

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
TUESDAY, SEPTEMBER 12, 2011**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 5:05 P.M., Tuesday September 12, 2011, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

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

ABSENT: Trustee William Haarlow

ALSO PRESENT: Dave Cook, Village Manager; Darrell Langlois, Finance Director; George Franco, Director of Public Services; Robert McGinnis, Director of Community Development; Michael Kelly, Fire Chief; Al Diaz, Assistant Village Engineer; Tom Bueser, Deputy Director of Public Services; John Finnell, Village Forester.

Approval of Minutes – August 16, 2011

The EPS Committee reviewed the minutes from the August 16, 2011 meeting. Chairman LaPlaca and Trustee Saigh added comments to the minutes. Trustee Saigh motioned for approval of the August 16, 2011 minutes as amended. Trustee Geoga seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco updated the committee on the end date for water & sprinkler restrictions (September 15th) and elm inoculation. Trustees asked questions concerning information in the monthly report. Chairman LaPlaca asked about the status of the Highland Station evergreen tree installation. Mr. Franco stated that two twelve foot trees are scheduled to be planted in October.

Resident Request for Parkway Tree Removal (221 E. 9th Ct) Chairman LaPlaca introduced this agenda item. Mr. Matt Thumm, Wingren Landscape, addressed the committee. Trustees asked questions of Mr. Thumm and Mr. Finnell. The trustees did not feel it was appropriate to remove parkway trees solely because they were not aesthetically pleasing or do not fit into the landscaping plan. The committee unanimously agreed to not approve the request to remove the trees.

Resident Request for Parkway Tree Removal (125 W. 4th St) Chairman LaPlaca introduced this agenda item. Mr. Dennis Parsons addressed the committee. Trustees asked questions of Mr. Parsons, his engineer – Mr. Jeff Spirek, and Mr. Finnell. After further discussion, the committee unanimously approved the request to remove the tree.

Mr. Franco asked for and received permission from the committee to seek quotes for sidewalk snow removal in the central business district. Mr. Franco also explained the Village's leaf pick-up policy and asked for any committee comments.

Engineering Monthly Report

Mr. Diaz updated committee on the status of Veeck Park material removal, Oak Street Bridge replacement, 2011 Resurfacing Project, the Chestnut Street Project, 2012 Resurfacing and Reconstruction Projects, and the BNSF crossing improvements. Mr. Cook expounded upon coordination with other organizations for Veeck Park restoration, the status of the IEPA violations, and grant applications.

Resident Request for a Sidewalk on the East side of South Washington between 55th and 57th Street. Chairman LaPlaca introduced this agenda item. Mr. Sprovieri was not on hand to address the committee. Trustee Geoga noted that this block is not on the Village master sidewalk plan. As such, the request would be scrutinized as to whether the residents want a sidewalk and whether it damages parkway trees. Trustee Saigh suggested that if this sidewalk is approved, it may be a good candidate for a pervious surface which would have less impact on the parkway trees. Chairman LaPlaca asked for more information concerning the sidewalk. This includes whether it could be constructed without impacting trees. Additionally, Mr. Sprovieri should understand that the sidewalk construction would be solely under Village supervision and subject to the tree preservation ordinance.

Presentation by the Beatification Task Force. Chairman LaPlaca introduced this agenda item. Resident Joseph Ryne and Candace Cleveland addressed the committee concerning a request that the Village maintain the organization as a citizen advisory group. The committee discussed the issues presented. The committee and Mr. Ryne agreed that concerned citizens could form a citizen advisory group and that no formal recognition by the Village was required of this group.

Woodlands Green Infrastructure Improvements Survey Results. Chairman LaPlaca introduced this agenda item. Mr. Langlois summarized the Woodlands survey results. Trustee Geoga presented financial information concerning the Woodlands program. The committee discussed the results of the survey and the financial information. Mr. Bill Seith, President of the Woodlands/Highlands Association,

addressed the committee. Residents including Tony Rossi, 700 Taft; Don Barnecki, 621 E. Sixth; Milo Siegel, 529 E. Seventh; Joe King, 606 Dalewood; Tom Hanson, 924 Cleveland; and Marie Rossi, 700 Taft addressed the committee. Chairman LaPlaca concluded the discussion by noting that this will be on the Board of Trustees agenda on September 20, 2011.

Discussion Regarding Potential Amendments to Ordinance 4-2-8-1, Permitted Open Fires. Chairman LaPlaca introduced this agenda item. Mr. Robb McGinnis and Fire Chief Michael Kelly provided comments and answered Trustee questions concerning the agenda item. The committee directed staff to prepare an ordinance to amend the ordinance and present it to the committee.

To Approve the Request from Martam Construction, Inc. to Change the Chestnut Street Project's daily start time from 8:00 AM to 7:00 AM during Phase 1. Chairman LaPlaca introduced this agenda item. Trustee Saigh motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

To Approve a Resolution for the Chestnut Street Construction Contract Change Order Number 1 in the amount of (\$25.00) to Martam Construction, Inc. Chairman LaPlaca introduced this agenda item. Mr. Finnell added his comments concerning the agenda item. Trustee Saigh motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

To Approve a Resolution for the 2011 Resurfacing Project Contract Change Order Number 2 in the amount of (30,536.40) to Brothers Asphalt Paving, Inc. Chairman LaPlaca introduced this agenda item. Trustee Saigh motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

To Approve the replacement of a Bobcat – Tool Cat to Atlas Bobcat in the amount of \$40,277.00. Chairman LaPlaca introduced this agenda item. Mr. Franco added his comments concerning the agenda item. Trustee Saigh motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

To Approve award of bid #1502 to April Building Services, in the amount of \$146,680.00. Chairman LaPlaca introduced this agenda item. Mr. Franco added his comments concerning the agenda item. Trustee Geoga motioned to reject bid #1503 and to approve bid #1502. Trustee Saigh seconded. The motion passed unanimously.

To Approve the Disbanding of the current Beautification Task Force and the formation of Beautify Hinsdale Citizen Advisory Group. Due to the earlier discussion, this motion was withdrawn.

Chairman LaPlaca announced that future committee meetings will start at 7:30 PM.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Geoga seconded. Motion carried and the meeting was adjourned at 8:00 P.M.

Respectfully submitted,

Dan Deeter
Village Engineer

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
**SUBJECT: PUBLIC SERVICES MONTHLY REPORT-
SEPTEMBER, 2011**

Date: 10/11/11

The Public Services Department has been preparing for the fall and winter seasons, concentrating on completing the asphalt grinding and resurfacing list, completing concrete and asphalt repairs from main breaks/basin repairs, and preparing winter snow removal equipment. Public Service crews have continued to assist with special events which have included: the Farmers Market, the annual Chamber of Commerce garage sale held at the Public Services building, the annual Oktoberfest held by the Hinsdale Bank & Trust, and the Police/Fire Department open house. Crews have been concentrating on roadway grinding and resurfacing on specified streets, for completion before the upcoming winter season which include:

- 5th St. from Garfield to Park.
- Chicago Avenue from Garfield to Blaine.
- Hickory St. from Elm to Oak.
- Grant St. from North to Center.
- Woodland Avenue from Cleveland to Taft.
- Taft St. from 55th to Woodland.
- Harding Road from 7th to Woodland.
- The pedestrian bridge over I 294.
- Garfield St. from York to Ayres.

Public Services crews have used approximately 162 tons of asphalt for these repairs for a material cost of approximately \$8,910.00. Crews will continue to work on the asphalt grinding/patching list and anticipate completion weather permitting, by the end of October.

During the month of September, crews also responded to and repaired six water main breaks. The dates, location, and size of the water main breaks are as follows:

- | | | |
|------------|---------------------|--------------|
| 1. 9/1/11 | KLM Platform Tennis | 4" PVC |
| 2. 9/1/11 | Lincoln & Center | 6" Cast Iron |
| 3. 9/16/11 | 600 Woodland | 6" Cast Iron |
| 4. 9/22/11 | 424 Briargate | 6" Cast Iron |
| 5. 9/28/11 | Madison & Birchwood | 6" Cast Iron |
| 6. 9/28/11 | Madison & Birchwood | 6" Cast Iron |

The Public Services Department has been involved in other projects, which include:

- The completion of the contractual fertilization and pesticide application to approved green spaces throughout the Village.
- The over seeding to improve upon current turf conditions at Burns Field, Stough Park, Melin Park, Dietz Park, Robbins Park, Veeck Park, Burlington Park, and KLM.
- Coordinate and prepare Village Hall for the tuck pointing project.
- Public Service crews continued the electrical work at the two new platform tennis courts at KLM. Currently, crews are making final electrical hook ups for heaters, timers, and lighting while waiting for electrical service changeover by Com Ed.
- Public Services crews continued work on the berm at KLM placing seed and erosion control blanket on the west side of the berm. Crews

will be placing boulders on the east side of the berm, which once completed final seeding and blanket will be added.

- Public Services staff reviewed and commented on 16 tree preservation plans submitted for building permits.
- Village staff has coordinated crews to complete weekend refuse removal in parklands and the Business District.
- Public Services crews pruned all trees along Columbia Avenue from First St. to Third St. to assist with the storm sewer construction on that block.

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

PUBLIC SERVICE MONTHLY REPORT FOR AUG. 2011

ROADWAY

13.00 SIGNS
10.00 POSTS
4.00 SIGNS REPAIRED
2.00 TONS OF COLD MIX USED FOR POTHoles
176.00 TONS OF HOT MIX
0.00 TONS OF GRAVEL FOR ALLEYS ACT,
5.00 WHITE PAINT
15.00 YELLOW PAINT
37.50 MAN HOURS BASIN TOP CLEANING
0.00 MAN HOURS ALLEY GRADING
0.00 MAN HOURS ALLEY TRIMMING
0.00 YARD OF CONCRETE

SNOW / ICE

0.00 Times crews where called out for snow and ice.
0.00 Tons of road salt used
0.00 Tons of salt + calcium for walks, ramps, stairs and train platforms.

TREE MAINT

7.00 TREES TRIMMED BY VILLAGE STAFF
24.00 TREES REMOVED BY VILLAGE STAFF
36.00 ELM TREES DETECTED BY STAFF 12 Pub.24Private
4.00 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
0.00 TREES TRIMMED BY CONTRACTOR
1.00 NON ELMS REMOVED BY CONTRACTOR
0.00 ELMS REMOVED BY CONTRACTOR

EQUIP MAINT

8.00 SCHEDULED MAINT
37.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

81438.00 GALLONS OF WATER PUMPED TO DISTRIBUTION SYSTEM
89483.00 PUMPED IN SEPTEMBER 2010
570.00 FEET OF SEWER LINES CLEANED
1.00 SEWER BACKUP INVESTIGATIONS
1.00 BASINS REPAIRED
0.00 BASINS REBUILT
5.00 BASINS CLEAN FROM DEBRIS INSIDE
131.00 METER READINGS
13.00 WATER METERS REPAIRED
13.00 WATER METERS INSTALLED
0.00 HYDRANTS REPAIRED
5.00 HYDRANTS FLUSHED
6.00 WATER MAINS REPAIRED

- 0.00 SEWER SERVICE LOCATED
- 508.00 J U L I E LOCATE REQUEST
- 3.00 WATER CONNECT OR DISCONNECT INSPECTIONS
- 10.00 VALVES EXERCISED
- 1.00 VALVES REPAIRED
- 6.00 WATER METERS REMOVED
- 0.00 SEWER CONNECT INSPECTIONS
- 0.00 FOUNTAINS SERVICED

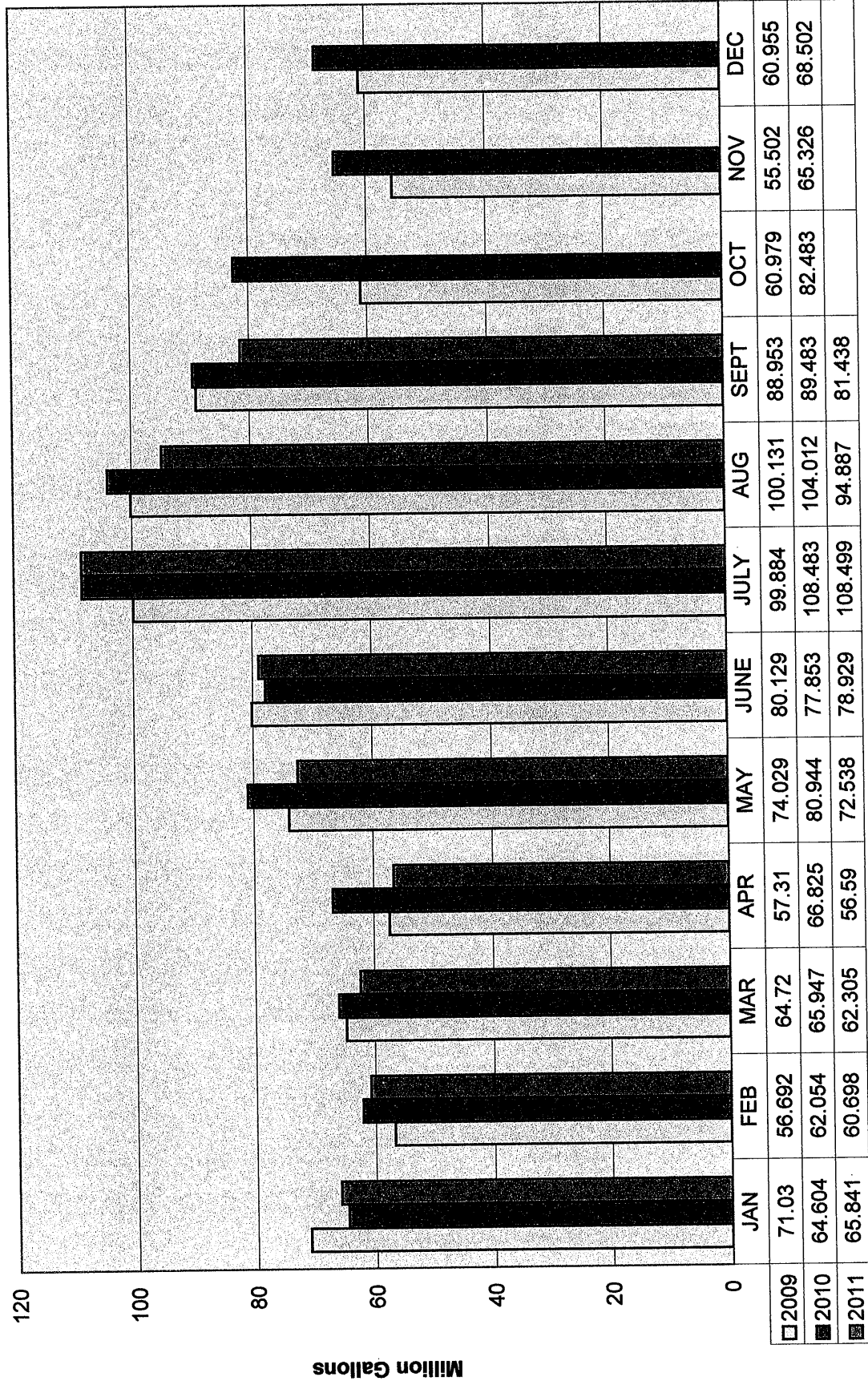
PARKS MAINTENANCE

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick, cleaning of the restrooms, and maintenance to all athletic fields. All contractual landscape maintenance has been completed, as well as watering and weeding of flower beds and pots in the business district. Staff has completed the layout and marking of athletic fields for the fall season. The contractual fertilizing and pesticide application has been completed as well as over seeding of turf areas at the following parks: Burns Fiels, Stough, Melin, Dietz, Robbins, KLM, Burlington, and Veeck. Aeration of all fields has begun. Irrigation repairs have been made at Brook, Veeck, and Robbins parks. Staff has added mulch to flower beds throughout the Village and made necessary repairs to soccer goals, tennis nets, and basketball nets.

BUILDING MAINTENANCE

Building maintenance crews have been monitoring and servicing cooling systems as needed. Generators at the Memorial Building and Police/Fire Departments were tested for proper operation. Staff worked with a April Building Services to begin the Memorial Hall tuck pointing project. Service calls for September include: PD/FD HVAC control repairs, KLM barn concrete repair, platform tennis heater repairs at KLM and Burns Field, toilet repairs at park buildings, and preparation of all boilers in Village owned buildings in preparation of winter.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520**MONTHLY REPORT****Month: September, 2011**

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average		
1	3291	0.83	0.04	1.10	71	91	0.00
2	3707	0.84	0.04	1.07	71	90	0.00
3	3241	0.87	0.04	1.11	71	87	0.00
4	2235				71		0.00
5	2821	0.83	0.04	1.08	71	75	0.95
6	2975	0.84	0.04	1.09	70	70	0.00
7	2993	0.92	0.04	1.00	70	65	0.00
8	2920	0.87	0.04	1.00	70	65	0.00
9	2507	0.82	0.04	0.98	69	65	0.05
10	2739	0.88	0.04	1.02	69	72	0.00
11	2948				69		0.00
12	3292	0.85	0.04	1.01	69	80	0.00
13	3223	0.98	0.03	0.98	69	71	0.00
14	2912	0.96	0.04	0.97	69	67	0.00
15	3015	1.00	0.04	1.00	68	61	0.08
16	2831	0.94	0.04	1.01	68	60	0.00
17	3058	0.91	0.04	1.00	67	71	0.00
18	2541				67		0.00
19	2195	0.89	0.04	1.02	67	62	0.00
20	2395	0.82	0.04	1.04	67	60	0.70
21	2630	0.84	0.04	1.06	66	65	0.00
22	2940	0.86	0.04	1.04	66	67	0.00
23	2622	0.85	0.04	1.06	66	64	0.00
24	2423	0.87	0.04	1.00	66	60	0.00
25	2310				65		0.00
26	2242	0.85	0.04	1.03	65	60	1.30
27	2074	0.80	0.03	1.00	64	61	0.40
28	2212	0.82	0.04	1.02	64	56	0.30
29	2145	0.84	0.03	1.04	64	55	0.30
30	2001	0.86	0.04	1.05	64	50	0.20

Day	Dist x1000	Free CL₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H₂O Temp Average	Air Temp Average	Total Precip
Sum:	81438						4.28
Avg:	2715	0.87	0.04	1.03	68	67	0.14
Max:	3707	1.00	0.04	1.11	71	91	1.30
Min:	2001	0.80	0.03	0.97	64	50	0.00

Reported By: Mark Pelkonsh

VILLAGE OF HINSDALE, PLANT REPORT

Month: September, 2011

Day	Flow		—CL ₂ Residual —		Turbidity Average (NTU)	Fluoride		H ₂ O Temp		Air Temp		Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)		Lab (ppm)	Average (ppm)	Average (F)	Average (F)	Average (F)		
1	3291	0	3291	0.78	0.83	1.10	71	91	91	0.00	0.00	
2	3707	0	3707	0.84	0.84	1.07	71	90	90	0.00	0.00	
3	3241	0	3241	0.83	0.87	1.11	71	87	87	0.00	0.00	
4	2235	0	2235	0.84			71			0.00	0.00	
5	2821	0	2821	0.81	0.83	1.08	71	75	75	0.95	0.00	
6	2975	0	2975	0.79	0.84	1.09	70	70	70	0.00	0.00	
7	2993	0	2993	0.88	0.92	1.00	70	65	65	0.00	0.00	
8	2920	0	2920	0.80	0.87	1.00	70	65	65	0.00	0.00	
9	2507	0	2507	0.86	0.82	0.98	69	65	65	0.05	0.00	
10	2739	0	2739	0.99	0.88	1.02	69	72	72	0.00	0.00	
11	2948	0	2948	1.02			69			0.00	0.00	
12	3292	0	3292	0.92	0.85	1.01	69	80	80	0.00	0.00	
13	3223	0	3223	0.93	0.98	0.98	69	71	71	0.00	0.00	
14	2912	0	2912	0.95	0.96	0.97	69	67	67	0.00	0.00	
15	3015	0	3015	0.98	1.00	1.00	68	61	61	0.08	0.00	
16	2831	0	2831	0.93	0.94	1.01	68	60	60	0.00	0.00	
17	3058	0	3058	0.94	0.91	1.00	67	71	71	0.00	0.00	
18	2541	0	2541	0.96			67			0.00	0.00	
19	2195	0	2195	0.87	0.89	1.02	67	62	62	0.00	0.00	
20	2395	0	2395	0.85	0.82	1.04	67	60	60	0.70	0.00	
21	2630	0	2630	0.95	0.84	1.06	66	65	65	0.00	0.00	
22	2940	0	2940	0.99	0.86	1.04	66	67	67	0.00	0.00	
23	2622	0	2622	0.99	0.85	1.06	66	64	64	0.00	0.00	
24	2423	0	2423	0.94	0.87	1.00	66	60	60	0.00	0.00	
25	2310	0	2310	0.87			65			0.00	0.00	
26	2242	0	2242	0.87	0.85	1.03	65	60	60	1.30	0.00	
27	2074	0	2074	0.85	0.80	1.00	64	61	61	0.40	0.00	
28	2212	0	2212	0.82	0.82	1.02	64	56	56	0.30	0.00	
29	2145	0	2145	0.84	0.84	1.04	64	55	55	0.30	0.00	
30	2001	0	2001	0.83	0.86	1.05	64	50	50	0.20	0.00	
Sum:	81438	0	81438							4.28		
Avg:	2715	0	2715	0.89	0.87	1.03	68	67	67	0.14		
Max:	3707	0	3707	1.02	1.00	1.11	71	91	91	1.30		
Min:	2001	0	2001	0.78	0.80	0.97	64	50	50	0.00		

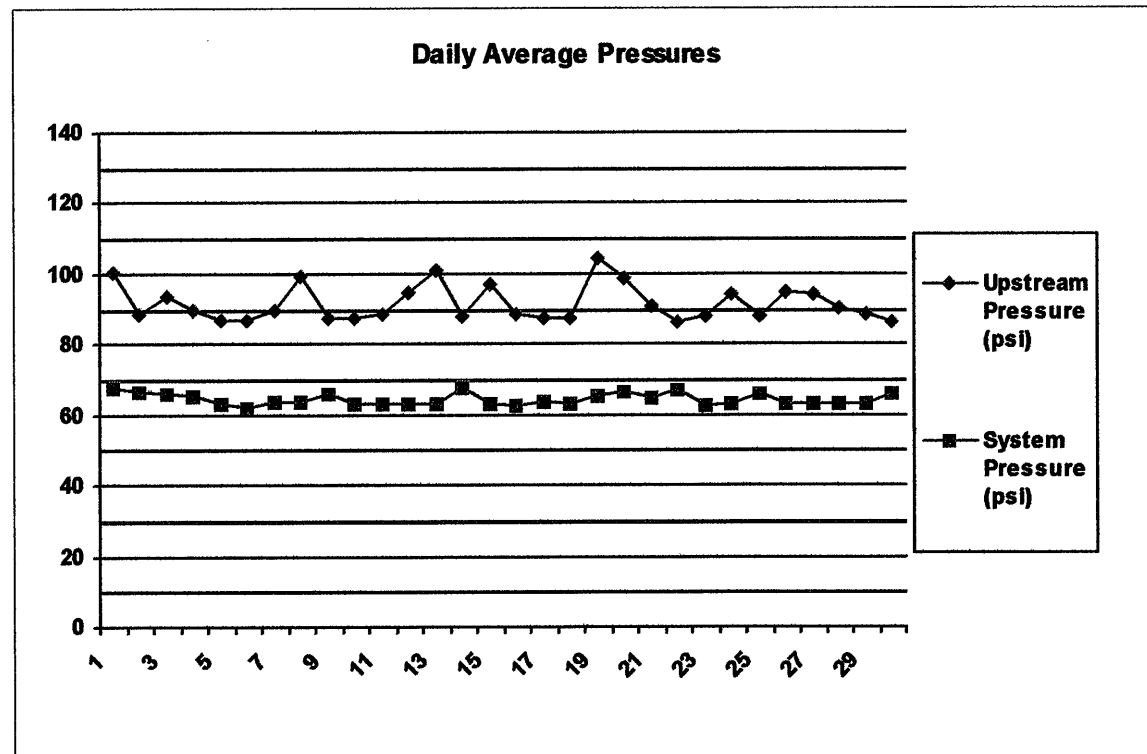
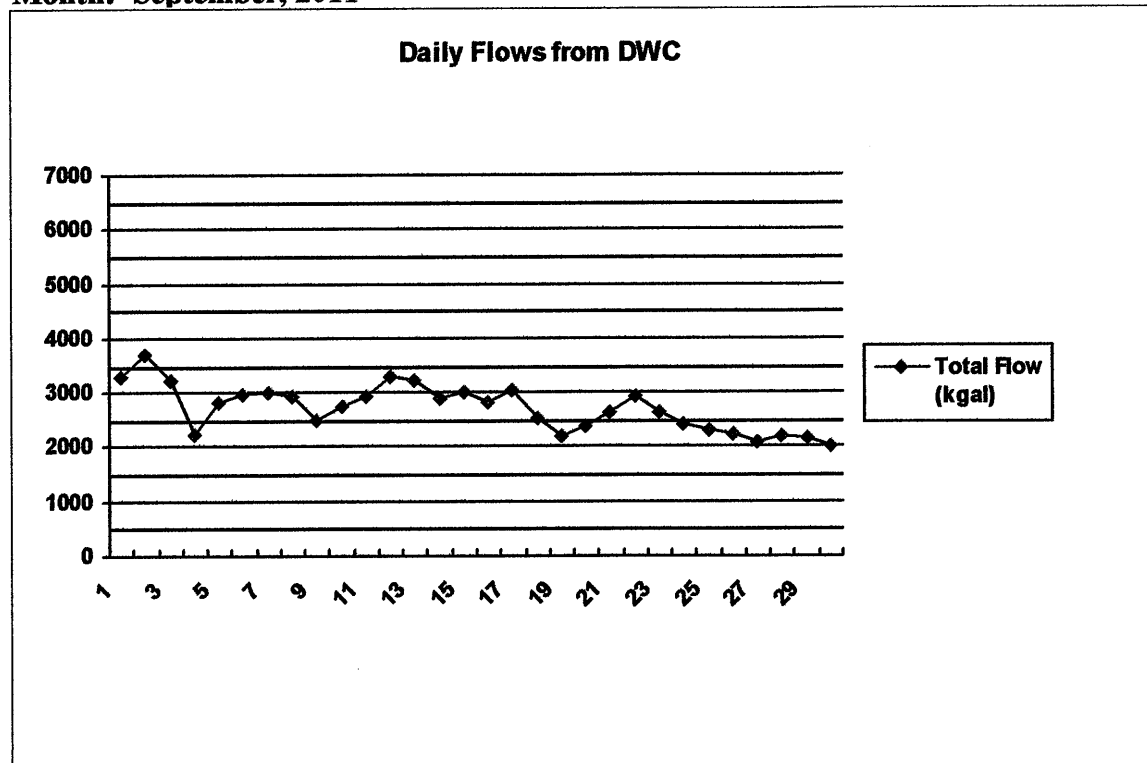
VILLAGE OF HINSDALE, PLANT REPORT

Month: September, 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	3291	89.1	9.1	16.3	92.7	65.2	0.0	0.0	6.4
2	3707	89.3	8.8	16.0	90.8	65.5	0.0	0.0	3.7
3	3241	89.7	9.4	16.5	90.9	65.1	0.0	0.0	4.7
4	2235	90.7	9.8	16.9	95.8	64.2	0.0	0.0	3.5
5	2821	89.3	9.3	16.4	93.1	64.4	0.0	0.0	5.0
6	2975	91.4	9.5	16.6	92.6	65.2	0.0	0.0	4.5
7	2993	91.0	9.4	16.6	93.5	65.3	0.0	0.0	4.9
8	2920	91.4	9.6	16.7	92.2	65.2	0.0	0.0	4.1
9	2507	91.4	9.6	16.7	93.7	64.8	0.0	0.0	4.1
10	2739	91.3	9.5	16.6	93.4	64.9	0.0	0.0	4.6
11	2948	90.5	9.5	16.6	94.1	64.9	0.0	0.0	4.6
12	3292	90.7	9.3	16.4	91.6	65.5	0.0	0.0	5.9
13	3223	90.7	9.3	16.4	92.6	65.4	0.0	0.0	5.8
14	2912	90.4	9.3	16.4	94.3	65.0	0.0	0.0	5.3
15	3015	91.0	9.4	16.5	91.5	65.1	0.0	0.0	4.6
16	2831	91.1	9.3	16.5	93.5	65.0	0.0	0.0	5.5
17	3058	90.9	9.3	16.4	92.9	65.3	0.0	0.0	5.9
18	2541	91.4	9.7	16.9	93.5	64.6	0.0	0.0	3.7
19	2195	91.3	9.5	16.7	93.8	64.4	0.0	0.0	4.4
20	2395	91.1	9.4	16.6	93.6	64.4	0.0	0.0	3.9
21	2630	91.1	9.6	16.7	94.0	64.7	0.0	0.0	3.8
22	2940	90.1	8.8	16.0	90.0	64.7	0.0	0.0	5.2
23	2622	91.3	9.5	16.6	92.7	64.7	0.0	0.0	5.0
24	2423	91.1	9.8	16.9	92.9	64.3	0.0	0.0	3.6
25	2310	90.8	9.7	16.9	94.0	64.2	0.0	0.0	3.7
26	2242	90.8	9.6	16.7	93.1	64.0	0.0	0.0	4.0
27	2074	91.3	9.4	16.6	93.4	64.1	0.0	0.0	4.6
28	2212	91.2	9.4	16.6	94.1	64.1	0.0	0.0	4.9
29	2145	91.0	9.5	16.7	92.8	63.9	0.0	0.0	4.0
30	2001	91.4	9.6	16.7	93.7	64.1	0.0	0.0	4.0
Sum:							0.0	0.0	137.9
Avg:							0.0	0.0	4.6
Max:							0.0	0.0	6.4
Min:							0.0	0.0	3.5

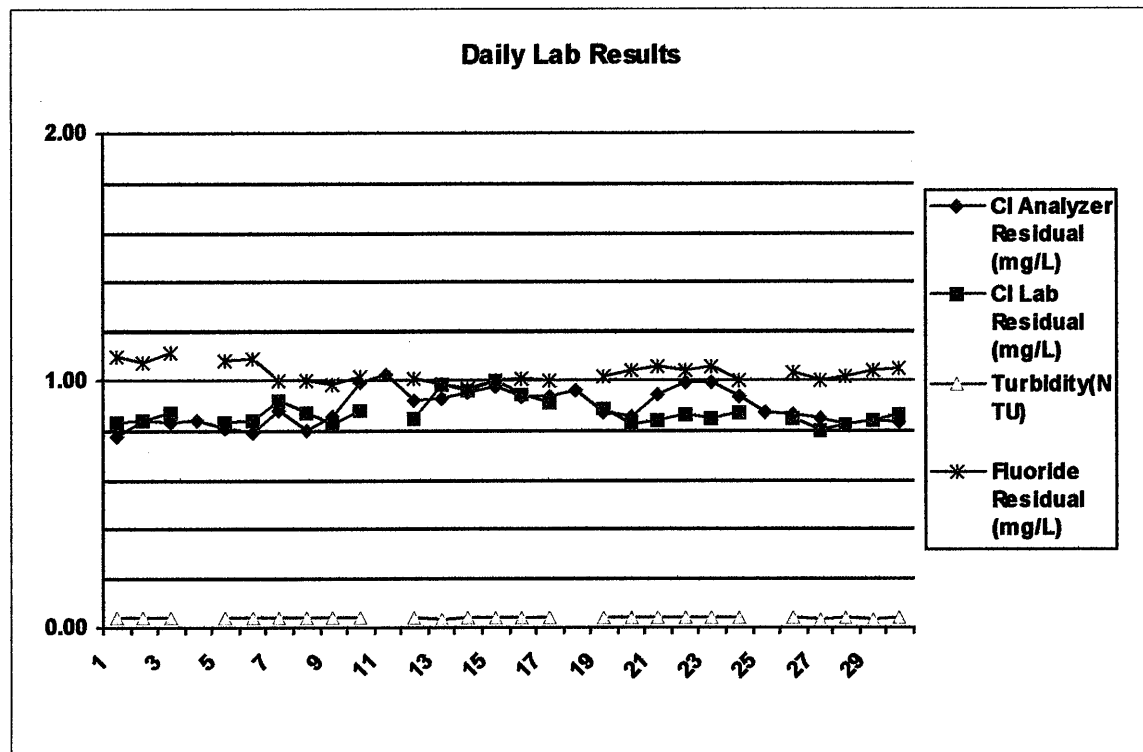
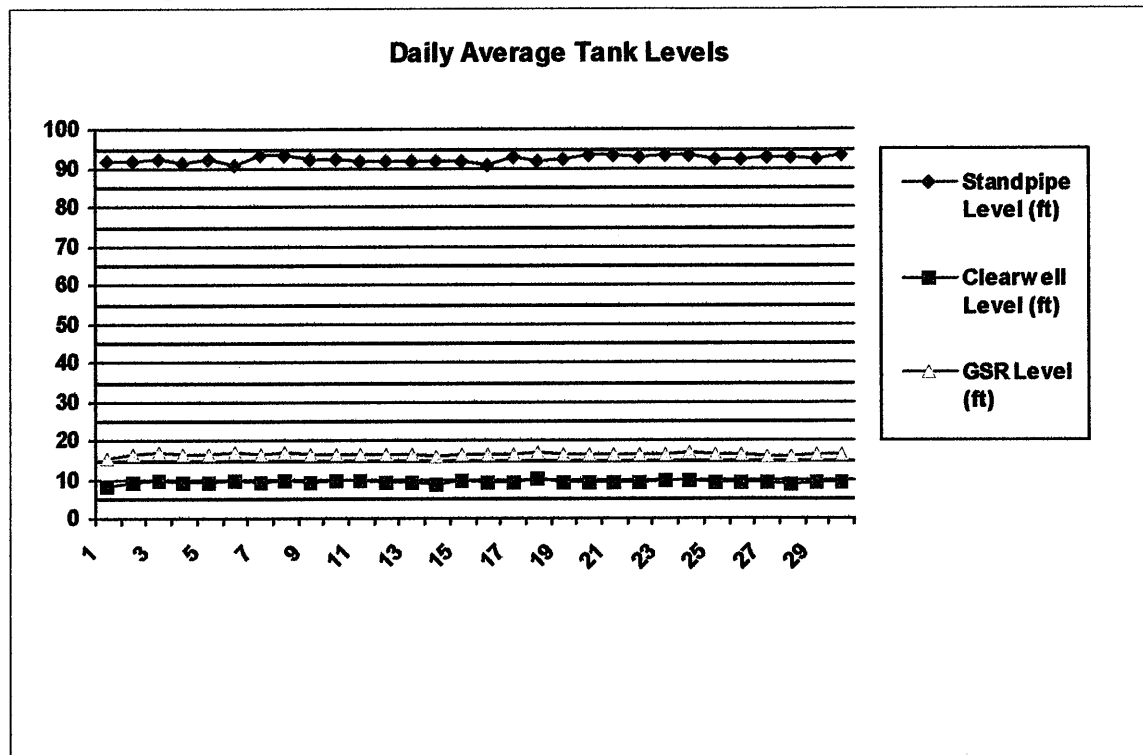
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: September, 2011



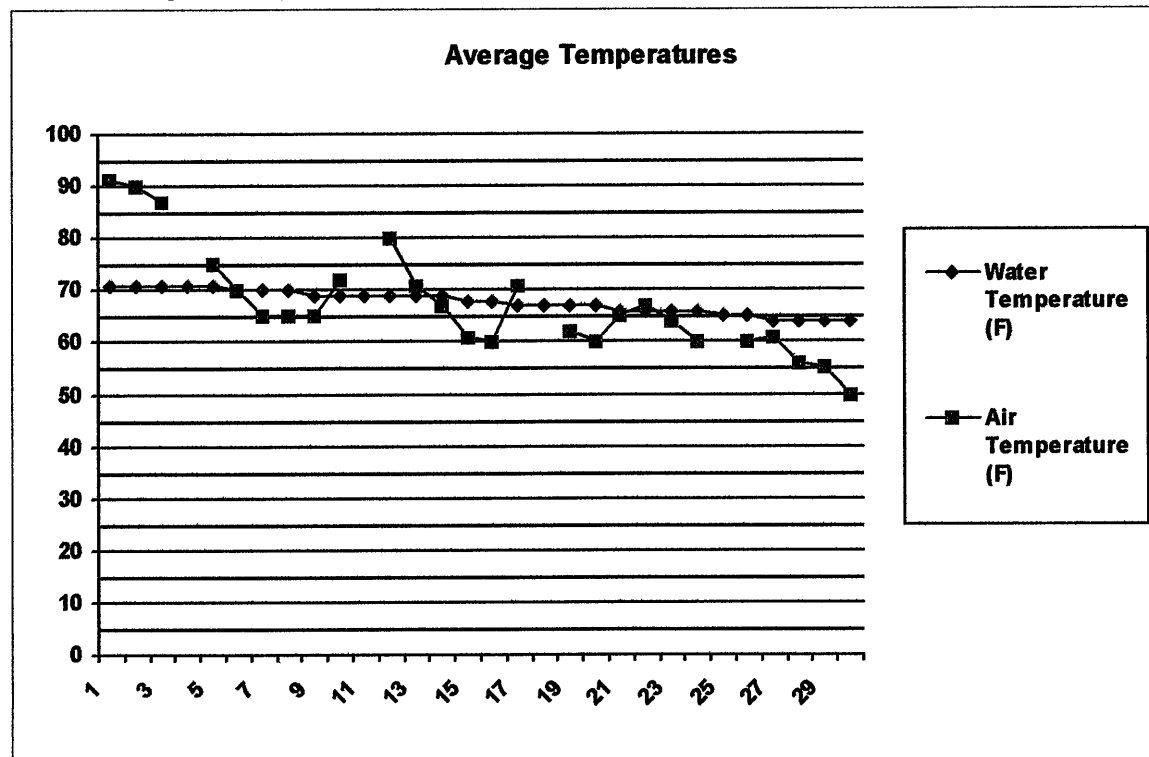
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: September, 2011



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: September, 2011



High Service and Well Pump Maintenance

September 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

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

Well #8 Pump Motor- Check oil, grease fittings, in service for Office Park chillers

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

MONTHLY REPORT FOR September 2011

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>26</u>
# of lab turbidities	<u>26</u>
# of lab pH	<u>26</u>
# of lab fluoride	<u>26</u>
# of precipitation readings	<u>9</u>
# of temperature readings(air)	<u>26</u>
# of temperature readings(water)	<u>30</u>
# of DBP samples	<u>0</u>
# of Pumps serviced	<u>8</u>
# of Lead/Copper Samples	<u>2</u>
# of Sprinkling Notices	<u>2</u>

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: BURLINGTON PARK RETAINING WALL
DATE: 10/11/11

Public Services staff would like to advise Committee of the condition of the existing retaining wall, which is located at the south side of Burlington Park. This retaining wall, which serves as a break between the park and the commuter parking lot to the south, is currently in a state of disrepair. The granite top and existing base of the wall are unable to be repaired by Public Services staff. Crews have been monitoring and maintaining the wall as time permits, placing the granite tops back in place as they fall. However, these occurrences have become more frequent and the granite tops are breaking and unable to be used. Due to the high use of Burlington Park and current state of the retaining wall, staff would like to seek direction from Committee regarding this issue.

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

MEMORANDUM

TO: Chairman LaPlaca and Dave Cook
FROM: Dan Deeter
DATE: October 17, 2011
RE: Engineering Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, 146 site inspections were performed for the month of September by three Engineering employees.

The following capital improvement projects and engineering studies are underway.

Veeck Park Wet Weather Facility

Reinke Excavating Inc. will complete the final grading at the north end of the major soccer fields. The remaining field restoration will be completed by the contractor recommended in the Request For Proposals to be considered in the October 2011 EPS meeting.

Oak Street Bridge Replacement Engineering Phase 1/Environmental Assessment

September 2011 Activities

- Continue alignment studies for new Oak Street Bridge and alternative crossing locations
- Continue coordination of environmental data and Purpose & Need review with IDOT
- Revise and resubmit Purpose & Need document in response to IDOT/FHWA comments
- Begin preparations for Community Working Group Meeting #3
- Begin preparations for Public Information Meeting #2
- Refine travel demand modeling / traffic forecasting
- Project Review Meeting between Clark Dietz, Inc. and Village staff

October 2011 Activities

- Complete travel demand modeling / traffic forecasting
- Complete fatal flaw alignment studies for crossing alternatives
- Prepare for and present project at IDOT/FHWA coordination meeting 10/04/11
- Prepare for and conduct Community Working Group meeting #3 10/13/11
- Prepare for and conduct Public Information Meeting #2 10/26/11

2011 Resurfacing Project

September 2011 Activities

- Pamela Ct/Oak Street. Construct water services and bring system into operation. Resurface.
- Charleston Road. Construct water main and water services. Bring system into operation.
- Third & Fourth Street west of County Line Road. Resurface streets.
- Third Street east of County Line Road. PCC patching. Prepare for bituminous resurfacing between Princeton and Columbia.
- Eighth Streets. Continue concrete patching between Elm and County Line Road.
- First Street. Continue brick street patching. Prepare for resurfacing east of County Line Road.
- Columbia Avenue. Construct storm sewer. Prepare for resurfacing.
- Complete sewer lining on The Lane and Third Street

October 2011 Activities

- Pamela Ct/Oak Street. Complete pavement resurfacing.
- Charleston Road. Prepare for and conduct pavement resurfacing.
- Third & Fourth Street east of County Line Road. Conduct pavement resurfacing.
- Eighth Streets. Complete concrete patching between Elm and Oak Streets.
- First Street. Complete brick street patches. Resurface east of County Line Road.
- Columbia Avenue. Conduct resurfacing operations.
- Revised completion date: November 4, 2011.

Chestnut Street Sewer Separation Project

September 2011 Activities

- Utility companies continue to relocate utilities
- Construction of storm sewer on Thurlow Street completed.
- Construction of sanitary sewer on Thurlow Street completed
- Construction of water main on Thurlow Street begins
- Construction of storm sewer on Chestnut Street begins

October 2011 Activities

- Construction of water main on Thurlow Street completed.
- Construction of storm sewer on Chestnut Street continues.
- Construction of roadway on Thurlow Street begins
- Construction of roadway on Chestnut Street begins.
- Due to delays caused by the Clean Construction Demolition Debris (CCDD) material testing and inspection, Martam is behind schedule to complete phase 1 on time (November 18, 2011). Staff is working with the Martam to develop solutions.

Other Engineering Activities

Woodlands Green Infrastructure Improvements

- HR Green has begun final design for phase 1 improvements
- Village staff has begun coordination for Woodlands SSA
- HR Green completes SSA boundary legal description

2012 Resurfacing.

Staff walked the site with J.J. Benes & Associates to identify design issues.

- | | |
|--|------------------------------|
| ▪ Develop design and bidding documents | November 2011 |
| ▪ Bidding | December 2011 – January 2012 |
| ▪ Award Construction Contract | January/February 2012 |
| ▪ Construction Starts | April 2012. |

2012 Reconstruction (N. Washington/N. Grant Street). Staff met with Clark Dietz on 09/08/11 to review the design issues.

- | | |
|--|-----------------------|
| ▪ Clark Dietz submits 95% complete plans | November 2011 |
| ▪ Final bid documents | December 2011 |
| ▪ Bidding | January/February 2012 |
| ▪ Award Construction Contract | February/March 2012 |
| ▪ Construction Starts | April 2012 |

BNSF Street Crossing Improvements

- | | |
|---|----------------------------|
| ▪ Garfield Street crossing improvement | completed 09/23/11 |
| ▪ Washington Street crossing improvement | completed 10/01/11 |
| ▪ Monroe Street crossing improvement | estimated 10/17 – 11/18/11 |
| ○ Material availability has delayed the Monroe Street project start | |

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

Monthly Data
Veeck Park Wet Weather Facility
Hinsdale, IL

10/7/2011

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches)
09/01/11	0.00		3.11	
09/02/11	0.00		2.16	
09/03/11	0.03		5.56	
09/04/11	0.02		2.66	
09/05/11	0.00		3.15	0.95
09/06/11	0.00		3.26	
09/07/11	0.00		3.31	
09/08/11	0.00		3.34	
09/09/11	0.00		1.76	0.05
09/10/11	0.00		1.89	
09/11/11	0.00		2.04	
09/12/11	0.00		2.16	
09/13/11	0.00		2.17	
09/14/11	0.00		2.71	0.08
09/15/11	0.00		2.70	
09/16/11	0.00		2.68	
09/17/11	0.00		2.70	
09/18/11	0.02		3.18	
09/19/11	0.03		2.76	
09/20/11	0.00		2.80	0.7
09/21/11	0.00		2.82	2.3
09/22/11	0.02		3.02	
09/23/11	0.02		3.52	
09/24/11	0.03		2.18	
09/25/11	0.00		2.25	
09/26/11	1.42		19.36	0.4
09/27/11	0.16		3.52	0.3
09/28/11	0.04		1.90	0.3
09/29/11	0.00		2.14	0.2
09/30/11	0.00		2.30	

Village of Hinsdale
Grant Funds Awarded in 2009 - 2011

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$10,200,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$3,728,196
Total				<u>\$23,063,896</u>

Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
IDOT	Federal Highway Bridge Grant	Oak Street Bridge Phases II & III	Committed to by IDOT	\$4,895,000
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing	Awards Announced in Oct.	\$311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Awards Announced in Oct.	\$203,291
DuPage Mayors & Managers	Surface Transportation Projects	County Line Road Resurfacing	Awards Announced in Oct.	\$102,045
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing	Awards Announced in Oct.	\$293,442
DuPage Mayors & Managers	Surface Transportation Projects	Madison Resurfacing	Awards Announced in Oct.	\$317,765
IDNR	PARC	Upgrade KLM Electrical Service	IDNR to award in 2011	\$60,375
Total				<u>\$6,183,545</u>

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Engineering Department
DATE: October 17, 2011
RE: Resident Request for a Sidewalk on the East side of South Washington between 55th and 57th Street

Residents have requested the Village construct a new sidewalk on the east side of South Washington Street between 55^h and 57th Streets. This new sidewalk would be constructed in the S. Washington Street right-of-way in front of 17 single family homes. Twelve of these residents have signed the petition in favor of the proposed sidewalk. (Anastasia Petropulos has subsequently withdrawn her support).

This sidewalk would connect the existing sidewalks on 55th and 57th Streets. It is not on the Village Sidewalk Master Plan. Mr. Ross Sprovieri has agreed to pay for this sidewalk.

During the September 2011 EPS meeting, the Committee asked staff to provide further information on the location of the sidewalk and impact on parkway trees. Staff has temporarily marked the "traditional" sidewalk location, that is, one foot inside the right-of-way line. Subsequent to marking the proposed sidewalk location, staff received calls opposed to the sidewalk from residents Kimberly Kawa, 5625 S. Washington, and Anastasia Petropulos, 5607 S. Washington, as well as the attached letter from Mr. John Plumpe, 5603 S. Washington.

Staff requests guidance from the Committee concerning the construction of this sidewalk.

cc: President and Board of Trustees
David Cook

Village of Hinsdale
Request for New Sidewalk

We the undersigned request that new sidewalk be placed on the block listed below, in accordance with the Village Sidewalk Policy. A signature represents the support of all owners of the property.

STREET	South Washington	SIDE OF STREET	East
FROM	5501 S. Washington		
TO	7 E. 57th Street		

NAME (Printed)	ADDRESS	SIGNATURE
RUTH TAYLOR	5505 S. Washington	<i>Ruth Taylor</i>
Zhiyong Chang	5507 S. Washington	<i>Zhiyong Chang</i>
	5509 S. Washington	
	5511 S. Washington	
Lisa Jurack	5519 S. Washington	<i>Lisa Jurack</i>
Joe Kawa	5525 S. Washington	<i>Joe Kawa</i>
	5603 S. Washington	
Colleen Sieger	5603 S. Washington	<i>Colleen K. Sieger</i>
Anastasia Petrova	5607 S. Washington	<i>Anastasia Petrova</i>
Huijie Hong	5609 S. Washington	<i>Huijie Hong</i>
Whitney Bricker	5615 S. Washington	<i>Whitney Bricker</i>
Anthony Garza	5625 S. Washington	<i>Anthony Garza</i>
WEIMIN SHI	5627 S. Washington	<i>W. Shi</i>
	5637 S. Washington	
Ross Spavien	5641 S. Washington	<i>Ross Spavien</i>
Douglas Taylor	7 E. 57th Street	<i>Douglas Taylor</i>
Kristine Schultz	5501 S. Washington	<i>Kristine Schultz</i>

CERTIFICATION: I certify that an effort has been made to contact all residents on this side of the block about this request.

Name	Address	Signature	Date
------	---------	-----------	------

SEP 02 2011

Katten

Katten Muchin Rosenman LLP

525 W. Monroe Street
Chicago, IL 60661-3693
312.902.5200 tel
312.902.1061 fax

JOHN P. SIEGER
john.sieger@kattenlaw.com
312.902.5294 direct
312.902.1061 fax

October 12, 2011

VIA EMAIL: ddeeter@villageofhinsdale.org

Village of Hinsdale
Attn: Dan Deeter, Village Engineer
19 E. Chicago Avenue
Hinsdale, IL 60521

Re: South Washington Street Sidewalk Project

Dear Dan:

Thanks for the time on the phone last week. Per our discussion, I live at 5601 South Washington Street and recently became aware of an effort to construct a sidewalk along the East side of South Washington Street between 55th Street and 57th Street (the "Sidewalk"). I was made aware of this when I came home on October 6th and was met by several neighbors that live on the East side of South Washington, in several of the properties the Sidewalk would cross through. As you know, the outline of the proposed Sidewalk was chalked in and the proposed location was surprising and objectionable to me and to those homeowners.

Having spoken to several homeowners in the Sidewalk's proposed path, I called you and now write on behalf of my family and the following South Washington homeowners:

John Plumpe and Jennifer Owens, 5603 South Washington
Albert and Whitney Bruni, 5615 South Washington
Joe and Kimberly Kawa, 5625 South Washington.

We believe the residents of several other impacted properties also object, but given the limited notice we received of your meeting and today's deadline to object in writing, we do not formally write on their behalf -- those residents include the 5509 South Washington (Cullimore) and 5607 South Washington (Georgiopoulos) families. In the event the Sidewalk project remains viable after your meeting, we do, however, ask the Village to provide additional notice and opportunity to comment to those and other South Washington Street homeowners.

Some of our group and the other homeowners identified above were not aware of the proposed Sidewalk; those that were aware of it were not aware of its proposed location some 15 feet in from the street -- essentially right through the middle of our front lawns. We object to the

CHARLOTTE CHICAGO IRVING LONDON LOS ANGELES NEW YORK OAKLAND WASHINGTON, DC WWW.KATTENLAW.COM

LONDON AFFILIATE: KATTEN MUCHIN ROSENMAN UK LLP

A limited liability partnership including professional corporations

October 12, 2011

Page 2

proposed location of the Sidewalk. At least my family and the Plumpes - and perhaps others - would not object to a sidewalk that ran immediately-adjacent to the street, if that is feasible with the existing trees, but the chalked-in location would destroy landscaping, render portions of our properties effectively useless (and less valuable), and would be an eyesore.

We understand the Sprovieris did make inquiries of at least several of the impacted homeowners before moving ahead with this project. But the chalked-in location of the Sidewalk was never mentioned and no one in our group ever would consent to that location. Please consider this letter our formal objection to the proposed Sidewalk in any location other than immediately-adjacent to South Washington Street.

We write to preserve our rights in advance our your upcoming meeting. I cannot personally attend but will arrange for someone to attend if you contact me to let me know that a live appearance is necessary. My contact information follows.

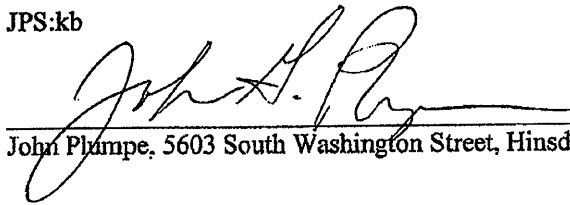
Thanks again for the time and the information. Our group appreciates the assistance.

Sincerely,



John P. Sieger

JPS:kb



John Plumpe, 5603 South Washington Street, Hinsdale

DATE October 13, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	Environmental & Public Services Committee	ORIGINATING DEPARTMENT	Parks and Recreation
ITEM	Bid# 1504 Veeck Park Field Restoration	APPROVED	Gina Hassett, Director of P&R

BID# 1504 VEECK PARK FIELD RESTORATION

The dirt spoils remaining from the Veeck Park project have been hauled off site. Veeck Park needs to be restored to it former state. The scope of work includes seeding the north berm, restoration to the east soccer field, the haul road and north athletic field area. The bid includes a cost option to sod the east soccer field rather than seed. The option to sod the east field vs. seed would allow the field to be playable in 6 months rather than 12-18 months. The bid also includes a scope of work to improve the quality of the 3 soccer areas. The scope of work to improve the fields will be funded by AYSO Region 210. The scope of improvements include the addition of nine drain tile runs across the three soccer fields, top dressing the fields and sod patch repairs. The soccer fields will remain off line for the spring to ensure the investment lasts.

Two bids were received. The low bid was from Twin Oaks Landscaping. The cost for the restoration of the areas affected by the construction at Veeck Park is \$43,063.10. The AYSO project costs to improve drainage came in at \$85,910. To sod the East Field increases the cost by \$14,615. This will be presented to the AYSO as an option to have the field usable next spring. The AYSO Region 210 Board is voting on Monday, October 17th prior to the EPS Committee meeting to allocate funding for their portion of the costs. The total amount with sod is \$143,588.10. Staff will present AYSO's decision at the meeting.

Should the Committee concur with Staff's recommendation to award the bid to Twin Oaks Landscaping, one of the following motions would be appropriate based on the recommendation from AYSO on the sod:

Motion without sod option

MOTION: To recommend to the Board of Trustees to accept the bid from Twin Oaks Landscaping in the amount of \$128,973.10 with \$85,910.00 of the funding for the project to be paid for by AYSO Region 210 for Bid # 1504 – Veeck Park Field Restoration

OR

Motion with sod option

MOTION: To recommend to the Board of Trustees to accept the bid from Twin Oaks Landscaping in the amount of \$143,588.10 which includes sod for the east soccer field with \$100,525.00 of the funding for the project to be paid for by AYSO Region 210 for Bid # 1504 - Veeck Park Field Restoration.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGERS APPROVAL
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COMMITTEE ACTION:

BOARD ACTION:

BID 1504 VEECK PARK REHABILITATION			Twin Oaks Landscaping 997 Harvey Rd Oswego 60543		Continental Construction 1919 Greenwood St Evanston 60201	
			BID BOND		BID BOND	
NORTH BERM						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Deliver and till in Bio-solids	cubic yd.	100	12.44	\$1,244.00	46.00	\$4,000.00
Seed with Dry Spell Tall Fescue and blanket	sq. feet	12,000	0.25	\$3,000.00	0.70	\$8,400.00
Total				\$4,244.00		\$12,400.00
NORTH ATHLETIC FIELD						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Provide and till in 50/50 Bio-Solids/Top Soil mix	cubic yd.	150	21.85	\$3,277.50	50.00	\$7,500.00
Grade, dormant seed with field mix and blanket	sq. feet	40,000	0.23	\$9,200.00	1.20	\$48,240.00
Install sprinkler heads before mat installation	na	na		\$1,500.00		
Total				\$13,977.50		\$55,740.00
EAST SOCCER FIELD RESTORATION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Grade field to match existing grade	sq. feet	39,500	0.07	\$2,765.00	0.5	\$19,750.00
Removal of debris	na	na	na	\$2,476.00	na	
Incorporate and till in Bio-solids	cubic yd.	200	12.44	\$2,488.00	50	\$10,000.00
Dormant seed and blanket	sq. feet	39,500	0.17	\$6,715.00	1	\$39,500.00
Reinstall sprinkler heads to grade	na	na	na	\$1,500.00	na	
Total				\$15,944.00		\$69,250.00
SOD OPTION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Sod east field with athletic field mix	sq. feet	39,500	0.37	\$14,615.00	0.70	\$27,650.00
Total				\$14,615.00		\$27,650.00
HAUL ROAD RESTORATION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Remove mulch	na	na	na	\$4,244.00		
Deep tine aerate	acre	0.50	\$915.00	\$1,830.00	\$3,000.00	\$1,500.00
Spread Bio Solids/Root Zone Sand mixture	cubic yd.	120.00	\$23.53	\$2,823.60	\$30.00	\$3,600.00
Total				\$8,897.60		\$5,100.00

DRAINAGE

Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Install 6" SCH 40 Drain tile and back fill and restore area	linear ft	3,300	22.47	74,151.00	26	85,800.00
Total				74,151.00		85,800.00

FIELD TOP DRESSING

Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Core aerate athletic field	acres	3	553.00	1,659.00	3000.00	9,000.00
Spread 1/2" Bio-solid/root zone sand mix	cubic yd	300	23.00	6,900.00	30.00	9,000.00
Total				8,559.00		18,000.00

SOD PATCH FIELDS

Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Sod cut and patch areas per plan with Athletic field blend	square ft	3200	1.00	3,200.00	1.50	4,800.00
Total				3,200.00		4,800.00

**TOTAL CONTRACT PRICE
(no sod to east field):**

\$128,973.10

\$251,090.00



**TOTAL CONTRACT PRICE
W/SOD EAST FIELD:**

\$143,588.10

\$278,740.00

Village Projects	\$43,063.10	\$137,390.00
Village Projects with Sod for East field	\$57,678.10	\$165,040.00
AYSO PROJECT COSTS	85,910.00	108,600.00

DATE September 16, 2011

AGENDA ENVIRONMENT & PUBLIC SAFETY SECTION		ORIGINATING DEPARTMENT <u>Community Development</u>		
Ordinance amending 4-2-8-1 "Permitted Open ITEM Fires"		APPROVED <u>Robert McGinnis</u> CD Director/Bldg. Commissioner		
<p>Staff is aware of a complaint made by a resident regarding wood smoke trespass. One of the claims made was that the ordinance was not clear with respect to where fires can be located. As a result Staff is proposing some minor changes to the existing ordinance that should help clarify where certain wood burning appliances can be located. Though this will not address the complaint originally received in whole, it does better define where recreational fires can be located on a single family lot. Based on this information, staff is seeking a motion to amend the existing language in 4-2-8-1. If the Committee concurs with staff's recommendation, the following motion would be appropriate:</p> <p>Motion: To recommend to the Board of Trustees that the Village approve an Ordinance amending Title 4(Health and Sanitation), Chapter 2 (Air Pollution Control), Section 4-2-8-1 (Permitted Open Fires) of the Village Code of Hinsdale.</p> <p>STAFF APPROVALS</p>				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING TITLE 4 (HEALTH AND SANITATION), CHAPTER 2 (AIR POLLUTION CONTROL), SECTION 4-2-8-1 (PERMITTED OPEN FIRES) OF THE VILLAGE CODE OF HINSDALE

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

Section 1. Village Code Amended. Title 4 (Health and Sanitation), Chapter 2 (Air Pollution Control), Section 4-2-8-1 (Permitted Open Fires) of the Village Code of Hinsdale is amended by deleting the overstricken language and adding the underlined language to read as follows:

4-2-8-1: PERMITTED OPEN FIRES:

The following open fires shall be permitted as follows:

- A. The burning of combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose; provided, that any refuse burning incinerator installed in any residence building shall comply with the rules and regulations of the Illinois pollution control board as the same may from time to time be in effect; and
- B. The burning of charcoal briquettes, natural gas, propane, approved wood, or commercially prepared seasoned wood chips in conjunction with any of the foregoing for cooking purposes; and
- C. The burning of "approved wood", as defined in this chapter, in an outdoor bonfire at a gathering conducted by religious, educational or other not for profit organization; provided, that a permit therefor is previously issued by the village and that such bonfire is attended by adult supervision and otherwise is in compliance with this code; and
- D. The burning of "approved wood" in an "approved container" for recreational campfires, as these terms are defined in this chapter, or in an exterior masonry fireplace in a safe and controlled manner, provided compliance with the following:

1. Such fire shall be under the control of and attended at all times by a person eighteen (18) years of age or older; and
2. A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water of sufficient quantity shall be available for immediate use; and
3. Such fire shall at all times be safely managed and shall not be permitted whenever atmospheric conditions or local circumstances make such fire hazardous; and
4. Such fire shall be located in an area separated from any building or structure, including wooden decks, or other combustible materials, by not less than fifteen feet (15'), except for fires located in exterior masonry fireplaces ~~attached to occupied residences or buildings.~~ Any such fire located in an exterior masonry fireplace shall only be permitted within the buildable area of a lot as defined by the Village of Hinsdale Zoning Code; and
5. Such fire shall not be permitted to create excessive flames, odors, flying cinders or smoke so that flames, odors, cinders or smoke travels across the property boundary from which the fire originates; and
6. At no time shall such fire be utilized for waste disposal purposes.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President


ATTEST

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 4-2-8-1 09-16-11.doc

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Community Development		
ITEM Plat of Consolidation – 828 and 836 S. Oak Street – Walker Resubdivision		APPROVAL Daniel Deeter Village Engineer		
<p>Staff has received a request from Northridge Builders to consolidate two parcels at 828 and 836 S. Oak Street. The subject properties currently exist as two separate lots and the petitioner is proposing to consolidate the two lots which would result in a single lot totaling approximately 41,026 square feet. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.</p> <p>The subject property is zoned R-1 Single Family Residential and requires a minimum lot size of 30,000 square feet per lot. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate into one lot to clean up the records. As such, staff respectfully requests the following motion.</p> <p>MOTION: To approve “A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 828 and 836 S. Oak Street In The Village of Hinsdale, County of DuPage”.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

DRAFT

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ACCEPTING
A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES
COMMONLY KNOWN AS 828 AND 836 S. OAK STREET IN THE VILLAGE
OF HINSDALE, COUNTY OF DUPAGE**

WHEREAS, the owner of those properties commonly known as 828 and 836 S. Oak Street Street, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

WHEREAS, a Plat of Consolidation has been prepared and filed with the Village depicting the consolidated Subject Property, and a copy of the Plat of Consolidation is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, on October 17, 2011, the Village of Hinsdale Environment and Public Services Committee approved the Plat of Consolidation for the Subject Property; and

WHEREAS, the President and Board of Trustees have determined to approve and accept the Plat of Consolidation attached as Exhibit B.

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

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Plat of Consolidation Approval. The Plat of Consolidation, dated March 10, 2009, and attached as Exhibit B, is hereby approved and accepted.

Section 3. Authorization to Record Plat of Consolidation. The owner of the Subject Property is authorized to record the Plat of Consolidation with the Recorder of Deeds of Dupage County, at the owner's expense.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of

this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 20__.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 20__.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOTS 1 AND 2 IN WOOD'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 333 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THEREFROM THE WEST 83 FEET OF THE NORTH 98.35 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER) ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1952 AS DOCUMENT NUMBER R1952-659805, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-12-410-010
09-12-410-011

SUBDIVISION APPLICATION

TO: ENVIRONMENTAL &
PUBLIC SERVICES COMMITTEE
c/o Engineering Department
19 E. Chicago Avenue
Hinsdale, Illinois 60521
(847) 789-7033

Date Filed: _____, 20____

Subdivision Title:

WALKER RESUBDIVISION

Street Address:

828 SOUTH OAK STREET, HINSDALE

Mailing Address:

828 SOUTH OAK STREET, HINSDALE

Permanent Index Number:

828 South Oak 09-12-410-010
836 South Oak 09-12-410-011

Name of Applicant:

NORTHRIDGE BUILDERS, INC.

Address of Applicant:

15 SPINNING WHEEL RD #112, HINSDALE IL 60521

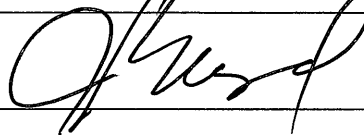
Applicant's Phone Number:

630/654-3817

Applicant's Fax Number:

630/654-9730

Applicant's Signature:



Property Owner:

GORDON AND AMY WALKER

Owner's Address:

828 SOUTH OAK STREET, HINSDALE, IL 60521

Owner's Signature:

Amy Walker

FOR OFFICE USE ONLY

Accompanying this application are the following:

- Subdivision Application
- 3 Folded Copies of Plat of Subdivision (Do Not Sign Copies) Applicant Keeps Original
- Current Folded Plat of Survey
- Proof of Ownership
- Letter Allowing Village to Record Plat of Subdivision
- Letter from the School Districts (or plat block signed by property owner) identifying all school districts
- Processing Fee in the Amount of \$ 600.00

SUBJECT
PROPERTY



OWNER AND TAX BILL ADDRESS:
GORDON AND AMY WALKER
828 SOUTH OAK STREET
HENSDALE, IL 60521

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

DATED THIS _____ DAY OF _____
A.D. 20____

SIGNATURE _____

COUNTY OF DUPAGE) ss.

A.D. 20__

STATE OF ILLINOIS)
COUNTY OF DUPAGE)ss.

VILLAGE PRESIDENT

ELEMENTS, DESIGNATED FOR
PUBLIC UTILITIES AND DRAINAGE
TO THE VILLAGE OF HINSDALE,
COMCAST AND/OR AT &T CAS

100

STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

ENGINEER _____

COUNTY CLERK, DUPAGE COUNTY, ILL.

STATE OF ALABAMA	2015
COUNTY OF DAUPHIN	

RECORDED OF DEEDS, DUPAGE COUNTY, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

VILLAGE ENGINEER

LOTS 1 AND 2 IN WOOD'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 113 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THEREFROM THE WEST 63 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER) ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1932 AS DOCUMENT NUMBER RT1952-653905, IN DUPAGE COUNTY, ILLINOIS.

1. BASIS OF B

2. LOCATIONS BASED ON FIELD SURVEY BY ENGINEERING RESOURCE ASSOCIATES, INC., ON MARCH 5, 2011.
3. DIMENSIONS SHOWN THUS: 50.25 ARE FEET AND DECIMAL PARTS THEREOF. ANGULAR DATA SHOWN THUS: 90° 00' 00" INDICATES DEGREES, MINUTES AND SECONDS. DIMENSIONS SHOWN IN PARENTHESES ARE RECORD.

LOT LINE
BOUNDARY LINE
EASEMENT LINE

DOCUMENT
FT. SQUARE F
SET IRON

FOUND IRON PIPE
FOUND IRON ROD

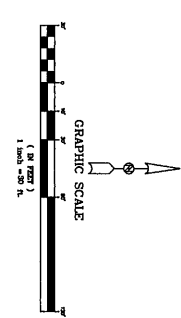
THE EAST HALF OF THE
EAST QUARTER OF THE

SUBJECT REPRESENTATION OF SAID SURVEY AND
AS OF THE STATE OF ILLINOIS.
ON THE PLAT "SECTION DRAWING IS WITHIN THE
HAS ADOPTED AN OFFICIAL CHAIN OF SURVEY
THE STATE OF ILLINOIS ACCORDING TO SECTION
STATE MAPS, COUNTY PANEL, NUMBERED
SAID MAPS BEING LOCATED IN ZONE 7,
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN THE YEAR 20

$$= 21.376$$

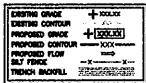
J.B.)	= 21,376 SQ. FT. (0.491 AC.)±
J.B.)	= 19,644 SQ. FT. (0.451 AC.)±
D AREA	= 41,020 SQ. FT. (0.942 AC.)±



**WALKER
PLAT OF RESUBDIVISION**

DATE: MARCH 22, 2017
JOB NO: 100505.A0
SHEET 1 of 1

FOUNDATION LOCATION SURVEY

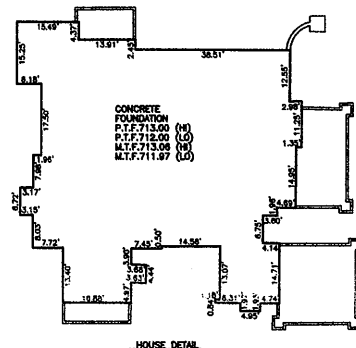
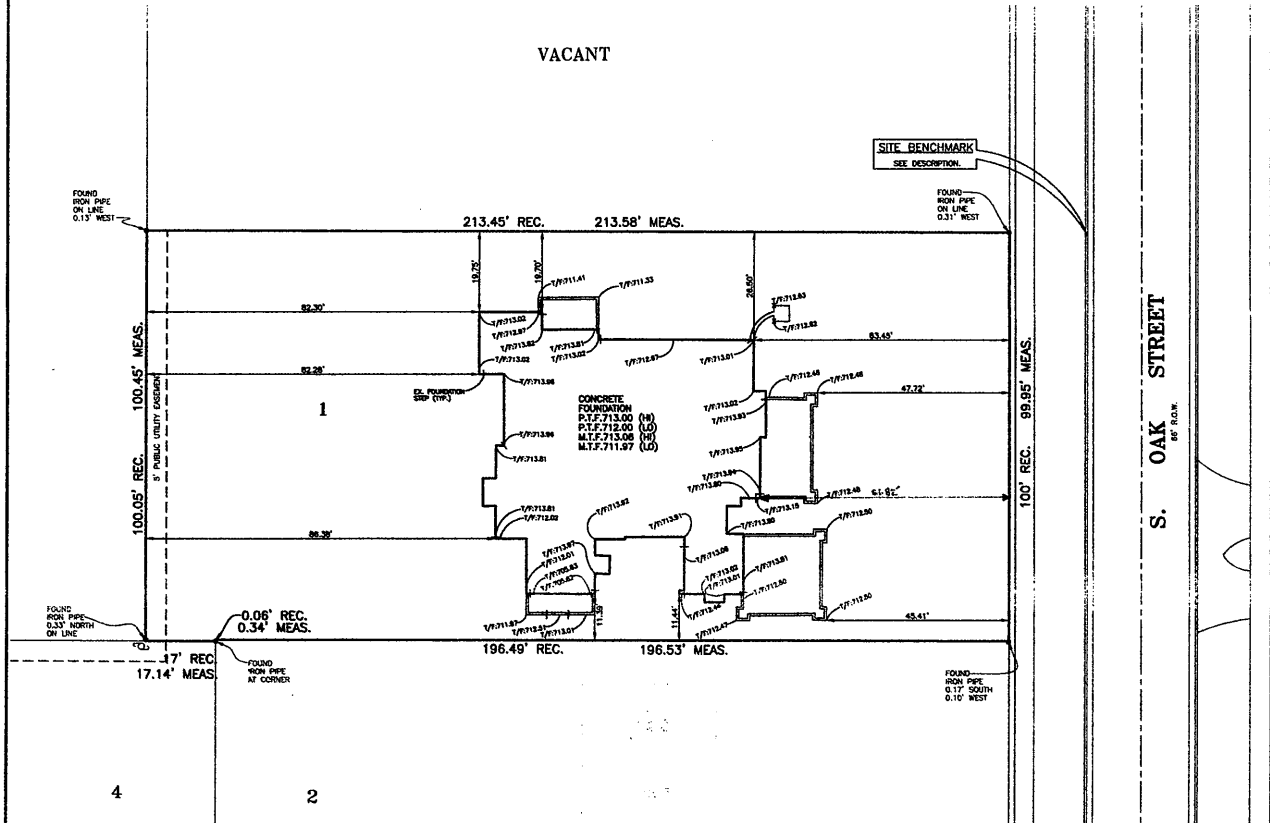


LOT 1 IN WOOD'S SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 333 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THEREFROM THE WEST 83 FEET OF THE NORTH 98.35 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER), IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 19, 1952 AS DOCUMENT 659805, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 828 S. OAK STREET, HINSDALE, ILLINOIS

LOT AREA = 21,376 SQ. FT. (MEAS.)

P.I.N. # 09-12-410-010



PREPARED FOR: J. P. MCMAHON BUILDERS

SCALE: 1"=20'



**ENGINEERING
RESOURCE
ASSOCIATES, INC.**
ENGINEERS, SCIENTISTS
& SURVEYORS

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060 FAX (630) 393-2152

SITE BENCHMARK

CHISELED SQUARE IN CONCRETE CURB
ADJACENT TO THE FIRE HYDRANT
LOCATED AT THE NORTH PROPERTY
LINE EXTENDED OF 828 S. OAK STREET.
828 S. OAK STREET.

ELEV: 711.21

REV: 4/26/2005

ERA JOB #: 240810

G:\MCMAHON BUILDERS\240810\CAD\240810.DWG

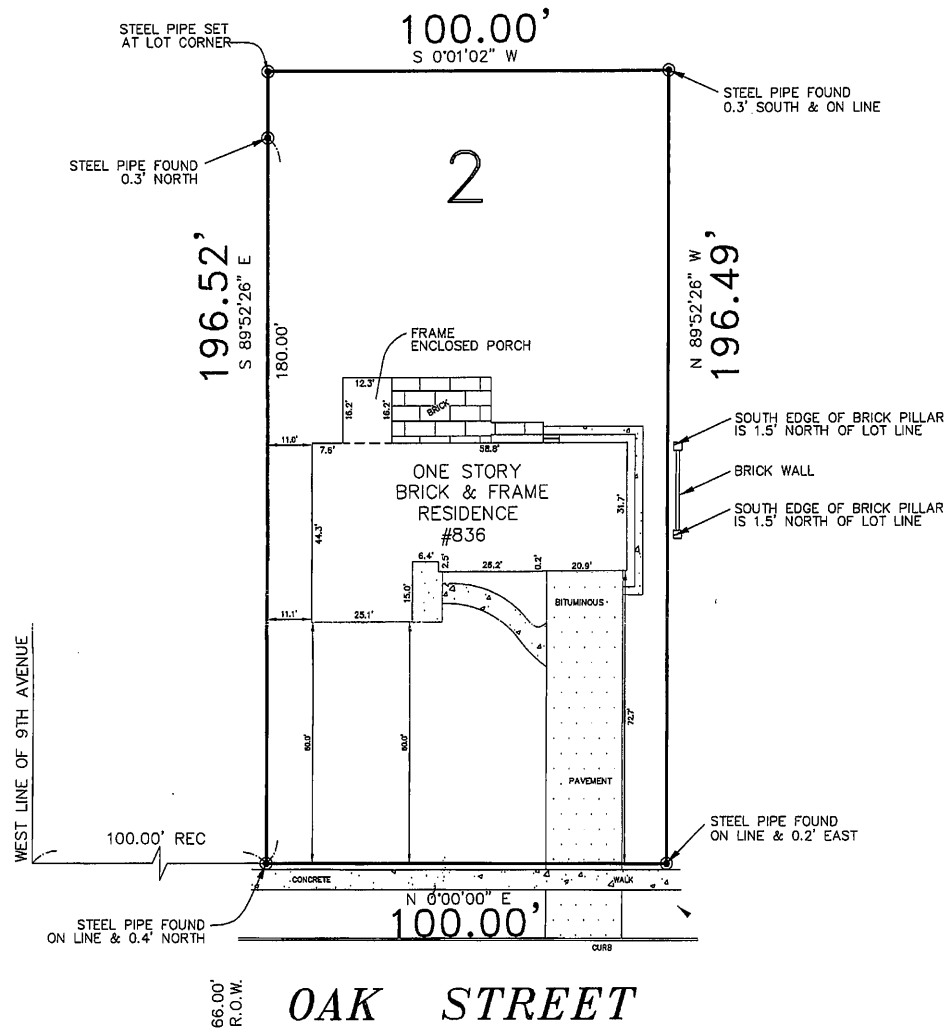


STATE OF ILLINOIS S.S.
COUNTY OF DUPAGE
I, DONALD E. RERICKA, HEREBY CERTIFY THAT
I HAVE SURVEYED THE ABOVE PROPERTY AND
THAT THE PLAT HEREON DRAWN IS A CORRECT
REPRESENTATION OF SAID SURVEY.
DATED AT WARRENVILLE, IL
THIS 20TH DAY OF APRIL A.D. 2005

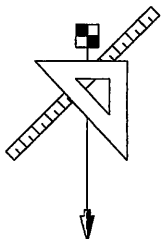
ILLINOIS REGISTERED LAND SURVEYOR NO. 35-3465

PLAT OF SURVEY

LOT 2 IN WOOD'S SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 333 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THEREFROM THE WEST 83 FEET OF THE NORTH 98.35 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER) ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1952 AS DOCUMENT 659805, IN DU PAGE COUNTY, ILLINOIS.



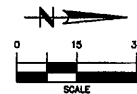
PREPARED FOR: BRIAN J. MULHERN, P.C.



Urchell and Associates, Inc.
Land Surveying Services

PHONE 708.925.7155
FAX 773.298.9500
WEBSITE www.urchellandassociates.com

DESIGN FIRM REGISTRATION #184-004894



FIELD WORK COMPLETED: 4/15/10

THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 4/20/10

Robert J. Urchell

ROBERT J. URCELL I.P.L.S. No. 3438
LICENSE RENEWAL DATE: NOVEMBER 30, 2010
SURVEY No. 10-02-010

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT
ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED
PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO
YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND
ZONING ORDINANCES.

DATE: October 17, 2011


REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER EPS Agenda	DEPARTMENT Community Development
ITEM Contract Change Order #1 D'Land Construction LLC 2011 50/50 Sidewalk Program	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order #1.

D'Land Construction LLC is requesting that the retainage is reduced from ten (10) percent to five (5) percent. The 2011 50/50 Sidewalk program was completed in July 2011. There have not been any issues for this year's work. It is staff's opinion that the 5% retainage will be enough to cover any settlement or cracks that may result from the winter conditions. During the 2008, 2009, and 2010 50/50 Sidewalk Programs, D'Land Construction has provided quality construction and responded promptly and satisfactorily to the Village's requests during and after the programs.

MOTION: To Approve a Resolution for the 2011 50/50 Sidewalk Program Contract Change Order Number 1 to Change the Retainage for the Construction Completed To Date from Ten (10) Percent to Five (5) Percent..

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and D’Land Construction LLC (“D’Land”) has entered into that certain Contract (the “Contract”) providing for the construction of the 2011 50/50 Sidewalk Program; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 50/50 Sidewalk Program
Location: Village of Hinsdale
Contractor: D'Land Construction LLC

Change Order No.1
Contract No. - N/A
Date: 10-17-2011

- I. A. Description of Changes Involved:
Change retainage from ten (10) percent to five (5) percent.
- B. Reason for Change:
Requested by D'Land Construction. It is staff's opinion that the 5% retainage will be enough to cover any corrective action after the winter months.
- C. Revision in Contract Price: None.

II. Adjustments in Contract Price:

1.	Original Contract Price	\$ 63,622.10
2.	Net (addition) (reduction) due to all previous Change Orders Nos. _____	\$ 0.00
3.	Contract Price, not including this Change Order	\$ 61,837.80
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ 0.00
5.	Contract Price including this Change Order	<u>\$ 63,622.10</u>

Accepted:
Contractor: D'Land Construction LLC

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date



CONSTRUCTION L.L.C.

600 South County Line Road, Suite # 1N
Bensenville, IL 60106

Phone # (630) 694-8600

Fax # (630) 694-8601

E-mail DLandConstruction@sbcglobal.net

Invoice

Date	Invoice #
7/8/2011	528


Bill To
Village of Hinsdale 19 East Chicago Hinsdale, IL 60521

Project	Terms
2011 Sidewalk Program	

Item #	Description	Quantity	Unit	Unit Price	Amount
	Payout # 2				
21101615	Furnish and Place Topsoil 4"	278	SY	3.10	861.80
XX000880	Seeding, Class 1, Special	278	SY	3.10	861.80
42301000	PCC Driveway Pavement, Special	50	SY	37.00	1,850.00
42400200	PCC Concrete Sidewalk 5"	10,875	SF	3.44	37,410.00
42400300	PCC Concrete Sidewalk, 6"	825	SF	3.54	2,920.50
44000200	Driveway Pavement Removal	50	SY	9.00	450.00
44000500	Comb. Conc. C&G Removal	256	LF	3.50	896.00
44000600	Sidewalk Removal	11,700	SF	1.00	11,700.00
28	Combination Concrete Curb & Gutter	256	LF	12.00	3,072.00
40	Detectable Warning Plates	30	Each	120.00	3,600.00
	Subtotal				63,622.10
Retain	Retainage			-5.00%	-3,181.11
payment	Amount Previously Paid			-57,259.89	-57,259.89
Thank you for your business.					Total \$3,181.10

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development		
ITEM Engineering Services for Material Testing Services for the Chestnut Street Improvements 2011 - 2012		APPROVAL Daniel M. Deeter Village Engineer		
<p>On August 16, 2011, the Board of Trustees approved Change Order No. 1 to remove Material Testing from the Clark Dietz Construction Observation Contract. This was done to expedite approval of the Illinois EPA low interest loan for the Chestnut Street Improvement project. The materials testing services were budgeted at \$15,000.00.</p> <p>Three consultants were asked to provide proposals for the engineering services – Chicago Testing Laboratory, Inc., Rubino Engineering, and Testing Services Corporation. All three organizations have excellent reputations and are capable of performing the materials testing required. Staff recommends awarding the contract to Chicago Testing Laboratory, Inc.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for Material Testing Services for the Chestnut Street Improvement Project to Chicago Testing Laboratory, Inc. in the amount not to exceed \$ 9,862.25.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



Founded 1912

Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

September 9, 2011

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

Re: Village of Hinsdale-Chestnut Street Improvements 2011-2012
Quality Assurance (QA) – Material Testing Services
CTL Proposal No. EG11134R

Dear Mr. Deeter:

Please find the enclosed copy of Chicago Testing Laboratory's unit rate proposal for performing Quality Assurance (QA) inspection and testing services for concrete and hot mix asphalt materials for the above mentioned 2011-2012 Chestnut Street Improvements. Also included are a brief summary of our history and performance, and an outline of our capabilities.

CTL is exceptionally prepared and exclusively qualified to provide Quality Assurance (QA) inspection and testing services for the year 2011. CTL is proud to offer over 40 qualified and certified individuals, specializing in various transportation testing sub-fields, including: QC/QA construction materials proportioning and evaluation (PCC and HMA Level II IDOT Approved), soils testing (AMRL, ASTM, and IDOT approved), and geotechnical evaluations. CTL's wealth of IDOT and local municipality experience has afforded us an unparalleled working knowledge of IDOT's specifications, reporting, and MISTIC.

With almost a century of heritage, CTL remains "best in class" for QC/QA construction materials inspection, training, and research. We appreciate the opportunity to provide this proposal and look forward to work with you on this project and thank you for your time and consideration

Very truly yours,

CHICAGO TESTING LABORATORY, INC.

Peter Triantafillos, P.E.
Staff Engineer

Christopher Chan, P.E.
Regional Manager

Village of Hinsdale

Chestnut Street Improvements 2011-2012

**QUALITY ASSURANCE (QA)
Material Testing Services
Concrete and Hot Mix Asphalt Materials**

CTL Proposal EG11134R



SUMMARY OF QUALIFICATIONS

I. Background of the Firm

Chicago Testing Laboratory was formed in 1912 to provide consulting engineering and construction materials testing and inspection services to municipalities, government agencies and private clients. Since 1912, the Chicago Testing Laboratory, Inc. has been actively engaged in the research, consulting, testing, and inspection of construction materials. CTL continues to maintain its reputation as a leader in the field of materials testing and inspection, and is used by public agencies and private corporations worldwide for their analysis and testing expertise.

Chicago Testing Laboratory is currently rated by Illinois Department of Transportation's Consultant Services Unit to have a capacity to generate \$10,000,000 per year in transportation project fees and we have the capacity to fulfill this assignment. CTL is prequalified in the areas of Roads and Streets (2), Aeronautical Construction Inspection (49), General Geotechnical Engineering (38), Subsurface Exploration (40), Structure Geotechnical Reports (41), Construction Inspection (49), Quality Assurance Complete (50) and Bituminous Mixture Designs (53).

Chicago Testing Laboratory:

- Is a professional engineering consultant in the state of Illinois, and is prequalified by the Illinois Department of Transportation (IDOT).
- Has provided construction and materials expertise on numerous projects in the Chicago metro area.
- Has worked as a sub-consultant to numerous prime consultants on Illinois DOT and Illinois State Toll Highway Authority (ISTHA) projects, and provides materials inspection for dozens of villages and municipalities.
- Provides construction and materials training to agency, contractor and consultant personnel throughout the United States.

CTL is committed to the principles of quality – from design through the construction. With our independent locations, CTL strives to:

- Ensure customer satisfaction through meaningful process control
- Maintain a high level of Total Quality Management
- Maximize the quality and serviceability of today's construction projects

CTL provides professional engineering services to agencies, contractors, consultants and material producers and supports and works with other associations on issues of common interest. CTL is the sub-consultant to Lake Land College, now for over 10 years, for the IDOT QC/QA certification training held in District One. CTL personnel supply a large portion of the

training for the IDOT, contractor and consultant workforces wanting training and certification in the program. In 1998 Lake Land College, through administering the IDOT QC/QA training program, was the recipient of the *Illinois Community College Board Award for Excellence in Workforce Preparation*. CTL was pleased to be a part of that team.

CTL teaches and develops construction and materials testing training programs, including the IDOT QC/QA certification training courses. Inside and outside of Illinois CTL has taught several courses to various agencies and industry on the proper use of soils, asphalt, concrete, and other construction materials. CTL assisted in the update of the Federal Highway Administration's *Hot Mix Asphalt Construction* training course. The FHWA, state agencies, and construction industry personnel worldwide have used this course to train new and experienced workers in the proper use of road construction materials. CTL also developed the IDOT local agencies training course, and co-developed several other IDOT training programs. Not only are CTL technicians QC/QA certified, but many are also IDOT QC/QA instructors.

CTL research activities have resulted in several ASTM test specifications, including the Abson asphalt recovery test (ASTM D1856) and the Root-Tunnicliff method for evaluating stripping of asphalt mixtures (ASTM D4867). Numerous other special tests and equipment have been developed in connection with special investigations and research studies for various clients and technical societies.

CTL currently operated from three local offices located in Elk Grove Village, Warrenville and Thornton, Illinois. The work for this project will be completed from our Elk Grove Village office. We specialize in the areas of geotechnical engineering and field and laboratory testing of construction materials. CTL maintains a staff of 40 personnel, which includes 4 engineers and 30 technicians, along with administrative support staff. A list of our offices is as follows;

II. List of offices

Chicago Testing Laboratory, Inc.
1348 Ridge Avenue
Elk Grove Village, Illinois 60007
Phone: (847)228-1079 Fax: (847)228-0633

Chicago Testing Laboratory, Inc.
30W114 Butterfield Road.
Warrenville, Illinois 60555
Phone: (630)393-2851 Fax (630)393-2857

Chicago Testing Laboratory, Inc
18000 South Williams St.
Thornton, Illinois 60476
Phone: (708)877-1801 Fax: (708) 877-6926

III. List of Equipments

CTL's laboratories are **IDOT, AASHTO, AMRL, ASTM D3666** approved bituminous and concrete testing facilities, staffed with IDOT QC/QA Certified Technicians. Chicago Testing Laboratory has three IDOT approved laboratories strategically located in District One totaling over 10,000 square feet, available for support on this assignment. All CTL laboratories participate in multiple round robin testing programs, including internal Independent Assurance round robin testing, to ensure the accuracy and precision of all test data. Our Elk Grove Village location is convenient to the project sites for any time sensitive materials or testing needs.

Laboratory Testing Equipments:

- Seven (7) Gyratory Compactors
- Twenty Five (25) Nuclear Density Gauges
- Five (5) Ignition Ovens
- Capacity for 24 Reflux Extractions
- Fifteen (15) Aggregate Shakers with over 200 various size sieves
- Five (5) Concrete Compression Testing Machines
- Capping Compound and Capping Plates
- Curing facilities at each location with capacity for thousands of Concrete Specimens
- Four (4) Triaxial Permeability Apparatus
- Eight(8), 8000 gram scales, Two(2), 2000 gram scales, One(1), 400 gram scale
- 50 Thermometers
- Nine(9) Proctor Molds and hammer
- Hamburg Wheel Tracking Device
- Seven(7) sets of CBR, IBR testing equipments
- One(1) Consolidation machine
- Moisture control room for curing samples

Field Testing Equipments:

- 20 calibrated Pocket Penetrometers
- 2 Roller Meters
- 20 Pressure Air meters
- 20 Portable Concrete Curing Boxes
- 15 Sets of Concrete Slump Tests
- 4 Concrete Coring Machines/Generators
- 20 Concrete Thermometers
- 20 Asphalt Thermometers
- 5 Hand augers
- 2 RIMAC Testing Machines
- 4 Cone Penetrometer
- 2 Dynamic Cone Penetrometer
- 4 Sand Cone Apparatus

Office Equipments:

- 30 Computers
- 4 Fax Machines
- 5 Copiers
- 6 Scanners
- 30 Filing Cabinets
- Digital Phone System
- Wireless networking
- 5 Punch and Binder Machines

In addition, CTL remains capable of providing the following specialty testing:

- High Speed Laser Profiling with our SSI inertial profiler
- Infrared Thermo Camera

PROJECT SPECIFIC EXPERIENCE

CTL has specialized in providing QC/QA Support for over a decade and possesses the experience and expertise to perform beyond expectations for you on this project. The following is a sampling of recent successful projects where CTL has performed tasks similar if not identical to those required for the Quality Control testing under this contract:

60' 147" Street 151 (Lafayette) was selected by IDOT/Lancaster provide high level coordination and pavement evaluation of this project as well as materials management. CTL was on PCC work as well as the IDOT in the field. The project was completed in 2011/2012. CTL was active in the field and provided excellent customer service and support for this project.

Bishop Road Parkway (Lancaster) was selected by IDOT/Lancaster provide high level coordination and pavement evaluation of this project as well as materials management. CTL was on PCC work as well as the IDOT in the field. The project was completed in 2011/2012. CTL was active in the field and provided excellent customer service and support for this project.

Edens Expressway Reconstruction (Clark Drive) major IDOT reconstruction for 2008. CTL was selected by Edens to provide high level coordination and materials management. CTL filled the roles of lead technician and quality management support, PCC and HMA, for the IDOT through our relationship with the prime consultant on this project.

Kennedy Expressway Resurfacing (IDOT) with Stone Matrix Asphalt. CTL filled the role of lead technician on this project and provided high level coordination and materials management. CTL filled the roles of lead technician and quality management support, PCC and HMA, for the IDOT through our relationship with the prime consultant on this project.

I-55 Reconstruction & Expansion (Gallagher Asphalt) CTL provided all quality control services on this project including quality control management, laboratory and field technician support on this reconstruction and expansion project. CTL also provided comprehensive smoothness analysis utilizing inertial profiler technology. Proper pavement smoothness specifications were met.

I-294 ISTHA Reconstruction/Expansion (STV Inc.) and Addition of Pass through Tolling. Plazas 33, 35, 36, 39 from 180 to 190. CTL performed materials inspection and coordination including soils, asphalt, concrete, and aggregates (on and off site). CTL successfully supported an inexperienced client through all phases of materials and construction inspection, at times providing as many as 8 technicians to cover all the activity on the project site.

I-90 ISTHA Reconstruction/Expansion (MACTEO) and Addition of Pass through Tolling. Plazas 16 and 19. CTL performed materials coordination and management and inspection including soils, asphalt, concrete, aggregates (on and off site) and structural steel for Bridges.

Dan Ryan Expressway Resurfacing 31st Street to 67th Street, Steel Slag Polymer Modified Asphalt. CTL was responsible for inspection and documentation of HMA and PCC project materials on this award winning project. CTL was also active in the recent major reconstruction of the Dan Ryan, including inspection and testing on PCC, HMA, and Soils.

CALIBRATED EXPRESSWAY REPAVING 2009/2010 MFT, steel slab SMA, and various granular top dressings and treatments of HMA and SMA roads.

STREET REPAVING 2009/2010 MFT, various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP.

PAVEMENT REPAIRS 2009/2010 MFT, various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP.

DOT 2009/2010 MFT, various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP, and various granular and asphalt mixes, including 100% RAP, 20% RAP, 10% RAP, and 5% RAP.

- CTL is providing QA materials testing and inspection services for City of Naperville for last three (3) years. CTL is responsible for documentation of all HMA, PCC, micro-surfacing testing and inspection for the city.
- CTL has provided QA materials testing and inspection services for City of Des Plaines for 2009/2010 MFT and Street Resurfacing projects. CTL was responsible for providing QA management, taking asphalt core samples throughout the city, concrete testing, HMA testing and inspection in field and laboratory and providing geotechnical engineering services.
- CTL has completed its 5th year with Village of Northbrook, providing QC/QA materials testing services similar to the services requested by Village of Hinsdale.

In addition to above mentioned projects, CTL has also successfully completed Quality Control/Quality Assurance material testing for hundreds of MFT Projects in Dolton, Alsip, Palos Hills, Crete, Matteson, Dixmoor, Flossmoor, Riverdale, Lansing, Glenwood, Homewood, Aurora, and Grundy County. CTL was responsible for asphalt and concrete inspection on each of these projects, and continues to be the firm of choice for local QC/QA projects

FIELD TESTING SERVICES

CTL is aware of the need for constant communication between the Village and the consultant for this project, and our approach for project completion addresses this need. Our recent "Good/ Excellent" and "Good" evaluations for our work done under IDOT, District One Quality Assurance contracts, and our continued selections for IDOT, ISTHA, County, and City projects, reflects our commitment to excellence and our understanding of the communication and commitment required on similar assignment types.

CTL is completely equipped to test and analyze asphalt, concrete, soils, structural steel, and other construction materials. CTL's technicians are certified and skilled in all aspects of field construction testing, from soil density to interstate paving inspection. CTL is qualified in performing geotechnical investigation, evaluation, and report writing in the state of Illinois and has successfully completed numerous projects in the past of various scope and scale.

For projects of this magnitude, CTL typically assigns:

- Project Technicians- for day to day testing and observation activities at the project site, daily reports are completed by the technician and include time on site and a summary of the technician's observations. Reports should be available for review and signing by the client on site representative. Project technicians will be IDOT certified at the following levels depending on project requirements: Level II PCC Technician, Level II HMA Technician.
- Project Manager/Engineer- for review of all technician activities, observations, and reports, and available for support on issues when the technician or client may need it. Responsible as primary contact to coordinate with client, contractors and resident engineer for testing scheduling and other project aspects.
- Secretary- for documentation preparation and submittal to the client and allocated recipients.
- We have the ability to provide back-up equipment within one hour in the event of testing equipment malfunction or failure.
- We have the ability to have multiple nuclear gauges calibrated and available for both the HMA surface and binder mixes.

PROJECT OVERVIEW AND SCOPE

Our scope of work for above mentioned Quality Assurance (QA) project consists of plant, lab and field testing and inspection of concrete and hot mix asphalt. We have provided the cost for plant and field materials testing services based on the minimum testing frequency specified by IDOT. Following is a summary of our involvement on typical QA Materials Testing project:

- I. Subgrade and soils testing-
 - a. Test materials in the laboratory, including proctor testing to determine optimum moisture content and density.
 - b. Verify material compaction and stability through proof rolling and/or density determination of in place materials with recommendations for material removal and replacement or remedial action according to the specifications.
 - c. Complete and submit daily reporting of above observations and test results.
- II. Portland Cement Concrete Testing-
 - a. At the plant – verify that approved PCC mix is batch/produced and test the first truck going out to the job along with plant QC personnel for slump and air content. Perform batch weight calculations based on the batch weight tickets. Collect split aggregate (sand and stone) samples for gradation testing. In circumstances where IDOT has already taken the samples, paperwork for the gradations will be obtained.
 - b. In the field – perform split testing with QC personnel for slump and air content. Cast split cylinder specimens for laboratory compressive strength testing with results to compared with QC's on available.
 - c. Complete and submit daily reporting of above observations and test results.
- III. Hot Mix Asphalt Testing-
 - a. At the plant - verify that approved asphalt material is being produced. Obtain split sample of the aggregate belt and HMA for further testing in CTL lab. In circumstances where IDOT has already taken the samples, paperwork for the gradations will be obtained. Lab tests to be performed consist of; gradation on the belt sample, reflux extraction/gradation to determine AC content, and gyratory analysis (Gmm, Gmb, voids).
 - b. In the field - verify that a proper rolling pattern has been set up and that QC is achieving proper field density. Split HMA acceptance cores will be tested by QA for density comparison with QC once available.
 - c. Complete and submit daily reporting of above observations and test results.

IV. Laboratory Services

- a. Provide compressive strength testing of concrete cylinders
- b. Material tests required for IDOT's Hot-Mix Asphalt (HMA)

Reporting will be completed and forwarded as required by the specifications, in standard IDOT format, with originals kept on file and copies submitted to Client, unless otherwise requested. Testing frequencies and procedures will be according to the project specifications and/or other governing documents, or as agreed with a Village of Hinsdale representative.

UNION AFFILIATIONS

Chicago Testing Laboratory, Inc. technicians have chosen to be represented by the IUOE Local 150 materials testers union. The recent addition of this bargaining agreement is reflected in the pricing and provisions shown in this proposal. CTL recommends using union technicians on all of your projects to eliminate any potential labor disputes or work stoppages. Prevailing wages are required for all area public projects, so why take a chance with using nonunion labor?

ESTIMATED COST

Based on the pay items, quantities provided and anticipated QA testing frequencies, we estimate that a budget of **\$9,862.25** will be sufficient to cover the costs associated with testing and management of the project. CTL will bill only for hours and tests performed. *Only actual time spent on the project will be invoiced at the provided rates.* See attached for itemized breakdown of the cost estimate.

Our unit rates are based on a normal 8-hour workday within the standard working hours of 7:00 am to 5:00 pm, with overtime after 8 hours per day, on Saturday, and outside of standard working hours. Overtime will be invoiced at a rate of 1.4 times the normal hourly rate. Sunday and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate. Project and plant site visits will be subject to a 4 hour minimum.

Technician scheduling is expected to occur by office call or fax before 3:00 pm on the business day prior to the site visit, and should be completed in addition to the onsite technician being notified to ensure scheduling completion. Calls received on the same day may be cause for delay in scheduling and subject to immediate overtime rate for that day. Any changes in technician scheduling not completed 2 hour prior to the shift start will be subject to any applicable project daily minimums.

SCHEDULE OF FEE AND UNIT RATES



Description	Unit Rate (\$/hr or \$/unit)	Hours or Units	Total
Portland Cement Concrete Testing			
PCC I Technician (Field-3 days, 4hr/day)	\$83.00	12	\$ 996.00
PCC II Technician (Plant-1 day, 4hr/day)	\$83.00	4	\$ 332.00
Cylinder Pickup	\$70.00	3	\$ 210.00
Vehicle Charge	\$15.00	7	\$ 105.00
Compressive Strength Cylinder Testing	\$17.00	12	\$ 204.00
Gradation test on split sample	\$100.00	2	\$ 200.00
Project Manager	\$95.00	7	\$ 166.25
Estimated Total for PCC Testing			\$ 2,213.25
Hot Mix Asphalt Testing			
HMA I Technician (Field - 4 days, 4hr/day)	\$83.00	16	\$ 1,328.00
HMA II Technician (Plant - 2 day, 4hr/day)	\$83.00	8	\$ 664.00
Vehicle Charge	\$15.00	6	\$ 90.00
Core Bulk Specific Gravity	\$45.00	20	\$ 900.00
Gradation test on belt split sample	\$100.00	4	\$ 400.00
Asphalt Extraction/Gradation	\$175.00	4	\$ 700.00
Gyratory Analysis (Gmb, Gmm)	\$250.00	4	\$ 1,000.00
Project Manager	\$95.00	6	\$ 142.50
Estimated Total for HMA Testing			\$ 5,224.50
Aggregate Testing			
Engineering Tech (Field - 4 days, 4hr/day)	\$83.00	16	\$ 1,328.00
Vehicle Charge	\$15.00	4	\$ 60.00
Proctor	\$200.00	1	\$ 200.00
Project Manager	\$95.00	4	\$ 95.00
Estimated Total for Aggregate Testing			\$ 1,683.00
Subgrade Inspection			
Engineering Tech (Field - 2 days, 4hr/day)	\$83.00	8	\$ 664.00
Vehicle Charge	\$15.00	2	\$ 30.00
Project Manager	\$95.00	2	\$ 47.50
Estimated Total for Subgrade Inspection			\$ 741.50
Estimated Total for Chestnut Street Improvements 2011-2012			\$ 9,862.25

Note: For work performed after March 1st, 2012, rates are subject to a 4% increase.



Founded 1912

Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

ACCEPTANCE

CTL Proposal No. EG11134R

Reference: **Village of Hinsdale
Chestnut Street Improvements 2011-2012**

Estimated Cost \$9,862.25 (see attached cost estimate sheet)

Please sign and return this acceptance form as your agreement to proceed with the scope of work as indicated. By signing this form, you agree to remit payment to CTL at the rates listed in the referenced proposal.

Company Name:

Contact Name:

Address:

Telephone Number:

Fax Number:

Signature: _____

Date: _____

September 6, 2011

To: Mr. Daniel Deeter, PE
Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
P 630.789.7039
F 630-789-7016

Re: QA Construction Materials Inspection and
Testing Services
Proposed 2011-2012 Chestnut Street
Improvements Project
Hinsdale, IL
Dupage/Cook County
Proposal No. Q11.135

Dear Mr. Deeter,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Mr. Daniel Deeter of the Village of Hinsdale on August 29, 2011 and the following outlines our understanding of the scope of services:

Project Description and Locations

Utility and road improvements on 1.11 miles of streets within the Village of Hinsdale. The project consists of placement of approximately 12,090 SY of Hot Mix Asphalt pavement and approximately 2,100 SY of Portland Cement Concrete.

Chestnut Street	.544 miles
Quincy Street	.153 miles
Bruner Street	.112 miles
Bodin Street	.116 miles
Thurlow Street	.121 miles
S. Alley E. of Bruner	.059 miles

Included is the construction of storm sewers, sanitary sewers, water main, sidewalks, combination curb and gutter, and right of way improvements. Paving for Phase I of this project is scheduled for October-November of 2011 and remaining phases being completed during the construction season of 2012.

Scope of Services

- QA Field testing of uncured concrete – slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – strength
- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
- QA Laboratory testing of HMA – bulk SG, max SG, loss on ignition, core density

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees for prevailing wage projects, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

2011 - 2012 Street Improvements Village of Hinsdale										
	Core Density Determination									
	Ignition Oven Test	\$126.00								
	Maximum Theoretical Specific Gravity	\$115.00								
	Bulk Specific Gravity	\$95.00								
	Cylinder Pick Up	\$245.00								
	Cylinders (each)	\$17.00								
	Nuclear Density Gauge (day)	\$40.00								
	Project Manager (hr)	\$100.00								
	Vehicle (day)	\$45.00								
	Material Tester 1 (hr)	\$83.00								
#40603080 HMA Binder, IL-19.0, N50	6	1	0.8	1			1	1	1	1
#40603310 HMA Surface, Mix "C", N50	6	1	0.8	1			1	1	1	1
#40701861 HMA Pavement Patching	24	4	3	4						4
#42000301/401 PCC Pavement 8" & 9" (jointed)	6	1	0.8		4	1				
#42300200/400 PCC Driveway Pavement, 6" & 5"	6	1	0.8		4					
#42400200 Sidewalk, 5"	12	2	1.5		8	1				
#60601005 Curb Type B, (special)	6	1	0.8		4	1				
#60603800 Comb. Curb & Gutter, Type B-6.12	6	1	0.8		4					
#60604400 Comb. Curb & Gutter, Type B-6.18	24	4	3		16	2				
	96	16	12	6	40	5	2	2	2	6
GRAND TOTAL = \$12,223.00	\$7,968.00	\$720.00	\$1,200.00	\$240.00	\$680.00	\$1,225.00	\$190.00	\$230.00	\$252.00	\$144.00

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

CLOSING

We appreciate the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,
RUBINO ENGINEERING, INC.

Michelle Lipinski

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

Rubino Engineering, Inc.

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS	_____	DAY OF	_____	, 2011.
BY (please print):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees as of March 1, 2011 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$17.00
Pick-up of test cylinders and transportation to lab (Does not include vehicle charge)	Per hour	\$79.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$115.00
Bulk Specific Gravity	Each	\$95.00
Ignition Oven Test	Each	\$126.00
Sieve Analysis	Each	\$79.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$175.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$190.00
Sample preparation for the above tests (clay samples)	Each	\$40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$83.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$116.20
Per Hour Overtime Sundays and Holidays	\$157.70

MATERIAL TESTER - 2 - Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$87.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$121.80
Per Hour Overtime Sundays and Holidays	\$165.30

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$45.00
Nuclear Density Gage	Per Day	\$40.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$175.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$3.25
Core Density Determination	Per Core	\$24.00

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$185.00
Project Engineer/Manager	Per Hour	\$100.00
Secretarial Services	Per Hour	\$50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.

- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking on its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



TESTING SERVICE CORPORATION

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Corporate Office:

360 S. Main Place, Carol Stream, IL 60188-2404
630-462-2600 • Fax 630.653.2988

September 1, 2011

Mr. Daniel Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

RE: P.N. 47,679
Construction Material Engineering
Chestnut Street Improvements 2011-2012
Hinsdale, Illinois

Dear Mr. Deeter:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by the Village of Hinsdale.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Seventeen Thousand Two Hundred Eighty-Two and 50/100 Dollars (\$17,282.50) is recommended for your project. This estimate is based on a review of plans and specifications provided by and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2011.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Daniel Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521, Illinois
Tel: 630-789-7000
Fax: 630-789-3463

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz, P.E.
Project Manager

JRS:sa

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 109.50
B. Material Tester II	Per Hour:	\$ 112.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 112.50

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle	Per Mile:	\$ 0.60
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
F. Pickup Concrete Test Samples	Per Trip:	\$ 60.00

ITEM II LABORATORY SERVICES

A. Soils

1. Compaction Curve to establish the maximum dry unit weight and optimum water content		
a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 175.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 165.00
c. Add for Methods B, C, or D	Each:	\$ 15.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 15.00
b. Unconfined Compressive Strength	Each:	\$ 12.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 16.25
c. Trim End of Specimen When Necessary	Each:	\$ 20.00

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 15.50
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00
<u>ITEM III CONSULTATION AND REPORT PREPARATION</u>		
A. Registered Professional Engineer, Principal	Per Hour:	\$ 170.00
B. Registered Professional Engineer	Per Hour:	\$ 130.00
C. Graduate Civil Engineer	Per Hour:	\$ 110.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2011.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		165.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	32.0	112.50	\$ 3,600.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	320	0.60	\$ 192.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		85.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 3,792.00

Estimate Basis: Eight plant visits to monitor the production of concrete mixes placed for curb, sidewalk, pavement, and combination curb and gutter.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	32.0	109.50	\$ 3,504.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each	8	60.00	\$ 480.00
5	Concrete Test Cylinders (6"x 12")	Each	32	16.25	\$ 520.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 4,624.00

Estimate Basis: Eight site visits to test and sample concrete placed for curb, sidewalk, pavement, and combination curb and gutter.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	25.0	112.50	\$ 2,812.50
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	5	185.00	\$ 925.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	5	185.00	\$ 925.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each	5	90.00	\$ 450.00
Sub-Total:					\$ 5,232.50

Estimate Basis: Five plant visits to monitor the production of HMA mixes placed for binder and surface courses.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	22.0	109.50	\$ 2,409.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	5	35.00	\$ 175.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each	15	40.00	\$ 600.00
Sub-Total:					\$ 3,304.00

Estimate Basis: Five site visits to monitor the compaction of HMA mixes placed for the test strip, binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	3	110.00	\$ 330.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 330.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 17,282.50

RECOMMENDED BUDGET: \$ 17,282.50



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

Telephone: _____

Fax: _____

Site Contact: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order No: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Project Data Sheet

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

DATE: October 17, 2011

REQUEST FOR BOARD ACTION


AGENDA		ORIGINATING		
SECTION NUMBER EPS Agenda		DEPARTMENT Community Development		
ITEM Contract Change Order #3 2011 Resurfacing Program - Brothers Asphalt Paving, Inc.		APPROVAL Dan Deeter Village Engineer.		
<p>Staff is recommending approval of the attached change order 3. Due to the addition of portions of Third, Fourth, and Eighth Streets to the project, Brothers Asphalt Paving, Inc. is requesting an extension of the completion date to November 4, 2011.</p> <p>MOTION: To Approve a Resolution for the 2011 Resurfacing Project Construction Contract Change Order Number 3 in the Amount of \$0.00 to Brothers Asphalt Paving, Inc.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On September 12, 2011 the EPS Committee unanimously approved the above motion.				
BOARD ACTION:				

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2011 Resurfacing Project
Location: Various Streets
Contractor: Brothers Asphalt Paving, Inc.

Change Order No. 3
Contract No. - N/A
Date: 10-17-2011

I. A. Description of Changes Involved:

1. Request to extend the project completion date to November 4, 2011

B. Reason for Change:

1. Village has increase the project scope by adding portions of Third, Fourth, and Eighth Streets.

C. Revision in Contract Price: Total: \$0.00

1. \$ 0.00

II. Adjustments in Contract Price:

1.	Original Contract Price	\$1,312,577.80
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1&2</u>	\$ 259,562.45
3.	Contract Price, not including this Change Order	\$1,572,140.25
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>0.00</u>
5.	Contract Price including this Change Order	<u>\$1,572.140.25</u>

Accepted:

Contractor: Brothers Asphalt Paving, Inc.

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and Brothers Asphalt Paving Inc. (“Brothers Paving”) has entered into that certain Contract (the “Contract”) providing for construction of the 2011 Resurfacing Project ; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Daniel Deeter

2011 Resurfacing

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 7:37 AM
To: Daniel Deeter; Al Diaz
Cc: Cann, Brent
Subject: FW: Extension Letter
Attachments: Extension Letter 9-22-11.doc

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Thursday, September 22, 2011 1:38 PM
To: Abbeduto, Matt
Subject: Extension Letter

Hi Matt,

Please find attached Extension Letter for your review. Please call our office with any questions.

Thank you,

Grace
Brothers Asphalt Paving, Inc
315 S. Stewart Avenue
Addison, IL 60101
Phone: 630-458-1762
Fax: 630.458.1763
E-Mail: bapinc@brothersasphaltpaving.com

9/29/2011

Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue

Addison, IL 60101

(630) 458-1762 Fax (630) 458-1763

September 22, 2011

Matt Abbeduto, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451

Subject: 2011 Road Program
Village of Hinsdale

Dear Mr. Abbeduto,

Brothers Asphalt Paving, Inc. is requesting an extension for the completion of the 2011 Road Program in the Village of Hinsdale. Additional time is needed to complete this project with the additional work added by the Village. We are asking for an extension date of November 4, 2011. We greatly appreciate your consideration in this matter; please contact me directly at (630) 675-6701 with any questions.

Sincerely,

Nick Colella
President

Daniel Deeter

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 9:30 AM
To: Daniel Deeter; Al Diaz
Subject: FW: Extension Letter
Attachments: Extension Letter Revised 9-22-11.doc

This one is addressed to Dan

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Friday, September 23, 2011 9:22 AM
To: Abbeduto, Matt
Subject: RE: Extension Letter

Please find attached revised letter. Please call if you have any questions.

Thank you,

Grace
Brothers Asphalt Paving, Inc
315 S. Stewart Avenue
Addison, IL 60101
Phone: 630-458-1762
Fax: 630.458.1763
E-Mail: bapinc@brothersasphaltpaving.com

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 7:58 AM
To: Grace Foss
Subject: RE: Extension Letter

Please address this letter to Dan Deeter at the Village of Hinsdale and resubmit.

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Thursday, September 22, 2011 1:38 PM
To: Abbeduto, Matt
Subject: Extension Letter

Hi Matt,

Please find attached Extension Letter for your review. Please call our office with any questions.

9/29/2011

Thank you,

Grace

Brothers Asphalt Paving, Inc

315 S. Stewart Avenue

Addison, IL 60101

Phone: 630-458-1762

Fax: 630.458.1763

E-Mail: bapinc@brothersasphaltpaving.com

Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue

Addison, IL 60101

(630) 458-1762 Fax (630) 458-1763

September 22, 2011

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

Subject: 2011 Road Program
Village of Hinsdale

Dear Mr. Deeter,

Brothers Asphalt Paving, Inc. is requesting an extension for the completion of the 2011 Road Program in the Village of Hinsdale. Additional time is needed to complete this project with the additional work added by the Village. We are asking for an extension date of November 4, 2011. We greatly appreciate your consideration in this matter; please contact me directly at (630) 675-6701 with any questions.

Sincerely,

Nick Colella
President

cc: Matt Abbeduto, P.E. Construction Engineer, HR Green Inc.

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER EPS Agenda	DEPARTMENT Community Development
ITEM Contract Change Order #1 2011 Resurfacing Program Construction Observation – HR Green	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 1. Due to the increased scope of the 2011 Resurfacing project, HR Green anticipates conducting more man-days of construction observation than estimated in their initial proposal.


The following is the status of the 2011 budget including this change order:

2011 Resurfacing Budget	\$1,660,000.00
Brothers Asphalt Contract	<u>\$1,312,577.80</u>
Funds Available	\$ 347,422.20

Additional Resurfacing Scope:	\$ 327,298.85
Other resurfacing material changes:	\$ (68,736.40)
First Street Brick Replacement:	\$ 23,100.00
HR Green Scope change order #1:	<u>\$ 29,300.00</u>
Net Changes	\$ 310,962.45

Remaining in the budget	\$ 36,459.75
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MOTION: To Approve a Resolution for the 2011 Resurfacing Project Construction Observation Services Contract Change Order Number 1 in the Amount Not to Exceed \$29,300.00 to HR Green.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and HR Green (“HR Green”) has entered into that certain Contract (the “Contract”) providing for the 2011 Resurfacing Project Construction Observation Services; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this _____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2011 Resurfacing Project Construction Observation
Location: Various Streets
Contractor: HR Green

Change Order No. 1
Contract No. - N/A
Date: 10-17-2011

- I. A. Description of Changes Involved: Additional construction observation.
- B. Reason for Change:
Village increase in scope of work to include portions of Third, Fourth, and Eighth Streets.
- C. Revision in Contract Price: Total: Addition \$29,300.00

II. Adjustments in Contract Price:

- | | | |
|----|--|---------------------|
| 1. | Original Contract Price | \$ 89,530.00 |
| 2. | Net (addition) (reduction) due to all previous Change Orders Nos. _____ | \$ 0.00 |
| 3. | Contract Price, not including this Change Order | \$ 89,530.00 |
| 4. | (Addition) (Reduction) to Contract Price due to this Change Order | <u>\$ 29,300.00</u> |
| 5. | Contract Price including this Change Order | <u>\$118,830.00</u> |

Accepted:
Contractor: HR Green

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1A

THIS AMENDMENT, made this 3rd day of October, 2011 by and between, Village of Hinsdale the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Village of Hinsdale – 2011 Resurfacing Project

COMPANY Project Number: 87100432

hereby amends the original Professional Services Agreement dated December 29, 2010 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

As agreed to in Change Order Number 1 dated August 16, 2011 between the CLIENT and Brothers Asphalt Paving, Inc., additional construction improvements have been added to the original scope of work. This work includes Surface Asphalt Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Concrete Sidewalk Removal and Replacement, Class D Patching and Traffic Control in the following areas:

- Third Street between Elm and Oak
- Third Street between Garfield and Park
- Fourth Street between Elm and Oak
- Fourth Street between Oak and County Line Road; and

Portland Cement Concrete Street Patching in the following area:

- Eighth Street between Elm and County Line Road.

Construction Observation Services including onsite observation, administrative tasks and budget / schedule management have been requested by the CLIENT associated with the above work, which is outside the original contract scope of services and the revised agreed to construction schedule. COMPANY shall provide these services full-time and are based on an estimated additional 30 working days to complete the total construction work.

The original project contract dated December 29, 2010 provided Construction Observation services for an estimated 35 working days based on the initial scope of work. With the additional 30 working days, which includes the above stated scope of services, and the original 35 working days provided in the contract, a total of 65 working days of Construction Observation is anticipated to be required by COMPANY based upon the current construction schedule.

In consideration for these services (Amendment No 1A), the CLIENT AGREES to increase the payment for services performed by COMPANY on the following basis:

- ☒ Time and Materials Not to Exceed Twenty-Nine Thousand Three Hundred Dollars.
(\$ 29,300.00).

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred Eighteen Thousand Eight Hundred Thirty Dollars (\$ 118,830.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

Village of Hinsdale

By: Dan Deeter, P.E., Village Engineer

Date

HR Green, Inc.

By: Brent D. Cann, P.E.

Approved by: T. Scott Creech, P.E.
Site Manager

Date: 10-3-11

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HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1A

THIS AMENDMENT, made this 3rd day of October, 2011 by and between, Village of Hinsdale the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Village of Hinsdale – 2011 Resurfacing Project COMPANY Project Number: 87100432

hereby amends the original Professional Services Agreement dated December 29, 2010 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

As agreed to in Change Order Number 1 dated August 16, 2011 between the CLIENT and Brothers Asphalt Paving, Inc., additional construction improvements have been added to the original scope of work. This work includes Surface Asphalt Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Concrete Sidewalk Removal and Replacement, Class D Patching and Traffic Control in the following areas:

- Third Street between Elm and Oak
- Third Street between Garfield and Park
- Fourth Street between Elm and Oak
- Fourth Street between Oak and County Line Road; and

Portland Cement Concrete Street Patching in the following area:

- Eighth Street between Elm and County Line Road.

Construction Observation Services including onsite observation, administrative tasks and budget / schedule management have been requested by the CLIENT associated with the above work, which is outside the original contract scope of services and the revised agreed to construction schedule. COMPANY shall provide these services full-time and are based on an estimated additional 30 working days to complete the total construction work.

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THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

Village of Hinsdale

HR Green, Inc.

By: Dan Deeter, P.E., Village Engineer

By: Brent D. Cann, P.E.


Date

Approved by: T. Scott Creech, P.E.
Site Manager

Date: 10-3-11

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REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES			
ITEM CBD SIDEWALK SHOVELING	APPROVAL			
<p>There is \$9,000.00 budgeted in Roadway Services for the service of snow removal on sidewalks in the Central Business District in the event of a measurable snow event of over two inches. Staff received 4 quotes for this service, which was utilized 7 times in FY 2010-11. The low bidder for this service was Tovar Snow Professionals, Inc., with a quote of \$675.00 per event. Quotes received are attached.</p> <p>Public Services staff would like to recommend to Committee that Tovar Snow Professionals, Inc., be utilized for the service of snow removal on sidewalks in the CBD in the event of a measurable snow of over two inches, and if Committee concurs the following motion would be appropriate:</p> <p>MOTION: To award the service of snow removal on sidewalks in the Central Business District to Tovar Snow Professionals, Inc., in the amount of \$675.00 per event, not to exceed the budgeted amount of \$10,000.00 without prior approval from the Village Manager.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: BUSINESS DISTRICT SNOW REMOVAL
DATE: 10/10/11

Staff would like direction from Committee regarding snow removal in front of storefronts within the Central Business District in the event of a measurable snow of over two inches. Last year, Fuller's Service Center was the lowest bidder for this service in the amount of \$950.00 per event, which was utilized 7 times during the season. Staff has solicited quotes for this service, which are listed below.

Fuller's Service Center	\$950.00 per event
Snow Systems, Inc	No Bid
Greentouch Landscaping	\$1,950.00 per 2"-4" storm
A & B Landscaping	\$900.00 per event
Tovar Snow Professionals, Inc	\$675.00 per event

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



CREATING A SAFER WINTER ENVIRONMENT

195 Penny Avenue
East Dundee, IL 60118
Phone (847) 695-0080
Fax (847) 695-0417
www.TovarSnow.com

SHOVEL ONLY
PER OCCURRENCE PROPOSAL
FOR
SNOW & ICE MANAGEMENT SERVICES

AT:
Village of Hinsdale
Central Business District
Hinsdale, IL 60521

SUBMITTED TO:
Village of Hinsdale
Attention: Tom Bueser
19 E. Chicago Avenue
Hinsdale, IL 60521

Initials____/____

SNOW AND ICE MANAGEMENT SERVICES AGREEMENT

This **Snow and Ice Management Services Agreement** (this "Agreement") is hereby made effective as of the date last written below (the "Effective Date") by and between **Tovar Snow Professionals, Inc.** ("Contractor") and the undersigned owner or owner's agent (collectively the "Owner") of the premises located at:

Village of Hinsdale
Central Business District
Hinsdale, IL 60521

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Term. This contract shall commence on the Effective Date and shall continue thereafter for a term of up through and including (check one box):

<input type="checkbox"/> April 15, 2012 <input type="checkbox"/>	<input type="checkbox"/> April 15, 2013 <input type="checkbox"/>	<input type="checkbox"/> April 15, 2014 <input type="checkbox"/>
---	---	---

provided, however, that the Contractor will be obligated to perform Services (as defined below) during only a part or parts of the term, as follows: (a) if the term expires on April 15, 2012 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 (b) if the term expires on April 15, 2013 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 and November 15, 2012 through April 15, 2013 and (c) if the term expires on April 15, 2014 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 November 15, 2012 through April 15, 2013 and November 15, 2013 through April 15, 2014 further provided, however, that if the Owner requests and the Contractor accepts to perform Services outside of the service periods set forth above, such Services shall otherwise be governed by the terms and conditions of this Agreement.

2. Scope of Services.

A. Snow and Ice Maintenance Program Services. During the period of November 15th to April 15th (the "Season"), through the Term, Contractor shall perform the Snow and Ice Maintenance Program Services set forth in this Section 2 (the "Program Services") as weather conditions warrant and as transportation conditions and conditions of the Premises permit, and as Contractor in its sole and absolute discretion deems appropriate to the then-applicable weather conditions.

- (i) Location of Program Services. Contractor's duties to perform Program Services shall be limited to, and all Program Services shall be exclusively conducted on, the Premises.

Initials _____/_____

(ii) Removal of Snowfall. Contractor agrees to remove all snowfall accumulations from the agreed sidewalks of the Premises. Contractor shall use whatever method it determines in its sole and absolute discretion to be the most appropriate method to clear any such snow accumulation. In most cases, a one inch (1") snow accumulation will be cleared by shoveling, but depending on timing and weather conditions, a series of chemical applications may be used. Likewise, a snow accumulation of less than one inch (1") will typically be cleared with a chemical application, but the Contractor may elect to clear such snow accumulation with shoveling if weather conditions dictate. Contractor has sole and absolute discretion to conduct snow removal as often as Contractor deems necessary during and after business hours.

(iii) Chemicals. When Contractor clears accumulation of snowfall by shoveling, Contractor will apply appropriate and industry standard chemical applications to such cleared area to prevent formation of ice.

(iv) Icy Conditions. Contractor shall treat icy conditions on the agreed sidewalks of the Premises using appropriate and industry standard chemical applications.

(v) Business Hours. During those periods when any snowfall or icy precipitation occur during business hours, Contractor will use its best efforts to ensure that the main sidewalk paths of the Premises remain clear of snow and ice. Any such work conducted during Business Hours will vary widely based on weather conditions. In the event that multiple visits by Contractor are necessary to remove snowfall that accumulates during the hours of operations of the Premises, fees shall be incurred as set forth in Section 3.

(vi) After Hours. Contractor will, at its discretion, return to the Premises After Hours to remove snow or ice that accumulated during Business Hours, or to remove any new snow or ice. Additional fees shall be incurred as set forth in Section 3.

(vii) Obstructions. Contractor is not responsible for shoveling areas that are blocked by parked cars, locked gates or other obstructions. Contractor will, however, make reasonable efforts to clear between and around any such obstructions. In the event any such Obstruction results in any additional visits being necessary to complete Contractor's duties hereunder (e.g., after obstructions have been moved), additional fees shall be incurred as set forth in Section 3.

(viii) Extreme Conditions. Snow accumulations of over eight inches (8") may require use of additional or specialized equipment to remove snow accumulations from the Premises. The Owner agrees to allow Contractor to bring in such equipment as needed in the Contractor's sole and absolute discretion to assist in the clearing of such accumulated snow. Fees for snow and ice removal during Extreme Conditions shall be incurred as set forth in Section 3.

B. Excavation Services. The trucking of snow off of the Premises or the movement of snow within the Premises (e.g., moving snow or stacking snow piles) and Contractor's use of loaders to pile snow during snowstorms (or after several successive snowstorms) where there is accumulation of six inches (6") or more of snow ("Excavation Services") is excluded from the Program Services. To request Excavation Services, the Owner must specifically request and authorize the Contractor to conduct Excavation Services. Additional fees for Excavation Services shall be incurred as set forth in Section 3.

3. Fees.

A. Program Services. Owners shall pay Contractor in accordance with the invoicing method set forth in Section 4 for Contractor's performance of the Program Services during the Season based upon the fee schedule set forth below:

Village of Hinsdale
Central Business District
Hinsdale, IL 60521

Program Service:	November 15, 2011 Through April 15, 2012	November 15, 2012 Through April 15, 2013	November 15, 2013 Through April 15, 2014
SHOVELING:			
Shoveling per Occurrence:	\$675.00	\$689.00	\$703.00
CHEMICAL APPLICATION:			
Sidewalk Ice Melt (per app):	\$695.00	\$709.00	\$723.00

Hourly Services. Hourly Services will be invoiced for any work performed outside of scope per customer request.

Hourly Service	Fee Per Hour
Truck with 6.5'-7' Blade:	\$65.00
Truck with 7.5'-8' Blade:	\$89.00
Truck with 8.5'-9' Blade:	\$95.00
Truck with 9' -11' Blade:	\$115.00
Six Wheel Dump Truck:	\$98.00
Semi Dump Truck:	\$110.00
Skid Steer Front Loader (1 yd bucket):	\$105.00
Front End Loader (2 yd bucket):	\$175.00
Large Wheel Loader (3 yd bucket):	\$198.00
10-14 ft. Box Plow/Capture Blade:	\$40.00
18-20 ft. Box Plow/Capture Blade :	\$80.00
Snow Blower:	\$30.00
ATV:	\$25.00
Laborer:	\$32.00
Enviro-Salt (per acre applied):	\$125.00
Sidewalk Ice Melt (per bag applied):	\$35.00

B. Multiple Visits. In the event Multiple visits to the Premises are required to clear snow accumulations, whether pursuant to Section 2 (A) (v) or Section 2 (A) (vi), or otherwise, Owner shall pay Contractor the rate set forth in Section 3 (A) for each visit to the Premises.

C. Snowfall Totals. Snowfall totals will be determined by a Consulting Certified Meteorologist. The information will come from the closest reporting city, within 7 miles of the contracted facility.

D. Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Fuel. (All DOE prices include taxes and the National Mid-West Average Price of Fuel is generally updated and available after 4:00 pm each Monday on the DOE website at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>.) In the event that the National Mid-West Average Price of Fuel for diesel gasoline increases to more than \$5.00 per gallon, the fees set forth in Section 3 (A), shall automatically increase by an additional three percent (3%).

Initials _____/_____

4. Billing.

A. Invoicing. Contractor will submit invoices to the Owner for Program Services upon completion of any Program Service. Payment on all invoices are due within ten (10) days of the date of Receipt of the Invoice. Receipt of the Invoice shall be defined as the date three days from the date of mailing of the invoice by the Contractor to the Owner. All amounts which remain unpaid twenty (20) days following the Receipt of Invoice shall bear interest at the lesser of fifteen percent (15%) or the maximum rate allowable by law. The Owner agrees that any invoiced amount must be disputed within fifteen (15) days of the date of Receipt of the Invoice (the "Dispute Period") by providing written notice of such dispute to Contractor before the expiration of the Dispute Period. Any right to dispute any such invoiced amount after the expiration of Dispute Period shall be deemed waived.

B. Payments. We accept company checks, electronic payments, and credit cards (Visa or MasterCard). There will be a 2% surcharge on all credit card payments.

C. Termination of Services. If the Owner's account is past due, Contractor may, with 24 hour notice, suspend its obligation to perform Program Services until Contractor receives payment in full of all amounts past due and owing (including interest) from the Owner. In the alternative, Contractor may, by providing written notice to the Owner, terminate this Agreement. In the event of any such termination, the Owner shall remain fully responsible for all amounts otherwise due hereunder. During the period of such suspension or following such termination by Contractor, the Owner agrees and understands that Contractor will not be liable for any costs or damages, including but not limited to consequential damages, to the Owner or any other party that may arise from or be related to such a suspension or termination of Program Services. The Owner agrees to pay all reasonable attorneys' fees and all other costs incurred by Contractor to collect past due amounts and interest thereon, and to take any court action, whether in equity or in law, to enforce this agreement.

5. Independent Contractor. Contractor shall perform the Program Services as an independent contractor and not as an employee of the Owner.

6. Insurance. Contractor will maintain workers compensation, automotive and general liability insurance in commercially reasonable coverage amounts. Contractor will provide the Owner evidence of such insurance before upon request of the Owner.

7. Turf Repair. In the event that Contractor damages any turf by snow plowing, Contractor will re-seed the damaged turf in the Spring season following the Season in which the damage occurred.

8. Property Damage. The Owner will report in writing any property damage caused by Contractor within forty-eight (48) hours of becoming aware of such damages. Contractor will repair any timely and properly reported property damage in the Spring season following the Season in which the property damage occurred. Notwithstanding anything herein to the contrary, Contractor will have no obligation, and the Owner waives any damages for, any property damages not timely and properly reported.

9. Limitation of Liability. Contractor will exercise reasonable care to avoid damage to pavements, curbs, trees and shrubs. Under no circumstances shall Contractor be responsible or liable for:

- A. damage to landscaping caused by the piling of snow or the spreading of the chemicals described in this Agreement;
- B. damage to items that are snow-covered or not visible;
- C. damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation;
- D. personal injuries resulting from slip and fall accidents; or
- E. Acts of God, including but not limited to extraordinary weather conditions.

Initials ____ / ____

10. Indemnification. The Owner shall indemnify, defend and hold harmless Contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorney's fees, costs and expenses which Contractor incurs as a result of a claim or claims brought by the Owner or any third party, arising out of any alleged or actual wrongdoing, negligence, breach of contract, or Act of God (including but not limited to extraordinary weather conditions) that is related in any manner whatsoever, to the Premises or the Owner's involvement with the Premises or the Program Services, including but not limited to personal injuries resulting from slip and fall accidents.

11. Owner Obligations.

A. Access to Premises. The Owner will provide Contractor with access to the Premises sufficient to perform the Program Services.

B. Incidents on Premises. For any and all actual or alleged incidents resulting in potential or apparent injury or damage, the Owner will notify Contractor promptly and assist in obtaining details and information required for Contractor's preparation of a defense. The Owner agrees that if the Owner fails to so promptly notify and assist Contractor, the Owner will indemnify, defend and hold harmless Contractor for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from any such incident.

12. Notices. All notices required or allowed to be given hereunder shall be in writing and delivered via U.S. Certified Mail. All such notices shall be deemed to have been duly given when received. All such notices shall be mailed to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this Section 12.

13. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to either party. The Owner's fee and indemnification obligations shall survive any termination of this Agreement.

14. Miscellaneous.

A. Authority. Any individual who signs this Agreement on behalf of Contractor or the Owner represents, promises and guarantees that such individual is fully authorized to execute this Agreement on behalf of either Contractor or the Owner, as the case may be. In the case of an agent of the Owner, such agent represents, promises and guarantees that such agent is fully authorized to execute this Agreement on behalf of the Owner.

B. Severability. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be constructed, reformed and enforced to affect the purposes of this Agreement to the fullest extent permitted by law.

C. Conflict. In the event that any of the terms of this Agreement conflict with the terms of any other agreement entered into between the parties hereto with respect to the provisions of the Program Services, the terms of this Agreement shall govern, unless such other agreement specifically references and modifies the terms of this Agreement.

D. Other. This Agreement:

(i) shall be governed by and constructed under the laws of the State of Illinois, without application of principals of conflicts of law;

(ii) shall constitute the entire agreement if the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understands, courses of dealing, agreements, contracts and the like between the parties in such respect;

(iii) may be amended, modified or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed by both parties;

(iv) contains headings only for convenience, which headings do not form part of, and shall not be used in construction of, the Agreement; and

(v) shall bind and inure to the benefit of the parties and their respective legal representatives and assigns.

15. Capacity. THIS CONTRACT IS SUBJECT TO CONTRACTOR'S ACCEPTANCE AT THE TIME CONTRACTOR RECEIVES THE EXECUTED CONTRACT FROM THE OWNER. IF, AT THAT TIME, THE CONTRACTOR DOES NOT HAVE ANY REMAINING CAPACITY TO PERFORM THE PROGRAM SERVICES, OR, IF FOR ANY OTHER REASON, CONTRACTOR DOES NOT DESIRE TO ACCEPT THIS CONTRACT, CONTRACTOR, IN ITS SOLE AND ABSOLUTE DISCRETION MAY NOT ACCEPT THIS CONTRACT UPON NOTICE TO THE OWNER. CONTRACTOR TYPICALLY PRE-BOOKS ALL WORK BY OCTOBER 1ST OF THE SAID YEAR.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of this _____ day of _____, 20____.

CONTRACTOR: TOVAR SNOW PROFESSIONALS, INC., an Illinois corporation Date: _____ By: _____ Print Name: Shane Butts Regional Account Executive 31W377 Spaulding Road Elgin, IL 60120	Remit To: 39859 Treasury Center Chicago, IL 60694-9800 Emergency Contact Information: TSP 24 Hour Office (847) 695-0080
--	---

Owner or Owner's Agent: Check one: Owner's Agent <input type="checkbox"/> Owner or <input type="checkbox"/> (Name of Owner): _____ Date: _____ By: _____ Print Name: _____ Print Title: _____ Phone: _____ Email: _____	Accounting Notes Billing Address: _____ _____ _____ AP Information: AP Contact: _____ AP Phone: _____ AP Fax: _____ AP Email: _____ Purchase Order: Required _____ Not Required _____ PO #: _____ PO Procedure: _____
--	--

Initials _____ / _____

Fuller's
SERVICE CENTER INC.

**Snow Removal Proposal
for
Village of Hinsdale**

We propose to clear all the sidewalks for the Village of Hinsdale in the Central Business District for \$950 per time. Our crews will be mobilized one hour after we receive the verbal directive to begin. We sincerely appreciate your business and will provide you with an unparalleled level of service. Please feel free to contact me directly if you have any questions.

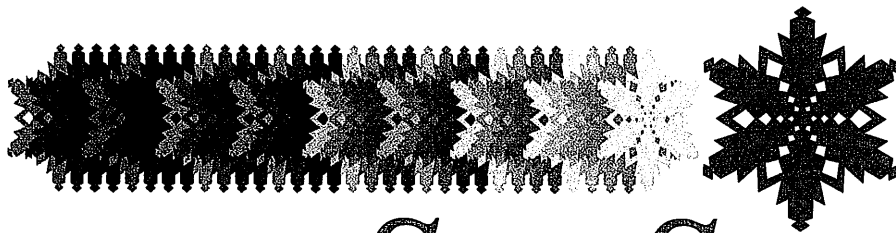
Sincerely,

Douglas A. Fuller Jr.

Douglas A. Fuller, Jr.

Accepted by authorized agent:

Date:



SNOW SYSTEMS INC.

Professional Snow & Ice Control Since 1979

September 12, 2011

George Franco
Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL. 60521

RE: No Bid

Dear :

Thank you for taking the time to send the bid package for Village of Hinsdale. While we at **Snow Systems** value the opportunity to work with Village of Hinsdale; we are not going to be placing a bid in this year. Please keep us in mind next year and for any other properties that may be available.

Sincerely,

Jim Biebrach
President
Snow Systems

JRB/cmc



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**VILLAGE OF HINSDALE
SCOPE OF SERVICES
SNOW REMOVAL SERVICES**

September 12, 2012

- A. GTLM, Inc. will provide necessary equipment and labor for the plowing of snow when there has been a snowfall of at least 2 inch. Said work is to be commenced as outlined below in Paragraphs "B" and "C" specifically. Snow plowing prior to a 2 inch snowfall will be done on a time and material basis as listed under Section Additional Services, with written approval of Managing Agent. The labor will be furnished for said plowing for the area including private drives and private parking lot areas.
- B. 1. Streets will be plowed by Greentouch Landscape, Inc.
2. Snowfall to 6 inches: It is the intent of Greentouch Landscape, Inc. to have all plowing operations completed 6 to 8 hours after snow has stopped falling. Plowing operations will begin no later than 2 hours of the end of snowfall.
3. Plowing operations will begin after 2 inch of accumulation. After 2 inch of accumulation lanes will be opened to allow entry into and out of the site. At that time salt will be applied to lanes.
4. Snowfall to 8 inches: It is the intent of Greentouch Landscape, Inc. to have all plowing operations completed 8 to 10 hours after snow has stopped falling.
5. Snowfall in excess of 8 inches: Blizzard and extreme icing conditions will be handled to the best of the capabilities of the men and equipment. Snow removal or plowing of any snow or snow storm totaling 8 inches or more by wind or accumulation will be charged at time and material rates (Section L – Additional Services).
6. One snowplow operation is defined as one complete pass through the property. Each additional complete pass will be counted as a plowing operation.
7. Plowing of blowing or drifting snow within the 12 hours of plowing operations will be performed inclusive to the contract. Any plowing operations or drift control after the 12 hour operation will be billed at time and material with written approval by management.
8. Snowplow damage repair – Sidewalks will be inspected and damage shall be noted prior to any plowing operations commencing. Contractor shall not be responsible for any prior damage. Contractor shall be responsible for damage due to negligence. It should be noted that some chipping of sidewalks may occur during normal plowing operations, however, any new widespread damage due to negligence on the Contractor's part will be repaired.



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9. Any plowing required after a full pass has been completed, due to Village Municipality, etc. plowing snow in driveways, will be cleared on a time and material basis.

C. All per push costs include the following:

1. A per push snowfall includes any snow which accumulates to the specified amounts within a 24 hour period or until snow has ceased to fall for a period of at least one hour. After snow has ceased to fall for more than one hour it will be considered a new snowfall and will be billed as such.
2. The plowing of all paved vehicular used surfaces on site.
3. The straight pushing of parking spaces into curb lines.
4. Return clean up of site to allow car movement within a 24 hour period after initial plowing is complete.
5. Clean up of parking places on weekend snowfalls will be at a minimum due to lack of car movement. Complete final clean up will be done on the following Monday.

D. All per salting costs include the following:

1. After initial opening of lanes salting will be applied to the plowed surfaces.
2. Salt will be applied to all roadways, intersections and parking lots after snow removal operations are complete.

Note: Any additional charges such as salting, shoveling, etc. will require authorization by property Manager. A complete salting should be authorized on each day that salt is needed even in the event a snowfall may not have occurred. Many times salt may be required due to thawing, drifting which may occur, freezing rain, etc. Salting should occur to insure that parking lots, drives and intersections are as safe as possible.

- E. Greentouch Landscape, Inc. agrees to respond to specific complaints from managing Agent.**
- F. Hand chipping of certain areas will be required as conditions warrant and Greentouch Landscape, Inc. agrees to have manpower available at the rate specified under Section L – Additional Services to handle this type of work upon written request.**
- G. Equipment Greentouch Landscape, Inc. warrants that they have available at least the following equipment which they will maintain in good working order for the purpose of fulfilling the above outlined work: 2 Pick-up trucks with plow, 1 salt truck..**



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H. Prior to beginning this contract, Greentouch Landscape, Inc. will inspect the premises and note locations of all fire hydrants and guest parking areas.

I. If upon inspection of the premises, the Association or it's Managing Agent finds certain areas not completed in accordance with this agreement, the Managing Agent shall notify Greentouch Landscape, Inc. of this fact in writing. Greentouch Landscape, Inc. shall then have 24 hours to correct the problem, excluding blizzard or inhumane weather conditions. This snow contract is based on a period of November – April. Either party may terminate this agreement with 30 day written notice.

J. Upon written notification from Greentouch Landscape, Inc. recommending relocation of snow for safety reasons, the Managing Agent must inspect area and give approval. Any relocation of snow will be charged at an hourly rate listed in Section L – Additional Services.

K. Greentouch Landscape, Inc. agrees that the Association has no responsibility for the loss or damage to Greentouch Landscape, Inc. equipment.

L. Additional Services

Additional work will be charged on an hourly basis for each piece for equipment used. Regular prices are as follows. (All equipment prices include operator. Time travel will be charged).

\$45.00	Foreman
\$40.00	Laborer
\$150.00	Truck with salt spreader
\$125.00	4x4 Pick-up with Plow
\$200.00	1½ Yard Bucket, Rubber Tire Loader
\$230.00/ton	per salting charge
\$50.00/80lbs. bag	Ice Melting Material

All trucks and tractors include operator up to 8 hours – anything over 8 hours, Holidays and weekends, add \$30.00 per hour. Overtime (after 6:00 p.m.) and weekends/holidays prices are as follows:

Foreman: \$50.00/hour

Laborer: \$45.00/hour

ALL HOURLY SERVICES ABOVE REQUIRE A THREE (3) HOUR MINIMUM EACH.

M. During the term of this agreement and for one (1) year after its termination, neither party shall hire nor contract with directly or indirectly, any person who is, or who during the term hereof was employed in any capacity by the other in any manner connected with the operations of the facilities described herein.



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N. Insurance

1. Greentouch Landscape, Inc. agrees to supply a Certificate of Insurance prior to commencing work under this Agreement.

Workman's Compensation and Occupational Disease
Comprehensive General Liability \$2,000,000
Property Damage \$1,000,000

2. Insurance will be carried with a company licensed to do business in Illinois and will contain a provision that coverage may not be reduced or canceled without ten (10) days prior written notice to the Managing Agent. Greentouch Landscape, Inc. shall not be liable for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence including, but not restricted to, acts of God or of the public enemy, acts of Government, fires, floods, epidemic, quarantine restrictions, strikes, freights embargoes, unusually severe weather and (unless the materials or supplies to be furnished under a subcontract are obtainable from other sources) delays of a subcontractor due to such causes.

O. Snow Damage Restoration of Turf Areas

1. Damage of less than 4 inches wide along walks will be addressed with topsoil and seed.
2. Any areas damaged by Greentouch Landscape, Inc. in excess of 4 inches in width, the sod will be removed to a width of 18 inches and replaced with Premium Bluegrass Sod.
3. Greentouch Landscape, Inc. will be responsible for the initial watering only after that it is the responsibility of the unit owner or the Association
4. to water sod until established.



Period of Coverage: November 1, 2011 through April 30, 2012

Q. Shoveling

See Attached List of shoveling locations. Price includes all locations.

Shoveling	Cost per clearing
2" to 4"	\$1,950.00
4" to 6"	\$2,145.00
6" to 8"	\$2,466.75

Over 8 Inches add \$370.00 Per inch to the 6" to 8" Cost

OWNER OR AUTHORIZED AGENT

Village Of Hinsdale
225 Symonds Drive
Hinsdale, IL. 60521-3489
c/o Tom Bueser

By: _____

Print Name: _____

Title: _____

Date: _____

Phone #: _____

A & B LANDSCAPING & TREE SERVICE

Arborist • Landscape Contractors

Landscape Architects • Lawn Maintenance

Firewood • Snowplow

P.O. BOX 344 RIVERSIDE, ILLINOIS 60546

(708) 447-6902 FAX (708) 447-2449

TO:

Village of Hinsdale
19 E. Chicago Ave.
Hinsdale IL.

PHONE

DATE

9/22/11

LANDSCAPING PROPOSAL

CONTRACTOR LICENSE NO.	JOB PHONE NO.
JOB NAME/NO.	SAME
JOB LOCATION	VARIOUS LOCATIONS
LANDSCAPE ARCHITECT	DATE OF PLANS
APPROXIMATE STARTING DATE	APPROXIMATE COMPLETION DATE

We hereby submit specifications and estimates for landscaping as follows:

Sidewalk Snow Removal Program

Work to be Completed PER Public Works Map and
Spec's.

PRICE PER SNOW EVENT 900⁰⁰

PAYMENT TERMS

Unless specified herein, all charges will be due and payable in cash at the time of delivery or, if Customer's credit is approved by Contractor, on the tenth day of the month following delivery. Delinquent accounts may be converted to a Cash On Delivery payment basis and also may be subject to a service charge on past due amounts of one and one-half percent (1 1/2%) per month (or, if less, the maximum amount permitted by law.) Customer agrees to pay Contractor all costs and expenses, including reasonable attorneys' fees, incurred by Contractor to enforce Customer's obligations under this Agreement.

TERMINATION

Either party may terminate this Agreement, for any reason, only upon thirty (30) days written notice to the other party.

MISCELLANEOUS

This Agreement will be binding on and inure to the benefit of the personal representatives, successors and assigns of the parties. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement and includes all understandings and supersedes all prior oral or written agreements between the parties. No waivers or statements made by any representative of Contractor will be valid unless contained in this Agreement. Customer warrants that this Agreement will not constitute or result in the breach of any contractual relationship to which Customer is a party.

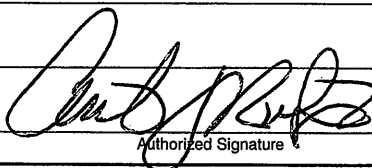
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

900⁰⁰

Nine Hundred Per Visit dollars (\$ 900⁰⁰).

Payment to be made as follows:

BILLED EVERY 2 WEEKS



Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days

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

Signature _____ Date _____ Signature _____ Date _____