless mesh routing providing increased network availability and robustness.	X			
Mobile soft hand-off support (make before break connections delivering seamless mobile networking).	X			
Ad hoc/Peer to Peer networking capability for enhanced on-scene incident management with zero infrastructure requirements.		X		The end user will be utilizing 802.11 based third party cards so peer-peer is the functionality of the cards as opposed to the mesh



				infrastructure
Simultaneous support for both infrastructure meshing and client (ad hoc) meshing.			X	Client meshing is not supported
Seamless roaming between infrastructure-based and client-based peer-to-peer networks		X		Client-based peer-to-peer is not supported in this release
Non-line of sight broadband connectivity support (achieved with hopping).	X			
Support for symmetric data rates on the uplink and downlink.	X			
Differentiated services using IP QoS settings. The system must allow for the prioritization of application traffic (i.e. VoIP, video).	X			
SNMP based management support.	X			
Wireless element management system, including configuration management, statistics reporting, alarms and remote firmware upgrade.	X			
Hardware authentication of wireless networking devices.	X			
Encryption support for AES, TKIP, static and dynamic WEP	X			
Authentication support for 802.1x and RADIUS, WPA, WPA2, WPA-PSK, WPA2-PSK, EAP-MD5/TLS/TTLS/PEAP, and Access Control Lists.	X			
Ability to support Rogue Device Detection and reporting for adhoc or infrastructure devices in 2.4 GHz, 4.9 GHz, and 5 GHz frequencies.	X			
Wireless mesh system must support multiple wireless backhaul hops with little or no bandwidth degradation and sustain high throughput.	X			

### 3.9 Access Point and Wireless router Equipment Requirements

FUNCTIONAL REQUIREMENT	1	2	3	NOTES
The equipment shall be enclosed in an all weather environmental enclosure.	X			
The equipment shall be provided with an AC, NEMA 5-15 power cord for connection to the primary power source.	X			
The equipment shall operate over a temperature range of -35 to 55 degrees Celsius.	X			
The equipment shall be certified under FCC Part 15, UL CE Mark and CSA.				
The equipment shall be support each of the band radios in the same enclosure.	X			
The Wireless Router equipment shall be over-the-air software upgradeable.	X			
The equipment shall have the capability to provide IP network connectivity to external devices via a software enabled 10/100 Ethernet interface with a RJ45 sealed Ethernet boot connector.	X			
The equipment shall include antennas for the 2.4 GHz and 4.9 GHz radios.	X			
Wireless mesh technology must meet or exceed the specifications of Strix Access/One Network Mesh technology	X			
Wireless mesh technology must provide for the ability to integrate with existing Strix Access/One Network Mesh technology which is currently in place in the Village of Clarendon Hills	X			
Wireless mesh technology must support Layer 2 architecture for best overall performance	X			
Wireless mesh units must be future proof and modular for servicing existing radios or upgrading to new radio frequencies.	X			
Aesthetically Acceptable: All equipment (antennas, radios, base stations, etc) that are mounted to outdoor structures (buildings, street light poles, etc.) shall not impact negatively the appearance of such structures. Vendor shall seek final approval from Village of Hinsdale for an accepted equipment installation, particularly for poles/towers required for the installation of wireless access nodes. Aesthetically acceptable poles/towers shall be sought.	X			

### 3.10 Camera Requirements

FUNCTIONAL REQUIREMENT	1	2	3	NOTES
Cameras capable of progressive scan (PTZ)	X			
Capable of 35x zoom (PTZ)	X			
Fast and Precise pan/tilt mechanics	X			
Records in MPEG-4 video streams	X			
Provide ability to be controlled via web-based application (PTZ)	X			
Weather-resistant, vandal protection housing(s) for exterior cameras	X			
Capable of withstanding temperatures of -30 degrees Fahrenheit, or +130 degrees Fahrenheit		X		-40 to 120F

\*\* Note: The Village of Hinsdale is describing the intended coverage areas at each site. The Village of Hinsdale is open to vendor's proposal for exact quantity and/or use of PTZ, Fixed, 360 degree, or other camera combinations which will meet the demands of the coverage area.

### 3.11 Wireless Client Card Requirements

FUNCTIONAL REQUIREMENT	1	2	3	NOTES
The wireless client card shall comply with the PC Card form factor as specified by PCMCIA.	X			
The wireless client card shall draw no more than 1 amp.	X			
The wireless client card shall draw 1 amp while transmitting and 450 ma in the receive mode.	X			
The wireless client card shall operate over a temperature range of -35 to 55 degrees Celsius.			X	-20C to 50C
The wireless client card shall be certified under FCC Part 15, UL CE Mark and CSA.		X		FCC Part 15 & Part 90. LVDC
The wireless client card shall operate in the 2.4 GHz and in the 4.9 GHz frequency bands.	X			
End users in the network shall be able to form a robust and standalone broadband network among themselves. No infrastructure is required to make a connection between end users, providing an infrastructureless mode of operation. Every device shall function as both a modem and a router transceiver.	X			
The receiver sensitivity for the 2.4 GHz and 4.9 GHz wireless client card in the client meshing mode shall be -85 dBm.	X			
The output power for the 2.4 GHz and 4.9 GHz wireless client card in the client meshing mode shall be 24 dBm.	X			

## **1.1 IMPLEMENTATION PLAN (5.6)**

The Implementation Plan shall be considered as a Statement of Work (SOW) for this proposal. It defines the principal activities and responsibilities of all parties for the implementation of the Village of Hinsdale Wireless Mesh Video Surveillance Network.

Deviations and changes to this SOW are subject to mutual agreement between Federal Signal and the Village of Hinsdale will be addressed in accordance with the Change provisions of the Contract.

Typical implementation phases include:

- Engagement Preparation
- Solution Planning
- Project Kick-Off
- Solution Implementation
- Customer Deliverables and Knowledge Transfer
- Engagement Closure

### **1.1.1 Engagement Preparation**

#### **1.1.1.1 Federal Signal Responsibilities**

Federal Signal will designate a Project Manager who will direct Federal Signal's efforts and serve as the primary point of contact for Village of Hinsdale. The Federal Signal Project Manager will have significant authority to make certain decisions relative to the project, on behalf of Federal Signal, and will have direct access to Federal Signal's executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Federal Signal Project Manager include:

- Participate with Village of Hinsdale in monthly progress review meetings and submit status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule. Maintain project communications with the Village of Hinsdale's Project Manager(s).
- Maintain project communications with subcontractors (if applicable), Village of Hinsdale Project Manager(s), and project team members. Federal Signal will provide a record of correspondence as part of the progress reports provided prior to each progress meeting.
- Maintain a documentation schedule that identifies and shows the status of documents to be transmitted for review during the next two reporting periods.
- Participate in weekly conference calls or face-to-face meetings and issue a mutually agreed upon agenda for each call or meeting.





- Measure, evaluate and report updated progress against the Project Schedule (Gant Charts in MS Project format).
- In the event that Federal Signal must replace or substitute a Project Manager, Federal Signal will immediately notify the Village of Hinsdale of such a change and will provide the Village of Hinsdale with a résumé of the person Federal Signal intends to substitute or change.

### **1.1.1.2 Village of Hinsdale Responsibilities**

The Village of Hinsdale will designate a Project Manager who will direct the Village of Hinsdale's efforts and serve as the primary point of contact for Village of Hinsdale. The Village of Hinsdale Project Manager(s) will have significant authority to make certain decisions relative to the project, on behalf of Village of Hinsdale, and will have direct access to the Village of Hinsdale executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Village of Hinsdale Project Manager(s) include:

- Maintain project communications with Federal Signal's Project Manager.
- Identify the efforts required of the Village of Hinsdale staff to meet the Village of Hinsdale task requirements and milestones in the Project Schedule.
- Reviews the preliminary Project Schedule with Federal Signal's Project Manager and assists Federal Signal in developing a detailed Project Schedule defining the detailed tasks and a schedule of the Federal Signal and the Village of Hinsdale responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure that support resources are available as scheduled.
- Participate in weekly conference calls.
- Participate in Monthly Progress Reviews meetings.
- Provide timely responses to issues related to project progress raised by Federal Signal's Project Manager.
- Liaison and coordinate with other State agencies, other governmental agencies and the Village of Hinsdale's vendors, contractors and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
- Approve and release payments in a timely manner predicated on project deliverables.
- Ensure that all appropriate Village of Hinsdale personnel attend and actively participate in Progress Reviews, conference calls, and other project meetings.
- Ensure acceptable Standard Change Request and Approval Letter(s) are approved by authorized signature(s).
- The Village of Hinsdale must acquire light pole, traffic light, building tops/roofs attachment, monopole agreements with all required agencies and parties prior to project implementation.

- The Village of Hinsdale must inform Federal Signal of all relevant rules, regulations, and requirements for installation. Should these conditions impact the project schedule and limit installation, Village of Hinsdale may incur additional cost.
- Provide wall penetrations, conduit, cable trays and other supporting equipment necessary for the routing of power, grounding and networking cables
- Provide building access to Federal Signal personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Federal Signal personnel if required for access to the Village of Hinsdale facilities. Access must be available after business hours where required by Federal Signal, or as necessary to meet the project schedule.
- Provide any required parking permits to Federal Signal personnel for restricted access entry and/or parking.
- Obtain all FCC, zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.
- Provide a location to ship and store all communications equipment throughout the duration of the project

### **1.1.2 Solution Planning**

As per "Solution Architecture" Section

### **1.1.3 Project Kick-Off**

The project will be initiated with a Project Kickoff meeting including key Village of Hinsdale and Federal Signal project participants. The objectives of the Kickoff meeting include:

- Introduce and exchange contact information of all project participants.
- Review roles of key participants and project review procedures.
- Establish a clear chain of communication and authority.
- Review overall project scope and objectives.
- Review resource and scheduling requirements.
- Review preliminary project schedule with Village of Hinsdale.

During the Project Initiation phase, Federal Signal will review and work with Village of Hinsdale to finalize the following project processes and procedures:

- Detailed Project Schedule
- Change Control Plan
- Issues Document and Action Item Log

## Responsibility Matrix

Task	Responsibility	Deliverable
Initiate the Village of Hinsdale 4.9 GHz MESH Broadband Communications System project with a Kick Off Meeting.	Federal Signal and Village of Hinsdale	Documented project personnel names, responsibilities, contacts, and project review procedures
Define format of the Issues and Action Item Log.	Federal Signal	Initial Issues and Action Item Log
Review change control procedures with the Village of Hinsdale Project Manager(s).	Federal Signal	Initial Change Control Plan
Work with Federal Signal personnel in finalizing and approving the Change Control Plan.	Federal Signal	Approved Initial Change Control Plan
Provide current system documentation.	Village of Hinsdale	Existing System Documentation

### 1.1.4 Solution Implementation

Federal Signal's System Integration (SI) team will conduct a detailed site walk with the Village of Hinsdale's personnel. After obtaining 24/7 120 Volt AC power within 6 feet of the location, Federal Signal will install the mesh equipment with necessary antenna remote mounts. The Village of Hinsdale shall provide DHCP service for all the wireless equipment. After installation, Federal Signal will optimize the system and provide as-built drawings.

## Responsibility Matrix

Task	Responsibility	Deliverable
Perform detailed site walk.	Federal Signal	Exact location with GPS co-ordinates and JPEG images with required action items
Install the Mesh equipment	Federal Signal	As-built drawings
Develop installation and test instructions for mobile modems	Federal Signal	Installation and test instructions

Configuration and optimization of all mesh equipment	Federal Signal	Standard Configuration and Programming Documentation
Provision of the IP scheme	Village of Hinsdale	Configuration Requirements
Provision of continuous 120 VAC power at each site	Village of Hinsdale	Three pronged receptacle or an enclosure with a provision of hard wiring the mesh equipment
Site grounding as per NEC and local codes	Village of Hinsdale	Grounding system documentation
Provision of auto-sensing/auto-negotiating 10/100Mbps managed Ethernet ports at Village Hall	Village of Hinsdale	Identified port number at the switch location
Provide a bucket truck for device installation	Federal Signal	Bucket truck with an operator
Provide DHCP service to the mesh equipment	Federal Signal	BOOTP and DHCP response from the video management server

## 1.1.5 Customer Deliverables and Knowledge Transfer

### 1.1.5.1 Knowledge Transfer

Successful system implementation as well as ongoing system management and maintenance can be greatly enhanced by the careful transfer of knowledge from Federal Signal in-house experts to system managers, technicians, and end users.

Critical elements of knowledge transfer include knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment integrated with proper system documentation.

Federal Signal will conduct a two-day training course to train Village of Hinsdale personnel on the use of the systems and the Village of Hinsdale technical personnel on the operation and support of the Mesh system and other proposed technologies.

### 1.1.5.2 Documentation Deliverables

Federal Signal will supply “as-built” documentation for the system. The documentation will consist of:

- ◆ Standard Equipment Manuals
- ◆ System Description
- ◆ Fixed Equipment Documentation (*provided to Hinsdale’s Network Administrator*)
- ◆ Plan and elevation views of the equipment installation at the radio site
- ◆ Demarcation wiring lists
- ◆ IP Network Diagram
- ◆ Typical Drawings for Each Site
- ◆ Equipment by site
  - Key access procedures
  - Site inventory lists
  - Software versions and equipment wiring by equipment site

### 1.1.6 Engagement Closure

This phase of the project consists of ensuring that all criteria for Final Project Completion have been met.

## Responsibility Matrix

Task	Responsibility	Deliverable
Federal Signal will resolve punchlist items that are created during System Optimization	Federal Signal	Approved Resolution Punchlist
All documents listed in “Customer Deliverables” will be submitted, as they become ready.	Federal Signal	System Manual
Final approvals of all System Manual – “As Built” Documents	Village of Hinsdale	Written Approval Statement(s)
Village of Hinsdale will acknowledge Final Project Completion upon completion of the criteria for Final Project Completion for the communications system.	Village of Hinsdale	Signed Final Acceptance Documents

## 1.2 WARRANTY & MAINTENANCE PLAN

**Federal Signal Corporation (FSC)** warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of one (1) year on parts replacement and factory-performed labor from the date of delivery to the first use purchaser.

Federal will provide on-site warranty service during the first 60-days after the completion of the installation, when Federal has provided a turn-key installation including optimization and/or commissioning services.

Resource	Source	Availability (CST)
FSC Customer Care Web Site:	<a href="http://www.federalwarningsystems.com">www.federalwarningsystems.com</a>	24/7/365
FSC Technical Support:	(800) 524-3021	8 am to 4:30 pm (Mon. – Fri)
FSC Customer Care Fax:	(708) 534-4865	

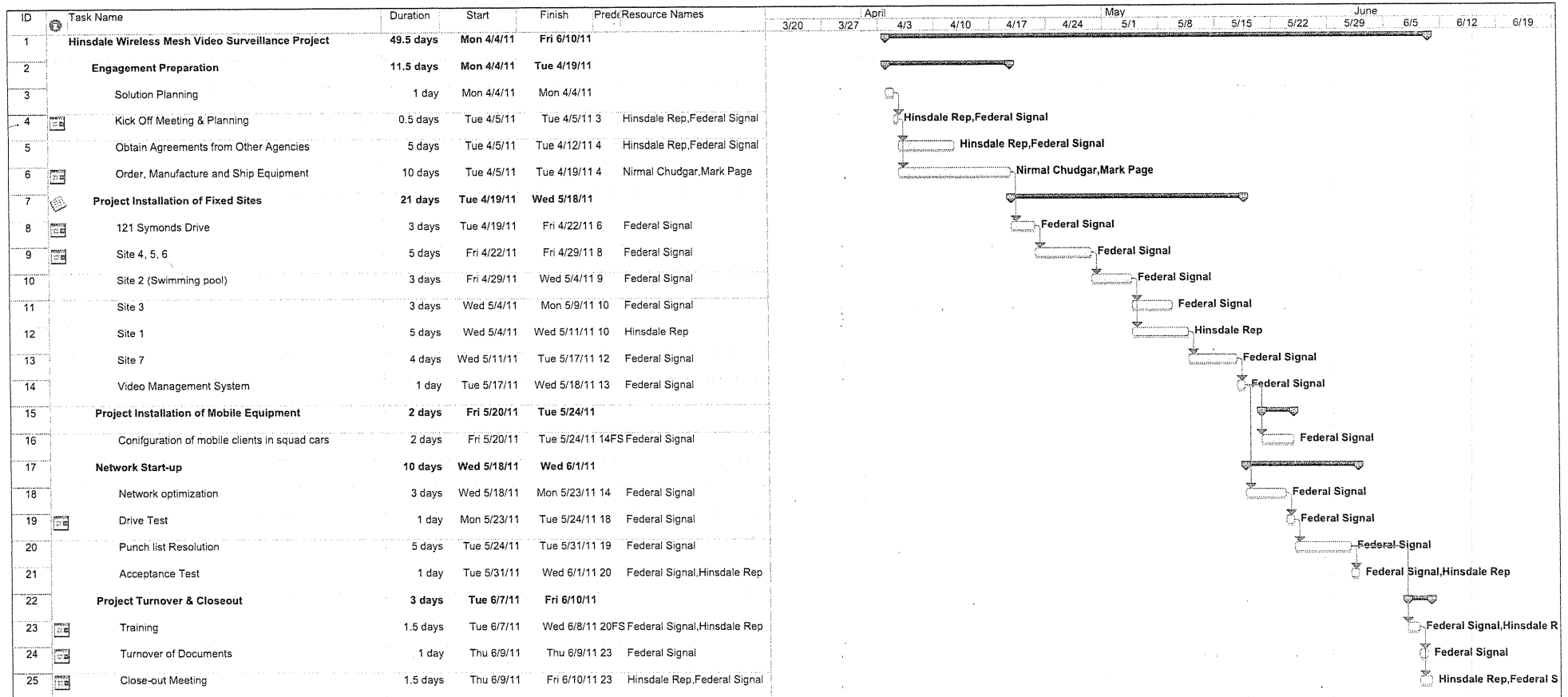
At a minimal cost, Federal Signal can provide remote network monitoring services. Federal Signal's typical network monitoring package includes the following services:

### Model # FS-SILVER –

- 24 x 7 x 365 network monitoring
- Remote technical support on best effort basis within normal business hours.
- Timely software updates

### Model # FS-GOLD -

- 24 x 7 x 365 network monitoring
- Response time to any alerts within 48 hours and action performed in normal business hours (Monday –Friday. 8:00 AM to 4:30 PM CST except holidays)
- Ping test/simple availability monitoring Node-specific monitoring per Operation Runbook
- Proactive monitoring of Infrastructure devices
- Semi-Annual service review with annual inspection
- Provide new software release notification and installation support remotely
- Toll-free technical support hotline phone support Monday –Friday. 8:00 AM to 4:30 PM CST except holidays
- IP Network management and monitoring of all devices, control points, and activation points via Ipswitch WhatsUp Gold v12.3 or greater.
- Instant e-mail alert notification of downtime and outages.
- Monthly reports and diagrams reporting the status of Customer's IP network.



Note: The project schedule is based on normal business hours from Monday to Friday 8:00 AM to 6:00 PM.

Project: Schedule  
Date: Tue 3/1/11

Task  
Split

Progress  
Milestone

Summary  
Project Summary

External Tasks  
External MileTask

Split

### 5.6.3 Third-Party vendors

Subsystem	Vendor	Manufacturer	Contact person	Email	Phone
<b>Mesh Video Management Cameras</b>	Strix	Strix	Ed Holt	<a href="mailto:ed.holt@strixsystems.com">ed.holt@strixsystems.com</a>	214-683-2604
	Anixter	OnSSI	Jeff Gilchrist	<a href="mailto:jeff.gilchrist@anixter.com">jeff.gilchrist@anixter.com</a>	847-390-4514
	Anixter	Sony, Axis	Jeff Gilchrist	<a href="mailto:jeff.gilchrist@anixter.com">jeff.gilchrist@anixter.com</a>	847-390-4514



## 5.6.4 Client references

### 1. Town of Abingdon, Virginia

Name: Floyd Baley

Designation: IT Director

Contact information: 276-698-6305 (O); 276-676-2864 (M)

Coverage Area: Citywide

Application: 2.4 GHz public access with captive portal, 4.9 GHz public safety

Date: April 09– July 09

Floyd Baley - Abingdon - VA - 90V

### 2. Clarendon Hills, IL

Name: Pat Anderson

Designation : Police Chief

Contact information: PAnderson@clarendonhills.us

Coverage Area: Downtown Clarendon Hills and Metra station

Application: Video surveillance and 4.9 GHz public safety access

Date: Phase 1 - Dec -07; Phase 2: August 09

**Village of Hinsdale Police Department**  
 Proposal Sheet for Wireless MESH Video Surveillance

Item Number	DESCRIPTION	AMOUNT
1	CAMERA EQUIPMENT (ALL SITES)	\$ 22,784
2	WIRELESS BACKHAUL, NODES, AND ALL EQUIPMENT/HARDWARE (ALL SITES)	\$ 36,351
3	VIDEO SERVER AND 42" VIEWING MONITOR FOR INJECTION POINT	\$ 2,491
4	VIDEO MANAGEMENT SOFTWARE	\$ 8,919
5	LABOR (INCLUDING INSTALLATION OF POLES/TOWERS WHERE NEEDED)	\$ 28,950
6	TRAINING	\$ -0-
Optional	Additional Extended Warranty (same conditions as listed in specifications)	\$ 2,335

Total Proposed Cost for equipment *with* extended warranty: \$ 102,330

Total Proposed Cost for equipment *without* extended warranty: \$ 99,995

**\*\* Bids must be returned to the Village of Hinsdale by 3/4/2011 at 4:30pm \*\***

Please specify anticipated delivery and full implementation date: \*

\*60 working days upon receipt of award, weather permitting

*Village of Hinsdale Police Department*  
Wireless MESH Video Surveillance System  
Vendor's Proposal

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Full Name of Vendor: Federal Signal Corporation

Main Business Address: 2645 Federal Signal Drive, University Park, IL 60484

Principal Office Address: 1415 West 22nd Street, Suite 1100, Oak Brook, IL 60523

TO: The Village of Hinsdale Police Department  
19 East Chicago Avenue  
Hinsdale, IL 60521

The undersigned, hereinafter referred to as the "Contractor," declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the Contractor has carefully examined the location of the proposed work and all other documents referred to or mentioned in the Contract Agreement; and that the Contractor has familiarized itself with all conditions affecting the contract, and understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The Contractor proposes, and agrees that if this proposal is accepted, that the Contractor will contract with the Village, in the form of the Contract attached hereto, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, information, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials, equipment, supplies, permits, licenses, bonds, and insurance specified or referred to in the Contract and to pay all applicable federal, state, and local taxes (hereinafter referred to as the "Work"); that the Contractor will perform the Work in the manner and time prescribed in the Contract Documents and according to the requirements of the Village as therein set forth; that the Contractor will do all other things required of the contractor by the Contract Documents; and that the Contractor will take in full payment therefor, including overhead and profit and payment in full to all Subcontractors, the sum established in the following schedule of prices:

The Contractor acknowledges that the Village is not subject to state or local sales, use, or excise taxes, and warrants that such taxes have not been included in this proposal.

It is expressly understood and agreed that the quantities set forth herein are approximate only, that such quantities are subject to increase or decrease, and that payment on the Contract will be made only on the actual quantities of the Work complete, in place, and measured on the basis defined in the Contract. The Contractor shall not, after submission of this Proposal, dispute or complain of such estimate nor

assert that there was any misunderstanding in regard to the nature or amount of the Work to be done.

The Contractor also agrees that the Work under the Contract shall not commence until the Contractor shall have received Village approval of the required bonds, certificates, and policies of insurance. The Contractor agrees to perform the Work continuously from commencement and to complete the Work in the manner specified in the Contract.

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the Village accepts this offer within 30 days from the date hereof.

DATED: March 3, 2011

VENDOR

If Corporation: Federal Signal Corporation By: Matthew B. Brady

Attest:



Its: Vice President of Sales

Secretary/Assistant  
Secretary

TAX EXEMPTION CERTIFICATE

VILLAGE OF HINSDALE

COOK AND DuPage Counties, Illinois

This is to certify that the Village of Hinsdale is exempt from Illinois Retailers' Occupational Tax (Sales Tax) for materials purchased and required in the specifications of the above mentioned project.

Village of Hinsdale  
Tax Identification No. E9997-4436-05

## Hinsdale, Illinois - Wireless Mesh Video Surveillance Project, RFP # 1488

**Note:** Please refer to the attached System Description document for the assumptions & Clarification.



FEDERAL SIGNAL CORPORATION Advancing security and well-being.

Quantity	Location	Unit price	Category	Extended Price
<b>Police station - Video Management</b>				
1	Dell server for OnSSI Video Management system	\$1,667.00	Equipment	\$1,667.00
1	NetDVMS OnSSI video management software w/SUP	\$2,889.00	Equipment	\$2,889.00
1	VIZIO M420NV 42-inch Class Edge Lit Razor LED LCD HDTV	\$824.00	Equipment	\$824.00
1	Indoor Layer 2 unmanaged switch	\$250.00	Equipment	\$250.00
1	Installation and configuration	\$1,800.00	Installation	\$1,800.00
<b>SUB TOTAL</b>			N/A	<b>\$7,430.00</b>
<b>Police station (Site 8)</b>				
			N/A	
1	OWS 2400-31 3A/G Boards(-31)	\$4,875.00	Equipment	\$4,875.00
1	OWS -NS8 Network Server 8 Nodes	\$1,275.00	Equipment	\$1,275.00
1	Antenna kit and Misc. items (3 AMB-P)	\$1,518.00	Equipment	\$1,518.00
1	150 foot Outdoor rated Ethernet cable	\$53.00	Equipment	\$53.00
1	Non-penetrating roof mount w/pads & LP	\$895.00	Equipment	\$895.00
1	System integration & implementation (includes installation)	\$3,300.00	Installation	\$3,300.00
<b>SUB TOTAL</b>			N/A	<b>\$11,916.00</b>
<b>Stough crossing (Site 1)</b>				
			N/A	
1	Stix HSX10	\$1,275.00	Equipment	\$1,275.00
2	Axis P1343-E Fixed camera with outdoor housing	\$1,542.00	Equipment	\$3,084.00
1	Axis M3113-R H.264 fixed camera with housing	\$707.00	Equipment	\$707.00
3	Camera license for OnSSI NetDVMS w/SUP	\$402.00	Equipment	\$1,206.00
1	Antennas, LMR 400 cables, ethernet cable, clamps, and misc., items	\$1,084.00	Equipment	\$1,084.00
1	Indoor Layer 2 unmanaged switch Netgear GS108P	\$250.00	Equipment	\$250.00
1	System integration & implementation (includes installation)	\$4,000.00	Installation	\$4,000.00
<b>SUB TOTAL</b>			N/A	<b>\$11,606.00</b>
<b>Main train station (Site 4,5,6)</b>				
			N/A	
1	OWS 2400-30 3A/G Boards	\$4,875.00	Equipment	\$4,875.00
4	Axis P1343-E Fixed camera with outdoor housing	\$1,542.00	Equipment	\$6,168.00
2	Axis M3113-R H.264 fixed camera with housing	\$707.00	Equipment	\$1,414.00
1	Sony SNC-RX570 PTZ camera w/Vandal Resistant Housing	\$4,203.00	Equipment	\$4,203.00
7	Camera license for OnSSI NetDVMS w/SUP	\$402.00	Equipment	\$2,814.00
7	Antennas, LMR 400 cables, ethernet cable, clamps, and misc., items	\$1,084.00	Equipment	\$7,588.00
1	Indoor Layer 2 unmanaged 8 port switch Netgear GS108P	\$250.00	Equipment	\$250.00
1	System integration & implementation (includes installation)	\$8,350.00	Installation	\$8,350.00

	<b>SUB TOTAL</b>		N/A	<b>\$35,662.00</b>
	<b>Lincoln street crossing (Site 3)</b>		N/A	
1	HSX10	\$1,275.00	Equipment	\$1,275.00
1	Axis P1343-E Fixed camera with outdoor housing & Hi PWR PoE	\$1,542.00	Equipment	\$1,542.00
1	Camera license for OnSSI NetDVMS w/SUP	\$402.00	Equipment	\$402.00
1	Antennas, LMR 400 cables, ethernet cable, clamps, and misc., items	\$1,084.00	Equipment	\$1,084.00
1	System integration & implementation (includes installation)	\$3,000.00	Installation	\$3,000.00
	<b>SUB TOTAL</b>		N/A	<b>\$7,303.00</b>
	<b>Monroe Crossing (Site 2)</b>		N/A	
1	OWS 2400-30 3A/G Boards	\$4,875.00	Equipment	\$4,875.00
1	Axis P1343-E Fixed camera with outdoor housing and long distance focal lens	\$1,875.00	Equipment	\$1,875.00
1	Camera license for OnSSI NetDVMS w/SUP	\$402.00	Equipment	\$402.00
1	Antennas, LMR 400 cables, ethernet cable, clamps, and misc., items	\$1,084.00	Equipment	\$1,084.00
1	System integration & implementation (includes installation)	\$4,000.00	Installation	\$4,000.00
	<b>SUB TOTAL</b>		N/A	<b>\$12,236.00</b>
	<b>Highlands train station (Site 7)</b>		N/A	
1	Strix HSX10	\$1,275.00	Equipment	\$1,275.00
2	Axis P1343-E Fixed camera with outdoor housing & Hi PWR PoE	\$1,542.00	Equipment	\$3,084.00
1	Axis M3113-R H.264 fixed camera with housing	\$707.00	Equipment	\$707.00
3	Camera license for OnSSI NetDVMS w/SUP	\$402.00	Equipment	\$1,206.00
1	Indoor Layer 2 unmanaged switch Netgear GS108P	\$250.00	Equipment	\$250.00
1	Antennas, LMR 400 cables, ethernet cable, clamps, and misc., items	\$1,084.00	Equipment	\$1,084.00
1	System integration & implementation (includes installation)	\$5,000.00	Installation	\$5,000.00
	<b>SUB TOTAL</b>		N/A	<b>\$12,606.00</b>
	<b>Ancillary equipment &amp; other services</b>		N/A	
2	Wi4Net FR-210 PCMCIA card (2.4/4.9/5.8 GHz) with antenna kit	\$618.00	Equipment	\$1,236.00
1	Turnkey System design services	\$0.00	Installation	\$0.00
1	One year Equipment warranty	\$0.00	Warranty	\$0.00
1	Sixty (60) day onsite support	\$0.00	Warranty	\$0.00
	<b>SUB TOTAL</b>			<b>\$1,236.00</b>

**TOTAL**

**\$99,995.00**

**Equipment**

**\$70,545.00**

**Installation**

**\$29,450.00**

**Warranty**

**\$0.00**

Delivery: 2 weeks after receipt of order

Freight Terms: FOB margin

Terms: Net 30 days upon shipment billed monthly.

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.



(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installer location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.


2645 Federal Signal Drive  
University Park, Illinois 60166-3195  
708-534-3400  
federalsignalpublicsafety.com

## 5.7.2 Exceptions to RFP

In addition to the compliance matrix in section 5.5 “Responses to Functional/Technical Requirements”, these are the exceptions, clarification and assumptions made for the proposal:

- Federal Signal assumes that each location is grounded as per NEC and locally mandated electrical code.
- Customer is responsible to acquire license for the 4.9 GHz (public safety) frequency spectrum.
- This proposal does not include integration of existing camera system into the proposed system.
- The proposed network management system does not have the capability to monitor subscriber devices.
- Federal Signal will only provide two (2) PCMCIA cards and include a magnetic mount antenna kit as opposed to the requirement of (10) PCMCIA cards in the RFP.
- The proposed Strix system currently does not support ad-hoc capability. For peer-to-peer connectivity, it is the function of the subscriber devices.
- The proposed design does not include any tower/pole installation.
- Based on the information provided by VOH, the proposed design doesn't require Burlington Northern RRR Right-of-way approval. During implementation if this information is deemed incorrect, Federal Signal will provide a change order to capture the permit fees and onsite supervision fees from Burlington Northern.
- This proposal has included one camera at a swimming pool location to support the video capture at Hinsdale/Monroe railway crossing. Federal Signal has assumed that one camera will capture the video. During implementation should that the assumption be deemed incorrect, Federal Signal will provide an additional quote to add a camera and a Strix access point at the crossing.

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>			<b>ORIGINATING DEPARTMENT PUBLIC SERVICES</b>	
<b>ITEM</b> Tree Inventory			<b>APPROVAL</b>	
<p>On February 23, 2010 staff was notified that the Village had been awarded an <i>Illinois Technical Assistance Grant for Emerald Ash Borer</i> in the amount of \$20,000.00. The grant money is to be used for developing a tree inventory and Emerald Ash Borer Management Plan for the Village. Staff had worked with Mark Duntemann of Natural Path Forestry Consultants, Inc. in developing a budget and timeline for completing these projects within the timeframe mandated by the grant. Information on the company and project overview is attached. Natural Path has quoted the price for the tree data collection and computer inventory at \$25,500.00 and development of a management plan at \$1,200.00 for a total of \$26,700.00. Natural Path has agreed to provide the Village with I-Trees Street analysis valued at \$1,200.00 and three years of technical assistance valued at \$3,400.00 at no charge to the Village. Staff believes that Natural Path Forestry has unique expertise in this field and therefore recommends the Village waive bidding procedures and award a contract for Tree Inventory and EAB Management Plan to Natural Path Forestry. Staff recommends the Village use the <i>Technical Assistance Grant</i> as well as existing funds in the Tribute Tree Fund and Tree Removal Fund to fund the project.</p> <p><b>MOTION: To waive bidding procedures and award a contract for Tree Inventory Services and development of an Emerald Ash Borer Management Plan to Natural Path Forestry in the amount of \$26,700.00. To be funded by \$20,000.00 through the Illinois Technical Assistance Grant and \$6,700.00 through the Tribute Tree Fund and the Tree Removal Fund.</b></p>				
<b>STAFF APPROVALS</b>			<b>MANAGER'S</b>	
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



## **Natural Path** Urban Forestry Consultants

*Providing customized forest management for urban and rural communities*

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**TO:** Mr. John Finnell, Village Forester  
Village of Hinsdale

**FROM:** Mark Duntemann

**DATE:** January 8, 2011

**SUBJECT:** Quote to Conduct a Street Tree Inventory and Develop an EAB Management Plan

It is my understanding that the Village of Hinsdale wishes to apply for an EAB technical assistance grant to conduct an inventory of the Village's public trees. Additionally, I understand that as part of the grant application process, the Village is seeking a quote for professional services to conduct the inventory. Natural Path Urban Forestry (NPUFC) is prepared to work with the Village to meet the goals of the EAB technical support funding. NPUFC provides the following quote at no obligation to the Village. The following is a brief narrative of the company, a proposed methodology, a timeline and fee summary. The proposal intends to meet, and potentially exceed, the minimum requirements of the grant including the completion of an Emerald Ash Borer Management Plan and the involvement of an ISA-certified arborist.

### **COMPANY OVERVIEW**

Natural Path Urban Forestry specializes in urban forestry management. Its primary services include: inventorying trees, staff training, creating defensible tree risk management policies, and developing urban forestry management strategies. These services are provided to an international client base.

Natural Path was formed 1988 in Chicago, Illinois. The company maintains an expanding client base both within the United States and abroad. The firm's mission is to provide innovative maintenance and management strategies for municipal forestry programs. While Natural Path offers a wide range of urban forestry services, its reputation has been built on an expertise in conducting inventories and policy development.

Over the years, Natural Path has become known for providing personal service, establishing proactive policies, and creating defensible risk reduction programs. The company's strength lies in its relationship to its clients and the comprehensiveness of its services. We strive to make a management plan project a team effort by involving client staff in every aspect of the plans development.

### Company Details

Complete legal name: Natural Path Urban Forestry Consultants  
Address: PO Box 1753  
Oak Park, IL 60304  
Telephone: (773) 699.7284  
E-Mail: [natpath@earthlink.net](mailto:natpath@earthlink.net)  
Web Site: [www.naturalpathforestry.com](http://www.naturalpathforestry.com)  
FEIN: 36-3699926  
Contact Person: Mark Duntemann, Owner

Mark Duntemann is on the Executive Board of the Illinois Arborist Association and Co-Chair of the Urban Needs Task Group of the Illinois Council on Forestry Development. He is an ISA-certified arborist and a member of the American Society of Consulting Arborist. He writes on urban forestry issues for an international audience and is regularly contracted to provide peer review of ISA and USFS documents.

### **PROJECT OVERVIEW**

The proposed project is separated into the following four distinct phases. Based on the size of Hinsdale, we have determined that the cost to conduct a complete inventory will slightly exceed the maximum amount of grant money available to the Village. For this reason, we are submitting two inventory options: Option A is a complete inventory and Option B is an inventory of all ash trees and a 6% sample inventory of the entire Village street tree population. The sample would use the I-Tree Streets methodology.

#### **Phase I - Design**

If awarded the contract, a meeting with Village staff will be immediately scheduled. The purpose of this design phase meeting is to: review the proposed timeline of the project; submit and discuss a draft list of data to be collected; retrieve all pertinent documents on the Village's urban forestry policies; establish a protocol for communications between Natural Path and Village staff; and finalize anticipated outcomes.

#### **Phase II - Data Collection**

Once the design phase has been completed, data collection can begin. Natural Path staff will use a PDA to collect data on Village right-of-way and Village-owned public spaces.

## **Option A - Complete Inventory**

The firm has inventoried over 200 municipalities in North America and abroad. The recommended list of data to collect is derived from this extensive experience. The types and number of data fields should be relevant and manageable. The following is a list of the recommended fields.

### **Location Information**

Management Area - Geographic subareas defined by the Village  
Street - Name of the street the address of the property is located.  
Address - Address number of property  
Land Use - Primary use of property directly adjacent to the right of way tree being inventoried.  
Quad - Reference location to the adjacent property (Front, Left, Right, Etc.).  
Sequence - Sequential number within a quad  
Frontage - The street the tree is physically located on.

### **Tree Information**

Species - Identification of each tree to a species level  
Diameter - Diameter measured to the nearest inch  
Condition - Descriptive code identifying structural/health condition of the tree (Excellent, Good, Fair, Poor, Very Poor and Dead)  
Structural Defects - Assign a series of structural defects when appropriate.  
Maintenance Needs - Identify any critical maintenance needs identified.

### **Hardscape**

Parkway - Defines one of a range of parkway/sidewalk configurations.  
Utility - Identifies one of three overhead utility scenarios. (None, Service, Transmission)

## **Option B - Ash and 6% Sample Inventory**

All ash trees will be inventoried along with tree location information, condition and whether the tree can be replaced. For the sample inventory, all of the trees on 6% of the Village's street segments will be inventoried--61 street segments (See Attachment 1). This particular data will be provided in the shareware cost/benefit application I-Tree Streets. Developed by the United States Forest Service, I-Tree Streets calculates the environmental and economic benefit for an array of issues of the total urban forest managed by the Village. Examples include Energy saved, Stormwater uptake, oxygen created, carbon dioxide absorbed, pollutant particulate uptake, etc.

The Village will be immediately informed of any risk issues identified. The Village will also have a Resistograph decay detection device available for their use over the course of the project as both a diagnostic and training tool.

Regardless of the option, data will be provided in a relational database system designed in Microsoft Access. The system will provide necessary data summaries and lists. It will also allow easy maintenance updating.



### **Phase III - EAB Management Plan**

A comprehensive Emerald Ash Borer Management Plan will be developed using four reference elements: data from the inventory; interviews with staff; a review of Village policies and budget and an assessment area municipal EAB policies. A thorough understanding of all four elements will inform the development of the EAB plan.

Natural Path's intent is to develop an active plan that avoids the development of soft goals--a common problem with strategic and management plans. Our policy is to develop goals that have quantifiable targets, clearly defined outcomes and realistic timelines. All three components are key elements for implementing proactive and sustainable policies.

In addition to a summary of the four elements outlined above, the EAB Plan will present recommendations and goals in the following areas:

1. Ordinance modifications
2. Community outreach
3. Ash reduction
4. Species diversity
5. Wood utilization
6. Staff Training
7. Regional cooperation
8. Inspection cycle
9. Removal specifications
10. Planting specification

## Phase IV - Training and Report

Near the completion of the EAB Plan, staff will be trained on managing the tree inventory data and the use of the system as an analysis tool. With the completion of the inventory and EAB Plan phases, a public meeting will be scheduled to summarize the findings and outline the recommendations developed.

## TIMELINE

Based on the number of street miles in the Village, we anticipate the data collection to take approximately twenty data collection days over a ten week period. The following timeline is a realistic estimate of the timeline required to complete the project as outlined above. All estimates are based on being awarded a contract in early March.

<b>Table 1 - Project Timeline (Option A)</b>	
<b>Month</b>	<b>Description</b>
March	Design phase
April - August	Data collection
August - September	Development of EAB Management Plan
September	Submission of tree inventory data and provide training
October	Submit project summary report, EAB Management Plan. Present at public meeting

<b>Table 2 - Project Timeline (Option B)</b>	
<b>Month</b>	<b>Description</b>
March	Design phase
April - June	Data collection
June - July	Development of EAB Management Plan
August	Submission of tree inventory data and provide training
September	Submit project summary report, EAB Management Plan. Present at public meeting

## TECHNICAL SUPPORT

Natural Path Urban Forestry Consultants will provide urban forestry management services directly and indirectly related to the tree inventory and EAB Management Plan to the Village for a period of one year starting with the day the tree inventory data has been submitted.




## **FEE SCHEDULE**

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**Option A** - Based on the approximate size of the Village, I estimate that data collection for the complete inventory would require thirty data collection days. Natural Path would be able to complete the services outlined above at the cost of \$25,500. The EAB Management Plan can be provided for an additional \$1,200. The total monetary cost of the this option would therefore be \$26,700. The prices includes all time, materials and travel required to complete the services listed. All work would be completed by November 1, 2011.

**Option B** - Based on the approximate size of the Village, I estimate that data collection for the ash and sample inventory would require seventeen data collection days. Natural Path would be able to complete the services outlined above at the cost of \$14,450. The EAB Management Plan can be provided for an additional \$1,200. The total monetary cost of the this option would therefore be \$15,650. The prices includes all time, materials and travel required to complete the services listed. All work would be completed by November 1, 2011.



1/13/11

Mark Duntemann  
ISA RM - 131A

## **Biography**

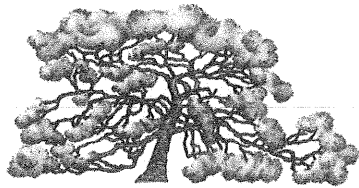
**Mark Duntemann**  
**Natural Path Urban Forestry Consultants**  
**PO Box 1753, Oak Park, Illinois 60304**  
**natpath@earthlink.net**

Mark Duntemann is the owner of Natural Path Urban Forestry Consultants, which he formed in 1988. He has a Forestry degree from the University of Montana and a Masters in Urban Forestry from the university of Wisconsin - Madison.

Mark's understanding of urban forestry is informed by his extensive twenty-two year experience in the United States and abroad. He has personally worked with a broad range of communities in thirty-four states. In addition he advises numerous communities in South America and Europe.

Mark's focus is on assisting communities to develop proactive urban forestry policies on issues such as canopy enhancement, proactive maintenance regimens and risk management. He has provided expert witness testimony in over thirty tree-related fatality and personal injury cases. Mark uses this extensive experience to inform his talks to enhance participant understanding of the nuances of tree risk management.

Mark is the chair of the International Tree Failure Database working group and the Illinois Urban Forestry Council. He is president-elect of the ISA-Illinois Chapter. In the past, he has served as the urban forestry coordinator for the State of Montana and served on the Illinois, Vermont and Montana Urban Forestry Councils. He successfully competed for a NUCFAC grant to provide community forestry outreach to native American communities in a seven state area. Mark is an ISA-certified arborist and a member of the American Society of Consulting Arborists. He speaks internationally on urban forestry management issues.



## **Natural Path** Urban Forestry Consultants

*Providing customized forest management for urban and rural communities*

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**TO:** John Finnell, Village of Hinsdale

**FROM:** Mark Duntemann, Consulting Arborist

**DATE:** March 3, 2011

**SUBJECT:** Illinois Inventories Conducted by NPUFC

John, The following is a list of the street tree inventories I have conducted in Northern Illinois. The list does not include Park Districts.

Berkeley	DeKalb
Elburn	Elmhurst
Flossmoor	Forrest
Forreston	Genoa
Glen Ellyn	Glencoe
Hampshire	Lake Bluff
Lake Forest	Lanark
Lincolnshire	Lincolnwood
Lindenhurst	Oak Park
Orland Hills	Orland Park
Park Ridge	Skokie
Stockton	Sugar Grove
Wilmette	Wood Dale
Woodridge	

Additionally, the company has carried out numerous inventories in the following states/provinces: British Columbia, California, Emilio Romagna (Italy), Idaho, Oregon, Montana, North Carolina, Ohio, Texas Vermont, Washington and Wisconsin. Cities include Cincinnati, Charlotte and Victoria. Finally, Natural Path has advised the City of Bogota on an inventory.

I can forward you references on any of the above.

## ABRIDGED VITAE - MARK T. DUNTEMANN

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PO Box 1753  
Oak Park, Illinois 60304  
(773) 699.7284  
[natpath@earthlink.net](mailto:natpath@earthlink.net)  
[www.naturalpathforestry.com](http://www.naturalpathforestry.com)

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**EDUCATION**    UNIVERSITY OF WISCONSIN, Madison, WI  
M.S., Urban Forestry, 1992  
Professional Paper: *Pembroke Woods Restoration Plan, Gurnee, Illinois*

UNIVERSITY OF MONTANA, Missoula, MT  
B.S., Forest Resources, 1982

### BUSINESS

Natural Path Urban Forestry Consultants, Chicago, IL  
President/Owner, 1988 – present. Directs and administers all facets of an urban forestry consulting business. Client base includes government agencies (e.g. city and park departments), state, national and international agencies, attorneys, insurance companies, and individuals. Services include the

- Design, critique, and/or administration of vegetation inventory systems for municipal forestry programs, parks departments and golf courses on a national and international basis. The inventory populations range in size from 1,000 to 1.2 million trees.
- Development of a management plan for 83 clients.
- Assessment of hazard trees and condition appraisals for each inventory client.
- Consultation regarding hazard tree and vegetation policy development.
- Provision of training workshops on hazard tree policy development.
- GIS mapping of vegetation and linkage with vegetation data.
- Investigation and consultation for expert testimony in litigation cases primarily focused on vegetation value appraisals, tree or tree part failures, and tree risk management policies and practices

### EMPLOYMENT

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- 1991-1993    **State Urban Forestry Coordinator, Montana Department of State Lands, Missoula, MT.**  
Administered all aspects of program development and implementation. Responsible for management, grants, organizing regional and local workshops, providing technical outreach to all Montana communities and administrative support for the Montana Community Forestry Council.
- 1988-1990    **Superintendent of Parks, Hazel Crest Park District, Hazel Crest, IL.**  
Administered all aspects of park maintenance and management in a Chicago suburban park system. Management responsibilities included the maintenance of all buildings, swimming pool, recreational fields, system vegetation, fleet vehicles, and equipment. Also, developed the annual budget.
- 1987-1988    **Regional Urban Forester, Illinois Department of Conservation, Chicago Heights, IL.**  
Administered all aspects of a pilot regional urban forestry outreach project in the Little Calumet Watershed, including providing technical support and training to thirty-seven communities located within the Watershed. Duties also included developing ordinances, inventorying street and park vegetation for client communities, and devising vegetation management plans for project communities.
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## PAPERS & PUBLICATIONS

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- Duntemann, M. (in progress) Defining reasonable care: A manual for hazard tree policy development.
- Duntemann, M. & Stuart, N. (Winter, 2009). Making a tree culture. *Illinois Trees*. 24(3), p. 7.
- Duntemann, M. (November, 2003). Managing risk in municipal forestry programs. *City Trees*.
- Duntemann, M. (2003). Implementing a species diversity program. Published in assorted park, forestry, and arboricultural trade journals. Posted on-line at [www.naturalpath.com](http://www.naturalpath.com) (2003).
- Duntemann, M. (2001). The long-term cost of care in selecting species for planting." Published in assorted park, forestry, and arboricultural trade journals.
- Duntemann, M. (1998). Defining reasonable care. *Public Risk Management Association*.
- Duntemann, M. (1997). Defining reasonable care. Published in assorted park, forestry, and arboricultural trade journals. Posted on-line at [www.naturalpathforestry.com](http://www.naturalpathforestry.com).
- Duntemann, M. (1988). Community forestry initiatives: The Little Calumet Watershed Project." *Journal of Arboriculture*.

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## WORKSHOPS (Last Five Years)

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### **I-Tree Streets and Eco**

- A practical and comprehensive three day workshop on using the I-Tree applications.
- November 2010, San Diego, CA

### **The International Tree Failure Database**

- A half-day workshop detailing the use of the USFS's web-based, tree failure database.
- January 2009, Indianapolis, IN. ISA – Indiana Chapter Workshop

### **Developing Effective Urban Forestry Management Plans**

Primary presenter for a one-day workshop on developing and implementing an effective urban forestry management plan.

- August and September 2008, USFS NA Regional Workshops, Wilmington, DE, Indianapolis, IN, and Worcester, MA.

### **Tree Risk Management Policy Development.**

One-day workshops on developing defensible hazard tree risk management strategies.

- September, 2009, State of Wyoming Workshop, Cheyenne, WY
- June 2004, North Carolina DNR Regional Workshop Series (5 events), Various Sites, NC.
- March 2004, NPFC Regional Workshop, Hartford, CT

### **Advanced Tree Risk Assessment**

One and a half day workshops on assessing trees for potential failure.

- May, 2010, Illinois Arborist Association Workshop, Springfield, IL
- May, 2010, Illinois Arborist Association Workshop, Edwardsville, IL
- September, 2010, Illinois Arborist Association Workshop, Oak Park, IL

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## **PRESENTATIONS (Last Five Years)**

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### **Climate Change Consideration for Developing Regional Plant List Guidelines**

- March 5, 2011, Wild Things: A Chicago Wilderness Conference, Chicago, IL

### **Implementing a Species Diversity Program**

- April 20-22, 2006, Western Chapter of the ISA Annual Conference, Santa Monica, CA
- March 7-9, 2005, ISA-Southern Chapter Annual Conference, Savannah, GA

### **Species Selection for Urban Streets**

- May 19, 2005, APWA-Illinois Chapter Annual Conference, Villa Park, IL

### **Tree Risk Management**

- September 14-16, 2011 (Scheduled), North Carolina Urban Forestry Council, Charlotte, NC
- March 17-18, 2009, Minnesota Shade Tree Short Course, St Paul, MN
- February 23, 2009, ISA – Ohio Chapter Annual Meeting, Columbus, OH
- February 3-4, 2009, Arbor Day Foundation's Trees, People and the Law Symposium, Sacramento, CA
- September 26-27, 2008, CEMIG Urban Forestry and Utilities Conference, Bela Horizonte, BRASIL
- February 22, 2008, National Arbor Day Foundation's Trees, People and the Law, Chicago, IL
- May 2, 2007, National Arbor Day Foundation's Trees, People and the Law Symposium, Seattle, WA
- June 7, 2006, United States Forest Service Training, Fairlee, VT
- March 7-8, 2006, Trees, People and the Law Symposium, Columbia, MD
- October 18-21, 2005, Colombia Urban Forestry Conference, Bogota, COLOMBIA
- March 7-9, 2005, ISA-Southern Chapter Annual Conference, Savannah, GA

### **Managing Tree Risk for the Client**

- December 3, 2008, A Pre-Conference Workshop, ASCA Annual Meeting, Tucson, AZ

### **The Applied Use of a Tree Inventory**

- July 24, 2010, A Pre-Conference Workshop, ISA Annual Meeting, Chicago, IL
- February, 2010, Indiana Urban Forestry Council Annual Conference, Columbia, IN
- February 24, 2009, ISA – Ohio Chapter Annual Meeting, Columbus, OH
- June 1, 2006, State of Oregon Urban Forestry Symposium, Salem, OR
- May 22, 2006, European Urban Forestry Conference, Vallombrosa, ITALY

### **International Tree Failure Database,**

- January 9, 2009, Indiana Arborist Association, Indianapolis, IN
- May 18, 2007, I Censimenti delle Alberature, Reggio Emilia, ITALY,
- October 18, 2006, Illinois Arborist Association Annual Meeting, Tinley Park, IL

### **Planting Oversight in New Subdivisions**

- November, 14-16, 2007, National Arbor Day Foundation's Partners in Community Forestry Conference, Baltimore, MD

### **Emerald Ash Borer Management**

- October 18, 2007, Illinois Municipal League Annual Conference, Chicago, IL

### **Developing an Urban Forestry Management Plan**

- October 18-21, 2005, Colombia Urban Forestry Conference, Bogota, COLOMBIA

### **Learning From a Diverse Membership**

- July 30, 2007, ISA Annual Conference, Honolulu, HI

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## **GIS and Urban Forestry: A Tool for Managing a Resource**

- May 19, 2005, APWA-Illinois Chapter Annual Conference, Villa Park, IL

## **Elements of Tree Failure Litigation**

- June 2004, Western States Hazard Tree Symposium, Quray, CO

## **Modifying Street Tree Spacing to Maximize Canopy**

- July, 2011, ISA Annual Conference, Sydney, AUSTRALIA (scheduled)
- April, 2011, Urban Tree Research Conference, Birmingham, UNITED KINGDOM (Poster) (scheduled)
- February, 2010, Indiana Urban Forestry Council Annual Conference, Columbia, IN
- October, 2009, Arbor Day Foundation Annual Conference, Portland, OR

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## **AFFILIATIONS**

Illinois Forestry Association (IFA)  
Society of Municipal Arborists (SMA)  
International Society of Arboriculture (ISA)  
International Society of Arboriculture – Illinois Chapter  
International Society of Arboriculture – Italy Chapter  
International Society of Arboriculture – Brasil Chapter  
American Society of Consulting Arborist (ASCA)

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## **CERTIFICATIONS**

International Society of Arboriculture (ISA) (RM-131A)  
Pacific Northwest Chapter of ISA Tree Risk Assessor Certification (CTRA 642)

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## **TRAINING**

Tree Appraisal Theory and Practice: An Advanced Seminar, Baltimore, MD, November 5-6, 2007

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## **CONTENT REVIEWER**

Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines 4th Edition by Harris, Clark and Matheny for Prentice Hall Publishing, 2008 (Review of full textbook-578 pages)  
Municipal Arborist Certification Study Guide for the International Society of Arboriculture, 2006  
(Review of chapters on Tree Risk Management and Tree Inventories)  
"Best Management Practices – Tree Inventories" for the International Society of Arboriculture, 2006  
(Review of full pamphlet text)  
Urban Tree Risk Management: A Community Guide to Program Design and Implementation for the United States Forest Service, 2003 (Review of full guidebook text)

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## **SERVICES**

Illinois Urban/Community Forestry Council, Co-Chair, 2009-2011  
International Tree Failure Database Task Group, Chair, 2009-2011  
Illinois Forestry Association, Board of Director, 2008-2010  
Illinois Arborist Association, Board Member, 2008-2009, President-Elect 2010-2011  
ISA Certification Exam Proctor – Illinois Arborist Association, 2008-2011  
Vermont Urban/Community Forestry Council, Council Member, 2003-2005  
Montana Urban/Community Forestry Council, Council Member, 1994-1997  
State of Montana Arboretum Committee, 1992-2001.  
ISA Certification Exam Proctor – Rocky Mountain Chapter, 1992-1994

DATE March 8, 2011

**REQUEST FOR BOARD ACTION**

**AGENDA** EPS  
**SECTION NUMBER**

**ORIGINATING**  
**DEPARTMENT** Parks and Recreation

**ITEM** Fertilization and Pest Control Contract

**APPROVED**

In 2009, the Fertilizer and Pest Control Contract, per Bid #1458, was awarded to Tru-Green Limited Partnership. They were the low bidder and the contract was awarded for a term of two years, 2009 and 2010. Tru-Green has committed to extend their pricing for 2011 and 2012 with no increase.

There were four separate parts to the bid which included:

- A. Basic Fertilizing and seeding
- B. Organic fertilizing and seeding
- C. Aeration
- D. Weed control measures


Items B and C were removed from the bid to cut costs. Staff monitors the contract to treat areas on "as needed basis" as a cost reduction measure.

Staff is recommending that we waive the competitive bid process and extend the contract with Tru-Green for the amount of \$18,720 for 2011 and \$19,215 for 2012. The contract would include parts A-1, A-2, A-3 and D-1 as noted in the proposal. The 2011-12 draft budget includes \$22,000 for fertilization and weed control.

Should the Committee concur with Staff's recommendation, the following motion would be appropriate:

**MOTION: To recommend to the Board of Trustees to waive the competitive bid process and extend the Fertilizer and Pest Control contract with Tru-Green Limited Partnership for 2011 in the amount of \$18,720 and for 2012 for \$19,215.**

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:**

**BOARD ACTION:**



BID NUMBER: 1458  
 PROJECT NAME: Grounds Maint  
 DATE: February 24, 2009  
 BUDGET: \$36,000  
 ACCOUNT: 3301-7306

Spring Green Lawn Care  
 11927 Spaulding School Dr.  
 Plainfield, IL 60585  
 10% bond

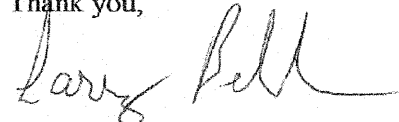
Tru-Green Limited Partnership  
 7650 W. 99th St.  
 Hickory Hills, IL 60457  
 10% bond

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
YEAR 1 (2009)						YEAR 2 (2010)		YEAR 1 (2009)		YEAR 2 (2010)	
CONTRACT A - BASIC ACTIVITIES											
1	FERT- 0.5#N, 50% SLOW	AC	100	85.00	8,500.00	85.00	8500.00	39.00	3,900.00	40.00	4,000.00
2	FERT- 1.0#N, 50% SLOW	AC	100	120.00	12,000.00	120.00	12000.00	66.00	6,600.00	68.00	6,800.00
3	FERT- 1.5#N, 20% SLOW	AC	50	140.00	7,000.00	140.00	7000.00	123.00	6,150.00	126.00	6,300.00
4	SLIT SEED 75/25 RYE/BLUE	AC	20	750.00	15,000.00	750.00	15000.00	625.00	12,500.00	625.00	12,500.00
5	SLIT SEED FESCUE GRASS	AC	2	750.00	1,500.00	750.00	1500.00	625.00	1,250.00	625.00	1,250.00
6	BROADCAST 75/25 RYE/BLUE	AC	10	425.00	4,250.00	425.00	4250.00	325.00	3,250.00	325.00	3,250.00
EXT TOTAL - CONTRACT A					48,250.00	48,250.00		33,650.00		34,100.00	
CONTRACT B - NATURAL ORGANIC BASED FERTILIZER											
1	SLIT SEED 50/50 BLUE/RYE WITH NAT ORG BASED STARTER FERT		3	1,350.00	4,050.00	1,350.00	4,050.00	750.00	2,250.00	750.00	2,250.00
2	BROADCAST 50/50 BLUE/RYE WITHOUT STARTER FERT		3	425.00	1,275.00	425.00	1,275.00	450.00	1,350.00	450.00	1,350.00
EXT TOTAL - CONTRACT B					5,325.00	5,325.00		3,600.00		3,600.00	
CONTRACT C - AERATION											
1	AERATION		5	399.00	1,995.00	399.00	1,995.00	380.00	1,900.00	380.00	1,900.00
EXT TOTAL - CONTRACT C					1,995.00	1,995.00		1,900.00		1,900.00	
CONTRACT D - WEED CONTROL											
1	POST EMERG WEED CONTROL - TRIPower	AC	45	74.00	3,330.00	74.00	3,330.00	46.00	2,070.00	47.00	2,115.00
EXT TOTAL - CONTRACT D					3,330.00	3,330.00		2,070.00		2,115.00	

To The Village of Hinsdale,

Trugreen would like to offer you the opportunity to renew your services at the same price as the 2009 and 2010 prices. Trugreen agrees to lock in the exact same cost per acre as per the bid proposal for the 2009 bid.

Thank you,

 2-18-11

Larry Belcher

**REQUEST FOR BOARD ACTION**
**AGENDA** EPS Agenda  
**SECTION NUMBER**
**ORIGINATING**  
**DEPARTMENT** PUBLIC SERVICES

**ITEM** CUSTODIAL SERVICES


**APPROVAL**

On March 12, 2009, the Public Services Department received three bids for the service of custodial services in Village facilities, which is budgeted in many programs. This is a two-year contract in which low bid received was from Dan Mar in the bid comparison amount of \$99,936.00. A bid summary with yearly breakdown is attached. Dan Mar's contract is set to expire on April 30, 2011. Per direction from the Village Manager, Public Services staff has contacted representatives from Dan Mar who are willing to sign an additional two year contract at the current year's pricing which is \$50,568.00 per year (\$101,136.00 for two years). Dan Mar has provided excellent service and has extensive knowledge of the buildings which are included in this contract.

Public Services would like to recommend to Committee the 2 year extension of bid #1450 for the service of custodial services in Village facilities to Dan Mar for FY 2011-13 in the amount of \$101,136.00, and if Committee concurs the following motion would be appropriate:

**MOTION: To extend Bid #1450, Custodial Services in Village Facilities, to Dan Mar in the two year contract price of \$101,136.00.**

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:**
**BOARD ACTION:**

BID NUMBER: 1450  
 PROJECT NAME: Cust Services  
 DATE: March 12, 2009  
 BUDGET:  
 ACCOUNT: various

Current Contract	Dan Mar 3029 Edgewood Prky Woodridge, IL 60517 cashier's check	Fuller's Home & Hardwar 35 E 1st Street Hinsdale, IL 60521 cashier's check	KUMA 2637 Wisteria Way Port Barrington, IL 60010 cashier's check
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Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
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YEAR ONE (FY009-10)

Village Hall	month	12	1650.00	19800.00	1550.00	18600.00	1500.00	18000.00	1650.00	19800.00
Police Dept	month	12	1200.00	14400.00	1100.00	13200.00	1500.00	18000.00	1200.00	14400.00
Fire Dept	month	12	800.00	9600.00	0.00	0.00	0.00	0.00	0.00	0.00
Water plant	month	12	400.00	4800.00	264.00	3168.00	450.00	5400.00	300.00	3600.00
Public Works	month	12	1250.00	15000.00	880.00	10560.00	1000.00	12000.00	800.00	9600.00
Brush Hill Sta	month	12	295.39	3544.68	200.00	2400.00	750.00	9000.00	200.00	2400.00
Highlands Sta	month	12	100.00	1200.00	120.00	1440.00	250.00	3000.00	100.00	1200.00
SUBTOTAL			5695.39	68344.68	4114.00	49368.00	5450.00	65400.00	4250.00	51000.00

YEAR TWO (FY10-11)

Village Hall	month	12	1650.00	19800.00	1550.00	18600.00	1500.00	18000.00	1650.00	19800.00
Police Dept	month	12	1200.00	14400.00	1100.00	13200.00	1500.00	18000.00	1200.00	14400.00
Fire Dept	month	12	800.00	9600.00	0.00	0.00	0.00	0.00	0.00	0.00
Water plant	month	12	400.00	4800.00	264.00	3168.00	450.00	5400.00	300.00	3600.00
Public Works	month	12	1250.00	15000.00	980.00	11760.00	1000.00	12000.00	800.00	9600.00
Brush Hill Sta	month	12	300.00	3600.00	200.00	2400.00	750.00	9000.00	200.00	2400.00
Highlands Sta	month	12	152.34	1828.08	120.00	1440.00	250.00	3000.00	100.00	1200.00
SUBTOTAL			5752.34	69028.08	4214.00	50568.00	5450.00	65400.00	4250.00	51000.00

TWO YEAR TOTAL

137372.76      99936.00      130800.00      102000.00

REQUEST FOR BOARD ACTION

**AGENDA** --EPS Agenda  
**SECTION NUMBER**

**ORIGINATING**  
**DEPARTMENT PUBLIC SERVICES**

**ITEM HCA Chimney Rebuilding**

**APPROVAL**

There is \$18,000 budgeted in the Building Maintenance fund (2204-7918) to complete the reconstruction and tuck pointing of the two brick chimneys which are located at the Hinsdale Center for the Arts Building at KLM. Public Services staff has obtained three quotes for this service. The low quote received was from Fortune Restoration in the amount of \$18,000.00. All three quotes received are included in the packet.

Public Services staff would like to recommend to Committee the award for the services of reconstruction and tuck pointing of the two chimneys at the HCA building to Fortune Restoration in the amount of \$18,000.00, and if Committee concurs the following motion would be appropriate:

**MOTION: To approve award for the HCA Chimney reconstruction and tuck pointing project to Fortune Restoration, in the amount of \$18,000.00.**

**STAFF APPROVALS**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**MANAGER'S**  
**APPROVAL**

**COMMITTEE ACTION:**

**BOARD ACTION:**

Quotation Summary: ART CENTER CHIMNEY REBUILDING

Dept. #: 2204 Acct #: 7909

Date:

Budget \$ 18.000

		FORTUNE RESTORATION 647-2500	HOLTON BROS. 253-3986	GROVE MASONRY 385-0125		
Quantity	Description	Price	Price	Price	Price	Price
	SERVICE TO NORTH AND	18.000	21.035	23.900		
	SOUTH BRICK CHIMNEYS					
	AT THE ART CENTER					
	GRIND OUT 100% OF ALL					
	MORTAR AND TUCK POINT					
	REPAIR CAP'S, REPLACE					
	SEALANT AT THE					
	COUNTER FLASHING. CLEAN					
	AND WASH UNITS.					
	ALL WORK TO BE DONE					
	AS PER BID.					
Total		18.000	21.035	23.900		



## FORTUNE RESTORATION

PAINTING — MASONRY

— ESTABLISHED 1979 —

January 12, 2011

Village of Hinsdale

19 E. Chicago Ave.

Hinsdale, IL 60521

630-789-7028

Attn: James Piontkowski

Re: Masonry work on the (2) chimneys on the Hinsdale Center of the Arts located at  
5901 S. County Line Road, Hinsdale, IL.

### **MASONRY PROCEDURES TO BE DONE ON BOTH CHIMNEYS**

- Grind all mortar joints to a depth of ½" utilizing dust suppression system.
- Replace any broken or spalled brick. Match as close as possible.
- Brush clean mortar joints of dust and debris.
- Apply (2) compact layers of mortar to all joints in accordance with ASTM C-270 N
- Mortar joints to be tooled to match existing style.
- Mortar color matched existing as close as possible.
- Change the crowns on both chimneys
- Check the condition of all flues when installing the crowns.
- Clean all tuckpointed brick with Diedrich 202 masonry cleaner.

6619 NORTH LINCOLN AVE. LINCOLNWOOD, IL 60712

(847) 647-2500

WWW.FORTUNERESTORATION.COM

Regular Price.....	\$22,500.00
Less 20% Discount.....	\$4,500.00
Spring Price.....	\$18,000.00

-Pricing includes all labor, materials, equipment and scaffolding.

-All debris related to our work will be cleaned up and removed.

#### INSURANCE

A full worker compensation and general liability policy will be provided by Fortune Restoration.

#### GUARANTEE

There will be a 5 year guarantee on all work performed by Fortune Restoration. Any loose mortar, brick replacement, caulk separation or any other failure of our work will be replaced or repaired at no charge, within 5 years of finish date. Guarantee does not cover repairs due to moisture problems caused by structural defects. It's our recommendation to seal chimney brick, limestone and concrete crowns every two years.

Proposal prepared by,

Bernie Halloran



# Grove Masonry Maintenance, Inc.

4234 West 124th Place  
Alsip, Illinois 60803

Phone: 708-385-0225 • Fax 708-385-1107

February 28, 2011

Jim Piontkowski  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521

Reference: KLM Lodge Repairs of both the North and South chimneys.

Dear Mr. Piontkowski

Grove Masonry Maintenance, Inc. (GMM) is pleased to submit this budget proposal for the following masonry repairs as indicated during our site visit and conversation. The following work scope will be completed on both chimneys. GMM will grind and tuck point 100% of the brick mortar joints, replace up to 50 deteriorated brick masonry units, grind and seal cracks in caps, coat the top sides of caps, remove and replace sealant at the counter flashing and clean & water proof the walls.

GMM will have scaffolding set up to allow access to the roof areas around the chimneys to perform the work. Scaffolding will be set up for the duration of the project.

GMM will need access to 110 electric, a material staging area, a functional water spigot and restroom facilities.

Exclusions: Permits & Fees, Bonds, any roofing related work, temporary enclosures or partitions.

## Proposed Fees

GMM proposes to provide the necessary manpower and equipment for \$ 23,900.00

GMM employs union labor and is fully covered by Workers compensation and Public Liability Insurance.

If you are in agreement with this proposal, please indicate your acceptance by signing below and returning one copy to us.

Very truly yours,  
Grove Masonry Maintenance, Inc.



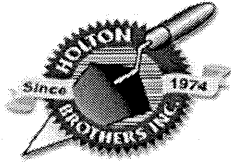
Darin Grove  
Vice President

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name & Title

Cc:

\_\_\_\_\_  
Date



## Holton Brothers, Inc. Contractors

PO Box 86

Arlington Heights, IL 60006-0086

Phone: 847-253-3886

Fax: 847-253-3255

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Masonry Repairs - Tuckpointing - Caulking - Waterproofing

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January 14, 2011

Hinsdale Park District  
19 E. Chicago Avenue  
Hinsdale, IL 60521

Re: Center for the Arts  
5903 County Line  
Hinsdale, IL

Attn: Mr. James Piontkowski  
Building Maintenance Supervisor

Holton Brothers, Inc proposes to furnish labor, materials, equipment and insurance completed in accordance with the following specifications. Based on walk-thru with Jim on 11-9-09.

**I. Two (2) chimneys**  
**A. 2010**

**1. From cap to roof flashings**

- Tuckpoint 100%
- Replace spalled brick
  - South chimney (130)
  - North chimney (110)

**NOTE: Additional brick will cost \$ 25.00 per**

- Caulk roof flashing joints
- Waterproofing brick

**Total: \$ 18,535.00**

2,500.00 Scaffolding

**NOTE: Based on Prevailing Wage Rates**

**\$21,035.00 Total**

**NOTE: Work to be performed off company owned boom truck and ladders.**

If you have any questions, feel free to call me at (847)-253-3886.

PRO000000001972

## TERMS AND CONDITIONS

The following terms and conditions (these 'Terms') between Holton Brothers, Inc., ('HB') and HB's customer identified in the Proposal to which these Terms are attached ('Contracting Party') (Contracting Party is one of the following: 'Property Owner' or 'Management Company as Authorized Agent for Property Owner' or 'General Contractor'), together with the Proposal, represent the agreement between the parties for construction and other contracted services to be performed at the location listed on the Proposal.

### PROPOSAL TERMS

1. **Payment Amount:** The amount due to HB from Contracting Party is the amount listed on the Proposal as the 'Total Amount,' plus the total sum of all change orders referenced in Paragraph 6, and any fees or interest assessed pursuant to these Terms.
2. **Payment Due Date:** As agreed upon by the parties, HB may require periodic payments during the construction period. Payment in full must be received by HB no later than the 30th day after the work has been completed.
3. **Late Payments:** Any invoice amounts outstanding after the 30th day following the completion of the work will result in a late payment fee of 1.5% of the outstanding balance, assessed monthly until paid in full. In addition to a late payment fee, HB reserves its right to pursue all available remedies, including filing and perfection of a lien as described in Paragraph 4.
4. **LIEN NOTICE:** AS REQUIRED BY THE ILLINOIS MECHANICS LIEN ACT, HB HEREBY NOTIFIES CONTRACTING PARTY AND PROPERTY OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON PROPERTY OWNER'S LAND MAY HAVE LIEN RIGHTS ON PROPERTY OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO HB, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CONTRACTING PARTY OR PROPERTY OWNER OR THOSE WHO GIVE THE CONTRACTING PARTY OR PROPERTY OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CONTRACTING PARTY OR PROPERTY OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO CONTRACTING PARTY'S OR PROPERTY OWNER'S MORTGAGE LENDER, IF ANY. HB AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
5. **Work Performed:** All work performed by HB is subject to the Proposal, which lists all of the work specifications, as well as all change orders (as of the date of the Proposal) contemplated in Paragraph 6.
6. **Changes to Proposed Work:** Any alterations or deviations from the work specifications included in the Proposal that result in additional costs shall be agreed to via written agreement between the parties. Any costs associated with the changes shall be paid by Contracting Party. All written change orders shall be considered a part of the original proposal.
7. **Work Schedule:** Work shall commence on a date agreed upon by both parties. HB shall perform the work during normal business hours. As the project progresses, the parties may agree to vary the work schedule and adjust the costs accordingly.
8. **Work Completion:** The completion date shall be date Contracting Party receives a final invoice from HB. HB shall provide such notice when the work specified in the Proposal has been completed, inclusive of all change orders contemplated in Paragraph 6, and HB has removed all of its materials from the project location.
9. **Workmanlike Manner:** HB shall complete all work in a workmanlike manner according to standard industry practices.
10. **Agreement Applies to General Contractor:** Where this agreement includes language making a section applicable to a general contractor, it is assumed that HB is acting as the subcontractor, was hired by, and will be paid by the general contractor. Where HB acts as the subcontractor, the guarantees in Paragraph 9 are assumed to be made to the general contractor and not to the property owner. In the event that the property owner pursues an action against HB based on those guarantees, general contractor agrees to indemnify and defend HB in such action. General Contractor guarantees that the property owner is aware of all responsibilities and liabilities listed in these terms and conditions.

11. Subcontractors: HB reserves the right to hire subcontractors at its discretion to fulfill the proposed work specifications, and agrees to pay the subcontractors for their efforts at an agreed upon price.
12. Force Majeure: HB is not liable for the failure to complete the work specifications included in the Proposal when the failure is caused by acts of God, such as, but not limited to, fire, tornado, flooding, and other natural disasters, labor disputes, strikes, materials shortages, terrorist activities, or government action affecting construction.
13. Suspension of Work: HB may suspend work on account of weather or natural disasters, LATE PAYMENTS BY CONTRACTING PARTY, government action, or other emergencies not anticipated by this agreement. Any additional charges that result from the suspension shall be paid for by Contracting Party.
14. Clean-up: HB shall dispose of materials used in construction, including hazardous materials, and will leave the worksite in a clean and orderly condition following completion of construction.
15. HB's Insurance and Hiring Practices: HB shall carry general liability insurance, employer's liability insurance, worker's compensation insurance, and automotive insurance. HB shall provide a certificate evidencing such policies upon request by Contracting Party. HB shall seek and retain qualified and skilled craftspeople to complete the proposed work and will not discriminate on the basis of race, color, sex, age, handicap, veterans status, religious belief, or national origin when hiring its employees.
16. Information and Access: Contracting Party shall provide HB directly with all relevant information necessary to complete construction, and shall do so in a timely manner. Contracting Party will be responsible for any resulting defects, damage, or additional costs caused by a failure to provide HB with such relevant information. Contracting Party shall provide HB and any subcontractors retained by HB with ready access to the work site.
17. Property Owner's Insurance: The property owner shall maintain general liability and property insurance, including waiver of subrogation, where applicable. The property owner shall provide a certificate evidencing such policies if requested by HB.
18. Termination: HB reserves the right to terminate this agreement, at its discretion, in the event that Contracting Party is late in procuring payment, or if HB has a reasonable belief that Contracting Party will not pay following the completion of the proposed work.
19. Governing Law and Dispute Resolution: This agreement is governed by the laws of the State of Illinois, irrespective of conflicts of laws principles. Any disputes or claims arising under the Proposal, these Terms, or any contract entered into thereunder shall be resolved by binding arbitration administered by a single arbitrator in accordance with the American Arbitration Association's Construction Industry Arbitration Rules in effect as of the date of submission of any such dispute or claim. All disputes or claims shall be aggregated and resolved in one arbitration proceeding. The arbitration proceeding shall take place in Lake County, IL.
20. Attorneys' Fees: Contracting Party shall be liable for HB's attorneys' fees incurred in connection with enforcing these Terms and/or the Proposal, collecting payment, or defending or pursuing claims in which HB is found to be the prevailing party.
21. Waiver: Any exception made to any of the above Terms or any extension granted by HB to any of the deadlines described in these Terms shall not be considered as a waiver of that provision.
22. Complete Agreement: These Terms shall be read in conjunction with the accompanying Proposal, shall constitute the final and complete agreement of the parties, and shall supersede any conflicting terms contained in any other document, or expressed orally. Any amendments to the Proposal in the form of change orders shall be considered as part of the original agreement and also subject to these Terms.
23. Execution of the Proposal: By signing the Proposal, Contracting Party accepts both the Proposal and these Terms and consequently agrees to be bound by them

**If accepted, please sign and return one copy. Thank you.**

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **EIGHTEEN THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND 00/100----- (\$18,535.00)**

PAYMENT TO BE MADE WITHIN 30 DAYS OF COMPLETION OF WORK - Or a 1 1/2% Service Charge per month for any past due amount along with all attorney fees involved with collection.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations 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, accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL**

The work specifications, pricing, payment terms, and other terms and conditions (including the attached Proposal Terms, which are incorporated by reference) are hereby accepted; and Holton Brothers is hereby authorized to perform the proposed services in accordance with the foregoing Proposal. Holton Brothers reserves the right to withdraw or modify this proposal at any time prior to acceptance.

**RESPECTFULLY SUBMITTED,**

HOLTON BROTHERS, INC.

By: John I Holton  
John I Holton, Vice President


CUSTOMER (please sign and return one executed contract)

Property Owner

\_\_\_\_\_  
(name)  
Date: \_\_\_\_\_

\*\*\*\*\*

REQUEST FOR BOARD ACTION

<b>AGENDA</b> EPS Agenda		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b>		<b>DEPARTMENT PUBLIC SERVICES</b>		
<b>ITEM</b> Sewer Cleaning, Televising, and Root Cutting		<b>APPROVAL</b>		
<p>There is \$50,000 budgeted in the Water &amp; Sewer Department operations and maintenance fund to contract sewer cleaning, televising, and root cutting within the Village. Staff received 7 bids on March 4, 2011 for this service. The low bidder was American Underground, Inc. with a contract bid of \$37,200.00. This company has worked for the Village in past years with favorable results. A bid comparison is attached.</p> <p>Public Services staff would like to recommend to Committee the award of bid #1485 for the services of sewer cleaning, televising, and root cutting to American Underground, Inc. in the amount of \$37,200.00, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To recommend to the Board of Trustees the award of bid #1485 to American Underground, Inc. in the contract price of \$37,200.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> 
<b>APPROVAL</b>				
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

PROJECT NUMBER: BID NUMBER 1485  
 PROJECT NAME: PROJECT Sewer cleaning/televising/root cutting  
 DATE: DATE March 4, 2011  
 BUDGET: BUDGET  
 ACCOUNT: ACCOUNT 6103-7399

Name:	2009 Bid	Visu-Sewer of Illinois, LLC	American Underground Inc.	Natl Power Rodding	
Address:		9014 Thomas Ave Bridgeview IL 60455	PO Box 569 Glenview IL 60025	2500 W Arlington St. Chicago IL 60612	
Bid Security:		Bond 10%	Bond 10%	Bond 10%	

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Hydrojet Cleaning up to 14" diam.		70,000	0.32	22400.00	0.37	25900.00	0.32	22400.00	0.53	37100.00		
2	Photography of Sewer		5,000	1.08	5400.00	1.15	5750.00	1.08	5400.00	2.04	10200.00		
3	Root Cutting		20,000	0.48	9600.00	1.15	23000.00	0.47	9400.00	0.75	15000.00		
	Extended Total				37400.00		54650.00		37200.00		62300.00		
	Estimated Daily Production	Cleaning			6000.00		3500.00		5000.00		2000.00		
		Televising			3000.00		1500.00		2000.00		500.00		

Name:		Terra Contracting, LLC	Sheridan Plumbing & Sewer Inc.	Midwest Trenchless Tech.	Pipe View LLC
Address:		5787 Stadium Dr. Kalamazoo, MI 49009	100 Tower Dr. #115 Burr Ridge IL 60527	25648 200th St Belle Plaine MN 56011	620 Center St Elgin, IL 60120
Bid Security:			Bond 10%	Bond 10%	Bond 10%

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Hydrojet Cleaning up to 14" diam.		70,000			1.21	84700.00	0.36	25200.00	0.80	56000.00	0.38	26600.00
2	Photography of Sewer		5,000			0.72	3600.00	1.10	5500.00	1.00	5000.00	1.50	7500.00
3	Root Cutting		20,000			0.57	11400.00	0.45	9000.00	1.95	39000.00	1.15	23000.00
	Extended Total						99700.00		39700.00		100000.00		57100.00
	Estimated Daily Production	Cleaning							4500.00		3000.00		3000.00
		Televising							2000.00		1500.00		3000.00

REQUEST FOR BOARD ACTION

**AGENDA** EPS Agenda  
**SECTION NUMBER**

**ORIGINATING**  
**DEPARTMENT PUBLIC SERVICES**

**ITEM** Annual Leak Detection Survey

**APPROVAL**

The Public Services Department received three bids for the annual leak detection survey to be conducted on the Village's water distribution system. Currently there is \$13,6000.00 budgeted for this service. Water Services, who has not done work in the Village in previous years was the low bidder for this service with a contract bid of \$8,200.00. Public Services staff has contacted listed references for Water Services with positive feedback. A bid comparison is attached.

Public Services staff would like to recommend to Committee that Water Services be awarded bid #1486 for leak detection services, and if the Committee concurs the following motion would be appropriate:

**MOTION: To recommend to the Board of Trustees to award bid #1486 for the annual leak detection survey be awarded to Water Services in the amount of \$8,200.00.**

**STAFF APPROVALS**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**MANAGER'S**  
**APPROVAL**

**COMMITTEE ACTION:**

**BOARD ACTION:**



PROJECT NUMBER: 1486  
 PROJECT NAME: ANNUAL LEAK DETECTION SURVEY  
 DATE: March 4, 2011  
 BUDGET: Budget Amount \$14000

Name:	2010 price	ME Simpson Co., Inc.	Water Services	Assoc. Technical Services
Address:		PO Box 1995 Valparaiso, IN 46384-1995	848 Olive St. Elgin, IL 60120-8027	524 W St Charles Rd. Villa Park, IL 60181
Bid Security:		\$1,360 bond	\$820.00 check	\$1,160.00 check

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	leak detection	LF	422,000	0.0300	12660.00	0.0322	13600.00	0.0194	8200.00	0.0275	11605.00
2	mobilization	LS	1	0.000	0.00	0.00	0.00	0.000	0.00	0.00	0.00
Extended Totals					12660.00		13600.00		8200.00		11605.00

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> PUBLIC SERVICES
<b>ITEM</b> FUEL DELIVERY	<b>APPROVAL</b>

Public Services staff has contacted the Suburban Purchasing Cooperative (SPC) fuel vendor for current pricing through the SPC. *A fixed handling fee for delivery is negotiated as the price of petroleum varies. The price of gasoline and diesel is fixed per the OPIS (Oil Price Information Service) Index.* Texor Petroleum Company is the current SPC vendor with a price of \$0.0595 over the OPIS **low** for unleaded and \$0.0869 over the OPIS **low** for diesel. The Village is currently under contract for fuel delivery with Warren Oil, who has offered to extend the terms of the existing contract for a period of one year. Warren Oil's current pricing is \$0.01 over the OPIS **average** for unleaded and \$0.02 over the OPIS **average** for diesel. Currently, there is approximately a three-percent difference between the OPIS low and average. The March 2, 2011 OPIS prices are attached.

Public Services staff, due to the lower price, seeks to agree to a one-year extension to the existing contract #1466 with Al Warren Oil Company, Inc., with prices to remain the same, and if Committee concurs, the following motion would be appropriate:

**MOTION: To recommend to the Board of Trustees a one year extension of contract #1466 with Al Warren Oil Company, Inc., with pricing for fuel delivery to remain at \$0.01 over OPIS average for gasoline and \$0.02 over OPIS average for diesel.**

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:****BOARD ACTION:**

**Thomas Bueser**

**From:** Dan Goding [DGoding@wfscorp.com]  
**Sent:** Tuesday, February 08, 2011 2:59 PM  
**To:** Thomas Bueser  
**Subject:** RE:

Tom:

All is well and I am sorry you have to live near Arnie!

SPC pricing has not changed but here it is

Gasoline:

<6000 gallons \$0.1315 over OPIS low

>6000 gallons \$0.0595 over OPIS low

Diesel Fuel:

<6000 gallons \$0.14 over OPIS low

>6000 gallons \$0.0869 over OPIS low

Freight is included.

Any questions, please feel free to call me.

Thanks,

Dan

708-442-4728

**From:** Thomas Bueser [mailto:tbueser@villageofhinsdale.org]  
**Sent:** Tuesday, February 08, 2011 2:51 PM  
**To:** Dan Goding  
**Subject:**

Hi Dan,

Hope all is well. Can I get the current pricing for fuel per the SPC contract.

Thanks,  
Tom

Tom Bueser  
Asst. Director of Public Services  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521

Phone 630-789-7045  
Fax 630-789-7046  
E-mail tbueser@villageofhinsdale.org

\*\*\* This communication has been sent from World Fuel Services Corporation or its subsidiaries or its affiliates for the intended recipient only and may contain proprietary, confidential or privileged information.  
If you are not the intended recipient, any review, disclosure,

3/7/2011

Village of Hinsdale  
19 E. Chicago Ave  
Hinsdale, IL 60521  
Assistant Director of Public Services

February 4, 2011

Dear Thomas Bueser,

Thank you for the recent call to extend the existing fuel contract with Al Warren Oil Company, Inc. The original signed agreement dated April 6, 2010 (Bid #1466). Please accept this as written notification that Al Warren Oil Company, Inc. wishes to extend the terms entering into another one (1) year agreement to provide diesel fuel and gasoline to the Village of Hinsdale concurrent to the existing Fuel Contract. All terms and conditions are here by agreed to and prices will remain the same. (gasoline Opis average + \$.01 and diesel fuel Opis average + \$.02)

Formal written notification is all that is needed to extend the existing agreement. For our records please send confirmation on Village letterhead to the following address:

Al Warren Oil Company, Inc.  
7439 W. Archer Ave.  
Summit, IL. 60501  
Attention: Scott McGinnis

Al Warren Oil Company, Inc. is looking forward to serving the fuel needs of the Village of Hinsdale in the year 2011. Please feel free to contact me if you have any questions.

Sincerely,



Scott McGinnis  
Sales Representative

**Phone: 800-327-8903      Fax: 708-594-3679**

**Corporate Office**  
7439 West Archer  
Avenue  
Summit, IL 60501

**Terminal Office**  
4243 South Knox  
Avenue  
Chicago, IL 60632

**Hammond Indiana Sales  
Office**  
111 East 142<sup>nd</sup> Street  
Hammond, IN 46327

**Indiana Office**  
729 East 131<sup>st</sup>  
Place

Search

Search Web

Mail Contacts Calendar Notepad

What's New? Mobile Mail Options

Check Mail

New

Mail Search

Join  
Diabeticconnect

Previous | Next | Back to Messages

Mark as Unread | Print

Delete Reply Forward Spam Move...

Check Other Mail [Edit]  
mail.trueswitch.com

FW: OPIS Wholesale Racks with OPIS Spot Mean

Wednesday, March 2, 2011 11:09 AM

From: "Scott McGinnis" &lt;mcginnis@alwarrenoil.com&gt;

To: "Home (skcek@sbcglobal.net)" &lt;skcek@sbcglobal.net&gt;

## Folders

Inbox (54)

Drafts

Sent

Spam (90) [Empty]

Trash [Empty]

My Photos

My Attachments

Chat &amp; Mobile Text [Show]

I am Available

Settings

My Folders [Add - Edit]

AOL\_Mail

Colleens

Incoming\_Saved

New\_Invoice

Notes

Pictures

From: Cathy Klinker

Sent: Wednesday, March 02, 2011 11:09 AM

To: Scott McGinnis

Subject: OPIS Wholesale Racks with OPIS Spot Mean

To align the following data, change the font size to 9 in Courier New.

CHICAGO, IL

2011-03-02 10:01:05 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
\*\*OPIS GROSS RFG ETHANOL(10%) PRICES\*\*

		Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
BP	u	N-10	283.04	+ 4.75	289.97	+ 4.75	299.87	+ 4.75	03/01	18:00
Marathon	u	N-10	283.60	+ 5.25	290.42	+ 5.25	303.60	+ 5.25	03/01	18:00
Valero	u	N-10	285.35	+ 6.55	290.85	+ 6.55	300.35	+ 6.55	03/01	18:00
Valero	b	1-10	285.70	+ 6.00	291.70	+ 6.00	303.70	+ 6.00	03/01	18:00
XOM	b	1-10	285.90	+ 5.20	291.90	+ 5.20	304.90	+ 5.20	03/01	19:00
BP	b	1-10	286.10	+ 4.70	293.60	+ 4.70	307.10	+ 4.70	03/01	18:00
COP	b	1-10	286.20	+ 5.40	292.45	+ 5.40	304.20	+ 5.40	03/01	18:00
Marathon	b	1-10	286.21	+ 5.45	292.39	+ 5.45	304.39	+ 5.45	03/01	18:00
Citgo	b	1-10	286.43	+ 5.50	292.43	+ 5.50	304.93	+ 5.50	03/01	18:00
Shell	b	1-10	286.72	+ 5.15	294.22	+ 5.15	309.74	+ 5.15	03/01	18:00
U.S. Oil	u	N-10	288.00	+ 6.00	---	---	303.00	+ 6.00	03/01	18:00
Citgo	u	1-10	291.93	+ 6.00	302.03	+ 6.00	311.53	+ 6.00	03/01	18:00
LOW RACK			283.04		289.97		299.87			
HIGH RACK			291.93		302.03		311.53			
RACK AVG			286.27		292.91		304.78			
OPIS CHICAGO SPOT MEAN -			03/01							
FOB CHICAGO			277.840		---		---			
OPIS CHICAGO DELIVERED SPOT (SRI) MAIN										
FOB CHICAGO			279.41		283.46		289.54			
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB CHICAGO			284.53		288.58		294.66			
BRD LOW RACK			285.70		291.70		303.70			
BRD HIGH RACK			286.72		294.22		309.74			
BRD RACK AVG			286.18		292.67		305.57			
UBD LOW RACK			283.04		289.97		299.87			
UBD HIGH RACK			291.93		302.03		311.53			
UBD RACK AVG			286.38		293.32		303.67			
CONT AVG-03/02			286.27		292.91		304.78			
CONT LOW-03/02			283.04		289.97		299.87			
CONT HIGH-03/02			291.93		302.03		311.53			

CHICAGO, IL

LOW RETAIL	332.97
AVG RETAIL	359.05
LOW RETAIL EX-TAX	276.59
AVG RETAIL EX-TAX	293.04

CHICAGO, IL

2011-03-02 10:01:05 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	304.99	+ 8.41	-- --	-- --	-- --	-- --	03/01	18:00
BP	u N-10	305.51	+ 2.87	339.27	+ 2.87	-- --	-- --	03/01	18:00
Marathon	u N-10	305.70	+ 9.10	330.75	+ 7.50	-- --	-- --	03/01	18:00
Valero	u N-10	306.10	+ 8.95	-- --	-- --	-- --	-- --	03/01	18:00
Citgo	b 1-10	307.01	+ 9.50	350.51	+ 9.50	310.16	+ 9.50	03/01	18:00
Citgo	u 1-10	308.16	+ 9.50	350.51	+ 9.50	310.16	+ 9.50	03/01	18:00
XOM	b 1-10	308.27	+ 8.13	-- --	-- --	-- --	-- --	03/01	19:00
COP	b 1-10	308.30	+ 8.80	343.30	+ 8.80	310.30	+ 8.85	03/01	18:00
Valero	b 1-10	308.35	+ 8.95	-- --	-- --	-- --	-- --	03/01	18:00
BP	b 1-10	308.60	+ 9.40	342.90	+ 9.40	312.60	+ 9.40	03/01	18:00
Marathon	b 1-10	309.29	+ 9.19	334.60	+ 7.58	-- --	-- --	03/01	18:00
LOW RACK		304.99		330.75		310.16			
HIGH RACK		309.29		350.51		312.60			
RACK AVG		307.30		341.69		310.81			
OPIS CHICAGO SPOT MEAN - 03/01									
FOB CHICAGO		299.350		-- --		299.350			
OPIS CHICAGO DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		301.04		-- --		303.29			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		310.11		-- --		312.36			
BRD LOW RACK		307.01		334.60		310.16			
BRD HIGH RACK		309.29		350.51		312.60			
BRD RACK AVG		308.30		342.83		311.02			
UBD LOW RACK		304.99		330.75		310.16			
UBD HIGH RACK		308.16		350.51		310.16			
UBD RACK AVG		306.09		340.18		310.16			
CONT AVG-03/02		307.30		341.69		310.81			
CONT LOW-03/02		304.99		330.75		310.16			
CONT HIGH-03/02		309.29		350.51		312.60			

CHICAGO, IL 2011-03-02 10:01:05 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	305.39	+ 8.41	-- --	-- --	-- --	-- --	03/01	18:00
BP	u N-10	306.01	+ 2.87	339.77	+ 2.87	-- --	-- --	03/01	18:00
Marathon	u N-10	306.20	+ 9.10	331.75	+ 7.50	-- --	-- --	03/01	18:00
Valero	u N-10	306.45	+ 8.95	-- --	-- --	-- --	-- --	03/01	18:00
Citgo	b 1-10	307.51	+ 9.50	351.01	+ 9.50	310.21	+ 9.50	03/01	18:00
Citgo	u 1-10	308.71	+ 9.50	351.01	+ 9.50	310.21	+ 9.50	03/01	18:00
XOM	b 1-10	308.77	+ 8.13	-- --	-- --	-- --	-- --	03/01	19:00
COP	b 1-10	308.80	+ 8.80	343.80	+ 8.80	-- --	-- --	03/01	18:00
BP	b 1-10	309.10	+ 9.40	343.40	+ 9.40	313.10	+ 9.40	03/01	18:00
Marathon	b 1-10	309.80	+ 9.19	335.61	+ 7.58	-- --	-- --	03/01	18:00
LOW RACK		305.39		331.75		310.21			
HIGH RACK		309.80		351.01		313.10			
RACK AVG		307.67		342.34		311.17			
OPIS CHICAGO DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		301.39		-- --		303.64			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		310.46		-- --		312.71			
BRD LOW RACK		307.51		335.61		310.21			
BRD HIGH RACK		309.80		351.01		313.10			
BRD RACK AVG		308.80		343.46		311.66			
UBD LOW RACK		305.39		331.75		310.21			
UBD HIGH RACK		308.71		351.01		310.21			
UBD RACK AVG		306.55		340.84		310.21			
CONT AVG-03/02		307.67		342.34		311.17			
CONT LOW-03/02		305.39		331.75		310.21			
CONT HIGH-03/02		309.80		351.01		313.10			

CHICAGO, IL 2011-03-02 10:01:05 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS ULTRA LOW SULFUR WINTER DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	b 1-10	301.64	+ 2.65	-- --	-- --	-- --	-- --	02/28	19:00
Shell	u N-10	305.99	+ 8.41	-- --	-- --	-- --	-- --	03/01	18:00
Valero	u N-10	308.35	+ 8.95	-- --	-- --	-- --	-- --	03/01	18:00
BP	b 1-10	311.10	+ 9.40	-- --	-- --	-- --	-- --	03/01	18:00
U.S. Oil	u N-10	-- --	-- --	-- --	-- --	310.00	+ 9.00	03/01	18:00
LOW RACK		301.64		-- --		310.00			
HIGH RACK		311.10		-- --		310.00			
RACK AVG		306.77		-- --		310.00			
OPIS CHICAGO DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		301.04		-- --		303.29			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		310.11		-- --		312.36			
BRD LOW RACK		301.64		-- --		-- --			
BRD HIGH RACK		311.10		-- --		-- --			
BRD RACK AVG		306.37		-- --		-- --			
UBD LOW RACK		305.99		-- --		310.00			
UBD HIGH RACK		308.35		-- --		310.00			
UBD RACK AVG		307.17		-- --		310.00			
CONT AVG-03/02		306.77		-- --		310.00			
CONT LOW-03/02		301.64		-- --		310.00			
CONT HIGH-03/02		311.10		-- --		310.00			

CHICAGO, IL 2011-03-02 10:01:05 EST

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS ULTRA LOW SULFUR RED DYE WINTER DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	b 1-10	302.14	+ 2.65	-- --	-- --	-- --	-- --	02/28	19:00
Shell	u N-10	306.39	+ 8.41	-- --	-- --	-- --	-- --	03/01	18:00

BID NUMBER 1466  
 PROJECT NAME: Fuel  
 DATE: 26-Mar-10

Name:		2009 bid	WARREN OIL		TEXOR		OSCO INC	
Address:			111 E 142nd St. Hammond, IN 46327		3340 S Harlem Ave. Riverside, IL 60546		13351 Main St Lemont, IL 60439	
Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price
					\$1,300.00 check		\$1,331.00 check	
							\$1,400.00 check	

1 Unleaded gasoline

a	OPIS	GAL	54,300	varies	0.00	varies	0.00	varies	0.00
b	markup	GAL	54,300	0.1950	1,058.85	0.0100	543.00	0.0300	1,629.00
c	Federal tax	GAL	54,300	0.0027	146.61	0.0000	0.00	0.0010	54.30
d	State tax	GAL	54,300	0.1900	10,317.00	0.1900	10,317.00	0.1900	10,317.00
TOTAL									
				0.3877	11,522.46	0.2000	10,860.00	0.2101	11,408.43
								0.2210	12,000.30

2 No. 2 diesel fuel April-Oct

a	OPIS	GAL	5,300	varies	0.00	varies	0.00	varies	0.00	
b	markup	GAL	5,300	0.0250	132.50	0.0200	106.00	0.0198	104.94	159.00
c	Federal tax	GAL	5,300	0.0029	15.37	0.0000	0.00	0.0029	15.37	5.30
d	State tax	GAL	5,300	0.2150	1,139.50	0.2150	1,139.50	0.2150	1,139.50	1,139.50
TOTAL				0.2429	1,287.37	0.2350	1,245.50	0.2377	1,259.81	1,303.80

3 No. 2 diesel fuel Nov-March

a	OPIS	GAL	2,700	varies	0.00	varies	0.00	varies	0.00			
b	markup	GAL	2,700	0.0250	67.50	0.0200	54.00	0.0198	53.46			
c	Federal tax	GAL	2,700	0.0029	7.83	0.0000	0.00	0.0029	7.83			
d	State tax	GAL	2,700	0.2150	580.50	0.2150	580.50	0.2150	580.50			
TOTAL					0.2429	655.83	0.2350	634.50	0.2377	641.79	0.4310	1,163.70

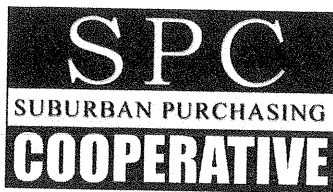
Extended Totals

13,465.66

12,740.00

13,310.03

14,467.80



# *A Joint Purchasing Program For Local Government Agencies*

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## **Suburban Purchasing Cooperative Gasoline & Fuel Program**

The Suburban Purchasing Cooperative (SPC) is a joint Purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors and Managers Conference (DMMC), South Suburban Mayors and Managers Association (SSMMA) and Will County Governmental League (WCGL). Together the SPC represents 143 municipalities and townships in the Chicagoland region. The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis. The goal of the SPC is to combine the resources and purchasing power of governments and not-for-profit entities to jointly negotiate advantageous contract terms on a line of high quality products at the lowest possible price.

The Suburban Purchasing Cooperative (SPC) offers a gasoline and fuel contract with Texor Petroleum Company a division of World Fuel Services for the provision of Diesel, Bio- Diesel, Gasoline and Ethanol fuels. The current Suburban Purchasing Cooperative (SPC) contract extension is from June 6, 2010 until June 5, 2011. The contract is divided up by geographic zones, and within each zone the contract is further divided to deliveries based on storage capacities of municipalities and other government entities. Bids were solicited for deliveries in quantities in excess of 6,000 gallons, and less than 6,000 gallons. The grade descriptions and ratings in the bid are as follows:

- A. Regular Unleaded Gasoline – Minimum 87 Octane
- B. Mid-Grade Regular Gas, 89 Octane
- C. Premium Unleaded Gasoline – Minimum 92 Octane
- D. Low Sulfur Clean Diesel Fuel, Grade #2 (15 PPM)
- E. Low Sulfur Clean Diesel Fuel Winter Mixture, 30% Grade #1 & 70% Grade (PPM)
- F. B20 Bio Fuel
- G. E75
- H. E85
- I. Ultra Low Diesel Fuel

With this program, participants will pay the OPIS (Oil Pricing Information Service) Low price for the day of delivery, plus applicable taxes, and profit margin. The savings vary depending on the performance of the OPIS index. The OPIS Newsletter is published on Monday of each week and is referenced for deliveries made from Monday through Sunday of each week. The mark-up amount remains firm throughout the contract. All billing is handled through the vendor. To participate in this contract or with any technical questions, please contact Dan Goding at 708-408-1999. If you have any other questions, please feel free to contact your Council of Government representative listed below.

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