

**VILLAGE OF HINSDALE  
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES  
MONDAY, FEBRUARY 13, 2012**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:34 P.M., Tuesday February 13, 2012, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT: Chairman Laura LaPlaca, Trustee William Haarlow, Trustee Bob Saigh

ABSENT: Trustee Doug Geoga

ALSO PRESENT: Dave Cook, Village Manager; George Franco, Director of Public Services; Tim Scott, Director of Economic Development; Dan Deeter, Village Engineer; Tom Bueser, Deputy Director of Public Services; John Finnell, Village Forester; Dan Hopkins, Village Horticulturist.

**Approval of Minutes – January 24, 2012**

The EPS Committee reviewed the minutes from the January 24, 2012 meeting. Chairman LaPlaca provided comments from Trustee Geoga and herself. Trustee Saigh motioned for approval of the revised January 24, 2012 minutes. Trustee Haarlow seconded. The motion passed unanimously.

**Proposed Parkway Tree Removal (105 N. Vine Street).** Chairman LaPlaca introduced this agenda item. Mr. Finnell addressed the current condition of the tree(s) in the immediate area. The property owner, Mr. Karczewski addressed the committee and responded to their questions. After some discussion, it was the committee's consensus that several factors mitigated in favor of removing the tree. First, the tree in question was within 15-feet of other parkway trees – a distance that is below the recommended spacing for parkway trees. Secondly, Mr. Karczewski agreed to provide replacement trees equal to half the trunk diameter of the tree to be removed in the form of trees three (3) inches in diameter or less. In this case, a 24-inch diameter tree would be removed. Mr. Karczewski would fund four three (3) inch diameter trees (12-inches total) to be planted by the Village at a location on public property to be determined by the Village. Committee directed staff to develop a parkway tree removal request policy.

**To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 228 East Fuller Road at a Purchase Price of \$45,000.** Chairman LaPlaca introduced this agenda item. Mr. Pasquinelli addressed the committee concerning his intent to acquire the eastern half of the alley, demolish the existing home and build a new home on the wider lot. The committee asked questions of Mr. Pasquinelli and Mr. Deeter. Chairman LaPlaca stated that the

staff would work with Mr. Pasquinelli to maximize the area available to Mr. Pasquinelli while providing sufficient drainage and utility easement to provide sufficient access and storm water management. Trustee Saigh motioned to approve. Trustee Haarlow seconded. The motion passed unanimously.

**IPM Annual Report.** Chairman LaPlaca introduced this agenda item. Mr. Hopkins presented the Integrated Pest Management (IPM) Annual Compliance Report to the committee. Some of the issues addressed in the report included:

- a. Turf Maintenance
  - i. The Village's efforts to reduce or eliminate the need for chemical pesticides.
  - ii. A discussion to add more pesticide free parks.
- b. BD Landscape Beds
  - i. Cost savings: 2007 \$107,000 vs. 2011 \$17,000.
- c. Sustainable Landscaping
  - i. Perennial plants that save time, money, and resources.
- d. Prairie Maintenance
  - i. Prairie burns
- e. Tree Preservation
  - i. EAB and DED
  - ii. 90 new trees planted in 2011.

Ms. Ruta Jensen addressed the committee. She discussed the need for more wood chips to be added to areas to reduce weeds, poor turf areas in Katherine Legge Memorial Park, and asked the committee to allow staff the time and resources to continue to improve the execution of the IPM program. Trustee Saigh motioned to accept the IPM Annual Report. Trustee Haarlow seconded. The motion passed unanimously.

#### **Public Services Monthly Report**

Mr. Franco updated the committee on the status of the Public Service Department. Mr. Franco and Mr. Scott discussed the status of the Burlington Park wall. The committee discussed ideas to preserve the wall. Mr. Scott will continue to investigate opportunities to repair, replace, or reconstruct the wall.

**Emerald Ash Borer-Treatment Options (Discussion Item).** Chairman LaPlaca introduced this agenda item. Mr. Finnell updated the committee on status of the emerald ash borer (EAB) infestation in Hinsdale and the Village's treatment options. Due to the heavy infestation of EAB observed this winter, many ash trees are in poor health and are not considered viable candidates for treatment. The committee discussed the treatment options and agreed that staff should increase funding for treatment of trees on public property to \$20,000. The committee suggested that the large trees on Garfield, south of 55<sup>th</sup> should be treated with a trunk injection. The rest of the ash trees in the pilot project should be treated with a soil injection. Staff will return update the committee on these changes at the next meeting.

**Decorative Street Lamp Options for LED Conversion (Discussion Item).**

Chairman LaPlaca introduced this agenda item. Mr. Franco provided additional information. Mr. Dale Kleber addressed the committee concerning the benefits of changing to LED bulbs. The committee has directed staff to look for an area to conduct a pilot program.

**Mosquito Abatement Services (Discussion Item).** Chairman LaPlaca introduced this agenda item. Mr. Franco provided additional information. There are several options to provide services by Clark Mosquito Company. Staff was directed to develop yearly renewable contract for the next three years.

**Engineering Monthly Report**

Mr. Deeter updated committee on the status of Veeck Park restoration, Oak Street Bridge replacement, 2011 Resurfacing Project, the Chestnut Street Project, 2012 Resurfacing and Reconstruction Projects, and the 2013 Resurfacing and Reconstruction Projects.

**To Award the Extension of Contract #1380 Between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Residential Solid Waste, Landscape Waste and Recyclable Materials for Three Years (3) with Revised Pricing to Commence on May 1, 2012.** Chairman LaPlaca introduced this agenda item. Mr. Franco provided further information and answered trustees' questions. Trustee Saigh motioned to approve. Trustee Haarlow seconded. The motion passed unanimously.

Chairman LaPlaca reminded everyone that the March EPS meeting has been changed from Monday, March 12 to Tuesday, March 13.

**Adjournment**

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 9:55 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-FEB. 2012  
**Date:** 3/2/12

The Public Service Department dispatched snow and ice crews 7 times during February, plowing snow/ice and spreading 211.5 tons of rock salt, 400 gallons of liquid calcium chloride on Village roadways with another 3 tons of urea and rock salt used on village sidewalks, ramps, and stairs. The cost for chemicals used was \$15,824.43 for rock salt, \$1003.55 for bagged material, and \$252.00 for liquid calcium chloride for a total monthly chemical cost of \$17,079.98. These crews have logged approximately 144.5 overtime hours and 71 regular hours to combat the weather conditions. The sidewalks in the Business District have been shoveled one time during the month for a cost of \$675.00. A comparison of time and materials related to snow and ice operations from this year to last year (through February 29th) is as follows:

	<u><b>FY 2011-12</b></u>	<u><b>FY 2010-11</b></u>
Crews Dispatched	19	44
Regular hours	289	1,402
Overtime hours	604.5	1,576.5
Salt	644.5 tons	1,008.5 tons
Sand	77 tons	428.5 tons
Bagged Material	8.85 tons	4.95 tons
Liquid Calcium	1,800/gal	3,100/gal
<b>Estimated Chemical Cost</b>	<b>\$55,934.29</b>	<b>\$86,835.99</b>



All snow and ice removal equipment has been inspected and repaired after every snow event, and is considered to be in good working order. Public Service crews also responded to and repaired 3 water main breaks during the month of February. The dates, locations, and pipe sizes of the water main breaks are as follows:

- 2/2/12 924 S. Thurlow St. 6 inch cast iron main
- 2/20/12 Sixth St. and Elm St. 4 inch cast iron main
- 2/21/12 County Line Rd. (south of 57<sup>th</sup> St) 6 inch cast iron main

The Public Service Department has been involved with other projects, which include:

- The continuation of the small tree pruning program, with Village crews pruning 924 trees with a diameter of 15 inches or less.
- The replacement of 107 water meters throughout the Village.
- The cleaning of 30 basin structures throughout the Village focusing on flood prone areas.
- The preparation of the Charleston Road and Jackson Street prairie areas for the prescribed prairie burn which should be completed in early to mid March dependant upon weather.
- The removal of woody debris along Bonnie Brae and North Washington Street.
- Public Services staff has reviewed and commented on four tree preservation plans submitted for building/demolition permits.
- The repair of 8 decorative light poles in the Business District, 3 decorative light poles on County Line between Walnut and Hillgrove and 1 decorative light pole at KLM which included bulb, ballast, and/or photoeye replacement.

- The replacement of 32 light bulbs at the KLM paddle tennis courts.
- The continuation of monitoring and filling pot holes on roadways and alleyways throughout the Village. During February, crews utilized 13 tons of cold mix and 36 tons of gravel.

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

**PUBLIC SERVICE MONTHLY REPORT FOR FEB. 2012.00**

**ROADWAY**

37.00 SIGNS  
3.00 POSTS  
2.00 SIGNS REPAIRED  
13.00 TONS OF COLD MIX USED FOR POTHOLES  
0.00 TONS OF HOT MIX  
36.00 TONS OF GRAVEL FOR ALLEYS ACT,  
0.00 WHITE PAINT  
0.00 YELLOW PAINT  
66.00 MAN HOURS BASIN TOP CLEANING  
42.50 MAN HOURS ALLEY GRADING  
0.00 MAN HOURS ALLEY TRIMMING  
0.00 YARD OF CONCRETE

**SNOW / ICE**

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

**TREE MAINT**

448.00 TREES TRIMMED BY VILLAGE STAFF  
6.00 TREES REMOVED BY VILLAGE STAFF  
0.00 ELM TREES DETECTED BY STAFF Pub.. Private  
0.00 ELM TREES REMOVED BY STAFF  
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS  
0.00 TREE STUMPS REMOVED BY STAFF  
0.00 TREES PLANTED BY STAFF  
540.00 TREES TRIMMED BY CONTRACTOR( to date)  
0.00 NON ELMS REMOVED BY CONTRACTOR  
0.00 ELMS REMOVED BY CONTRACTOR  
1.00 ASH TREES REMOVED DUE TO EAB 18 Total since 2/11

**EQUIP MAINT**

7.00 SCHEDULED MAINT  
32.00 UNSCHEDULED REPAIRS

**WATER OPERATIONS**

56461.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM  
60698.00 PUMPED IN FEBRUARY 2011  
30.00 FEET OF SEWER LINES CLEANED  
0.00 FEET OF SEWER LINE TELEVISED  
3.00 SEWER BACKUP INVESTIGATIONS  
1.00 BASINS REPAIRED  
0.00 BASINS REBUILT  
30.00 BASINS CLEAN FROM DEBRIS INSIDE  
109.00 METER READINGS  
107.00 WATER METERS REPAIRED  
107.00 WATER METERS INSTALLED

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

#### **PARKS MAINTENANCE**

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick-up, cleaning of the restrooms. Repairs have begun at the Veeck Park skate park which is scheduled to open in April. Crews are completeing preventative maintenance on all small engine equipment to ensure proper operation for the upcoming season. Staff has prepped the areas of Charleston Road and Jackson Street for the prescribed prarie burns.

#### **BUILDING MAINTENANCE**

Building maintenance crews have been monitoring and servicing heating systems in Village owned buildings, making repairs as needed. Crews have completed service calls for the heat unit in the pool filter house, heat unit at the water plant, replacement of three exit light fixtures at the Fire Department, repair to the boiler at Village Hall, repair to a broken window at the Burns Field tennis shed as well as having windows installed at the Burns Fieldhouse, and ran new electrical circuits to the the kitchen at the Fire House.

[illegible][illegible]

**VILLAGE OF HINSDALE - IL 0434520**

**MONTHLY REPORT**

**Month: February, 2012**

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL <sub>2</sub> Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H <sub>2</sub> O Temp Average		
1	1928	0.89	0.02	1.07	40	40	0.00
2	1925	0.87	0.02	1.05	40	42	0.00
3	1903	0.89	0.02	1.09	40	40	0.00
4	1880	0.83	0.02	1.10	40	36	0.00
5	1862				40		0.00
6	1970	0.83	0.02	1.09	40	40	0.00
7	1896	0.77	0.03	1.12	40	35	0.00
8	2000	0.79	0.02	1.11	40	40	0.00
9	1930	0.88	0.02	1.09	39	35	0.00
10	1914	0.89	0.01	1.11	39	34	0.00
11	1935	0.90	0.03	1.09	39	22	0.00
12	2029				39		0.00
13	2218	0.87	0.03	1.06	39	31	0.00
14	2056	0.87	0.03	1.04	39	33	0.00
15	1936	0.86	0.03	1.07	39	40	0.00
16	1964	0.95	0.03	1.11	39	43	0.00
17	1930	0.86	0.03	1.03	39	44	0.00
18	1803	0.89	0.03	1.06	39	40	0.00
19	1802				39		0.00
20	1914	0.84	0.03	1.01	39	44	0.00
21	2308	0.86	0.03	1.06	39	40	0.00
22	2056	0.87	0.03	1.08	39	45	0.00
23	1931	0.88	0.03	1.07	39	38	0.00
24	1891	0.84	0.02	1.05	39	33	0.00
25	1902	0.86	0.02	1.07	39	31	0.00
26	1867				39		0.00
27	1873	0.86	0.01	1.07	39	40	0.00
28	1962	0.85	0.03	1.14	39	41	0.00
29	1876	0.76	0.01	1.11	39	50	0.00
<b>Sum:</b>	<b>56461</b>						<b>0.00</b>
<b>Avg:</b>	<b>1947</b>	<b>0.86</b>	<b>0.02</b>	<b>1.08</b>	<b>39</b>	<b>38</b>	<b>0.00</b>
<b>Max:</b>	<b>2308</b>	<b>0.95</b>	<b>0.03</b>	<b>1.14</b>	<b>40</b>	<b>50</b>	<b>0.00</b>
<b>Min:</b>	<b>1802</b>	<b>0.76</b>	<b>0.01</b>	<b>1.01</b>	<b>39</b>	<b>22</b>	<b>0.00</b>

Reported By: Mark Pelchowski

# VILLAGE OF HINSDALE, PLANT REPORT

Month: February, 2012

Day	Flow			— $Cl_2$ Residual —		Turbidity Average (NTU)	Fluoride Average (ppm)	$H_2O$ Temp Average (°F)	Air Temp Average (°F)	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)	Lab (ppm)					
1	1928	0	1928	0.79	0.89	0.02	1.07	40	40	0.00
2	1925	0	1925	0.80	0.87	0.02	1.05	40	42	0.00
3	1903	0	1903	0.85	0.89	0.02	1.09	40	40	0.00
4	1880	0	1880	0.82	0.83	0.02	1.10	40	36	0.00
5	1862	0	1862	0.83				40		0.00
6	1970	0	1970	0.85	0.83	0.02	1.09	40	40	0.00
7	1896	0	1896	0.83	0.77	0.03	1.12	40	35	0.00
8	2000	0	2000	0.84	0.79	0.02	1.11	40	40	0.00
9	1930	0	1930	0.85	0.88	0.02	1.09	39	35	0.00
10	1914	0	1914	0.86	0.89	0.01	1.11	39	34	0.00
11	1935	0	1935	0.86	0.90	0.03	1.09	39	22	0.00
12	2029	0	2029	0.86				39		0.00
13	2218	0	2218	0.89	0.87	0.03	1.06	39	31	0.00
14	2056	0	2056	0.84	0.87	0.03	1.04	39	33	0.00
15	1936	0	1936	0.83	0.86	0.03	1.07	39	40	0.00
16	1964	0	1964	0.82	0.95	0.03	1.11	39	43	0.00
17	1930	0	1930	0.78	0.86	0.03	1.03	39	44	0.00
18	1803	0	1803	0.78	0.89	0.03	1.06	39	40	0.00
19	1802	0	1802	0.78				39		0.00
20	1914	0	1914	0.74	0.84	0.03	1.01	39	44	0.00
21	2308	0	2308	0.75	0.86	0.03	1.06	39	40	0.00
22	2056	0	2056	0.76	0.87	0.03	1.08	39	45	0.00
23	1931	0	1931	0.79	0.88	0.03	1.07	39	38	0.00
24	1891	0	1891	0.76	0.84	0.02	1.05	39	33	0.00
25	1902	0	1902	0.76	0.86	0.02	1.07	39	31	0.00
26	1867	0	1867	0.78				39		0.00
27	1873	0	1873	0.75	0.86	0.01	1.07	39	40	0.00
28	1962	0	1962	0.74	0.85	0.03	1.14	39	41	0.00
29	1876	0	1876	0.76	0.76	0.01	1.11	39	50	0.00
Sum:	56461	0	56461							0.00
Avg:	1947	0	1947	0.81	0.86	0.02	1.08	39	38	0.00
Max:	2308	0	2308	0.89	0.95	0.03	1.14	40	50	0.00
Min:	1802	0	1802	0.74	0.76	0.01	1.01	39	22	0.00

# VILLAGE OF HINSDALE, PLANT REPORT

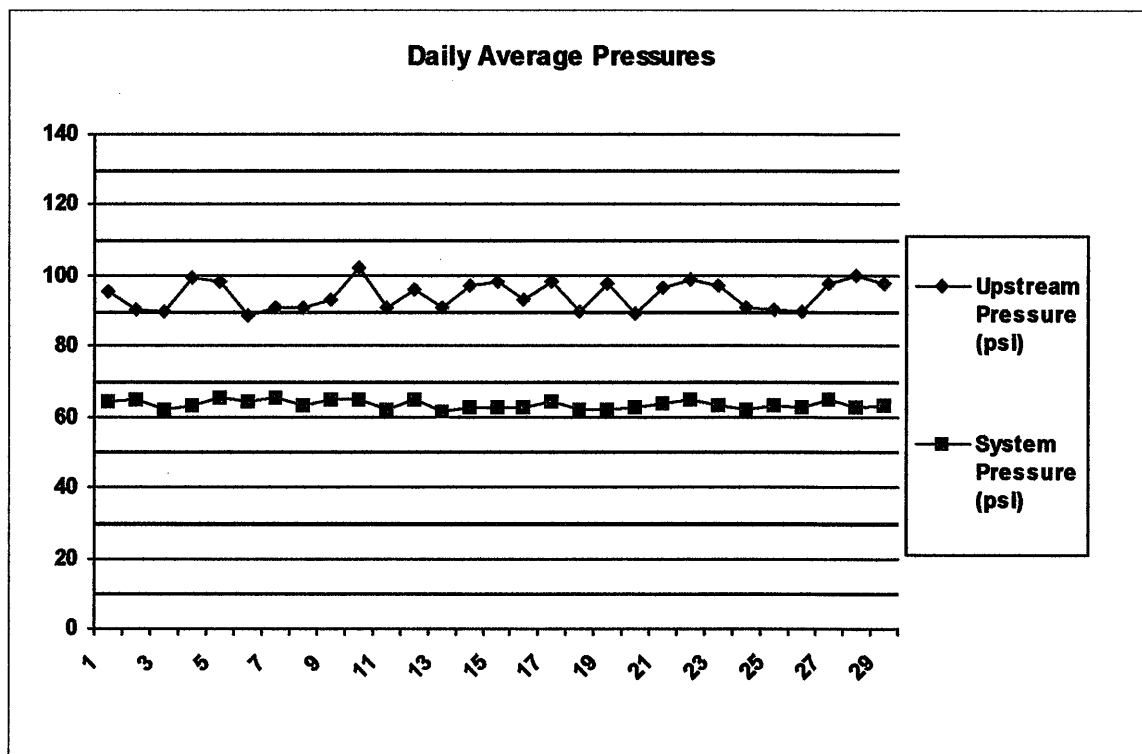
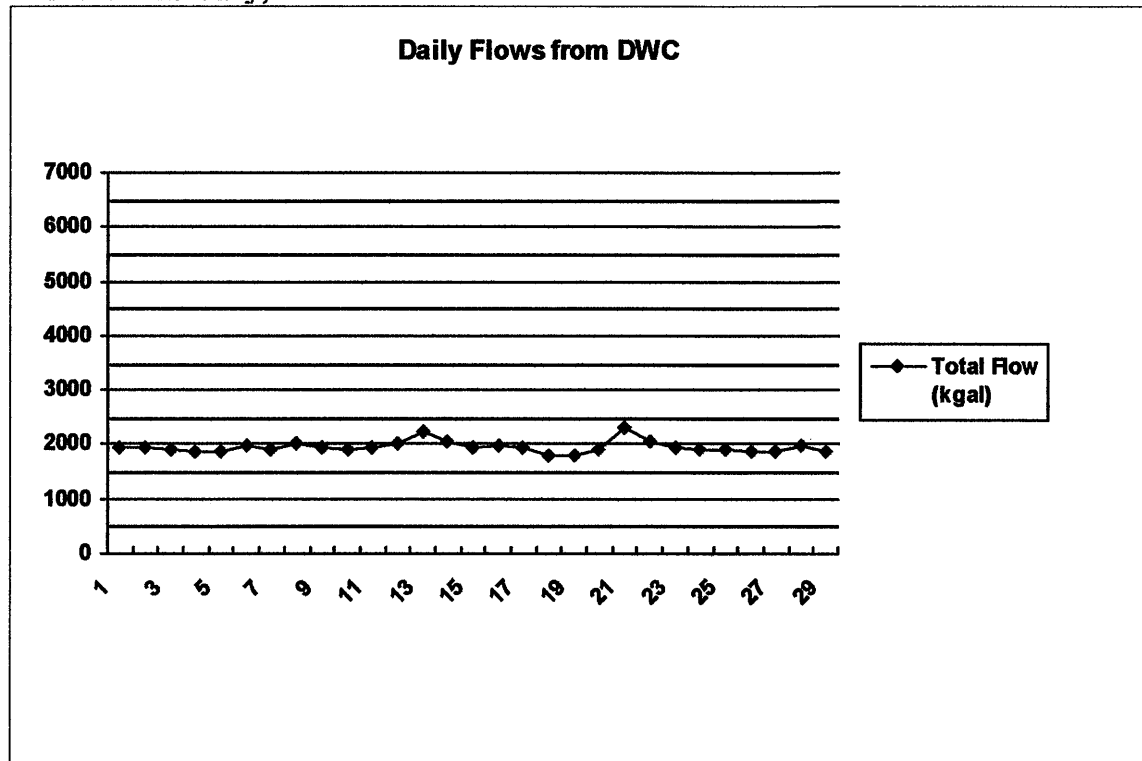
Month: February, 2012

Day	Flow		Tank Levels		Pressures		Pump Run Times		
	Total (kgal)	Standpipe (ft)	Cleanwell (ft)	GSR (ft)	Upstream (psi)	System (psi)	HSP1 (hr)	HSP2 (hr)	HSP3 (hr)
1	1928	90.8	9.3	16.5	92.8	63.8	0.0	0.0	4.8
2	1925	90.6	9.2	16.3	94.5	63.8	0.0	0.0	5.2
3	1903	91.4	9.1	16.3	92.7	64.0	0.0	0.0	5.1
4	1880	91.0	9.3	16.5	94.0	63.9	0.0	0.0	4.7
5	1862	91.2	9.4	16.6	94.1	63.9	0.0	0.0	4.8
6	1970	90.7	9.3	16.4	93.0	63.8	0.0	0.0	4.7
7	1896	90.7	9.1	16.2	94.8	63.7	0.0	0.0	5.0
8	2000	91.0	9.3	16.4	92.7	64.0	0.0	0.0	4.4
9	1930	91.1	9.4	16.5	92.7	63.9	0.0	0.0	4.5
10	1914	91.2	9.3	16.4	94.0	64.0	0.0	0.0	4.5
11	1935	91.0	9.3	16.4	93.8	63.9	0.0	0.0	5.1
12	2029	90.6	9.2	16.3	93.3	63.8	0.0	0.0	5.0
13	2218	90.8	9.2	16.3	93.6	63.9	0.0	0.0	5.0
14	2056	90.9	9.4	16.5	92.4	63.9	0.0	0.0	4.6
15	1936	90.9	9.4	16.5	93.3	63.9	0.0	0.0	5.0
16	1964	90.8	9.4	16.5	94.1	63.9	0.0	0.0	4.8
17	1930	91.1	9.4	16.6	92.9	63.9	0.0	0.0	4.3
18	1803	91.4	9.5	16.6	94.5	64.1	0.0	0.0	4.9
19	1802	91.5	9.6	16.8	93.5	64.1	0.0	0.0	4.2
20	1914	91.2	9.4	16.5	94.2	64.0	0.0	0.0	4.7
21	2308	89.7	9.1	16.2	91.7	64.4	0.0	0.0	7.0
22	2056	90.8	8.6	15.6	93.2	63.8	0.0	0.0	2.8
23	1931	90.8	9.2	16.3	93.7	63.8	0.0	0.0	4.6
24	1891	91.2	9.5	16.6	94.2	63.9	0.0	0.0	4.5
25	1902	91.2	9.4	16.6	93.2	64.0	0.0	0.0	4.9
26	1867	91.4	9.5	16.6	93.5	64.1	0.0	0.0	4.4
27	1873	90.6	9.4	16.6	93.5	63.7	0.0	0.0	4.7
28	1962	91.0	9.3	16.4	93.6	63.9	0.0	0.0	4.4
29	1876	90.8	9.5	16.6	92.6	63.7	0.0	0.0	4.4
<hr/>									
Sum:	56461						0.0	0.0	137.0
Avg:	1947	90.9	9.3	16.4	93.5	63.9	0.0	0.0	4.7
Max:	2308	91.5	9.6	16.8	94.8	64.4	0.0	0.0	7.0
Min:	1802	89.7	8.6	15.6	91.7	63.7	0.0	0.0	2.8



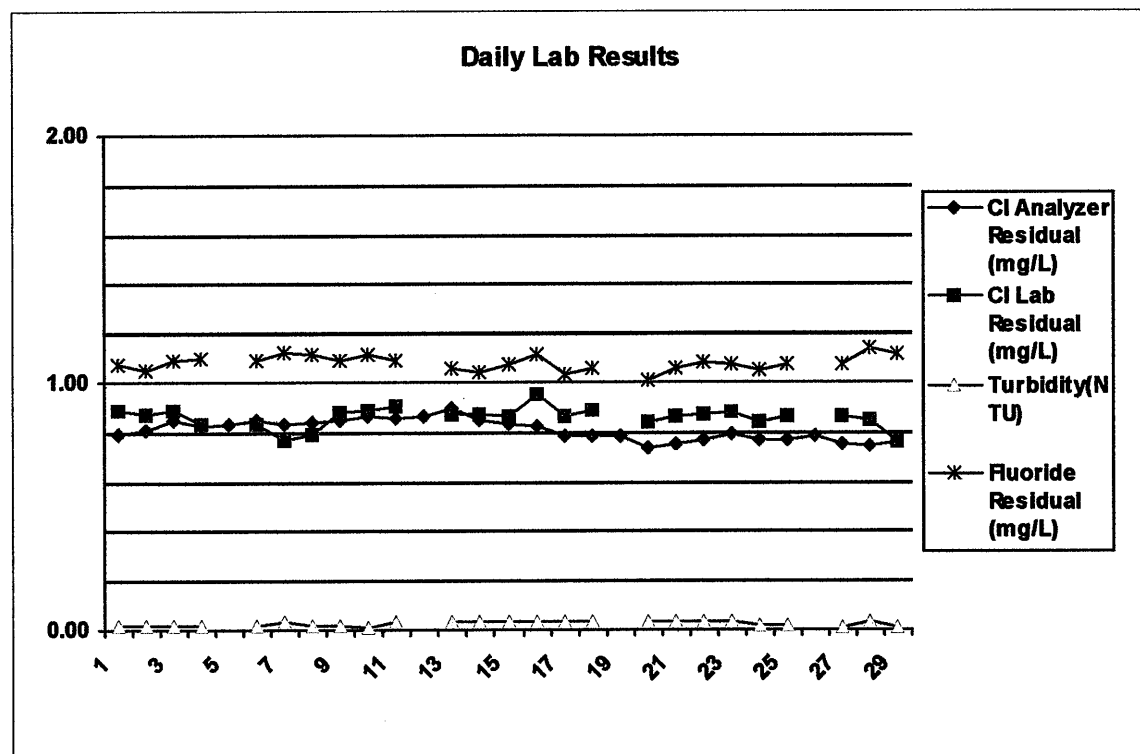
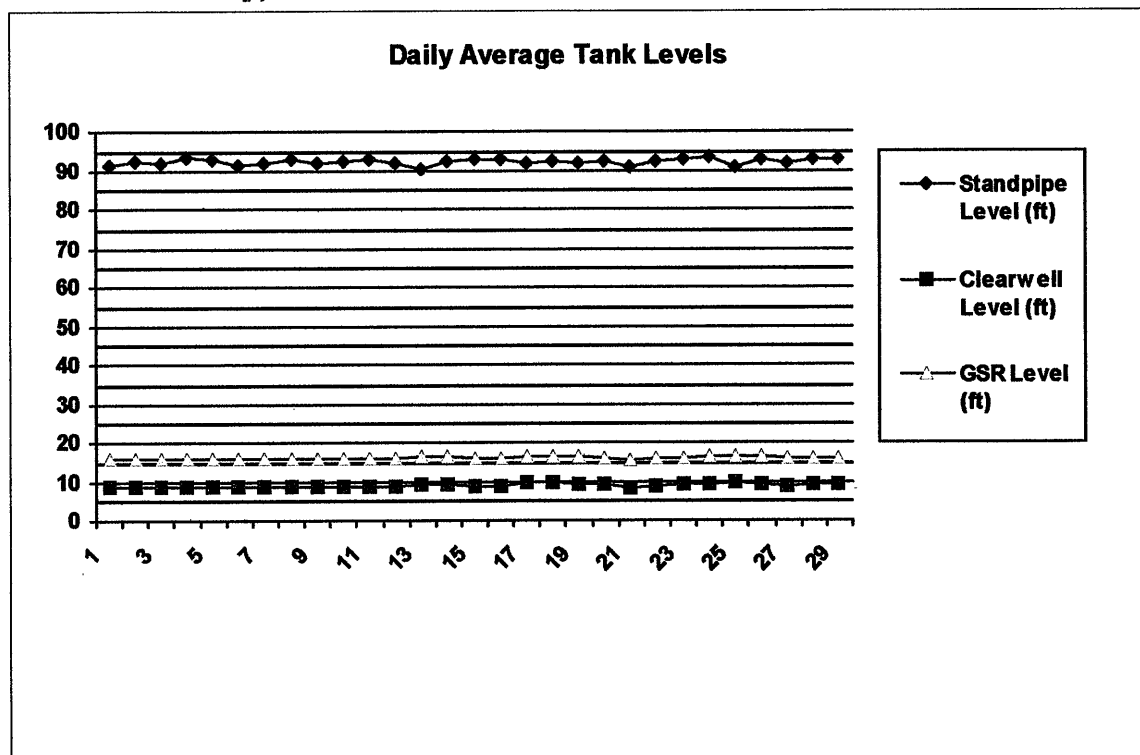
## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: February, 2012



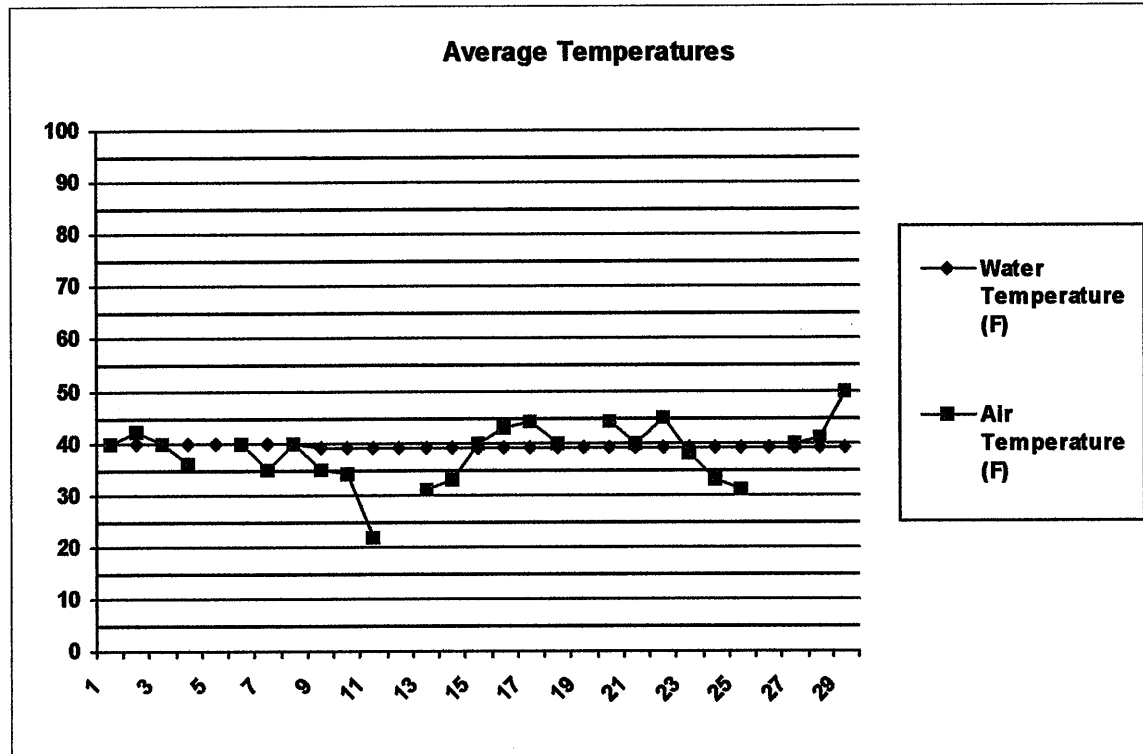
## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: February, 2012



## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: February, 2012



## MONTHLY REPORT FOR February, 2012

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>22</u>
# of field turbidities	<u>22</u>
# of lab chlorine	<u>25</u>
# of lab turbidities	<u>25</u>
# of lab pH	<u>25</u>
# of lab fluoride	<u>25</u>
# of precipitation readings	<u>0</u>
# of temperature readings(air)	<u>25</u>
# of temperature readings(water)	<u>29</u>
# of DBP samples	<u>4</u>
# of Pumps serviced	<u>7</u>
# of Special Well Samples	<u>0</u>

# High Service and Well Pump Maintenance

February 2012

## **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, ran for Bacteria Testing

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

Well #10 Pump Motor- Well is without electrical service.

---

---

## MEMORANDUM

---

---

**TO:** CHAIRMAN LA PLACA AND THE EPS COMMITTEE  
**FROM:** GEORGE FRANCO  
**SUBJECT:** DECORATIVE STREET LAMP PILOT PROGRAM  
**Date:** 3/5/2012

Per direction from Committee, Public Services staff would like to begin a small pilot program for decorative street lamp LED conversion within the Central Business District. The target location for this program would be South Washington Street between Hinsdale Avenue and First Street. There are seven decorative street lamps on this stretch of Washington Street.

Due to proposed budgeting, staff has inventoried these light poles and lamp fixtures. The poles on this block are considered in "good" condition. The decorative lamp fixtures are considered in "fair" condition. Possible options for converting these seven poles include:

1. Leaving the current lamps in and changing to an LED bulb.  
(Approximately \$300 per bulb--\$2,100 for the seven)
2. Purchasing new decorative lamp heads and placing an LED bulb in the fixture. (Approximately \$1,050 per lamp head and \$300 per LED bulb--\$9,450.00 for the seven)
3. Purchasing a complete LED decorative lamp fixture.  
(Approximately \$1,300 to \$1,600 per lamp--\$9,100 to \$11,200 for the seven)

This program would not begin until after May. With the proposed budget of \$15,000 for FY 2012-13 for decorative street lighting, staff would like to utilize the LED bulbs for this program. This would allow for pole replacement funds as needed. If Committee concurs, staff will prepare to begin this program after May 1, 2012.

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

---

---

## MEMORANDUM

---

---

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE  
FROM: GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES  
SUBJECT: EMERALD ASH BORER – TREATMENT OPTIONS  
DATE: MARCH 5, 2012

---

Per direction from committee staff has been compiling a list of public ash trees to be treated this fiscal year and next at the funding level discussed during the February meeting. The goal is to treat these trees with insecticide to slow the rate of decline due to emerald ash borer and forestall the need for tree removal. However, with treatment costs and ash tree species populations within the Village, long term treatment of the entire ash population is not a viable monetary option, nor does the Village arboricultural staff believe it is a good long term solution to providing a healthy and viable Village forest. The Village will continue to provide guaranteed treatment options and prices available to residents for their ash trees that are accessible on the Village web-page.

There are several factors weighed in determining if a tree is viable for this pilot project:

1. Population density: The percentage of ash trees on a given block. Staff is hoping to treat trees in areas where, due to the amount of ash trees and lack of other species, the loss of ash trees would cause a significant downward alteration in the streetscape. Unfortunately, many of these areas have already been heavily infested and do not have many remaining trees in a viable condition for treatment. Priority was given to ash trees in these areas
2. Tree Condition: The Village's grant sponsored tree inventory identified approximately 1/3 of the ash population or 556 ash trees in fair or poor condition; these trees are in poor health or are structurally weak and are not considered viable candidates for treatment. 103 trees in excellent condition will be targeted for treatment.
3. Tree Condition: The grant identified 891 ash trees in good condition. Staff is identifying ash trees in areas with high population density and in good condition to treat and then dispersing the remaining funds to treat trees as even as possible throughout the Village.

Again, there are only a few brief years left in this species' viability, and due to our recent discoveries within the Village, we are losing fair numbers of them already. Residents beginning to prepare now both emotionally and monetarily for the loss of these specimens would make good sense.

The following is a list of trees to be considered for this pilot project:

PRIOR TO MAY 1, 2012	TOTAL INCHES	\$/INCH	COST
103 Trees rated excellent located throughout the Village	1,073	\$2.50	\$2,682.50
Selected Village Trees in Good Condition throughout the Village	2,127	\$2.50	\$5,317.50
<u>COST</u>			\$8,000.00
POST MAY 1, 2012			
Garfield Street from 55 <sup>th</sup> to 59 <sup>th</sup> (29 of 47 ash trees)	910	\$9.00	\$9,127.50
<u>TOTAL COST</u>			\$17,127.50

This total cost uses the chemical product "Xytect" in a soil injection at the base of the tree for selected trees in excellent and good condition. There would be minimal exposure due to the fact that the product would be injected below grade. Xytect has been found to be effective in reducing EAB populations in infested trees in several recent scientific studies. The ash trees south of 55<sup>th</sup> Street on Garfield Street would be treated through trunk injections with the chemical product "TREE-age". These are large diameter trees. In some studies, trunk injection of larger trees has shown increased efficacy. This method is more expensive (\$9.00 per inch), but is labeled as two year control. Trees identified in this program that are treated by soil injection, could be completed by May 1, 2012, weather dependent. Trees treated by trunk injection would need to be delayed into the next fiscal year.

Staff will review tree condition on an as needed basis to ensure only trees in viable condition are treated and will adjust treatment selections if tree condition deteriorates.

Staff welcomes additional input, comments, and or questions from Committee regarding this pilot program. Due to the need to secure pricing and develop a work plan, staff is respectfully requesting direction from Committee regarding this item.



## MEMORANDUM

**TO:** Chairman LaPlaca and Dave Cook  
**FROM:** Dan Deeter  
**DATE:** March 13, 2012  
**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, three Engineering employees performed 94 site inspections for the month of January. The following capital improvement projects and engineering studies are underway.

### **Veeck Park Wet Weather Facility**

Work by Twin Oaks Landscaping has halted during the winter months. Additional bio-solids placement, final landscaping, and sod placement will be conducted in Spring 2012. The Parks Department will monitor the grass growth through 2012 to open the fields for play as soon as possible.

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

#### February 2012 Activities

- Wang Engineering coordinates boring locations for soil borings.
- CDI submits cost-to-complete summary to Village of Hinsdale.
- Continued roadway and intersection improvement concept designs.

#### March 2012 Proposed Activities

- Wang Engineering conducts soil borings at north and south end of bridge.
- Perform additional traffic count.
- Conduct survey of completed improvements at Adventist Hinsdale Hospital and at Chicago & County Line Road intersection
- Continue development of roadway and intersection improvement concept designs.

### **Chestnut Street Sewer Separation Project**

#### February 2012 Activities

- CDI confirmed phase 1 quantities with Martam Construction
- Conducted 2012 pre-construction meeting.
- Public Utilities (notably Nicor) began utility relocations for Phases 2 - 4

#### 2012 Proposed Activities

- |   |              |
|---|--------------|
| • Begin Phase 2 – 4 improvements (west of Monroe) | 03/19/12     |
| • Begin Phase 1 final improvements                | 03/19/12     |
| • Phase 1 surface course paving                   | mid-Apr 2012 |
| • Completion of Phase 1 final improvements        | EOM Apr 2012 |

## **Other Engineering Activities**

### **Woodlands Green Infrastructure Improvements**

- |   |              |
|---|--------------|
| ▪ HR Green 60% phase 1 plan review with residents | 02/16/12     |
| ▪ IEPA permit application submittal               | January 2012 |
| ▪ Village review of 90% plan set                  | March 2012   |
| ▪ Bidding/Award of Construction Contract          | May 2012     |
| ▪ Construction Starts                             | June 2012    |

### **2012 Resurfacing**

- |  |                  |
|--|------------------|
| • Develop 90% design and bidding documents | January 2012     |
| • Plans sent to IEPA & IDOT for permitting | February 2012    |
| • Bidding                                  | March/April 2012 |
| • Award Construction Contract              | April 2012       |
| • Construction Starts                      | May 2012         |

### **2012 Reconstruction (N. Washington/N. Grant Street)**

- |  |                     |
|--|---------------------|
| • Final bid documents                            | January 2012        |
| • IEPA permitted plans                           | February 2012       |
| • Construction Observation Request for Proposals | February 2012       |
| • Bidding  | February/March 2012 |
| • Award Construction Contract/Notice to Proceed  | March 2012          |
| • Construction Starts                            | April 2012          |

### **2013 Resurfacing and 2013 Reconstruction (W. Fourth Street Improvements)**

- |   |                                 |
|---|---------------------------------|
| • Staff sent Request for Proposals for engineering services | February/March 2012             |
| • Consultants develop proposals                             | March 2012                      |
| • Proposal opening and award of design engineering          | March/April 2012                |
| • Design Engineering & Permitting                           | April – December 2012           |
| • Bidding   | January 2013                    |
| • Bid and Construction Observation Services Awarded         | February 2013                   |
| • Construction Starts                                       | April 2013 (weather permitting) |

## **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

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

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of water or water equivalent)
02/01/12	0.05		2.70	
02/02/12	0.01		3.32	
02/03/12	0.02		2.63	
02/04/12	0.00		1.85	
02/05/12	0.02		2.01	
02/06/12	0.00		2.67	
02/07/12	0.01		1.91	0.01
02/08/12	0.03		2.71	
02/09/12	0.00		3.22	
02/10/12	0.00		2.23	0.19
02/11/12	0.00		2.80	
02/12/12	0.00		3.24	
02/13/12	0.00		3.42	0.03
02/14/12	0.03		2.52	
02/15/12	0.09		2.03	0.16
02/16/12	0.01		2.48	0.02
02/17/12	0.01		2.06	
02/18/12	0.00		2.22	
02/19/12	0.00		2.39	
02/20/12	0.01		2.30	
02/21/12	0.00		2.00	0.06
02/22/12	0.01		2.53	0.01
02/23/12	0.02		2.44	0.33
02/24/12	0.00		2.48	0.54
02/25/12	0.00		2.73	
02/26/12	0.01		2.97	
02/27/12	0.00		3.28	
02/28/12	0.01		2.64	0.11
02/29/12	0.09		2.23	0.18

Total Precipitation in February

1.64

Departure from Normal:

-0.14

**Notes:**

1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging them.
2. Village rain gage is not operated through the winter months.
3. Rain data from NOAA, Chicago, O'Hare

**Village of Hinsdale**  
**Grant Funds Awarded in 2009 - 2012**


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
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing	Approved by DMMC 11/16/11 for FY 2017	\$311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing		\$203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing		\$293,442
DuPage Mayors & Managers	Surface Transportation Projects	Madison Resurfacing		\$317,765
Total				<u>\$24,190,021</u>

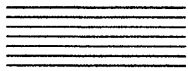
**Village of Hinsdale**  
**Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
IDOT	Federal Highway Bridge Grant	Oak Street Bridge Phases II & III	Committed to by IDOT	\$4,895,000
IEPA	Illinois Green Infrastructure Grant	Woodlands Phase 1	Submitted 12/12/11	\$750,000
Total				<u>\$5,645,000</u>

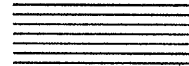
DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING DEPARTMENT</b> Community Development		
<b>SECTION NUMBER</b> EPS Committee		<b>APPROVAL</b> Dan Deeter Village Engineer		
<b>ITEM</b> Chestnut Street Construction - Request for Change to Daily Working Hours during Phases 2 – 4 (2012 Construction)				
<p>During the 09/11/11 EPS meeting, the committee approved a change to the daily start time from 8:00 AM to 7:00 AM during Phase 1. Martam Construction, Inc. is requesting that the project's daily start time is changed from 8:00 AM to 7:00 AM during Phases 2 - 4. The earlier start time will enable Martam to complete the project more rapidly. The streets included in Phase 2 – 4 include</p> <p>Chestnut Street from Monroe to Quincy Bodin Street from Chicago to Chestnut Bruner Street from Chicago to Chestnut Quincy Street from Chicago to Town Place</p> <p>The residents on these streets were informed of the pending construction in a Village letter dated February 21, 2012 (attached). This letter informed the residents of Martam's request for an 7:00 AM start time. It asked residents to contact the Village with their thoughts. Staff has not received any comments from residents at this time.</p> <p>Should the Committee concur with Martam Construction's request, the following motion would be appropriate.</p> <p><b>Motion: 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 2 - 4.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



March 2, 2012

Mr. Christopher J. Palmer, P.E.  
Clark Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

RE: Village of Hinsdale Proposed Street Improvements  
Chestnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Street.  
Work Hours

Dear Mr. Palmer:

We are requesting that the work hours be changed from 8:00am start time to 7:00am start time Monday through Friday. Due to the landfill hours of 6:30 to 3:00pm Martam Construction Inc. anticipate working till end of October completion date, therefore if the time change is granted the substantial completion date will change to end of August, and final completion date will be in end of September. The project will be completed (30) days ahead of schedule.

If you have any questions please feel free to contact me at (847) 815-4272.

Respectfully,

Emsi Oshana  
Project Manager



## **Village of Hinsdale** FOUNDED IN 1873

19 E. Chicago Ave  
Hinsdale, IL 60521-3489  
(630) 789-7000  
Village Website: <http://www.villageofhinsdale.org>

---

**February 21, 2012**

**RE: Chestnut Street Improvements**

### **CONSTRUCTION ACTIVITY NOTICE (Project Progress)**

**Activity Type: Contractor's request to begin daily operations at 7:00 AM**

Dear Resident and Business Owner,

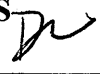
**Martam Construction** has scheduled the mobilization of their crews to begin Phase II on **March 19, 2012 (weather permitting)**. The first week of activity will consist of setting traffic control signage and delivery of equipment and materials. The continuation of the Chestnut St. storm sewer, west from Monroe, will be the first operation. Once this crew has installed sufficient sewer pipe, a second crew will follow to remove pavement and prepare the road base. More details, as they relate to specific side streets, will be released as the information becomes available. Final paving and parkway restoration for Phase I is tentatively scheduled for late April through early May.

As in Phase I, the contractor has requested permission to begin daily operations at 7 AM. The hour head start will allow the contractor to efficiently utilize the hours of operation for the construction debris facility. Similarly to last year's request, the Village is seeking resident feedback on this early start time, prior to making a final decision. Please forward your thoughts on this matter to Al Diaz so that staff may formally present to committee and the Village Board.

Thank you for your patience and cooperation. Please call the Village of Hinsdale Engineering Department at 630-789-7029, with any questions or concerns.

DATE: February 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> EPS Agenda		<b>ORIGINATING</b> <b>DEPARTMENT</b> Community Development		
<b>ITEM</b> Contract Change Order #3 Chestnut Street Improvements Martam Construction Inc.		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>Staff is recommending approval of the attached change order 3. These change order items have been coordinated through the Village manager as they were identified. The majority of this change order occurred during the completion of Phase 1. Including this change order, the project is currently 0.7% over the original contract/SRF loan value. The State Revolving Funds will fund as much as 10% over the original loan quantity.</p> <p><b>MOTION: To Approve a Resolution for the Chestnut Street Construction Contract Change Order Number 3 in the amount of \$17,355.82 to Martam Construction, Inc.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



## Change Order Field Record

[illegible]

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE CHESTNUT STREET  
CONSTRUCTION CONTRACT CHANGE ORDER  
NUMBER 3 IN THE AMOUNT OF \$17,355.82 TO  
MARTAM CONSTRUCTION, INC.**

**WHEREAS**, the Village of Hinsdale (the “Village”) and Martam Construction, Inc. (“Martam”) has entered into that certain Contract (the “Contract”) providing for the construction of the Chestnut Street Sewer Separation 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

**Exhibit A**  
**VILLAGE OF HINSDALE**  
**CHANGE ORDER**

Project: Chestnut Street Sewer Separation Project  
Location: Chestnut Street  
Contractor: Martam Construction, Inc.

Change Order No. 3  
Contract No. - N/A  
Date: 03-13-2012

I. A. Description of Changes Involved:

- 9. Revised connection to 96-inch diameter sewer.
- 10. Four inch water main replacement on Monroe & Chestnut.
- 11. Additional water valve at Thurlow & Chestnut.
- 12. Provide valve on service to 534 Chestnut.
- 13. Cut and cap existing 12" raw water main.
- 14. Repair of leak on existing water main.
- X. Substantial Completion Date advanced from 09/28/12 to 08/31/12  
Final Completion Date advanced from 10/26/12 to 09/26/12

B. Reason for Change:

- 9. Utility conflicts.
- 10. Replace old water main across trench.
- 11. Utility conflict with Level 3 duct.
- 12. Bringing water service up to Village standards.
- 13. Utility conflict.
- 14. Leak occurred on existing water main independent of construction.
- X. Improved productivity from moving daily start time from 8 AM to 7 AM

C. Revision in Contract Price: Total: Addition \$17,355.82

- 9. Deduction \$ 2,849.33
- 10. Addition \$13,423.50
- 11. Addition \$ 1,808.31
- 12. Addition \$ 775.79
- 13. Addition \$ 3,600.00
- 14. Addition \$ 597.55
- X. No price impact.

II. Adjustments in Contract Price:

1.	Original Contract Price	\$3,728,195.50
2.	Net (addition) ( <del>reduction</del> ) due to all previous Change Orders No. <u>2</u>	\$ 8,728.97
3.	Contract Price, not including this Change Order	\$3,736,924.47
4.	(Addition) ( <del>Reduction</del> ) to Contract Price due to this Change Order	\$ 17,355.82
5.	Contract Price including this Change Order	<u>\$3,754,280.29</u>

Accepted:

Contractor: Martam Construction, Inc.:

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Village of Hinsdale:

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## Authorization of Contract Change

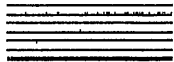
OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

AUTHORIZATION NO. 9

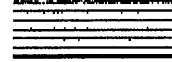
Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
FRC00900	EXPLORATORY EXCAVATION OF 24" SS	1541.99	DOLLAR	\$1.00	\$ 1,541.99	\$ -
X9100900	EXPLORATORY EXCAVATION FOR JUNC BOX	1	EACH	\$2,000.00	\$ 2,000.00	\$ -
X9100901	EXISTING STR 129	1	EACH	\$3,500.00	\$ 3,500.00	\$ -
X9100902	DISPOSE STR 129	1	EACH	\$500.00	\$ 500.00	\$ -
X9100903	NEW RD MH 8 DIA T23 F&G	1	EACH	\$8,300.00	\$ 8,300.00	\$ -
60228300	RD MH 8 DIA T23 F&G	-1	EACH	\$7,450.00	\$ -	\$ (7,450.00)
60500040	REMOV MANHOLES	1	EACH	\$300.00	\$ 300.00	\$ -
60500060	REMOV INLETS	1	EACH	\$100.00	\$ 100.00	\$ -
60247400	JUNC BOX NO 1	-1	EACH	\$28,000.00	\$ -	\$ (28,000.00)
FRC00901	BLIND CONNECTION/CONCRETE COLLAR	16358.68	DOLLAR	\$1.00	\$ 16,358.68	\$ -
TOTAL					\$ 32,600.67	\$ (35,450.00)
NET CHANGE						\$ (2,849.33)

### Description & Reason

During the installation of the 42" storm sewer, an unknown 24" storm sewer was discovered to be in conflict with the proposed 42" storm sewer and structure 129. In order to determine the exact location and depth of the 24" storm sewer, an exploratory excavation was performed. During the exploratory excavation, it was discovered that the 24" storm sewer made a blind connection directly into the 96" storm sewer. In addition, a Level 3 duct package was also encountered and discovered to be in conflict with the proposed 42" storm sewer. After some discussion, the proposed plan was to rebuild structure 129 to allow us to intercept the 24" storm sewer and clear underneath the duct package. Furthermore, it was decided that access to the 96" storm sewer can be achieved from structure 129, so the proposed junction chamber was eliminated. As a result, the 42" storm sewer was tied directly into the 96" storm sewer with a reinforced concrete collar.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



October 15, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:**

**Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: AUP-6, Additional Pricing Involving the Redesign of Structure 129 and  
Eliminating the Junction Chamber.**

Dear Mr. Palmer:

As you know, structure 129 was already made and delivered to the jobsite and by eliminating the junction chamber there are some new obstacles to overcome with a blind connections to the existing 96" pipe. The following are additional costs that will be incurred as a result of the unidentified 24" storm sewer that needs to be connected to structure 129 and your redesign:

- Preliminary exploratory done by Martam's storm sewer crew for identification and discovery of building the now eliminated junction chamber. (\$2000.00)
- Cost for existing structure 129 (\$3500.00)
- Cost for disposal of structure 129 (\$500.00)
- Cost for new RD MH 8' Dia Ty 23 F&G, 129A (\$8,300.00)
- Poured concrete collar with #4 rebar drilled every 3' (\$4,000.00)
- Cost for the blind connection of the 42" pipe into the existing 96" pipe (\$3,500.00)
- Cost for the blind connection of the 12" pipe into the existing 96" pipe (\$1,500.00)
- Bypass pumping/water control of 96" pipe for blind connection (\$5,000.00)

Structure 126 and its pipe are very close to the existing sanitary sewer. I believe that the pipes in proximity to the sanitary line should be plugged and the storm sewer manhole filled to avoid any additional problems.

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

**MEMO**  
**Revised 10/19/11 - CJP**

**To:** Chris Margewich – Martam Const.  
**From:** Christopher J. Palmer, P.E.  
**Date:** October 17, 2011  
**Subject:** AUP #6 - Redesign of Structure 129  
**Copies:** Dan Deeter – Village of Hinsdale  
Al Diaz – Village of Hinsdale  
Chris Gheysen – CDI  
Shawon Carlstrom - CDI

---

Review of AUP#6 for the redesign of Structure 129 and connection into Junction Chamber  
Submitted by Martam on 10/16/11.

- CDI has reviewed this claim and will approve the claim as amended based on the following:
  1. Prelim Exploratory Excavation done by Martam's Storm sewer crew for identification and discovery of building the now eliminated junction chamber. - \$2,000.00  
*Provide Backup Data in accordance with 109.04 APPROVED*
  2. Cost of existing structure 129 - \$3,500.00  
*Provide Backup Data in accordance with 109.04 APPROVED*
  3. Cost of Disposal of structure 129 - \$500.00  
*Provide Backup Data in accordance with 109.04 APPROVED*
  4. Cost of New RD MH 8' Dia Ty 23 F/G, 129A - \$8,300.00  
*Provide a shop drawing of the new MH. Provide Backup Data in accordance with 109.04 AND cost will be balanced against a credit for 1 Ea of Item 60228300 - (\$7,450.00)*
  5. Poured Concrete collar with #4 rebar drilled every 3' - \$4,000.00  
*CDI to provide a shop drawing of collar, Provide Backup Data in accordance with 109.04 Force Account*
  6. Cost of blind connection of the 42" pipe into existing 96" pipe. - \$3,500.00  
*Additional clarification needed. This cost is in ADDITION to the concrete collar? What work is performed for this item? Item is for the cutting into the existing 96". Work will be performed in conjunction with Item 5 and paid under Force Account.*
  7. Cost of blind connection of the 12" pipe into the existing 96" pipe. - \$1,500.00



**MEMO**

Chris Margewich

October 17, 2011 Revised 10/19/11

Page 2

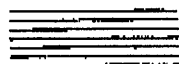
***This work was correctly identified on the original plans. No modifications are necessary to perform this work. See CDI Response for AUP #3 dated 10/17/11 for additional explanation of items not covered specifically by IDOT style units.***

8. Bypass pumping/water control of 96" pipe for blind Connection. - \$5,000.00  
***The risk of intercepting flow in the existing 96" has not changed from the original plans. The invert of the existing sewer is approximately 675.00 vs. a proposed 42" invert of 678.0. Per Sheet 69 this shows no change in connection elevation. If bypass pumping is needed it will be accounted for under item 109.04 Force Account***
9. Additional Cost for Removing INL 118, MH 126, 36lf of 18" SS, & 35lf of 24" storm. - \$1,321.00  
***NOTE: MH 126 is a cone placed on a slab. The MH can be removed by just pulling the cone section.***
10. CREDIT for not installing 1 Ea of item 60247400 Junction Box, No. 1 - (\$28,000.00)

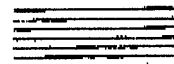
**CDI ESTIMATE OF NET COST OF CHA - ~~(\$10,820.00)~~ (\$7,329)**

***Note: All prices are estimates only for the purpose of obtaining preliminary approval to proceed with the proposed changes. Costs are subject to change based on actual time, labor, and units used.***

11. In accordance with Article 2.17 the contractor retains the right to appeal to the Village regarding this claim.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



October 27, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account-14, Exploratory Excavation 24" Pipe:**

Dear Mr. Palmer:

Please approve the attached force account in the amount of \$1,541.99, for the exploratory work performed by our crew to locate and identify the elevation of the unknown 24" storm sewer pipe.

Respectfully,

*Chris Margevich*

Christopher J. Margevich  
Project Manager  
Martam Construction Inc.

ROUTE:

Section:

County: DuPage

FORGE ACCOUNT BILL FOR:

Excavatory operation near structure 125 for the unknown 24" pipe

District: 1 Job No.:

Martan Job No.: 998

Project: Chestnut Street - Village of Hinsdale

		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemploy Tax	
		S.Y.	O.T.	D.Y.					F.U.T.	S.U.T.
October 12, 2011										
Pilpo Dolcinascio	Operator	2.75			\$44.30	\$ 121.83	\$ 121.83	>12,740	\$0.00	\$0.00
Joseph Paul Dolcinascio	Operator	1.25			\$42.75	\$ 53.44	\$ 53.44	>12,740	\$0.00	\$0.00
Luis Cervantes	Laborer, Foreman	2.75	0.50		\$35.85	\$ 116.51	\$ 125.48	>12,740	\$0.00	\$0.00
Luis Flores	Laborer	2.75			\$35.85	\$ 97.78	\$ 97.78	>12,740	\$0.00	\$0.00
Gerardo Hernandez	Laborer	2.75			\$25.20	\$ 69.80	\$ 69.80	>12,740	\$0.00	\$0.00
Subtotal, Labor		12.25	0.50	0.0		\$ 461.34	\$ 461.34		\$0.00	\$0.00

	Letters	Rate	
Cement Masons Pension & Welfare	0	\$28.80	\$0.00
Laborers Pension & Welfare	6.75	\$21.72	\$146.05
Teamsters Pension & Welfare	0	\$15.88	\$0.00
Operators Pension & Welfare	4	\$25.88	\$103.52
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotal, Labor + Union			\$275.57

Plus 38% of.....

\$787.68

Subtotal, Labor

Plus: Workman's Comp Ins. Operators	18.40%	\$ 175.28	\$27.10
Plus: Workman's Comp Ins. Laborers	9.48%	\$ 311.08	\$29.52
Plus: Workman's Comp Ins. Cement Mason	21.85%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.08%	\$ -	\$0.00
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.61%	\$ 486.34	\$27.28
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ 485.30	\$30.71
Total Payroll Additives		\$114.61	\$114.51

Plus 10% of.....

\$114.61

\$11.46

\$126.07

Total Labor..... \$1,189.44

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual rates.

Signed

Martan Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

	TOTAL HOURS	RATE	AMOUNT
Komatsu PC160 Backhoe	2.75	\$77.90	\$ 212.58
Case 821 Front End Loader	1.25	\$58.17	\$ 72.71
Chevrolet Pick up Truck	3.25	\$18.41	\$ 59.83
Total equipment expense			\$ 345.12

**MATERIAL EXPENSE**

	QTY	PRICE	U/M	TOTAL
Sub-Total	0	\$		\$0.00
Plus 15% Markup				\$0.00
Total Materials				\$0.00

**AFFIDAVIT**

MARTAN CONSTRUCTION, INC.

By:

Martan Construction, Inc.

Total Labor	\$1,189.44
Total Equipment Expenses	\$345.12
Total Materials	\$0.00
Sub-Total	\$1,534.56

Bond Rate (\$54,575/\$14,788,540) = .44%

Bond	0.44%	\$1,334.56 (Labor, Equip & Material only)	\$6.75
Plus 10% of Bond			\$0.68
Grand Total (\$!!)			\$1,641.99

BY: SC 11/8/11



**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County Du Page

Section

Route

District 1

Contract No.

Job No.

Project No.

Contractor Martam Construction

Report No. 14 Date 10/12/2011

Authorization No. \_\_\_\_\_

Description and Location of Work: Exploratory Excavation Near Structure 129 For The Unknown 24" Pipe.

**LABOR**

Name, Worker Classification

Total Hours Worked  
(Straight-Time) (Overtime)

Phil Dolcimoscolo

2.75 (ST)

Louis Cervantes

2.75 (ST) .5 (OT)

Louis Flores

2.75 (ST)

Gerrardo Hernandez

2.75 (ST)

Joe Paul Dolcimoscolo

1.25 (ST)

**EQUIPMENT USED**

Description:

List Manufacturer, Model, Year Built, Capacity

Number of  
Hours

Komatsu 160 Backhoe

2.75

Case 821 Front End Loader

1.25

Chevy Pick Up

3.0

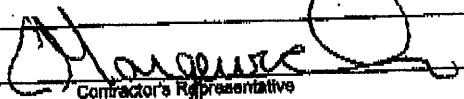
**MATERIAL USED**

Description

Quantity

REMARKS:

APPROVED:

  
Contractor's Representative

APPROVED:

  
State's Representative

Original: Contractor  
cc: District File

Printed 10/20/2011

BC 635 (Rev. 05/07)

## Rental Rate Blue Book®

**Komatsu PC160LC-7 (16.1 - 19.0 MTons) (disc. 2010)**  
Crawler Mounted Hydraulic Excavators



Size Class:  
Operating Weight: 16.1 - 19.0 MTons  
Weight:  
36,640 lbs.

### Configuration for PC160LC-7 (16.1 - 19.0 MTons)

Power Mode	Diesel	Bucket Capacity - Heaped	0.85 cy
Operating Weight	16.6 MT	Net Horsepower	115.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$9,670.00	\$1,870.00	\$470.00	\$71.00	\$40.10	\$78.00
Adjustments						
Region (Illinois: 101.3%)	\$86.71	\$24.31	\$6.11	\$0.92		
Model Year (2006: 95.9%)	(\$209.46)	(\$58.72)	(\$14.76)	(\$2.23)		
Ownership (100%)						
Operating (100%)					\$40.10	\$77.30
Total:	\$8,547.25	\$1,835.59	\$461.35	\$69.69	\$40.10	\$77.30

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,734.70 / mo
Overhaul (ownership)	43%	\$2,666.10 / mo
CFC (ownership)	6%	\$533.60 / mo
Indirect (ownership)	8%	\$533.60 / mo
Fuel (operating) @ \$4.11 / gal	42%	\$17.02 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

### Case 621E

4-Wd Articulated Wheel Loaders

Size Class:  
150 - 174 HP  
Weight:  
27,406 lbs.



### Configuration for 621E

Power Mode Diesel Bucket Capacity-Heaped 2.56 cy  
Net Horsepower 182.0 Operator Protection EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.  
Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
Adjustments						
Region (Mileage: 101.4%)	\$57.40	\$16.10	\$4.08	\$0.62		
Model Year (2010: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-	\$34.55	\$58.17
Total:	\$4,157.40	\$1,166.10	\$294.08	\$44.62	\$34.55	\$58.17

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.31 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

October 26, 2011

## Rental Rate Blue Book®

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

Net Hp: 100 - 199 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	185.0		

### Blue Book Rates

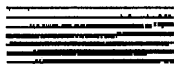
\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$820.00	\$175.00	\$44.00	\$7.00	\$14.85	\$18.47
Adjustments						
Region (Illinois: 101.6%)	\$9.92	\$2.60	\$0.70	\$0.11		
Model Year (2006: 95.7%)	(\$20.79)	(\$5.67)	(\$1.48)	(\$0.23)		
Ownership (100%)	-	-	-	-	-	-
Operating (100%)	-	-	-	-	-	-
Total:	\$809.13	\$171.93	\$43.22	\$6.68	\$14.95	\$18.41

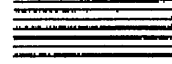
### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$359.60 / mo
Overhaul (ownership)	27%	\$187.40 / mo
OFC (ownership)	5%	\$91.00 / mo
Indirect (ownership)	10%	\$82.00 / mo
Fuel (operating) @ \$3.84	81%	\$12.04 / hr

Revised Date: 2nd Half 2011



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



November 21, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:**  
**Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets**  
**CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account- (21, 27-29, 31), Concrete Collar**

Dear Mr. Palmer:

Please approve the attached force accounts in the amount of **\$13,753.84** for the additional work performed due to the elimination of the box culvert. 14,025.52

Respectfully,

**CHRIS MARGEWICH**

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

FA	DATE	QTY
1	10/20/11	8400.22
2	10/26/11	2438.22
3	10/27/11	2248.92
4	10/27/11	688.00
5	11/1/11	250.16
6	10/21/11	2333.16
		<hr/> 16,358.68



Route:

Section:

County: DuPage

Report No. 21

Auth. No.

Contract No.

FORCE ACCOUNT BILL FOR:

Preparatory Work of 96" Pipe for 42" Blind Connection

District: 1 Job No.:

Project: Chestnut Street Village of Hinsdale

Martam Job No.: 955

October 20, 2011		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemployment Tax	
		S.T.	O.T.	D.T.					F.U.T.	S.U.T.
Filipo Dolcimascolo	Operator	8.00	0.50		\$44.30	\$ 376.55	\$ 387.83	>12,740	\$0.00	\$0.00
Luis Cervantes	Laborer, Foreman	8.00			\$35.88	\$ 286.80	\$ 286.80	>12,740	\$0.00	\$0.00
Luis Flores	Laborer	8.00			\$35.56	\$ 284.40	\$ 284.40	>12,740	\$0.00	\$0.00
Gerrardo Hernandez	Laborer	8.00			\$35.20	\$ 281.60	\$ 281.60	>12,740	\$0.00	\$0.00
Joseph Paul Dolcimascolo	Operator	8.00			\$42.75	\$ 342.00	\$ 342.00	>12,740	\$0.00	\$0.00
Shelby Rencher	Teamster	8.00			\$35.15	\$ 281.20	\$ 281.20	>12,740	\$0.00	\$0.00
Justin Arnold	Laborer, Superintendent	3.00			\$37.75	\$ 113.25	\$ 113.25	>12,740	\$0.00	\$0.00
Subtotals, Labor		51.00	0.50	0.0		\$ 1,985.80	\$ 1,978.88		\$0.00	\$0.00

Cement Masons Pension &amp; Welfare

# of hrs Rate

Laborers Pension &amp; Welfare

0 \$28.80

Teamsters Pension &amp; Welfare

27 \$21.72

Operators Pension &amp; Welfare

8 \$16.89

Carpenters Pension &amp; Welfare

16.5 \$25.58

0 \$24.32

Subtotals, Labor + Union

\$3,120.52

Plus 35% of.....

Subtotals, Labor

Plus: Workman's Comp Ins. Operators

15.48% \$ 718.65

Plus: Workman's Comp Ins. Laborers

9.49% \$ 966.05

Plus: Workman's Comp Ins. Cement Mason

21.85% \$ -

Plus: Workman's Comp Ins. Teamsters

18.05% \$ 281.20

Plus: Workman's Comp Ins. Carpenters

25.81% \$ -

Public Liability and Property Damage Ins.

5.81% \$ 1,684.80

Federal Unemployment Tax

0.80% \$ -

State Unemployment Tax

7.25% \$ -

Federal Social Security Tax

6.20% \$ 1,978.88

Total Payroll Additives

Plus 10% of..... \$470.59

Total Labor

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

## EQUIPMENT EXPENSE (Rate Book Rates)

TOTAL HOURS RATE

Komatsu 300 Excavator

8.5 \$148.71

Case 621 Front End Loader

8 \$87.63

Compressor

7.00 \$16.46

Chevy Pick Up Truck

8.00 \$28.37

800b Jack Hammer

7.00 \$1.13

Semi Trailer (w/ Dump)

8.00 \$77.98

Dump Trailer

8.00 \$11.43

Total equipment expense

## MATERIAL EXPENSE

QTY PRICE

Dump Fees (Rollable)

6.00 \$ 65.00

Stone CA-7

98.21 \$ 1.80

Sub-Total

Plus 15% Markup

Total Materials

## SUBCONTRACTOR EXPENSE

900b Jack Hammer (Bulldozer Rental-1 day rental)

1.00 \$80.00

Sub-Total

Plus 5% Markup

Total Subcontractor Price

## AFFIDAVIT

MARTAM CONSTRUCTION, INC.

By:

Total Labor

Total Equipment Expenses

Total Materials

Total Subcontractor Expenses

SubTotal

Bond Rate (\$19,470/\$3,728,198.50) = .52%

Bond 0.52%

Plus 10% of Bond

Grand Total B/M

\$8,261.01 (Labor, Equip &amp; Material only)

\$4,730.35

\$2,082.04

\$785.65

\$83.00

\$9,701.04

\$12.34

\$12.34

\$9,715.71

2773.45

8352.45

43.43

4.34

8400.22

\$90

#1



# Illinois Department of Transportation

## Extra Work Daily Report

County Du Page

Section

Route

District 1

Contractor Martam Construction

Contract No.

Report No. 21 Date 10/20/2011

Job No.

Authorization No.

Project No.

Description and Location of Work: Preparatory Work Of 96" Pipe For 42" Blind Connection.

### LABOR

Name, Worker Classification

Total Hours Worked  
(Straight-Time) (Overtime)

Phil Dolcimoscilo OPERATOR

8 S(ST) 5 (OT)

Louis Cervantes LABORER

8.0 (ST)

Louis Flores LABORER

8.0 (ST)

Gerrardo Hernandez LABORER

8.0 (ST)

Joe Paul Dolcimoscilo OPERATOR

8.0 (ST)

Shelby Rencher TEAMSTER

8.0 (ST)

Justin Arnold

3.0 (ST)

### EQUIPMENT USED

Description:

Number of  
Hours

List Manufacturer, Model, Year Built, Capacity

Komatsu 300 Backhoe

8.0

Case 621 Front End Loader

8.0

Compressor

7.0

Chevy Pick Up

8.0

80lb Jack Hammer

7.0

90 lb Jack Hammer (Buttrey Rental Equipment)

1 day

Semi w/dump

8.0

### MATERIAL USED

Description

Quantity

Reliable Dump Fee

6

CA-7

96.2

REMARKS:

APPROVED:

Contractor's Representative

APPROVED:

State's Representative

Original: Contractor  
cc: District File

# RELIABLE

## Materials Lyons LLC

OCT 27 2011

SOLD TO: MARTAM CONSTRUCTION INC.  
1200 GASKET DRIVE

REFERENCE NO: 109681  
REFERENCE DATE: 10-20-2011

ELGIN IL 60120

CUSTOMER: 13015  
JOB NO: 13015-10  
PO #: 955-HINSDA

DELV ADDRESS: APPROVAL # 9712 HINSDALE

ITEM#	MATERIAL	TRUCK #	TICKET NUMBER	QTY	UNIT PRICE	UNIT TYPE	TOTAL PRICE
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	209005	1.00	125.00	/1	125.00
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	209037	1.00	125.00	/1	125.00
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	320709	1.00	125.00	/1	125.00
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	320755	1.00	125.00	/1	125.00
0161	LVL4 052CA07 BED/BF	MAR38	787747	19.50	11.25	tn	219.38
0161	LVL4 052CA07 BED/BF	MAR38	787752	17.96	11.25	tn	202.05
0161	LVL4 052CA07 BED/BF	MAR38	787756	20.08	11.25	tn	225.90
0161	LVL4 052CA07 BED/BF	MAR38	787760	19.23	11.25	tn	216.34
0161	LVL4 052CA07 BED/BF	MAR38	787761	19.44	11.25	tn	218.70
IEPA	IEPA Environmental Fee	MAR38	787761	6.00	2.00	ea	12.00
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	208929	1.00	125.00	/1	125.00
0230	DUMP MIXED DIRT/CLAY SEMI	MAR38	208951	1.00	125.00	/1	125.00

FA # 21

18059	1844.37
109681	
10-20-11	
955 620	762.00
955 3	1,082.37

copied  
for Kristin

NON-TAXABLE SALES: 762.00  
TAXABLE SALES: 1,082.37  
SALES TAX: 92.00  
TOTAL: \$1,936.37

TOTAL TONNAGE: 96.21

Main Office  
4226 S. Lawndale Avenue • Lyons, IL 60534

Phone (708) 447-1100 • Fax (708) 447-1112

Site Location  
4401 S. First Avenue • Lyons, IL 60534

**630-865-1191 phone**  
**630-865-1280 fax**  
**847-698-8800**

**Status:** Open  
**Contract #:** 134950  
**On Hold:** October 20, 2011 9:31 am  
**Dealer:** JOHN STERNARD

**MARTAM CONSTRUCTION**  
1200 GASKET DRIVE  
ELGIN, IL 60120

**Customer # 14180**

**Terms: On Account**  
**Picked Up By: JUSTIN**

Qty	Key	Item Rental	Status	Agreed Return Date	Rental Fee
1	HAMAIR90D	90# AIR HAMMER 3Hrs \$40.00 1Day \$80.00 1Week \$170.00 1Month \$400.00	Out	10/21/2011 9:31am	\$40.00

## THANK YOU FOR YOUR BUSINESS

TH  
HINSOOR  
F.A.#21

acquired  
for knish's

[illegible]

## RENTAL CONTRACT

THIS IS A RENTAL CONTRACT. You should familiarize yourself with its unusual features so that no misunderstanding of your obligations occurs. The words "Renter," "You," and "Your" mean the person who signs this Rental Contract (or is obligated under its terms). We, "Our," and "Us" refer to BUTTREY RENTAL SERVICE, INC. and its officers, directors, shareholders, agents and employees.

The back of this Rental Contract contains important terms and conditions including Our Disclaimer from all liability for injury or damage to YOU or YOUR operations, for rental and other charges and responsibilities to care for and maintain the equipment. THEY ARE PART OF THIS RENTAL CONTRACT. PLEASE READ THEM.

Hereby read and agree to All the Terms and Conditions on the reverse side of this Rental Contract. I acknowledge receipt of the Equipment rental, in good working order, and a copy of this Rental Contract. If other than Renter, the signer represents that he/she is agent of and authorized to sign for Renter.

**Loss Damage Waiver** Charge on equipment and trailers is 3% of the total rental charge and covers 80% of repair or replacement costs. **Loss Damage Waiver** does not cover hazards to the

CUSTOMER INITIALS TO ACCEPT \_\_\_\_\_ DELIVERED \_\_\_\_\_

**SIGNATURE:**

## MARTAM CONSTRUCTION

Rental:	\$60.00
Damage Waiver:	\$0.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$60.00
SALES TAX 7.75:	\$0.00
TOTAL:	\$60.00
PAID:	\$0.00
AMOUNT DUE:	\$60.00

## Rental Rate Blue Book®

November 15, 2011

### Komatsu PC300LC-7 (disc. 2007) Crawler Mounted Hydraulic Excavators



Size Class:  
Operating Weight: 33.1 - 40.0 MTons  
Weight:  
75,376 lbs.

### Configuration for PC300LC-7

Power Mode	Diesel	Bucket Capacity - Heaped	2.66 cy
Operating Weight	34.2 MT	Net Horsepower	246.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$11,655.00	\$3,265.00	\$815.00	\$120.00	\$80.70	\$146.92
Adjustments						
Region (Illinois: 101.3%)	\$151.52	\$42.45	\$10.60	\$1.56		
Model Year (2006: 98.4%)	(\$188.90)	(\$52.92)	(\$13.21)	(\$1.94)		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$11,617.62	\$3,254.53	\$812.39	\$119.62	\$80.70	\$146.71

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$4,778.55 / mo
Overhaul (ownership)	43%	\$5,011.65 / mo
CFC (ownership)	8%	\$932.40 / mo
Indirect (ownership)	8%	\$932.40 / mo
Fuel (operating) @ \$4.11	53%	\$42.46 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### Case 621E

4-Wd Articulated Wheel Loaders

Size Class:  
150 - 174 HP  
Weight:  
27,406 lbs.



### Configuration for 621E

Power Mode	Diesel	Bucket Capacity-Heaped	2.55 cu
Net Horsepower	162.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
Adjustments						
Region (Illinois: 101.4%)	\$57.40	\$16.10	\$4.06	\$0.62		
Model Year (2008: 97.8%)	(\$91.46)	(\$25.65)	(\$6.47)	(\$0.98)		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$4,065.94	\$1,140.45	\$287.59	\$43.64	\$34.55	\$57.85

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.81 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### Portable Rotary Screw Air Compressors Miscellaneous Models

Size Class:  
Free Air Delivery: 125 - 249 cfm

### Configuration for Portable Rotary Screw Air Compressors

Power Mode	Diesel	Air Delivery Rating	185 cfm
Rated Pressure @ PSI	125	Horsepower	80.0

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$740.00	\$205.00	\$51.00	\$8.00	\$12.40	\$16.60
Adjustments						
Region (Illinois; 102%)	\$14.80	\$4.10	\$1.02	\$0.16		
Model Year (2005; 94.7%)	(\$40.00)	(\$11.08)	(\$2.76)	(\$0.43)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$714.80	\$198.02	\$49.28	\$7.73	\$12.40	\$16.46

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	\$192.40 / mo
Overhaul (ownership)	61%	\$451.40 / mo
OFC (ownership)	6%	\$44.40 / mo
Indirect (ownership)	7%	\$51.80 / mo
Fuel (operating) @ \$3.07	71%	\$8.84 / hr

Revised Date: 1st Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Light Duty Trucks Miscellaneous Models

Size Class:  
200 - 299 HP

#### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

#### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$650.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.8%)	\$10.40	\$2.88	\$0.72	\$0.11		
Model Year (2007: 95.6%)	(\$22.45)	(\$6.22)	(\$1.55)	(\$0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$637.95</b>	<b>\$176.66</b>	<b>\$44.17</b>	<b>\$6.87</b>	<b>\$24.75</b>	<b>\$29.37</b>

#### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
GFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011





www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### Hand-Held Pavement Breakers

Miscellaneous Models

Size Class:

Total Weight: 80 - 90 lbs

### Configuration for Hand-Held Pavement Breakers

Weight 80-90 lbs

Model Notes: Silenced

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$110.00	\$31.00	\$8.00	\$1.00	\$0.50	\$1.12
Adjustments						
Region (Illinois: 102%)	\$2.20	\$0.62	\$0.16	\$0.02		
Model Year (2010: 99.1%)	(\$1.01)	(\$0.28)	(\$0.07)	(\$0.01)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$111.19	\$31.34	\$8.09	\$1.01	\$0.50	\$1.13

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$45.10 / mo
Overhaul (ownership)	50%	\$55.00 / mo
CFC (ownership)	4%	\$4.40 / mo
Indirect (ownership)	5%	\$5.50 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 1st Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Truck Tractors

Miscellaneous Models

Size Class:

Gross Vehicle Weight: 60,001 GVW & Over

### Configuration for On-Highway Truck Tractors

Power Mode	Diesel	Axle Configuration	6XA
Maximum Gross Vehicle Weight	75,000 lbs	Horsepower	400.0

Equipment Notes: Non-Sleeper Cab

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,965.00	\$1,110.00	\$280.00	\$42.00	\$57.70	\$80.23
Adjustments						
Region (Illinois: 101.6%)	\$63.44	\$17.76	\$4.48	\$0.67		
Model Year (2001: 88.5%)	(\$463.27)	(\$129.69)	(\$32.72)	(\$4.91)		
Ownership (100%)	.	.	.	.		
Operating (100%)						
Total:	\$3,565.17	\$988.07	\$251.76	\$37.76	\$57.70	\$77.96

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,982.50 / mo
Overhaul (ownership)	32%	\$1,268.80 / mo
CFC (ownership)	6%	\$237.90 / mo
Indirect (ownership)	12%	\$475.80 / mo
Fuel (operating) @ \$4.11	70%	\$40.28 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Rear Dump Semi Trailers

Miscellaneous Models

Size Class:

All

### Configuration for On-Highway Rear Dump Semi Trailers

Capacity	21.0 cy	Payload	24.0 t
----------	---------	---------	--------

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,215.00	\$340.00	\$85.00	\$13.00	\$4.90	\$11.80
Adjustments						
Region (Illinois: 102.2%)	\$26.73	\$7.48	\$1.87	\$0.29		
Model Year (2001: 92.6%)	(\$91.89)	(\$25.71)	(\$6.43)	(\$0.98)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$1,149.84	\$321.77	\$80.44	\$12.31	\$4.90	\$11.43

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$473.85 / mo
Overhaul (ownership)	48%	\$583.20 / mo
CFC (ownership)	4%	\$48.60 / mo
Indirect (ownership)	9%	\$109.35 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 2nd Half 2011

Route:

Section:

County: DuPage

Report No. 27

Auth. No.

Contract No.

FORCE ACCOUNT BILL FOR: Concrete Collar, 90" Pipe

District: 1 Job No.:  
Martam Job No.: 985

Project: Chestnut Street - Village of Minnetonka

October 28, 2011		Total Hours S.T. O.T. D.T.	Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemploy Tax F.U.T. S.U.T.
Joseph Bokimwoko	Cement Mason	8.00	\$43.50	\$ 348.00	\$ 348.00	>12,740	\$0.00 \$0.00
Jose Martinez	Laborer	8.00	\$35.20	\$ 281.60	\$ 281.60	>12,740	\$0.00 \$0.00
Justin Arnold	Laborer, Superintendent	2.00	\$37.75	\$ 75.50	\$ 75.50	>12,740	\$0.00 \$0.00
Subtotals, Labor		18.00 0.00 0.0		\$ 685.10	\$ 685.10		\$0.00 \$0.00

	# of hrs	Rate	
Cement Masons Pension & Welfare	8	\$26.80	\$206.40
Laborers Pension & Welfare	10	\$21.72	\$217.20
Teamsters Pension & Welfare	0	\$18.80	\$0.00
Operators Pension & Welfare	0	\$25.58	\$0.00
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotals, Labor + Union			\$1,053.21

Plus 35% of.....							
Plus: Workman's Comp Ins. Operators	15.46%	\$	-	\$0.00			
Plus: Workman's Comp Ins. Laborers	9.49%	\$	357.10	\$33.88			
Plus: Workman's Comp Ins. Cement Mason	21.65%	\$	348.00	\$75.34			
Plus: Workman's Comp Ins. Teamsters	18.00%	\$	-	\$0.00			
Plus: Workman's Comp Ins. Carpenters	25.81%	\$	-	\$0.00			
Public Liability and Property Damage Ins.	5.81%	\$	629.80	\$36.82	39.56		
Federal Unemployment Tax	0.80%	\$	-	\$0.00			
State Unemployment Tax	7.25%	\$	-	\$0.00			
Federal Social Security Tax	6.20%	\$	629.80	\$39.01	43.72		
Total Payroll Additives				\$183.88	192.50		
Plus 10% of.....		\$183.59		\$18.36	211.75		
Total Labor				\$1,237.00	1735.50		

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

Cherry Pick up Truck

TOTAL HOURS	RATE	AMOUNT
8.00	\$28.37	\$ 226.96

Total equipment expense..... \$ 226.96

**MATERIAL EXPENSE**

#5x20' GR 60 Rebar  
#5x20' GR 60 Rebar  
Cesco Walston  
Cesco Cement  
CS N1107 Grout

QTY	PRICE	U/M	TOTAL
200	\$ 0.84	LF	\$168.00
100	\$ 0.70	LF	\$70.00
1	\$ 167.14	BOX	\$167.14
4	\$ 7.71	EA	\$30.84
1	\$ 16.20	BAG	\$16.20

Sub-Total  
Plus 15% Markup  
Total Materials..... \$461.89

**SUBCONTRACTOR EXPENSE**

Sub-Total  
Plus 5% Markup  
Total Subcontractor Price..... \$0.00

**AFFIDAVIT**

MARTAM CONSTRUCTION, INC.

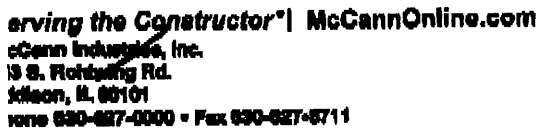
By: Martam Construction, Inc.

Total Labor \$1,237.00 1735.50  
Total Equipment Expenses \$226.96  
Total Materials \$461.89  
Total Subcontractor Expenses \$0.00  
SubTotal \$1,924.85 2424.35

Bond 0.62% Bond Rate (\$19,470/\$3,728,195.50) - 52%  
Plus 10% of Bond \$2,312.62 (Labor, Equip & Material only)  
Grand Total Bill \$2,312.62 12.61  
1.26  
2438.22 SC  
12/8/11

#2





**\*\*PLEASE NOTE PERMIT TO ADDRESS\*\***

**CASE**  
Sales, Service  
Rentals

FA# 27  
 copied for  
 CE # private 129320

**INVOICE #** 410-VT-101293207

SHIP TO MARTAM CONST INC  
1200 GASKET DRIVE  
ELGIN, IL 60120  
847-608-6800

ITEM DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY <u>PC</u>	PRICE	AMT	EXTENSION
------------------	---------------	------------------	--------------------	-------	-----	-----------

DS-N1107	DAYTON 1107 GROUT 50#	1	1	0	16.2000	BAG	16.20 Y
DAYTON 1107 GROUT 50# BAG		VENDOR: 13032		UNIT PRICE: 401.64			
60/SKID		INVOICE #: 01293207					

VENDOR: 13032		CITY: 401.64	
INVOICE #: 01293207			
INVOICE DATE: 10.26.11			
JOB #	PHASE	COST TYPE	AMOUNT
955		3	

**Fuel surcharge of \$21.55 for delivered ord**

Merchandise	FU/Del Charge	MISC Charge					Invoice Total
401.84	0.00	0.00	32.13	0.00	0.00	0.00	433.97

**SALES TAX EXEMPTION CERTIFICATE** *- If Tax Exempt - Please complete, detach and return with remittance.*

**SALES TAX EXEMPTION CERTIFICATE**—*A-Tax Exempt*—*Please complete, detach and return with invoice.*  
The undersigned purchaser hereby certifies that the purchases listed on this invoice are exempt from any and all sales or use taxes for the reason checked below. The undersigned also agrees to be responsible for any tax due by reason of such purchases being determined to be nonexempt.

☐ Purchaser is governmental or not-for-profit religious, charitable or educational organization # \_\_\_\_\_ or Resale # \_\_\_\_\_

☐ Purchaser is governmental or not-for-profit religious, charitable or educational organization

Job Name: \_\_\_\_\_ Contract/Exempt # \_\_\_\_\_ 01000007

☐ Other: 790141 MARTAM CONST INC 01293267

Customer #: \_\_\_\_\_ Customer Name: \_\_\_\_\_ Invoice # \_\_\_\_\_  
Total Non-Taxable Product \$ \_\_\_\_\_ Total Tax Deduction \$ \_\_\_\_\_

**Total Non-Taxable Product \$** \_\_\_\_\_ **Total Tax Deduction \$** \_\_\_\_\_



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:  
200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	265.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$650.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.88	\$0.72	\$0.11		
Model Year (2007: 95.6%)	(\$22.45)	(\$6.22)	(\$1.55)	(\$0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
<b>Total:</b>	<b>\$637.95</b>	<b>\$178.66</b>	<b>\$44.17</b>	<b>\$6.87</b>	<b>\$24.75</b>	<b>\$29.37</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
CFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011

Route:

Section:

County: DuPage

Report No. 25  
Auth. No.  
Contract No.

FORCE ACCOUNT BILL FOR:

Concrete Coker, 36" Pipe

District: 1 Job No.:

Martan Job No.: 355

Project: Chestnut Street - Village of Mendota

		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Savings to Date	Payroll Eligible for Unemployment Tax	
		S.T.	O.T.	S.T.					F.U.T.	S.U.T.
October 26, 2011										
Joseph Dolandowski	Cement Mason	8.00			\$43.50	\$ 348.75	\$ 348.75			
Jose Martinez	Laboyer	8.00			\$35.20	\$ 281.60	\$ 281.60	> \$2,740	\$0.00	\$0.00
Subtotal, Labor		17.00	0.00	0.0		\$ 630.35	\$ 630.35		\$0.00	\$0.00

Cement Masons Pension & Welfare  
Laborers Pension & Welfare  
Teamsters Pension & Welfare  
Operators Pension & Welfare  
Carpenters Pension & Welfare

# of hrs

Rate

8.5

\$25.80

8.5

\$21.72

0

\$18.00

0

\$25.58

0

\$24.32

\$218.30 ✓

\$184.82 ✓

\$0.00

\$0.00

\$0.00

Subtotal, Labor + Union

\$1,072.88

\$ 1,072.88 ✓

\$375.81 ✓

\$1,448.69 ✓

Plus 30% of.....

Subtotal, Labor

Plus: Workmen's Comp Ins. Operators  
Plus: Workmen's Comp Ins. Laborers  
Plus: Workmen's Comp Ins. Cement Mason  
Plus: Workmen's Comp Ins. Teamsters  
Plus: Workmen's Comp Ins. Carpenters  
Public Liability and Property Damage Ins.  
Federal Unemployment Tax  
State Unemployment Tax  
Federal Social Security Tax

15.48%

\$

200.20

9.49%

\$

388.75

21.85%

\$

281.60

18.05%

\$

0.00

25.81%

\$

658.95

5.61%

\$

60.00

0.80%

\$

8.57

7.55%

\$

80.00

6.20%

\$

668.95

Total Payroll Additions

\$187.45 ✓

\$18.74 ✓

\$206.19 ✓

Plus 10% of.....

\$187.45

Total Labor

\$1,654.88 ✓

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martan Construction, Inc.

EQUIPMENT EXPENSE (Base Hour Rates)

	TOTAL	RATE	UNIT	AMOUNT
Chevy Pick up Truck	8.50	\$24.15	HRS	\$ 205.28 ✓
Wood Form City 5 (2007) 4000	1.00	\$12.00	LS	\$ 12.00 ✓

Total equipment expense

\$ 217.28 241.15

MATERIAL EXPENSE

	QTY	PRICE	UNIT	TOTAL
Concrete (Emulsa Chicago Stone)	4	\$ 74.00	CY	\$296.00 ✓
Wood Stake Bundles	8	\$ 12.00	EA	\$96.00 ✓

Sub-Total

\$392.00

Plus 15% Markup

\$450.80

Total Materials

\$450.80 44.40

\$392.00 296.00

\$450.80 340.40

SUBCONTRACTOR EXPENSE

Sub-Total

\$0.00

Plus 0% Markup

\$0.00

Total Subcontractor Expense

\$0.00

APPENDIX

MARTAN CONSTRUCTION, INC.

By

Martan Construction, Inc.

Total Labor

\$1,654.88

Total Equipment Expense

\$217.28 241.15

Total Materials

\$450.80 340.40

Total Subcontractor Expense

\$0.00

Sub-Total

\$2,322.96

\$2,322.96 2236.13

Bond Rate (\$18,470/\$3,723,195.00) = .52%

Bond 0.52%

\$2,278.37 (Labor, Equip & Material only)

\$2.04

\$0.00

Plus 10% of Bond

\$2.04

Grand Total Bill

\$2,282.45

2248.92

✓ BY: SC

12/8/11

#3





**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County Du Page

Section

Route

District 1

Contract No.

Job No.

Project No.

Contractor Martam Construction

Report No. 1 28 Date 10/28/2011

Authorization No. \_\_\_\_\_

Description and Location of Work: Concrete Collar, 96" Pipe

**LABOR**

Name, Worker Classification

Total Hours Worked  
(Straight-Time) (Overtime)

Big Joe Dolcimoscolo

8.5

Jose Martinez

8.5

**EQUIPMENT USED**

**MATERIAL USED**

Description:

Number of  
Hours

List Manufacturer, Model, Year Built, Capacity

Description

Quantity

Chevy Pick Up

8.5

Concrete (ECS)

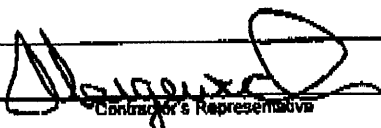
4CY

Wood Forms 5 (2'X6') 80 SF

72 hrs

REMARKS:

APPROVED:

  
Contractor's Representative

APPROVED:

  
State's Representative

Original: Contractor  
cc: District File

Printed 11/03/2011

BC 635 (Rev. 06/07)

**ELMHURST-CHICAGO STONE COMPANY**

## အကြောင်းအရာ

**AFEA CODE 080632-400**  
**Fax 8301832-0140**

**PAGE**

MARIAM CONSTRUCTION INC  
1200 GASKET DR  
ELGIN IL 60120

**ELMHURST GENERAL OFFICE**  
**ELMHURST** General Building - Second Floor  
**CHICAGO** (800) 333-4000  
 (773) 370-4100  
**WHEATON** (800) 680-2311  
 (815) 861-1000  
**ELGIN** (800) 680-2311  
 (847) 895-1444

[illegible]





www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Light Duty Trucks Miscellaneous Models

Size Class:  
200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$850.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.66	\$0.72	\$0.11		
Model Year (2007: 96.6%)	(\$22.45)	(\$6.22)	(\$1.65)	(\$0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-	-	
Total:	\$637.95	\$176.66	\$44.17	\$6.87	\$24.75	\$28.37

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$176.50 / mo
OFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.64	84%	\$20.79 / hr

Revised Date: 2nd Half 2011

Blue Sky Contractor Supply

8280 Whitcomb  
Merrillville, IN 46410

# Invoice

Date	Invoice #
10/28/2011	101100000

<b>Bill To</b> <b>MARTAM CONSTRUCTION INC.</b> <b>1200 GASKET DR.</b> <b>ELGIN, IL 60120</b>
---

<b>Ship To</b> <b>OAK BROOK JOB</b> <b>22ND &amp; BUTTERFIELD</b> <b>OAK BROOK, IL</b>
---

P.O. Number	Terms	Rep	Ship	Via	Driver
VERBAL		PM	10/28/2011	OUR TRUCK	PAUL

Quantity	Item Code	Description	U/M	Price Each	Amount
✓300	112X18EPOX	1-1/2"X18" EPOXY SMOOTH DOWELS	ea	✓5.20	1,560.00
		***ORDERED BY BOB***			
✓15	WOODSTK36	3/4X2-3/4"X36" WOOD STAKES 2EA/BUNDLE	BNDL	12.85	192.75
✓15	WOODSTK24	3/4X2-3/4"X24" WOOD STAKES 2EA/BUNDLE	BNDL	10.65	159.75
		<b>REINFORCEMENT</b> <b>8130</b> <b>11/10/2011</b> <b>10-28-11</b> <b>715 340 3</b> <b>Stakes</b> <b>955</b>	1,712.50		
				CKY	

Signature:

*Bob*

Subtotal \$1,912.50

Sales Tax (0.0%) \$0.00

Total \$1,912.50

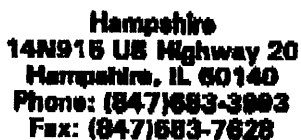
Balance Due \$1,912.50

Thank You For Your Business!

All past due invoices will accrue a service charge of 1.5% per month until paid.

Phone #	Fax #
219-795-9300	219-795-9400

Web Site
www.blueskycontractorsupply.com



SOLD TO  
MARTAM CONST INC  
1200 GASKET DR  
ELGIN, IL 60120

SHIP TO  
MARTIN CONST INC  
1200 GASKET DR  
ELGIN, IL 60120

52945681	2005513		11/21/11	RTCHW	12/06/11
40	PC	**** QUOTE **** SPP 2x8x16 #2		0.460	338.40
<div style="text-align: center; font-size: 100px; font-weight: bold;">QUOTE</div>			November 21, 2011 10:51:20 OT:PJOHN		
			***** * QUOTE * *****		
			503 PAGE 1 OF 1		
			MERCHANDISE 328.40 OTHER 0.00 TAX 8.000% 27.07 FREIGHT 0.00 TOTAL 365.47		
			QUOTATION		

[illegible]

Route: Section:  
FORCE ACCOUNT BILL FOR: Concrete Culvert, 66" Pipe (Testing)

County: DuPage

District: 1 Job No.:  
Martam Job No.: 955 Project: Chestnut Street - Village of Menard

October 27, 2011	Total Hours	Insurance	Payroll	Week-End	Payroll Eligible
	S.T. O.T. D.T. Rate	Amount	Amount	Earnings to Date	for Unemploy Tax
					#.U.Y. S.U.Y.
		\$ -	\$ -	>12,740	\$0.00 \$0.00
		\$ -	\$ -	>12,740	\$0.00 \$0.00
Subtotals, Labor	0.00 0.00 0.0	\$ -	\$ -		\$0.00 \$0.00

	# of hrs	Rate	
Cement Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	0	\$21.72	\$0.00
Townsmen's Pension & Welfare	0	\$16.88	\$0.00
Operators Pension & Welfare	0	\$26.56	\$0.00
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotals, Labor + Union			\$ -

Plus 35% of..... \$0.00

Subtotals, Labor..... \$0.00

Plus: Workman's Comp Ins. Operators	15.48%	\$ -	\$0.00
Plus: Workman's Comp Ins. Laborers	9.49%	\$ -	\$0.00
Plus: Workman's Comp Ins. Cement Mason	21.60%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ -	\$0.00
Plus: Workman's Comp Ins. Carpenters	28.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.01%	\$ -	\$0.00
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ -	\$0.00
Total Payroll Additives			\$0.00

Plus 10% of..... \$0.00

Total Labor..... \$0.00

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed: Martam Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

TOTAL HOURS	RATE	AMOUNT
		\$ -
		\$ -
		\$ -

Total equipment expense..... \$ -

**MATERIAL EXPENSE**

QTY	PRICE	U/M	TOTAL
			\$0.00
			\$0.00
			\$0.00

Plus 15% Markup

Total Materials..... \$0.00

**SUBCONTRACTOR EXPENSE**

American GeoEngineering 10/27/11

Sub-Total	\$0.00
Plus Contractor Markup	\$0.00
Total Subcontractor Price	\$0.00

**AFFIDAVIT**

MARTAM CONSTRUCTION, INC.

By: Martam Construction, Inc.

Total Labor	\$0.00
Total Equipment Expenses	\$0.00
Total Materials	\$0.00
Total Subcontractor Expenses	\$4,000.00
SubTotal	\$4,000.00

Bond Rate (\$19,470/\$3,728,195.50) = .52%

Bond 0.52% \$0.00 (Labor, Equip &amp; Material only)

Plus 10% of Bond

Grand Total Bill

\$0.00

\$0.00

\$1,000.00

\$1,000.00

#4

SC  
12/8/11



**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County Du Page

Section

Route

District 1

Contractor Martam Construction

Contract No.

Report No. 29 Date 10/27/2011

Job No.

Authorization No.

Project No.

Description and Location of Work: Concrete Collar, 96" Pipe (Testing)

**LABOR**

Name, Worker Classification

Total Hours Worked  
(Straight-Time) (Overtime)

Bhupendra Patel

4.0 (ST) @ 80.00 = 320

Cylinders Pick up

1 @ 80.00 = 80.00

Compressive strength testing (4 Cylinders)

4 @ 22.00 = 88.00

Reporting

1 @ 100.00 = 100.00

**EQUIPMENT USED**

**MATERIAL USED**

Description:

List Manufacturer, Model, Year Built, Capacity

Number of  
Hours

Description

Quantity

REMARKS:

4.0 hr minimum for concrete tester

APPROVED:

[Signature]  
Contractor's Representative

APPROVED:

[Signature]  
State's Representative

Original: Contractor  
cc: District File

Printed 11/07/2011

BC 635 (Rev. 06/07)



399-A WALL STREET, GLENDALE HEIGHTS, IL 60139  
PHONE: (630) 894-0800 FAX: (630) 894-8868

**QC Concrete Testing Services  
Hinsdale Street Improvements, Hinsdale**

AGI No.:	11-645	AGI Invoice No.:	11-2143	Project #:	11-2143
Date:	11/14/2011	AGI Payment No.:	1	Services for:	October-11

Date	Name	Reg. Hrs.	Billing Rate	Extension	O.T. Hrs.	Billing Rate	Extension	Chargeable Miles	Total Extension
------	------	--------------	-----------------	-----------	--------------	-----------------	-----------	---------------------	--------------------

### Concrete Jobsite Inspector:

[illegible]

Laboratory Services :	Unit	Unit Rate			
Concrete Cylinder:	4 each @	\$ 22.00	Extension	\$	88.00
Concrete Cylinder Pickup trips:	1 trip @	\$ 80.00	Extension	\$	80.00
Reportig/Quality Assurance:	1 hour @	\$ 100.00	Extension	\$	100.00
<b>Total This Invoice :</b>				<b>\$</b>	<b><del>268.00</del></b>

588.00

MARTAM CONSTRUCTION, INC., 1200 GASKET DRIVE, ELGIN, IL 60120 (847) 605-6600

Route:

Section:

County: DuPage

Report No. 31  
Auth. No.  
Contract No.

FORCE ACCOUNT BILL FOR:

Concrete C&R, 8" Pipe, removing forms and plates

District: 1 Job No.:

Martam Job No.: 955

Project: Chestnut Street - Village of Hinsdale

November 1, 2011		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemployment Tax F.U.Y. S.U.Y.	
		S.T.	O.T.	D.T.						
Eduardo Maldonado	Laborer, Foreman	0.50			\$38.85	\$ 18.28	\$ 18.28	>12,740	\$0.00	\$0.00
Luis Flores	Laborer	0.50			\$35.55	\$ 17.78	\$ 17.78	>12,740	\$0.00	\$0.00
Gerrardo Hernandez	Laborer	0.50			\$35.20	\$ 17.60	\$ 17.60	>12,740	\$0.00	\$0.00
Wini (Wini)	Operator	0.50			\$44.30	\$ 22.15	\$ 22.15	>12,740	\$0.00	\$0.00
Subtotals, Labor		2.00	0.00	0.0		\$ 75.80	\$ 75.80		\$0.00	\$0.00

	# of hrs	Rate	
Cement Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	1.5	\$21.72	\$32.58
Teamsters Pension & Welfare	0	\$18.80	\$0.00
Operators Pension & Welfare	0.5	\$25.58	\$12.79
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotals, Labor + Union			\$ 121.18
Plus 35% of.....			\$121.18
Subtotals, Labor			\$163.69
Plus: Workman's Comp Ins. Operators	15.46%	\$ 22.15	\$3.42
Plus: Workman's Comp Ins. Laborers	9.49%	\$ 93.05	\$5.09
Plus: Workman's Comp Ins. Cement Mason	21.85%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ -	\$0.00
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.61%	\$ 75.80	\$4.25
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	8.20%	\$ 75.80	\$4.70
Total Payroll Additives			\$17.47
Plus 10% of.....			\$17.47
Total Labor			\$182.81

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

EQUIPMENT EXPENSE (Blue Book Rates)

	TOTAL HOURS	RATE	AMOUNT
Komatsu 228 Excavator	0.50	103.49	\$ 51.75
Chevy Pick Up Truck	0.00	\$28.97	\$ 14.19
Total equipment expense.....			\$ 65.93

MATERIAL EXPENSE

	QTY	PRICE	U/M	TOTAL
				\$0.00
				\$0.00
Sub-Total				\$0.00
Plus 15% Markup				\$0.00
Total Materials.....				\$0.00

SUBCONTRACTOR EXPENSE

Sub-Total	\$0.00
Plus 5% Markup	\$0.00
Total Subcontractor Price.....	\$0.00

AFFIDAVIT

MARTAM CONSTRUCTION, INC.

By:

Martam Construction, Inc.

Total Labor	\$182.81
Total Equipment Expenses	\$65.93
Total Materials	\$0.00
Total Subcontractor Expenses	\$0.00
SubTotal	\$248.74

Bond Rate (\$19,470/\$3,728,193.50) = .52%

Bond 0.52% \$248.74 (Labor, Equip & Material only)

Plus 10% of Bond

Grand Total Bill

1.29  
0.13  
250.16

BY: SC

12/8/11

#5



BC 635 (Rev. 05/07)

## Rental Rate Blue Book®

November 15, 2011

### Komatsu PC228USLC-3 (disc. 2010) Crawler Mounted Hydraulic Excavators



Size Class:  
Operating Weight: 21.1 - 24.0 MTons  
Weight:  
60,480 lbs.

### Configuration for PC228USLC-3

Power Mode	Diesel	Bucket Capacity - Heaped	1.05 cy
Operating Weight	22.9 MT	Net Horsepower	148.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$8,880.00	\$2,485.00	\$820.00	\$93.00	\$53.15	\$103.60
Adjustments						
Region (Illinois: 101.3%)	\$115.44	\$32.31	\$8.08	\$1.21		
Model Year (2007: 98.5%)	(\$134.93)	(\$37.76)	(\$9.42)	(\$1.41)		
Ownership (100%)	.	.	.	.		
Operating (100%)					.	
Total:	\$8,860.51	\$2,479.55	\$818.64	\$92.80	\$53.15	\$103.49

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$3,640.80 / mo
Overhaul (ownership)	43%	\$3,818.40 / mo
CFC (ownership)	8%	\$710.40 / mo
Indirect (ownership)	8%	\$710.40 / mo
Fuel (operating) @ \$4.11	48%	\$25.55 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:  
200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$850.00	\$190.00	\$45.00	\$7.00	\$24.76	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.66	\$0.72	\$0.11		
Model Year (2007: 96.6%)	(\$22.45)	(\$6.22)	(\$1.65)	(\$0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$837.95	\$176.68	\$44.17	\$6.87	\$24.76	\$28.37

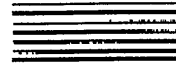
### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
CFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



December 19, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account-22, Concrete Collar**

Dear Mr. Palmer:

2333.16

Please approve the attached force account in the amount of ~~\$2,325.41~~ for the additional work performed due to the elimination of the box culvert.

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

Route:

Section:

County: DuPage

FORCE ACCOUNT BILL FOR:

Continued preparatory Work of 96" Pipe for 42" Blind Connection

District: 1 Job No.:  
Martam Job No.: 955

Project: Chestnut Street - Village of Hinsdale

October 21, 2011		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemployment Tax	
		S.T.	O.T.	D.T.					F.U.T.	S.U.T.
	Filippo Dolcimascolo	Operator	2.00		\$44.30	\$ 88.60	\$ 88.60	>12,740	\$0.00	\$0.00
	Luis Cervantes	Laborer, Foreman	2.00		\$35.85	\$ 71.70	\$ 71.70	>12,740	\$0.00	\$0.00
	Luis Flores	Laborer	2.00		\$35.55	\$ 71.10	\$ 71.10	>12,740	\$0.00	\$0.00
	Gerardo Hernandez	Laborer	2.00		\$35.20	\$ 70.40	\$ 70.40	>12,740	\$0.00	\$0.00
	Joseph Paul Dolcimascolo	Operator	2.00		\$42.75	\$ 85.50	\$ 85.50	>12,740	\$0.00	\$0.00
	Shelby Rencher	Teamster	3.00		\$35.15	\$ 105.45	\$ 105.45	>12,740	\$0.00	\$0.00
	Justin Arnold	Laborer, Superintendent	2.00		\$37.75	\$ 75.50	\$ 75.50	>12,740	\$0.00	\$0.00
	<b>Subtotals, Labor</b>		<b>15.00</b>	<b>0.00</b>		<b>\$ 568.25</b>	<b>\$ 568.25</b>		<b>\$0.00</b>	<b>\$0.00</b>

	# of hrs	Rate	
Cement Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	8	\$21.72	\$173.76
Teamsters Pension & Welfare	3	\$16.89	\$50.67
Operators Pension & Welfare	4	\$25.56	\$102.32
Carpenters Pension & Welfare	0	\$24.32	\$0.00

Subtotals, Labor + Union..... \$ 895.01  
 Plus 35% of..... \$313.25  
**Subtotals, Labor..... \$1,208.26**

Plus: Workman's Comp Ins. Operators	15.46%	\$ 174.10	\$26.92
Plus: Workman's Comp Ins. Laborers	9.48%	\$ 288.70	\$27.40
Plus: Workman's Comp Ins. Cement Mason	21.65%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ 105.45	\$19.03
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.61%	\$ 462.80	\$26.98
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ 568.25	\$35.23
<b>Total Payroll Additives</b>			<b>\$134.54</b>
Plus 10% of.....		\$134.54	\$13.45
<b>Total Labor.....</b>			<b>\$1,356.26</b>

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed   
 Martam Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

	TOTAL HOURS	RATE	AMOUNT
Komatsu 300 Excavator	2.00	\$146.71	\$ 293.42
Case 621 Front End Loader	2.00	\$67.65	\$ 135.30
Chevy Pick Up Truck	2.00	\$28.37	\$ 56.74
Semi Trailer (w/ Dump)	3.00	\$77.98	\$ 233.88
Dump Trailer	3.00	\$11.43	\$ 34.29
<b>Total equipment expenses.....</b>			<b>\$ 733.63</b>

**MATERIAL EXPENSE**

	QTY	PRICE	U/M	TOTAL
Dump Fees (Vulcan)	5.00	\$ 40.00	EA	\$200.00
<b>Sub-Total</b>				<b>\$200.00</b>
Plus 15% Markup				\$30.00
<b>Total Materials.....</b>				<b>\$230.00</b>

**SUBCONTRACTOR EXPENSE**

<b>Sub-Total</b>	\$ 40.00
Plus 5% Markup	\$0.00
<b>Total Subcontractor Price .....</b>	<b>\$40.00</b>

**AFFIDAVIT**By:   
Martam Construction, Inc.

Total Labor	\$1,356.26
Total Equipment Expenses	\$733.63
Total Materials	\$230.00
Total Subcontractor Expenses	\$0.00
<b>SubTotal</b>	<b>\$2,319.89</b>

Bond Rate (\$19,470/\$3,728,195.50) = .52%  
 Bond 0.52% \$2,319.89 (Labor, Equip & Material only)  
 Plus 10% of Bond  
**Grand Total BHI**

55.01 12.06  
 50.50 1.21  
 12,000.00  
**2333.16**

#6

✓ BY: SC  
 12/19/11



**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County Du Page

Section

Route

District 1

Contractor Martam Construction

Contract No.

Report No. 22 Date 10/21/2011

Job No.

Authorization No.

Project No.

Description and Location of Work: Continued Preparatory Work Of 96" Pipe For 42" Blind Connection.

**LABOR**

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Phil Dolanoscio	2.0 (ST)
Louis Cervantes	2.0 (ST)
Louis Flores	2.0 (ST)
Gerardo Hernandez	2.0 (ST)
Joe Paul Dolanoscio	2.0 (ST)
Shelby Rancher	3.0 (ST)
Justin Arnold	2.0 3.0 (ST)

**EQUIPMENT USED**

**MATERIAL USED**

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
Komatsu 300 Backhoe	2.0	Vulcan Dump Fee	6
Case 621 Front End Loader	2.0		
Chevy Pick Up	2.0		
Semi w/dump	3.0		

REMARKS:

APPROVED:

Contractor Representative

APPROVED:

State Representative

Original: Contractor  
cc: District File

DD FORM 10-10-11



## Rental Rate Blue Book®

November 15, 2011

**Komatsu PC300LC-7 (disc. 2007)**  
Crawler Mounted Hydraulic Excavators



Size Class:  
Operating Weight: 33.1 - 40.0 MTons  
Weight:  
76,378 lbs.

### Configuration for PC300LC-7

Power Mode	Diesel	Bucket Capacity - Heaped	2.56 cy
Operating Weight	34.2 MT	Net Horsepower	248.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$11,655.00	\$3,265.00	\$815.00	\$120.00	\$80.70	\$146.82
Adjustments						
Region (Illinois: 101.3%)	\$151.52	\$42.45	\$10.60	\$1.58		
Model Year (2006: 98.4%)	(\$188.90)	(\$52.82)	(\$13.21)	(\$1.94)		
Ownership (100%)						
Operating (100%)						
<b>Total:</b>	<b>\$11,617.62</b>	<b>\$3,254.63</b>	<b>\$812.39</b>	<b>\$119.62</b>	<b>\$80.70</b>	<b>\$146.71</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$4,778.55 / mo
Overhaul (ownership)	43%	\$5,011.65 / mo
CFC (ownership)	8%	\$932.40 / mo
Indirect (ownership)	8%	\$932.40 / mo
Fuel (operating) @ \$4.11	53%	\$42.46 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

November 15, 2011

### Case 621E

4-Wd Articulated Wheel Loaders

Size Class:

160 - 174 HP

Weight:

27,400 lbs.



### Configuration for 621E

Power Mode	Diesel	Bucket Capacity-Heaped	2.56 cy
Net Horsepower	162.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
Adjustments						
Region (Illinois: 101.4%)	\$57.40	\$16.10	\$4.08	\$0.62		
Model Year (2008: 97.8%)	(\$91.40)	(\$25.65)	(\$6.47)	(\$0.98)		
Ownership (100%)						
Operating (100%)						
Total:	\$4,065.94	\$1,140.45	\$287.59	\$43.64	\$34.55	\$57.85

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.31 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Light Duty Trucks Miscellaneous Models

Size Class:  
200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$650.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.88	\$0.72	\$0.11		
Model Year (2007: 98.6%)	(\$22.45)	(\$6.22)	(\$1.55)	(\$0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
<b>Total:</b>	<b>\$637.95</b>	<b>\$176.66</b>	<b>\$44.17</b>	<b>\$6.87</b>	<b>\$24.75</b>	<b>\$26.37</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
CFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Truck Tractors

Miscellaneous Models

Size Class:

Gross Vehicle Weight: 60,001 GVW & Over

### Configuration for On-Highway Truck Tractors

Power Mode	Diesel	Axle Configuration	6X4
Maximum Gross Vehicle Weight	75,000 lbs	Horsepower	400.0

Equipment Notes: Non-Sleeper Cab

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,965.00	\$1,110.00	\$280.00	\$42.00	\$57.70	\$80.23
Adjustments						
Region (Illinois: 101.6%)	\$83.44	\$17.76	\$4.48	\$0.67		
Model Year (2001: 88.5%)	(\$483.27)	(\$129.69)	(\$32.72)	(\$4.91)		
Ownership (100%)						
Operating (100%)						
Total:	\$3,565.17	\$988.07	\$251.76	\$37.76	\$57.70	\$77.08

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,982.50 / mo
Overhaul (ownership)	32%	\$1,268.80 / mo
OFC (ownership)	6%	\$237.90 / mo
Indirect (ownership)	12%	\$475.80 / mo
Fuel (operating) @ \$4.11	70%	\$40.28 / hr

Revised Date: 2nd Half 2011



www.equipmentwatch.com

## Rental Rate Blue Book®

November 15, 2011

### On-Highway Rear Dump Semi Trailers

Miscellaneous Models

Size Class:  
All

### Configuration for On-Highway Rear Dump Semi Trailers

Capacity 21.0 cy Payload 24.0 t

### Blue Book Rates

\*\* FHWA Rates equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,215.00	\$340.00	\$85.00	\$13.00	\$4.90	\$11.80
Adjustments						
Region (Illinois: 102.2%)	\$26.73	\$7.48	\$1.87	\$0.29		
Model Year (2001: 92.8%)	(\$91.88)	(\$25.71)	(\$6.43)	(\$0.98)		
Ownership (100%)						
Operating (100%)						
Total:	\$1,149.84	\$321.77	\$80.44	\$12.31	\$4.90	\$11.43

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	\$473.85 / mo
Overhaul (ownership)	48%	\$583.20 / mo
OFC (ownership)	4%	\$48.60 / mo
Indirect (ownership)	9%	\$109.35 / mo
Fuel (operating)		

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2011



Materials Company and Affiliates

MIDWEST DIVISION, VULCAN CONSTRUCTION MATERIALS, LP  
1000 E. WARRENVILLE ROAD, SUITE 100 • NAPERVILLE, IL 60563 • TELEPHONE (630) 955-8500

# INVOICE

CUSTOMER NO: 0056276

INVOICE DATE: 10/27/11

INVOICE NO: 640039

INVOICE AMT: \$2,416.80

PAYMENT DUE: 11/26/11

SHIP TO:

14999 ST IMPROVEMENTS  
BIRSDALE  
983339  
BIRSDALE

SOLD TO:

MARTAM CONSTRUCTION INC.  
1200 GASKET DR  
ELGIN IL 60120-7305

OCT 31 2011

To ensure proper credit, please provide a remittance advice. In the absence of remittance advice, payments will be applied to the oldest invoice first. Please return top portion of invoice with payment to:

VULCAN MATERIALS  
14999 COLLECTIONS CENTER  
CHICAGO, IL 60693

INQUIRIES: (630) 955-8506

PLEASE DETACH AND RETURN WITH REMITTANCE

TAX EXEMPT I.D.: SEC 49 EXEMPT

SALES REP: LORI JEROMY (630-816-6700)

PLANT: MCCOOK CONSTRUCTION FILL

INVOICE NO.	INVOICE DATE	PLANT NO.	CUSTOMER NO.	SALES ORDER NO.	SALES REP.	PURCHASE ORDER NUMBER	LADING	FREIGHT
640039	10/27/11	178	0056276	746146	017			
DATE SHIPPED	TICKET	VEHICLE NO.	PROD. CODE	DESCRIPTION	UNIT	QUANTITY	PRICE	PICKUP AMOUNT
10/20/11	229222	REY165	A	026	DUMP CHG (DIRT)-SEMI	LOAD	1.00	40.000
					209248			
	229238	REY165	A		IEPA FEE - SEMI	002	1.00	2.400
					209194		1.00	40.000
					IEPA FEE - SEMI	002	1.00	2.400
						2.00		84.80
10/21/11	229251	MARTA38	A	026	DUMP CHG (DIRT)-SEMI	LOAD	1.00	40.000
					208162			
	229277	MARTA36	A		IEPA FEE - SEMI	002	1.00	2.400
					209193		1.00	40.000
	229284	MARTA38	A		IEPA FEE - SEMI	002	1.00	2.400
					208163		1.00	40.000
	229306	MARTA36	A		IEPA FEE - SEMI	002	1.00	2.400
					209193		1.00	40.000
	229312	MARTA38	A		IEPA FEE - SEMI	002	1.00	2.400
					208166		1.00	40.000
	229339	MARTA36	A		IEPA FEE - SEMI	002	1.00	2.400
					208164		1.00	40.000
	229352	MARTA38	A		IEPA FEE - SEMI	002	1.00	2.400
					208167		1.00	40.000
					IEPA FEE - SEMI	002	1.00	2.400
						7.00		296.80
10/24/11	229413	MARTA38	A	026	DUMP CHG (DIRT)-SEMI	LOAD	1.00	40.000
					208168			
	229466	REY643	A		IEPA FEE - SEMI	002	1.00	2.400
					208601		1.00	40.000
	229468	MARTA38	A		IEPA FEE - SEMI	002	1.00	2.400
					208169		1.00	40.000
					IEPA FEE - SEMI	002	1.00	2.400
TERMS: Net 30 Days from date of invoice.							TOTAL AMOUNT	
							Page 1 of 5	

## Authorization of Contract Change

OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

AUTHORIZATION NO. 10

Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
X9101000	PRES CONNECTION 8X8	1	EACH	\$5,000.00	\$ 5,000.00	\$ -
X9101001	CONNECT TO EXT 4" WM	2	EACH	\$1,300.00	\$ 2,600.00	\$ -
20800150	TRENCH BACKFILL	51.5	CY	\$34.00	\$ 1,751.00	\$ -
60266500	VV REMOVE	1	EACH	\$250.00	\$ 250.00	\$ -
XX004999	PVC WATER MAIN 8	69.5	FOOT	\$55.00	\$ 3,822.50	\$ -
TOTAL					\$ 13,423.50	\$ -
NET CHANGE					\$ 13,423.50	

### Description & Reason

During the installation of the 42" storm sewer thru the intersection of Chestnut and Monroe, a leak in the 4" water main that runs north-south on Monroe was discovered. Due to the deep excavation (approximately 18 feet) for the 42" storm sewer thru the intersection and after discussions with the Water Department, it was determined that the best option would be to replace the existing 4" water main with new 8" water main. This prevented the damaged water main from being suspended above the trench during the storm sewer installation.

## **Shawon Carlstrom**

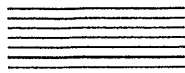
---

**From:** Daniel Deeter [ddeeter@villageofhinsdale.org]  
**Sent:** Monday, October 31, 2011 3:27 PM  
**To:** Shawon Carlstrom; Al Diaz  
**Subject:** Four Inch Water Main repair

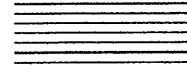
Talked to Dave, go ahead with the 4" WM repair/by-pass on Monroe tomorrow.

Dan Deeter, PE  
Village Engineer  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521-3489  
Ph: 630-789-7039  
Fax: 630-789-7016





# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



December 5, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: AUP-7, Eight Inch Pressure Connection**

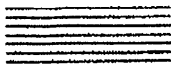
Dear Mr. Palmer:

Please accept the AUP of \$5,000.00 for an eight inch pressure connection

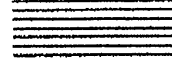
Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



October 3, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: AUP-3, Connect to Existing Watermain**

Dear Mr. Palmer:

Please accept the following AUP's:

Connect to existing 4" watermain	\$1,300.00
----------------------------------	------------

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

**Authorization of Contract Change**

OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

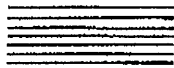
AUTHORIZATION NO. 11

Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
56105000	WATER VALVES 8	1	EACH	\$1,320.00	\$ 1,320.00	\$ -
FRC01100	LEVEL 3/PRES CON CONFLICT	488.31	DOLLAR	\$1.00	\$ 488.31	\$ -
TOTAL					\$ 1,808.31	\$ -

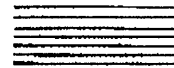
NET CHANGE \$ 1,808.31

**Description & Reason**

During the excavation of the 12" water main that runs E/W on Chicago, a level 3 ductbank was discovered to be in conflict with the proposed pressure connection between the new 8" water main on Thurlow and the existing 12" water main on Chicago. After consulting with the Village and their Water Department, all parties agreed to the proposed solution of installing a valve sideways underneath the level 3 ductbank. Martam will be compensated for the downtime associated with making this decision.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



January 30, 2012

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

*Auth # 11*

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account-3, Level 3 Conflict**

Dear Mr. Palmer:

Please approve the attached force account in the amount of \$488.31, for the additional work performed.

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

Route:

Section:

County: DuPage

## FORCE ACCOUNT BILL FOR:

While excavating for the pressure connection at Chicago and Thirlow Martam encountered an unknown Level 3 in direct conflict with the proposed work so a new plan was put in place in order to proceed with the work.

District: 1 Job No.:

Project: Chestnut Street - Village of Hinsdale

Martam Job No.: 955

		Total Hours			Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemployment Tax	
		S.T.	O.T.	D.T.				F.U.T.	S.U.T.
October 4, 2011									
Bradley Bond	Operator	0.5			\$ 44.30	\$ 22.15	\$ 22.15	>12,740	\$0.00
Dawn Daudeyman	Operator	0.5			\$ 42.75	\$ 21.38	\$ 21.38	>12,740	\$0.00
Pedro Maldonado	Laborer	0.5			\$ 35.20	\$ 17.60	\$ 17.60	>12,740	\$0.00
Ruperto Cazares	Laborer	0.6			\$ 35.20	\$ 17.60	\$ 17.60	>12,740	\$0.00
Eduardo Maldonado	Laborer, Foreman	0.5			\$ 36.85	\$ 18.28	\$ 18.28	>12,740	\$0.00
Jay Losh	Teamster	0.5			\$ 35.15	\$ 17.58	\$ 17.58	>12,740	\$0.00
Davor Sturlic	Teamster	0.5			\$ 35.15	\$ 17.58	\$ 17.58	>12,740	\$0.00
Subtotals, Labor		3.50	0.00	0.00	\$ 132.15	\$ 132.15		\$0.00	\$0.00

	# of hrs	Rate	
Cement Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	1.5	\$21.72	\$32.58
Teamsters Pension & Welfare	1	\$16.89	\$16.89
Operators Pension & Welfare	1	\$25.58	\$25.58
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotals, Labor + Union			\$ 207.21
Plus 35% of.....			\$207.21
Subtotals, Labor			\$279.73
Plus: Workman's Comp Ins. Operators	15.46%	\$ 43.83	\$6.73
Plus: Workman's Comp Ins. Laborers	9.49%	\$ 53.48	\$5.07
Plus: Workman's Comp Ins. Cement Mason	21.85%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ 35.15	\$6.34
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.81%	\$ 97.00	\$5.41
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ 132.15	\$8.19
Total Payroll Additives			\$31.78
Plus 10% of.....			\$31.78
Total Labor			\$34.70

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

## EQUIPMENT EXPENSE (Blue Book Rates)

	TOTAL HOURS	RATE	AMOUNT
Komatsu 180 Excavator	0.5	\$ 77.30	\$ 38.65
Caso 621 Front End Loader	0.5	\$ 58.17	\$ 29.09
Semi Truck w/ Dump Trailer	0.5	\$ 88.95	\$ 44.48
Semi Truck w/ Dump Trailer	0.5	\$ 88.02	\$ 44.01
Chevy 2500 Pick Up Truck	0.5	\$ 28.22	\$ 14.11
Total equipment expense			\$ 170.83

## MATERIAL EXPENSE

QTY	PRICE	WM	TOTAL
			\$0.00
			\$0.00
Sub-Total			\$0.00
Plus 15% Markup			\$0.00
Total Materials			\$0.00

## SUBCONTRACTOR EXPENSE

<b>Sub-Total</b>		<b>\$0.00</b>
<b>Plus 5% Markup</b>		<b>\$0.00</b>
<b>Total Subcontractor Price</b>	1.000	

## AFFIDAVIT

MARTAM CONSTRUCTION, INC.

By:

Martam Construction, Inc.

Total Labor	\$314.70
Total Equipment Expenses	\$170.83
Total Materials	\$0.00
Total Subcontractor Expenses	\$0.00
SubTotal	\$485.53
Bond Rate (\$19,470/\$3,728,195.50) = .52%	
Bond 0.52%	\$2.52
Plus 10% of Bond	\$0.25
Grand Total Bill	\$488.31

/ BY: SC 1/31/12



# Illinois Department of Transportation

## Extra Work Daily Report

County Du Page

Section

Route

District 1

Contractor Martam Construction

Contract No.

Report No. 3 Date 10/04/2011

Job No.

Authorization No.

Project No.

While excavating for the pressure connection at Chicago and Thurlow Martam encountered an unknown Level 3 in direct conflict with the proposed work so a new plan was put in place in order to proceed with the work.

Description and Location of Work:

### LABOR

Name, Worker Classification	Total Hours Worked (Double Time, Overtime)
Brian Bonds (LAWRENCE)	0.5 12:00
Peter Maldonado (LAWRENCE)	0.5 12:00
Dawn Deuderman (LAWRENCE)	0.5 12:00
Ruberto C. (LAWRENCE)	0.5 12:00
Jay (Teamster)	0.5 12:00
Eduardo Maldonado (LAWRENCE)	0.5 12:00
Dave S. (Teamster)	0.5 12:00

### EQUIPMENT USED

### MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
Komatsu 180 Backhoe	0.5 12:00		
Case 621 Front End Loader	0.5 12:00		
Sanford Pump	1.0 12:00		
F180 Pick-Up Chevy 4500	0.5 12:00		

REMARKS:

APPROVED:

APPROVED:

AS AMENDED

Original: Contractor  
Printed 01/06/2012

BC 636 (Rev. 05/07)



www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### Komatsu PC160LC-7 (16.1 - 19.0 MTons) (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:

16.1 - 19.0 MTons 16.1 - 19.0 MTons

Weight:

36,640 lbs.

### Configuration for PC160LC-7 (16.1 - 19.0 MTons)

Power Mode	Diesel	Bucket Capacity - Heaped	.85 cy
Operating Weight	16.6 MT	Net Horsepower	115.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$8,670.00	\$1,870.00	\$470.00	\$71.00	\$40.10	\$78.00
Adjustments						
Region (Illinois: 101.3%)	\$86.71	\$24.31	\$6.11	\$0.92		
Model Year (2006: 96.9%)	(\$209.46)	(\$58.72)	(\$14.76)	(\$2.23)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$6,547.25	\$1,835.59	\$461.35	\$69.69	\$40.10	\$77.30

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,734.70 / mo
Overhaul (ownership)	43%	\$2,868.10 / mo
CFC (ownership)	8%	\$533.60 / mo
Indirect (ownership)	8%	\$533.60 / mo
Fuel (operating) @ \$4.11	42%	\$17.02 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

January 30, 2012

### Case 621E

4-Wd Articulated Wheel Loaders

Size Class:

150 - 174 HP 150 - 174 HP

Weight:

27,406 lbs.



### Configuration for 621E

Power Mode	Diesel	Bucket Capacity-Heaped	2.56 cy
Net Horsepower	162.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
Adjustments						
Region (Illinois: 101.4%)	\$57.40	\$16.10	\$4.06	\$0.62		
Model Year (2010: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,157.40	\$1,166.10	\$294.06	\$44.62	\$34.55	\$58.17

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.31 / hr

Revised Date: 2nd Half 2011





Dave Shurlic

www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Truck Tractors

Miscellaneous Models

Size Class:

60,001 GVW & Over 60,001 GVW & Over

### Configuration for On-Highway Truck Tractors

Power Mode	Diesel	Axle Configuration	6X4
Maximum Gross Vehicle Weight	75,000 lbs	Horsepower	400.0

Equipment Notes: Non-Sleeper Cab

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,965.00	\$1,110.00	\$280.00	\$42.00	\$57.70	\$80.23
Adjustments						
Region (Illinois: 101.6%)	\$63.44	\$17.76	\$4.48	\$0.67		
Model Year (1999: 87%)	(\$523.70)	(\$146.61)	(\$36.98)	(\$5.55)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$3,504.74	\$981.15	\$247.50	\$37.12	\$57.70	\$77.61

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,982.50 / mo
Overhaul (ownership)	32%	\$1,268.80 / mo
GFC (ownership)	6%	\$237.90 / mo
Indirect (ownership)	12%	\$475.80 / mo
Fuel (operating) @ \$4.11	70%	\$40.28 / hr

Revised Date: 2nd Half 2011



Dave Sturlic

www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Rear Dump Semi Trailers

Miscellaneous Models

Size Class:

All All

### Configuration for On-Highway Rear Dump Semi Trailers

Capacity 21.0 cy Payload 24.0 t

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,215.00	\$340.00	\$85.00	\$13.00	\$4.90	\$11.80
Adjustments						
Region (Illinois: 102.2%)	\$26.73	\$7.48	\$1.87	\$0.29		
Model Year (2000: 92.3%)	(\$95.61)	(\$26.76)	(\$6.69)	(\$1.02)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-	-	
Total:	\$1,146.12	\$320.72	\$80.18	\$12.27	\$4.90	\$11.41

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$473.85 / mo
Overhaul (ownership)	48%	\$583.20 / mo
CFC (ownership)	4%	\$48.60 / mo
Indirect (ownership)	9%	\$109.35 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 2nd Half 2011



Jay Losh

www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Truck Tractors

Miscellaneous Models

Size Class:

60,001 GVW & Over 60,001 GVW & Over

### Configuration for On-Highway Truck Tractors

Power Mode	Diesel	Axle Configuration	6X4
Maximum Gross Vehicle Weight	75,000 lbs	Horsepower	400.0

Equipment Notes: Non-Sleeper Cab

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,965.00	\$1,110.00	\$280.00	\$42.00	\$57.70	\$80.23
Adjustments						
Region (Illinois: 101.6%)	\$63.44	\$17.76	\$4.48	\$0.67		
Model Year (1997: 86.9%)	(\$527.73)	(\$147.74)	(\$37.27)	(\$5.59)		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$3,500.71	\$880.02	\$247.21	\$37.08	\$57.70	\$77.59

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$1,982.50 / mo
Overhaul (ownership)	32%	\$1,268.80 / mo
CFC (ownership)	6%	\$237.90 / mo
Indirect (ownership)	12%	\$475.80 / mo
Fuel (operating) @ \$4.11	70%	\$40.28 / hr

Revised Date: 2nd Half 2011



Jay Losh

www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Rear Dump Semi Trailers

Miscellaneous Models

Size Class:

All All

### Configuration for On-Highway Rear Dump Semi Trailers

Capacity	21.0 cy	Payload	24.0 t
----------	---------	---------	--------

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,215.00	\$340.00	\$85.00	\$13.00	\$4.90	\$11.80
Adjustments						
Region (Illinois: 102.2%)	\$26.73	\$7.48	\$1.87	\$0.29		
Model Year (1996: 91.5%)	(\$105.55)	(\$29.54)	(\$7.38)	(\$1.13)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$1,136.18	\$317.94	\$79.49	\$12.16	\$4.90	\$11.36

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$473.85 / mo
Overhaul (ownership)	48%	\$583.20 / mo
CFC (ownership)	4%	\$48.60 / mo
Indirect (ownership)	9%	\$109.35 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 2nd Half 2011



Cherry 2000  
2500

www.equipmentwatch.com

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

200 - 299 HP 200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$650.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.88	\$0.72	\$0.11		
Model Year (2000: 92.5%)	(\$49.53)	(\$13.72)	(\$3.43)	(\$0.53)		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$610.87	\$169.16	\$42.29	\$6.58	\$24.75	\$28.22

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
CFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011

**Authorization of Contract Change**

OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

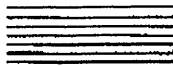
AUTHORIZATION NO. 12

Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
FRC01200	INSTALL ADDT WATER VALVE	775.79	DOLLAR	\$1.00	\$ 775.79	\$ -
TOTAL					\$ 775.79	\$ -

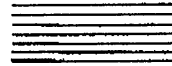
NET CHANGE \$ 775.79

**Description & Reason**

The Water Department requested a water valve for the 6" water service at 534 Chestnut. Martam installed the valve that was supplied by the Water Department.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



January 30, 2012

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

*Auth #12*

**RE: Village of Hinsdale Proposed Street Improvements:**  
**Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets**  
**CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account-11, Additional Valve Installation**

Dear Mr. Palmer:

Please approve the attached force account in the amount of \$775.79, for the additional work performed.

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

Route:

Section:

County: DuPage

Report No. 11

Auth. No.

Contract No.

FORCE ACCOUNT BILL FOR:

Village of Hinsdale requested that an additional valve be installed after our work was completed

District: 1 Job No.:

Project: Chestnut Street - Village of Hinsdale

Martam Job No.: 955

October 10, 2011			Total Hours			Insurance Amount	Payroll Amount	Week-End Earnings To Date	Payroll Eligible for Unemploy Tax	
			S.T.	O.T.	D.Y.				F.U.T.	S.U.T.
	Bradley Bond	Operator		1.0		\$ 44.30	\$ 44.30	\$ 66.45	>12,740	\$0.00
	Dawn Dauderman	Operator		1.0		\$ 42.75	\$ 42.75	\$ 64.13	>12,740	\$0.00
	Pedro Maldonado	Laborer		1.0		\$ 35.20	\$ 35.20	\$ 52.80	>12,740	\$0.00
	Ruperto Canales	Laborer		1.0		\$ 35.20	\$ 35.20	\$ 52.80	>12,740	\$0.00
	Eduardo Maldonado	Laborer, Foreman		1.0		\$ 36.55	\$ 36.55	\$ 54.83	>12,740	\$0.00
Subtotals, Labor			0.00	5.00	0.00	\$ 194.00	\$ 291.00		\$0.00	\$0.00

	# of hrs	Rate	
Current Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	3	\$21.72	\$65.16
Teamsters Pension & Welfare	0	\$16.89	\$0.00
Operators Pension & Welfare	2	\$25.58	\$51.16
Carpenters Pension & Welfare	0	\$24.32	\$0.00
Subtotals, Labor + Union			\$ 497.33
Plus 35% of.....			\$142.57
Subtotals, Labor			\$639.90
Plus: Workman's Comp Ins. Operators	15.48%	\$ 87.05	\$13.48
Plus: Workman's Comp Ins. Laborers	9.48%	\$ 106.95	\$10.15
Plus: Workman's Comp Ins. Cement Mason	21.65%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ -	\$0.00
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.61%	\$ 194.00	\$10.88
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ 291.00	\$18.04
Total Payroll Additives			\$52.63
Plus 10% of.....			\$5.26
Total Labor			\$697.88

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

	TOTAL HOURS	RATE	AMOUNT
Komatsu 180 Excavator	1.0	\$ 77.30	\$ 77.30
Caterpillar 621 Front End Loader	1.0	\$ 58.17	\$ 58.17
Chevy 2500 Pick Up Truck	1.0	\$ 28.22	\$ 28.22
Total equipment expense			\$ 163.69

**MATERIAL EXPENSE**

QTY	PRICE	U/M	TOTAL
			\$0.00
Sub-Total			\$0.00
Plus 15% Markup			\$0.00
Total Materials			\$0.00
SUBCONTRACTOR EXPENSE			TOTAL

47 Sub-Total	\$0.00
Plus 5% Markup	\$0.00
Total Subcontractor Price	\$0.00

**AFFIDAVIT**

MARTAM CONSTRUCTION, INC.

By:

Martam Construction, Inc.

Total Labor	\$697.88
Total Equipment Expenses	\$163.69
Total Materials	\$0.00
Total Subcontractor Expenses	\$0.00
SubTotal	\$771.37
Bond Rate (\$19,470/\$3,728,195.50) = .52%	
Bond	\$4.01
Plus 10% of Bond	\$0.40
Grand Total Bill	\$775.78

✓ BY: SC 1/31/12





**County** Du Page

## Section

## Router

District 1

**Contractor** Martam Construction

**Contract No.**

Report No. 11 Date 10/10/2011

**Job No.****Authorization No.**

Project No. \_\_\_\_\_

**Description and Location of Work:**

After our work was completed, the Village requested that an additional valve be installed after our work was completed.

## LABOR

[illegible]

REMARKS:

**APPROVED:**

**APPROVED:**

## AS AMENDS

Original: Contractor  
Printed: 01/08/2012

BC 635 (Rev. 05/07)

## Rental Rate Blue Book®

January 30, 2012

### Komatsu PC160LC-7 (16.1 - 19.0 MTons) (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:

16.1 - 19.0 MTons 16.1 - 19.0 MTons

Weight:

36,640 lbs.

### Configuration for PC160LC-7 (16.1 - 19.0 MTons)

Power Mode	Diesel	Bucket Capacity - Heaped	.85 cy
Operating Weight	16.6 MT	Net Horsepower	115.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$6,670.00	\$1,870.00	\$470.00	\$71.00	\$40.10	\$78.00
<b>Adjustments</b>						
Region (Illinois: 101.3%)	\$86.71	\$24.31	\$6.11	\$0.92		
Model Year (2006: 96.9%)	(\$209.46)	(\$58.72)	(\$14.76)	(\$2.23)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
<b>Total:</b>	<b>\$6,547.25</b>	<b>\$1,835.59</b>	<b>\$461.35</b>	<b>\$69.69</b>	<b>\$40.10</b>	<b>\$77.30</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,734.70 / mo
Overhaul (ownership)	43%	\$2,868.10 / mo
CFC (ownership)	8%	\$533.60 / mo
Indirect (ownership)	8%	\$533.60 / mo
Fuel (operating) @ \$4.11	42%	\$17.02 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

January 30, 2012

### Case 621E

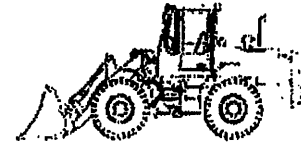
4-Wd Articulated Wheel Loaders

Size Class:

150 - 174 HP 150 - 174 HP

Weight:

27,406 lbs.



### Configuration for 621E

Power Mode	Diesel	Bucket Capacity-Heaped	2.56 cy
Net Horsepower	162.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
<b>Adjustments</b>						
Region (Illinois: 101.4%)	\$57.40	\$16.10	\$4.06	\$0.62		
Model Year (2010: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
<b>Total:</b>	<b>\$4,157.40</b>	<b>\$1,166.10</b>	<b>\$294.06</b>	<b>\$44.62</b>	<b>\$34.55</b>	<b>\$58.17</b>

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.31 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

January 30, 2012

### On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:

200 - 299 HP 200 - 299 HP

### Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	285.0		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$650.00	\$180.00	\$45.00	\$7.00	\$24.75	\$28.44
Adjustments						
Region (Illinois: 101.6%)	\$10.40	\$2.88	\$0.72	\$0.11		
Model Year (2000: 92.5%)	(\$49.53)	(\$13.72)	(\$3.43)	(\$0.53)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$610.87	\$169.16	\$42.29	\$6.58	\$24.75	\$28.22

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$377.00 / mo
Overhaul (ownership)	27%	\$175.50 / mo
CFC (ownership)	5%	\$32.50 / mo
Indirect (ownership)	10%	\$65.00 / mo
Fuel (operating) @ \$3.84	84%	\$20.79 / hr

Revised Date: 2nd Half 2011

**Authorization of Contract Change**

OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

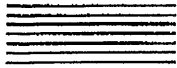
AUTHORIZATION NO. 13

Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
X9101300	CUT & CAP 12" WM	2	EACH	\$1,800.00	\$ 3,600.00	\$ -
TOTAL					\$ 3,600.00	\$ -

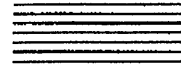
NET CHANGE \$ 3,600.00

Description & Reason

The Water Department requested that the Contractor cut and cap the existing 12" raw water feed at Chestnut and Clay.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



October 12, 2011

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: AUP-5, [REDACTED] 12" Cup and Cap WM**

Dear Mr. Palmer:

Please accept the following AUP's:

[REDACTED]  
Cup and Cap Existing 12" Watermain (per Ralph) \$1,800.00

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.

**Authorization of Contract Change**

OWNER Village of Hinsdale  
CONTRACTOR Martam  
ENGINEER Clark Dietz  
PROJECT Chestnut St.

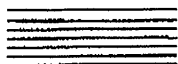
AUTHORIZATION NO. 14

Item No.	Pay Item	Quantity	Unit	Unit Price	Addition	Deduction
FRC01400	WATERMAIN REPAIR	597.55	DOLLAR	\$1.00	\$ 597.55	\$ -
TOTAL					\$ 597.55	\$ -

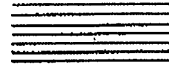
NET CHANGE \$ 597.55

Description & Reason

The existing 4" water main on Thurlow was leaking, so the Water Department asked Martam to repair the water main with a sleeve.



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



January 16, 2012

Mr. Christopher J. Palmer, P.E.  
Clark-Dietz, Inc  
5017 Green Bay Road  
Suite 126  
Kenosha, WI 53144

**RE: Village of Hinsdale Proposed Street Improvements:  
Chesnut, Quincy, Bruner, S. Alley E. of Bruner, Bodin, & Thurlow Streets  
CDI# H0030100-IEPA Loan# L174509**

**Subject: Martam Force Account- 23, Repair Existing Watermain**

Dear Mr. Palmer:

Please approve the attached force account in the amount of ~~\$594.93~~ for the watermain repair made by Martam.

597.55

Respectfully,

*Chris Margewich*

Christopher J. Margewich  
Project Manager  
Martam Construction Inc.



Route:

Section:

County: DuPage

FORCE ACCOUNT BILL FOR:

The existing watermain was leaking on Thurlow, which Martam repaired while onsite.

District: 1 Job No.:  
Martam Job No.: 955

Project: Chestnut Street - Village of Hinsdale

October 21, 2011		Total Hours			Rate	Insurance Amount	Payroll Amount	Week-End Earnings to Date	Payroll Eligible for Unemploy Tax	
		S.T.	O.T.	D.T.					F.U.T.	S.U.T.
	Bradley Bond	Operator	1.00		\$44.30	\$ 44.30	\$ 44.30	>12,740	\$0.00	\$0.00
	Eduardo Maldonado	Laborer, Foreman	1.00		\$36.55	\$ 36.55	\$ 36.55	>12,740	\$0.00	\$0.00
	Dawn Dauderman	Operator	1.00		\$42.75	\$ 42.75	\$ 42.75	>12,740	\$0.00	\$0.00
	Shelby Rencher	Teamster	2.00		\$35.15	\$ 70.30	\$ 70.30	>12,740	\$0.00	\$0.00
	<b>Subtotals, Labor</b>		<b>5.00</b>	<b>0.00</b>	<b>0.0</b>	<b>\$ 183.90</b>	<b>\$ 183.90</b>		<b>\$0.00</b>	<b>\$0.00</b>

	# of hrs	Rate	
Cement Masons Pension & Welfare	0	\$25.80	\$0.00
Laborers Pension & Welfare	1	\$21.72	\$21.72
Teamsters Pension & Welfare	2	\$16.09	\$33.78
Operators Pension & Welfare	2	\$25.58	\$51.16
Carpenters Pension & Welfare	0	\$24.32	\$0.00
<b>Subtotals, Labor + Union</b>			<b>\$ 300.57</b>
Plus 35% of.....		\$300.57	<b>\$105.20</b>
<b>Subtotals, Labor</b>			<b>\$405.77</b>
Plus: Workman's Comp Ins. Operators	15.46%	\$ 87.05	\$13.46
Plus: Workman's Comp Ins. Laborers	9.49%	\$ 35.55	\$3.47
Plus: Workman's Comp Ins. Cement Mason	21.65%	\$ -	\$0.00
Plus: Workman's Comp Ins. Teamsters	18.05%	\$ 70.30	\$12.68
Plus: Workman's Comp Ins. Carpenters	25.81%	\$ -	\$0.00
Public Liability and Property Damage Ins.	5.61%	\$ 123.60	\$6.93
Federal Unemployment Tax	0.80%	\$ -	\$0.00
State Unemployment Tax	7.25%	\$ -	\$0.00
Federal Social Security Tax	6.20%	\$ 183.90	\$12.02
<b>Total Payroll Additives</b>			<b>\$48.57</b>
Plus 10% of.....		\$48.57	<b>\$4.86</b>
<b>Total Labor</b>			<b>\$459.20</b>

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

Martam Construction, Inc.

**EQUIPMENT EXPENSE (Blue Book Rates)**

	TOTAL HOURS	RATE	AMOUNT
Komatsu PC-160 Backhoe	1	\$77.30	\$ 77.30
Case 621E Front End Loader	1	\$57.65	\$ 57.65
<b>Total equipment expense</b>			<b>\$ 134.95</b>

**MATERIAL EXPENSE**

	QTY	PRICE	UM	TOTAL
<b>Sub-Total</b>				<b>\$0.00</b>
<b>Plus 15% Markup</b>				<b>\$0.00</b>
<b>Total Materials</b>				<b>\$0.00</b>

**SUBCONTRACTOR EXPENSE**

<b>Sub-Total</b>	<b>\$0.00</b>
<b>Plus 5% Markup</b>	<b>\$0.00</b>
<b>Total Subcontractor Price</b>	<b>\$0.00</b>

**AFFIDAVIT**

MARTAM CONSTRUCTION, INC.

By:

Martam Construction, Inc.

Total Labor	\$459.20
Total Equipment Expenses	\$134.95
Total Materials	\$0.00
Total Subcontractor Expenses	\$0.00
<b>SubTotal</b>	<b>\$594.15</b>

Bond Rate (\$19,470/\$3,728,195.50) = .52%

Bond	0.52%	\$594.15 (Labor, Equip & Material only)	\$0.78
Plus 10% of Bond			\$0.07
<b>Grand Total BIM</b>			<b>\$594.93</b>

597.55

✓ BY: SC  
1/17/12



**Illinois Department  
of Transportation**

**Extra Work Daily Report**

County Du Page

Section

Route

District 1

Contractor Martam Construction

Contract No.

Report No. 23

Date 10/21/2011

Job No.

Authorization No.

Project No.

Description and Location of Work: The existing watermain was leaking on Thurlow, which Martam repaired while enroute.

**LABOR**

Name, Worker Classification	Total Hours Worked (Straight Time, Overtime)
Brad Bonds	1.0 (ST)
Edie Maldonado	1.0 (ST)
Dawn Dauderman	1.0 (ST)
Shelby Rancher	2.0 (ST)

**EQUIPMENT USED**

**MATERIAL USED**

Description <small>List Manufacturer, Model, Year Built, Capacity</small>	Number of Hours	Description	Quantity
Komatsu 160 Backhoe	1.0		
Case 621 Ford End Loader	1.0		

REMARKS:

APPROVED:

APPROVED:

Original: Contractor  
cc: District File

## Rental Rate Blue Book®

January 11, 2012

### Komatsu PC160LC-7 (16.1 - 19.0 MTons) (disc. 2010)

Crawler Mounted Hydraulic Excavators



Size Class:

Operating Weight: 16.1 - 19.0 MTons

Weight:

36,640 lbs.

### Configuration for PC160LC-7 (16.1 - 19.0 MTons)

Power Mode	Diesel	Bucket Capacity - Heaped	.85 cy
Operating Weight	16.6 MT	Net Horsepower	115.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$6,670.00	\$1,870.00	\$470.00	\$71.00	\$40.10	\$78.00
Adjustments						
Region (Illinois: 101.3%)	\$66.71	\$24.31	\$6.11	\$0.92		
Model Year (2006: 96.9%)	(\$209.46)	(\$58.72)	(\$14.76)	(\$2.23)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$6,547.25	\$1,835.59	\$461.35	\$69.69	\$40.10	\$77.30

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$2,734.70 / mo
Overhaul (ownership)	43%	\$2,868.10 / mo
CFC (ownership)	8%	\$533.60 / mo
Indirect (ownership)	8%	\$533.60 / mo
Fuel (operating) @ \$4.11	42%	\$17.02 / hr

Revised Date: 2nd Half 2011

## Rental Rate Blue Book®

January 11, 2012

### Case 621E

4-Wd Articulated Wheel Loaders

Size Class:  
150 - 174 HP  
Weight:  
27,400 lbs.



### Configuration for 621E

Power Mode	Diesel	Bucket Capacity-Heaped	2.56 cy
Net Horsepower	162.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.  
Configuration Notes: with EROPS

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,100.00	\$1,150.00	\$290.00	\$44.00	\$34.55	\$57.85
Adjustments						
Region (Illinois: 101.4%)	\$57.40	\$16.10	\$4.06	\$0.62		
Model Year (2008: 97.8%)	(\$91.46)	(\$25.65)	(\$6.47)	(\$0.98)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$4,065.94	\$1,140.45	\$287.59	\$43.64	\$34.55	\$57.85


### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$1,845.00 / mo
Overhaul (ownership)	33%	\$1,353.00 / mo
CFC (ownership)	10%	\$410.00 / mo
Indirect (ownership)	12%	\$492.00 / mo
Fuel (operating) @ \$4.11	62%	\$21.31 / hr

Revised Date: 2nd Half 2011

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b> Community		
<b>SECTION NUMBER</b> EPS Consent Agenda		<b>DEPARTMENT</b> Development		
<b>ITEM</b> Engineering Services for Construction Observation of the 2012 Road Reconstruction Project		<b>APPROVAL</b> Daniel M. Deeter Village Engineer		
<p>On 01/31/12, Request For Proposals (RFP) for construction observation services for the 2012 Road Construction Project (N. Washington/N. Grant) was sent to four consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 02/24/12 and the proposals were evaluated against the RFP requirements.</p> <p>The four consultants asked to provide proposals for the construction observation services include Clark Dietz, Inc. (who designed the plans), HR Green, J.J. Benes and Associates, and Rempe-Sharpe &amp; Associates. The proposals submitted are attached. After reviewing the proposals, staff is recommending J.J. Benes and Associates to provide the construction observation services.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p><b>Motion: To Award the Engineering Services for the Construction Observation of the 2012 Road Reconstruction Project to J.J. Benes and Associates, Inc. in the amount not to exceed \$194,406.00.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**N. Washington/N. Grant Project  
2012 Reconstruction Project  
Hinsdale, IL**

**Date: 2/28/2012**

Subject: Requests for Proposals

		JJ Benes	Clark Dietz	HR Green	Rempe-Sharpe
	Bid	\$ 194,406	\$ 279,510	\$ 249,790	\$ 199,533
	Man-Hrs	2,638	2,594	1,952	2,313
	Complies w/rules & regulations	Yes	Yes	Yes	Yes
1	MFT format	Yes	Yes	Yes	Yes
3a.	Attend meetings including weekly project mtg	Yes	Yes	Yes	Yes
3b.	On-site observation - full time	Yes	Yes	Yes	Yes
3c.	Proj. diary/wkly rpts	Yes	Yes	Yes	Yes
	Advise chg timely manner	Yes	Yes	Yes	Yes
3c.	Villages liaison	Yes	Yes	Yes	Yes
3d.	Document qlys / QA, testing	Yes	Yes	Yes	Yes
	QA estimated cost	\$ 9,000	\$ 15,000	\$ 28,600	\$ 16,300
3e.	Daily inspect traffic control	Yes	Yes	Yes	Yes
3f.	ID unapproved materials/eq.	Yes	Yes	Yes	Yes
3g.	Monitor contract CCDD req'mts	Yes	Yes	Yes	Yes
3h.	Review applications for payment	Yes	Yes	Yes	Yes
3i.	Inspect improvements / punch list / close-out	Yes	Yes	Yes	Yes
3j.	Coord. For record drawings	Yes	Yes	Yes	Yes
3k.	Track budget by street/phase	Yes	Yes	Yes	Yes
4	ID scope changes.	Yes	Yes	Yes	Yes
	Construction Start	2012 Season	April/May 2012	05/01/12	04/09/12
	Construction Completion	11/30/12	11/30/12	11/30/12	11/29/12



**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

February 24, 2012

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

**Re: 2012 Reconstruction Project - Proposal**

Dear Dan:

James J. Benes and Associates, Inc. appreciate the opportunity to submit this Proposal to provide construction engineering services for the Village's 2012 Reconstruction Project. We have provided similar services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. The following sections outline our understanding of the scope of improvement and the specific engineering services to be provided. The "Compensation" section and attached "Estimate of Manhours and Costs" presents the estimated manhours and costs and not-to-exceed cost to complete the specified services. In addition, attached are recent projects and references for your use. Additional projects can be provided upon request.

James J. Benes & Associates, Inc. is pre qualified by the Illinois Department of Transportation to provide construction services. In addition we have successfully provided construction services in residential settings for our many Municipal Clients and are regularly engaged with residents, staff and contractors to address all concerns such as maintenance of emergency services access, temporary resident access or accommodation of residents with special health needs and many other situations that require dedicated and trained staff.

If selected, we will provide an agreement in a form acceptable to the Village.

## **UNDERSTANDING OF PROJECT**

The Village of Hinsdale's 2012 Reconstruction Program will include the following elements:

### **Stage 1**

Stage 1 improvements consist of the complete roadway reconstruction in full depth bituminous pavement, new curb and gutter, driveway aprons, and landscape restorations at each of the following locations and also include the significant work elements identified below:

1. Washington Street from Maple Street Ayres Street; Including new water main, new storm sewer and combined sewer repairs.
2. Walnut Street from Washington to Garfield; Including new storm sewer.
3. Stage 1 shall be substantially completed no later than September 4, 2012.

### **Stage 2**

Stage 2 improvements consist of the complete roadway reconstruction in full depth bituminous pavement, new curb and gutter, driveway aprons, and landscape restorations at the following locations and include the significant work elements identified below:

1. Washington Street Ayres Street to Ogden Avenue; Including new water main, new storm sewer and combined sewer repairs.
2. Lansing Street from Washington to Lincoln Street; Including new sanitary sewer
3. Stage 2 shall be substantially completed no later than September 4, 2012.

### **Stage 3**

Stage 3 improvements consist of the complete roadway reconstruction in full depth bituminous pavement, new curb and gutter, driveway aprons, and landscape restorations at the following locations and include the significant work elements identified below:

1. Grant Street from North Street to Center Street; Including new water main, sanitary sewer and storm sewer.
2. Stage 3 shall be substantially completed by October 19, 2012.

The entire improvements will be constructed during the 2012 construction season and includes Final Completion no later than November 30, 2012.

The Village desires professional engineering services to perform construction services including construction observation, interpretation of plans and specifications, public liaison work, material and quantity documentation and project closeout. The specific services to be provided are outlined in the Project Approach section of the Proposal.

## **PROJECT APPROACH**

The scope of services are based on the Request for Proposals (RFP) dated January 31, 2011 including the Project Details sheet attached to the RFP as page 3 of 3.

Construction engineering shall meet the Village Requirements to provide a full time Resident Engineer. The specific tasks associated with each of these phases are outlined below. It is the intent of this proposal to advise the Village of Hinsdale that if selected James J. Benes & Associates, Inc. will provide the Village with the services of highly qualified personnel with not less than 15 years of construction observation in all facets of specified work, technical experience to solve or resolve issues in the field expeditiously minimizing costs to the Village and skills to provide the necessary documentation and coordination required of this project in a residential setting. In addition the principal in charge will be available 24/7 for consult to address the concerns or needs of the Village.

The pre construction meeting will set in motion the Village's expectations, specific requirements for maintenance access, adequate notice, contact numbers, special conditions or considerations such as use of water from hydrants or private residents, identify special needs of the affected residents , provisions for refuse pickup, notification to emergency services for road blockages, procedures for the interruption of water service, other competing construction activities coordination, graduation parties or family functions cooperation, material and equipment storage, truck access routes and other specific issues that will be identified from our experience in performing construction services.



Given the scope of work, our analysis has concluded that the Contractor will need to work on Saturdays to achieve Final Completion by the November 30<sup>th</sup> date. Our estimate of man hours and costs includes work on Saturdays and all hours of contractor work.

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

### **CONSTRUCTION ENGINEERING SERVICES**

1. We will attend the pre-construction and weekly construction meetings with the Village and Contractor to review the project requirements and, scheduling, sub-contractors, and other matters associated with the construction of the project.
2. We will establish the limits of construction and will check the Contractor's general layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines and to assure compliance with the Contract Plans and Specifications as prepared by Clark Dietz, Inc., the Village of Hinsdale Standard Details and Construction Requirements, the IDOT Standard Specification for Road and Bridge Construction in Illinois and the Standard Specifications for Sewer and Water Main Construction in Illinois.

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
  - Expediting the work for the Contractor.
  - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Maintenance of a Project Diary, preparation of Daily Inspection Reports and weekly progress reports using standard IDOT documentation guidelines and forms.
  5. Serve as the Village liaison with the Contractor, public and private utilities, jurisdictional agencies and the general public.
  6. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
  7. All identified additional work items due to unforeseen circumstances will be addressed immediately with Village Staff to assure awareness of potential or actual cost implications to the project. Discussions, agreements or direction will be documented in the daily diary. Monthly project cost updates will be provided to the Village to accurately track financial costs.
  8. Quality Assurance testing and management will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted to Testing Service Corporation. Using standard IDOT procedures, the contractor is responsible for Quality Control of materials. IDOT material inspection reports will be reviewed for compliance with material requirements.

9. Un-approved materials will not be permitted to be incorporated into the project and due written notice will be provided to the contractor and the Village will be advised if such attempt is made.
10. Monitoring the contractor's requirement to meet CCDD requirements under the provisions of Public Act 96-1416.
11. Traffic Control will be inspected daily and the contractor advised of required adjustments or the necessity of additional signage or maintenance of signage and barricades.
12. Coordination will be provided with the contractor to provide the Village with a complete set of accurate record drawings.
13. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.

## **COMPENSATION**

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed costs for the 2012 Reconstruction Project are as follows:**

**Construction Engineering Not to Exceed: \$194,406**

The not-to-exceed costs are based on the "Estimates of Manhours and Costs" that are attached to and made part of the proposal.

## **COMPLIANCE WITH RULES AND REGULATION**

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

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

by:   
Jeffery C. Ziegler,  
Vice President

## PROJECT EXPERIENCE

James J. Benes & Associates is a progressive professional engineering firm providing our clients with planning, preliminary and final design and construction engineering services related to roadway, water main, sanitary sewer, storm sewer and drainage, traffic signal and street lighting improvements. Our extensive experience with construction management for municipal and government clients includes the following projects:

<b>Project / Client</b>	(1351) 2011 Water Main Replacement / Village of Oak Brook
<b>Scope of Work / (Contractor) / Client POC</b>	Field inspection and construction management for the replacement of 8,900 feet of 6" and 8" ductile iron water main with PVC in the York Woods Subdivision. Project included new main, valves, vaults, hydrants, water services, pavement patching and landscape restoration. Village of Oakbrook - Michael Hullihan, Director of Public Works (630) 368-5272
<b>Project Team</b>	Adomshick, Gidley, Strait, Jelsomine
<b>Construction Cost / Fee / Year</b>	Const. Cost \$ 976,712 / Const. Insp. Fee \$ 78,729 incl. geotechnical services / 2011

<b>Project / Client</b>	(1344) 2011 MFT Street Improvements / Village of Riverside
<b>Scope of Work / (Contractor) / Client POC</b>	Field inspection and construction management for the removal and replacement of HMA surface course on 4,500 feet of North Delaplaine Road in a residential neighborhood. Project included removal and replacement of 4 catch basins and 4 manholes, 6 catch basins, 3 valve vaults and 7 manholes to be adjusted, 10 manholes and 1 valve vault to be reconstructed, and 7 valve boxes to be adjusted. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
<b>Project Team</b>	Adomshick, Gidley, Jama
<b>Construction Cost / Fee / Year</b>	Const Est. \$298,500 / Design fee \$28,316 / 2011

<b>Project / Client</b>	(1336) 2011 ERP Paving Project / Village of Oak Brook
<b>Scope of Work / (Contractor) / Client POC</b>	Field inspection and construction management for the removal and replacement of HMA surface course on 4,500 feet of 35 <sup>th</sup> Street in a residential neighborhood. Village of Oakbrook - Michael Hullihan, Director of Public Works (630) 368-5272
<b>Project Team</b>	Adomshick, Gidley, Jelsomine
<b>Construction Cost / Fee / Year</b>	Const Cost - \$278,200 / Final Fee \$37,026 / 2011

<b>Project / Client</b>	(1324) Ridgewood Road ARRA Phase III / Village of Riverside
<b>Scope of Work / (Contractor) / Client POC</b>	Provided resident construction engineering services for the Phase III resurfacing of 830 feet of collector streets using ARRA funding. The construction included adjustment and reconstruction of existing drainage structures, replacement of detector loops, base course patching, curb & gutter removal and replacement, milling and resurfacing the HMA surface, pavement markings and landscape restoration. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
<b>Project Team</b>	Adomshick, Nelson, Strait, Jama

<b>Construction Cost / Fee / Year</b>	Const Cost - \$158,400 / Final Fee \$22,996 / 2010
---------------------------------------	--

<b>Project / Client</b>	(1317) Jorie Boulevard LAPP Resurfacing Phase III / Village of Oak Brook
<b>Scope of Work / (Contractor) / Client POC</b>	Provided resident construction engineering services for the Phase III resurfacing of 1.5 miles of collector streets in an office district using LAPP funding. The construction included adjustment and reconstruction of existing drainage structures, replacement of detector loops, base course patching, curb & gutter removal and replacement, milling and resurfacing the HMA surface, pavement markings and landscape restoration. Village of Oakbrook - Michael Hullihan, Director of Public Works (630) 368-5272
<b>Project Team</b>	Adomshick, Strait, David
<b>Construction Cost / Fee / Year</b>	Const Cost - \$924,500 / Final Fee \$ 65,037 / 2010

<b>Project / Client</b>	(1305) Landon Sewer and Water Construction / City of Warrenville
<b>Scope of Work / (Contractor) / Client POC</b>	Provided resident construction engineering services for the installation of 4,600 feet of water main and 5,800 feet of sanitary sewer in a residential neighborhood. The work included both directionally-bored and conventional open-cut sewer and water main construction, as well as 32 water services, 17 fire hydrants, 30 sanitary sewer services, 1,600 units of tree removal, 200 square yards of driveway pavement replacement, 1,700 square yards of aggregate shoulders, 19 replacement trees, 19 shrubs, and 13,000 square yards of seeding. City of Warrenville - Mike Smith, Public Works Superintendent (630) 393-9050
<b>Project Team</b>	Darnell, Gidley, Koldoff, Jelsomine
<b>Construction Cost / Fee / Year</b>	Const Cost - \$1,155,000 / Final Fee \$57,758 / 2009

<b>Project / Client</b>	(1277) Streetscape Construction Management / City of Elmhurst
<b>Scope of Work / (Contractor) / Client POC</b>	Provided construction engineering services using the IDOT ICORS system for streetscape improvements in the central business district. The project included curb and gutter removal and replacement, sidewalk removal, brick paver sidewalk, decorative street and pedestrian lighting, and parkway trees with electric services. City of Elmhurst - Michael J. Hughes, Director of Public Works (630) 530-3020
<b>Project Team</b>	Darnell, Strait, Jama
<b>Construction Cost / Fee / Year</b>	Est. Cost - \$1,756,000 / Final Fee \$105,984 / 2009

<b>Project / Client</b>	(1257) Main Street Construction / Village of Lisle
<b>Scope of Work / (Contractor) / Client POC</b>	Provided construction engineering services for 2,200 feet of roadway reconstruction in the central business district with MFT funding. The project included traffic signals at three intersections and ornamental street lighting, and was coordinated with streetscaping improvements constructed under a separate contract. Village of Lisle - Jason Elias, Director of Public Works (630) 271-4170
<b>Project Team</b>	Cottingham, Miedema, Jama

<b>Construction Cost / Fee / Year</b>	Est. Cost - \$2,874,000 / Final Fee \$240,932 / 2008
---------------------------------------	--

<b>Project / Client</b>	(1250) Burlington Avenue / Village of Western Springs
<b>Scope of Work / (Contractor) / Client POC</b>	Construction engineering for FAU Route 3783 consisting of 2684 feet of collector roadway reconstruction in the Village of Western Springs and partially within BNSF RR R.O.W. The project includes complete reconstruction of new roadway alignment, including Shell Oil LUST site with special waste disposal, installation of commuter angled parking expansion, street lighting, storm sewer, 12" water main and interconnect with LaGrange and combined sewer improvements. Coordination with MWRDGC, BNSF, Shell Oil, LaGrange and the Cook County Highway Department. Village of Western Springs – Matt Supert, Director of Municipal Services (708) 246-1800
<b>Project Team</b>	Ziegler, Strait, Jelsomine
<b>Construction Cost / Fee / Year</b>	Const Cost - \$848,000 / Fee Final \$133,398 / 2008

<b>Project / Client</b>	(1242) Pleasantdale Water Main Construction / Village of Woodridge
<b>Scope of Work / (Contractor) / Client POC</b>	Provided construction engineering services for the installation of 7,100 feet of water main, valves, vaults, and water services in an established residential neighborhood and along a County roadway. Village of Woodridge - Chris Bethel, Director of Public Works (630) 719-4767
<b>Project Team</b>	Cottingham, Gidley, Jelsomine
<b>Construction Cost / Fee / Year</b>	Const Cost - \$947,000 / Final Fee \$64,302 / 2008

**ESTIMATE OF MANHOURS AND COSTS**  
**VILLAGE OF HINSDALE**  
**Proposed Street Improvements - Washington St., Walnut St., Lansing St., Grant St.**

CATEGORY OF SERVICE	PRINC.	Sr. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	I <sup>H</sup> DIRECT COST	SERVICES BY OTHERS	TOTAL COST
<b>PHASE 3 CONSTRUCTION ENGINEERING</b>								
<b>A. DATA COLLECTION</b>								
1. Pre Construction Conference	2	0	6	0	8			\$786
2. Construction Layout	0	0	0	32	32			\$1,987
3. Shop Drawings	0	0	4	0	4			\$308
4. Inspection, Payouts and Change Orders (159 wd)	10	0	1,272	1,140	2,422		\$9,000	\$179,294
5. Punchlist	2	0	16	64	82			\$5,530
6. Final Inspection and Documents	2	0	48	40	90			\$6,502
	16	0	1,346	1,276				
<b>TOTAL ALL PHASE 3 ITEMS</b>								
	16	0	1,346	1,276	2,638	\$0	\$9,000	\$194,406



February 23, 2012

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

Re: 2012 Reconstruction Project  
Proposal for Phase III Engineering Services

Dear Dan:

Thank you for asking us to provide a proposal to provide the Village of Hinsdale with Phase III Construction Engineering Services for the 2012 Reconstruction Project. We approach this project as an opportunity to continue to build upon our relationship that has been developing over the past year with you and your staff, particularly with our involvement in the construction engineering for your Chestnut Street reconstruction project and the engineering design for this project.

We are excited to share with you our experienced construction engineering team that is eager to serve the Village as your full-time project representative on this project. Much of what we have successfully been doing on the Chestnut project will be utilized in our involvement with the 2012 Reconstruction Project; we will include using ICORS for the quantity documentation for the project, we will follow the IDOT change order and force account procedures for any work found necessary which is not included in the approved plans, and we will maintain a budget tracking matrix by street and phase to provide updates concerning the financial and scheduling status of the project.

The employees of Clark Dietz are committed to provide consistently high quality services to the Village of Hinsdale. We have the appropriate qualified professional personnel, equipment and facilities to perform the scope of services defined in the attached Professional Services Agreement and we appreciate the opportunity to serve you on this project.

Please feel free to call Chris Gheysen or me if you have questions or need additional information regarding our proposal.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "John I. Boldt".

John I. Boldt, P.E.  
President/CEO  
E-mail: john.boldt@clarkdietz.com

A handwritten signature in black ink, appearing to read "Chris R. Gheysen".

Chris R. Gheysen, P.E.  
Project Manager  
E-mail: chris.gheysen@clarkdietz.com

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name ("Project")**

PHASE III ENGINEERING SERVICES – 2012 RECONSTRUCTION PROJECT  
(WASHINGTON ST., WALNUT ST., LANSING ST., AND GRANT ST.)

This Agreement is by and between

**Village of Hinsdale ("Client")**

19 East Chicago Avenue  
Hinsdale, IL 60521-3489

and

**Clark Dietz, Inc. ("Clark Dietz")**

118 South Clinton Street, Suite 600  
Chicago, IL 60661

Who agree as follows:

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

**Agreed to by Client**

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

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

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

**Agreed to by Clark Dietz**

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

Title: PRESIDENT/CRO \_\_\_\_\_

Date: 2-24-12 \_\_\_\_\_



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

**A. Project Description**

The Village of Hinsdale has requested Phase III Engineering Services in support of the Village's 2012 Reconstruction Project which is being funded by Village funds. Proposed construction will be completed within the public right-of-way along Washington Street from Maple Street to Ogden Avenue, along Walnut Street from Garfield Street to west of Washington Street, along Lansing Street from Lincoln Street to Washington Street, and Grant Street from North Street to Center Street. The project consists of demolition and reconstruction of approximately 5,500 feet of existing PCC streets to HMA streets and approximately 600 feet of existing HMA streets. Construction will also include construction of storm sewers, sanitary sewer replacement, water main replacement, all associated services, and other associated incidentals per the plans and technical specifications titled "Plans for Proposed Street Improvements, Washington Street, Walnut Street, Lansing Street, Grant Street" prepared by Clark Dietz, Inc.

**B. Scope**

1. General Administration of Contract(s). Administer this Agreement and construction contract. Consult with the Village and serve as the Village's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Clark Dietz as assigned in said General Conditions of the Construction Contract shall not be modified, except as Clark Dietz may otherwise agree in writing. The Village's instructions to Contractor(s) will be issued through Clark Dietz, who shall have authority to act on behalf of the Village in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
3. Pre-Construction Conference and Progress Meetings. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Project site. Coordinate and conduct weekly construction progress meetings. Prepare and distribute summary of meetings.
4. Provide a full-time Resident Engineer for the duration of the project to perform the following work:
  - a. Observation of the work for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Observation of the water and sewer construction for compliance with the "Standard Specifications for Water & Sewer Main Construction in Illinois" and the Village of Hinsdale's requirements as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - c. Establishment and setting of the lines and grades following the requirements specified in "Survey Layout & Staking" of the Technical Specifications.
  - d. Maintain a daily record of the contractor's activities throughout construction including

sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work as well as allow for verification of the contractor's submitted Record Drawings. Provide weekly progress reports to the Village. Advise the Village of changes or conditions that impact the project in a timely manner.

- e. Complete and maintain documentation of measured quantities for items for payment requested by the Contractor.
  - f. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - g. Review and provide recommendations to the Village concerning applications for payment and change order requests by the contractor. Prepare and submit to the Village in the required form and number of copies, partial and final payment estimates, change orders, records and reports required by the Village. Prior to recommending payment request(s) from the Contractor(s) to the Village for payment, Clark Dietz shall require lien waivers from prior payment applications from the Contractor.
  - h. Daily observation of the implementation/maintenance of traffic control items and erosion control for general compliance to the specifications and plans.
  - i. Verification of the contractor's requirements to meet Public Act 96-1416 to include certification of the site of origin and that construction debris taken from the site is monitored for volatile chemicals.
  - j. Track the status of the budget by street and phase in order to provide the Village no less than monthly updates concerning the financial and scheduling status of the project.
5. Construction Materials Testing. Clark Dietz will retain a licensed professional material testing firm to perform quality assurance construction materials testing in accordance with the Agreement and Contract Documents and following the requirements of IDOT standards.
6. Defective Work. Recommend to the Village that Contractor's work be disapproved and rejected while it is in progress if, on the basis of observations, Clark Dietz believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the Village and prepare Change Orders and Work Change Directives as required. In addition, Clark Dietz shall prepare typical documentation that appropriate governmental authorities having jurisdiction over the Project may require for review and approval of the change orders.
8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which a Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-

equal” materials and equipment proposed by Contractor(s) and provide Village with recommendation to consider for the approval or disapproval of such substitutes or “or-equal”.

10. Inspections and Tests. Witness special inspections or tests of a Contractor’s work required by the Contract Documents. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Clark Dietz’ review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Clark Dietz shall be entitled to rely on the results of such tests.
11. Disagreements between the Village and Contractor. Provide recommendations on all claims of the Village and Contractor(s) relating to the acceptability of a Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of a Contractor’s work. In rendering such decisions, Clark Dietz shall be fair and not show partiality to the Village or a Contractor and shall not be liable in connection with any decision rendered in good faith for the Village.
12. Perceived Changes to Scope. Inform the Village of perceived changes to the scope of the Construction and/or Phase III – Engineering Services Contracts in a timely manner prior to the execution of the action/activity.
13. Contractor’s Completion Documents. Clark Dietz will receive and transmit the required completion documents in accordance with the applicable Laws and Regulations, and the Contract Documents.
  - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data and the annotated record documents which are to be assembled by Contractor(s) in accordance with the Contract Documents to obtain final payment. The extent of such Clark Dietz’ review of these documents will be limited.
  - c. Clark Dietz shall transmit these documents to the Village.
14. Substantial Completion. Promptly, after notice from each prime Contractor that the Contractor considers the entire Work ready for its intended use, conduct an inspection, in company with the Village and Contractor, to determine if the Work is Substantially Complete. Clark Dietz shall prepare a list of any observed deficiencies during the inspection. Monitor the completion of the punch-list items. At the direction of the Village, Clark Dietz shall prepare and deliver a certificate of Substantial Completion to the Village and Contractor.
15. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of each Contractor is acceptable so that Clark Dietz may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Clark Dietz shall also provide a notice that the Work is acceptable to the best of Clark Dietz’ knowledge, information, and belief and based on the extent of the services provided by Clark

Dietz as defined and specifically assigned to Clark Dietz in this Agreement and the Contract Documents.

16. Record Documents. Receive and review annotated record documents, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from each Contractor. The completed digital Record Drawing deliverables shall be completed and delivered in Adobe PDF files. The Village shall be provided with an additional CD copy of the approved digital submittal.

**C. Schedule**

Award of Contract	March/April 2012
Pre-Construction Meeting	April 2012
Start of Construction	April/May 2012
Substantial Completion (Phases 1 & 2)	September 4, 2012
Substantial Completion (Phase 3)	October 19, 2012
Final Completion/End of Construction	November 30, 2012
Project Close-out	December 31, 2012

**D. Assumptions/Conditions**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.

9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
10. The Phase III Engineering Services shall be conducted in general compliance with the appropriate IDOT Bureau of Local Roads standards and procedural guidelines.
11. This agreement does not include site testing services for CCDD material certifications(s).

**PART II**  
**CLIENT'S RESPONSIBILITIES**

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

**A. Information/Reports**

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

**B. Representative**

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

**C. Decisions**

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

### **PART III COMPENSATION**

#### **A. Compensation**

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$279,510.00, and shall include the following:

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

#### **B. Billing and Payment**

##### **1. Timing/Format**

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

##### **2. Billing Records**

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

## **PART IV EQUAL EMPLOYMENT OPPORTUNITY**

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

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



**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 1 of 2**

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

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 2 of 2**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SCHEDULE OF GENERAL BILLING RATES**

### **CLARK DIETZ, INC.**

January 1, 2012

<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
Engineer 8	190.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	140.00
Engineer 4	110.00
Engineer 3	95.00
Engineer 1 & 2	85.00
Technician 6	150.00
Technician 5	120.00
Technician 4	110.00
Technician 3	90.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

#### **Notes:**

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

## **SCHEDULE OF PROJECT RELATED EXPENSES**

### **CLARK DIETZ INC.**

January 1, 2012

Vehicles	
Autos	\$0.55.5/mile
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	} At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development	
Supplies	

#### **Notes:**

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



ENGINEERS								
WORK TASK DESCRIPTION	PROJECT MANAGER CRG	ENG IV PROJECT ENGINEER CJP	ENG IV PROJECT ENGINEER MSC	ENG III STAFF ENGINEER PAW	TECH III SURVEY TECH AJT	TECH III CADD/DESIGN TECH AJT	AC-4 ADMIN ASSISTANT LGK	TOTAL
Job Box Set-Up; ICORs Set up								0
Coordinate and Conduct Pre-Construction Mtg.	4	8		40				40
Reset and Layout Survey Control Points					16			12
Protect Management	100							16
Weekly Progress Meetings		200		130				100
Construction Observation			400	1400				330
Pay Request Reviews and Change Order		40		80			16	1800
Final Quantities and Measurements		16		40				136
Preparation of As-Built Plan Set				40		64		56
								104
								0
								0
								0
TOTAL HOURS	104	264	400	1730	16	64	16	2594
RATES	\$140	\$110	\$110	\$95	\$90	\$90	\$70	
% HOURS	4.0%	10.2%	15.4%	66.7%	0.6%	2.5%	0.6%	100.0%
LABOR COST	\$14,560.00	\$29,040.00	\$44,000.00	\$164,350.00	\$1,440.00	\$5,760.00	\$1,120.00	

**LABOR TOTAL:**

**TRAVEL**  
A. TRAVEL  
B. CADD  
C. GEOTECHNICAL SUBCONSULTANT  
D. REPRODUCTION  
E. GPS SURVEY EQUIPMENT

**FEE TOTAL: \$279,510.00**

**ESTIMATED CONSTRUCTION COST: \$4,998,822.50**

**INSPECTION AS % OF ESTIMATED CONSTRUCTION COST: 5.59%**



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Hinsdale 2012 Reconstruction Project  
Washington St., Walnut St., Lansing St., & Grant St. Improvements**

**Phase III Engineering Services**

Daniel M. Deeter, P.E.  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
630.789.7000

Scott Creech, P.E.  
Site Director/Senior Project Manager  
HR Green, Inc.  
323 Alana Drive  
New Lenox, IL 60451  
HR Green Project Number - 87120051

February 23, 2012

## **TABLE OF CONTENTS**

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

THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The CLIENT proposes to contract for professional engineering services to perform full time phase III construction engineering services for the Proposed Street Improvements to Washington Street from Maple St. to Ogden Ave.; Walnut St. from Garfield St. to west of Washington St.; Lansing St. from Lincoln St. to Washington St.; and Grant Street from North St. to Center St. The total project length is 6,098.5 feet (1.16 miles).

Project consists of demolition and reconstruction of 1.16 miles of streets, driveways, sidewalks, water main, sanitary sewer, storm sewer, and other miscellaneous items. Construction of drainage, utility, and street improvements specifically include approximately 5,160 lineal feet of 12-inch, 24-inch, & 30-inch RCP storm sewer; 5,160 lineal feet of 8-inch & 12-inch PVC water main; 4,325 lineal feet of 10-inch, 12-inch, & 15-inch PVC sanitary sewer; 3,080 lineal feet of 10-inch, 12-inch, & 15-inch CIPP sewer lining; subgrade preparation; backfilling; concrete sidewalks and driveways; full depth HMA pavement; and other associated items.

Construction and Phase III Engineering Service will be funded with Village Funds.

### **1.2 Design Criteria/Assumptions**

- COMPANY will provide full time Construction Observation services for the project per project schedule noted herein.
- COMPANY shall comply with all applicable laws, ordinances and regulations of the United States, State of Illinois, and the CLIENT.

## **2.0 Scope of Services**

The CLIENT agrees to employ COMPANY to perform the following services:

### **A. Construction Engineering Services**

#### **i. Construction Start-up and Review**

This work includes time for the construction engineer to review the approved plans and specifications to become familiar with the project, video tape the site to document the existing conditions of the project, review the contractor's proposed construction schedule, and to set-up the construction engineer's filing system and paperwork.

Sr. Field Personnel: 8 hours/day x 3 days = **24 hours**

#### **ii. Construction Layout and Verification**



This work consists of marking limits of removal for sidewalks, curbs, and streets in addition to verifying existing alignments and elevations to ensure the constructability of the various project elements.

Sr. Field Personnel: 8 hours/day x 4 days = **32 hours**

**iii. Construction Observation**

This work consists of the daily observation of the contractor's activities on-site, to ensure conformance with the approved engineering plans and specifications. It is assumed that construction observation services will be required full-time as described in the scope of services.

Sr. Field Personnel: 6 hours/day x 160 days = **960 hours**

\*Field Personnel: 8 hours/day x 40 days = **320 hours**

*\* Anticipate two months of overlapping construction crews for Phase 1 & 2 simultaneous work requiring one additional Observation personnel.*

**iv. Field Measurements and Documentation**

Documentation of the contractor's daily activities is part of the construction engineer's daily tasks. Daily diary entries and weekly reports will accurately track the contractor's activities in relation to the amount of workable days. In addition, field conversation and phone conversation memos will be used, as applicable. Weekly reports will be submitted to the CLIENT, for their review and files.

In addition, to accurately track the contractor's completion of contract quantities, field measurements will be made on a daily basis. Detailed calculations will be made and documented on Inspector's Daily Report forms and/or field books and in the project's quantity book. Payment estimates will be generated and forwarded for CLIENT approval on a monthly basis.

Sr. Field Personnel: 3 hours/day x 160 days = **480 hours**

**v. Resident Engineering Administration**

This work includes the management of the construction engineering staff, to ensure they are sufficiently equipped to observe the contractor's activities. In addition, time is allocated to properly manage the staff and overall contract to satisfy the requirements of the CLIENT, IEPA, and utility coordination.

Constr. Operations Mgr.: 32 weeks x 0.5 hours/week = 16 hours

Sr. Project Manager: 32 weeks x 1 hours/week = 32 hours

Admin Assistant: 32 weeks x 1 hours/week = 32 hours

**Subtotal: = 80 hours**

**vi. Meetings (Pre-Construction)**

COMPANY will conduct a pre-construction meeting to discuss the proposed schedule of the contractor, proposed subcontractors and suppliers, and any concerns of the CLIENT, contractor or COMPANY.

Associate/Director: 4 hours/day x 1 day = 4 hours

Sr. Field Personnel: 4 hours/day x 1 day = 4 hours

**Subtotal: = 8 hours**

**vii. Final Quantity Determination**

Once the project is complete, final quantities will be determined and agreed upon with the contractor. This will be accomplished within two (2) weeks of the completion of all construction activities.

Sr. Field Personnel: 8 hours/day x 1 day = **8 hours**

**viii. Final Inspection**

Once the project is complete, a final walk-through will be conducted and a punch list generated. This work will be completed prior to final acceptance.

Sr. Field Personnel: 8 hours/day x 1 day = **8 hours**

**ix. Project Close-out**

Once the punch list work is completed, final paperwork will be generated and distributed to the proper agencies.

Sr. Field Personnel: 8 hours/day x 4 days = **32 hours**

**Total (Construction Engineering) = 1952 hours**

The contractor must provide 48 hours' notice to COMPANY, prior to installation or construction of items listed above. Additionally, the contractor must provide 48-hour notice for scheduling of any required testing and construction layout.

COMPANY shall not supervise, direct, or have any control over the contractor's work. Nor shall COMPANY have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. COMPANY is not responsible for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts, errors, or omissions of the contractor, subcontractor, and any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does

not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the CLIENT-Approved Engineering Improvement Plans, or any applicable laws, codes, rules or regulations.

### **3.0 Deliverables and Schedules Included in this Contract**

This Proposal/Agreement is based on the following anticipated construction schedule as noted within the 95% Construction Documents and supplemental information provided for request for proposal by CLIENT:

- Construction Start - May 1, 2012.
- Construction Completion - November 30, 2012
- 160 total days on-site

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

### **4.0 Items not included in Agreement/Supplemental Services**

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

- Construction Staking Services
- Right-of-way/Property Line verification/identification
- Right-of-way/Easement Legal Description or Platting
- Design Services (i.e.: Roadway, water main, sanitary sewer, etc.)
- Geotechnical Investigation and Analysis

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

### **5.0 Services by Others**

Quality Assurance for Material Testing will be provided by a Sub-Consultant to COMPANY.

### **6.0 Client Responsibilities**

Provide prompt and timely input for items as required for project progress and schedule conformance.

## 7.0 Professional Services Fee

### 7.1 Fees

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

### 7.2 Invoices

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

### 7.3 Extra Work

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 249,790.00.**

ITEM	TASK	MAN - HOURS	DIRECT COST	LABOR
<b>Construction Engineering CO-01</b>				
	Project Start-up / Review	24		\$ 2,640.00
	Layout & Verification	32		\$ 3,520.00
	Construction Observation	1280	\$ 6,210.00	\$138,560.00
	Field Measurements & Documentation	480		\$ 52,800.00
	Resident Engineering Administration	80		\$ 11,040.00
	Meetings (Pre-	8		\$ 1,140.00

	Construction)			
	Final Quantities/Inspection/ Project Close-out	48		\$ 5,280.00
<b>Sub Consultant</b>				
	QA - Material Testing	N/A		\$ 28,600.00
	<b>Sub-Totals:</b>	1,952	\$6,210.00	\$243,580.00
		<b>Project Total =</b>		<b>\$249,790.00</b>

**Direct Costs:**

Construction Engineering

Mileage: 162 trips x 76 miles/round trip x \$0.50/mile = \$6,156.00

Mailings/Postage Allotment: = \$ 54.00

Total: = \$6,210.00

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

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

### 8.3 Time Limit and Commencement of Work

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

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY

shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

**8.5 Book of Account**

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

**8.6 Insurance**

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

**8.7 Termination or Abandonment**

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

**8.8 Waiver**

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**8.9 Severability**

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**8.10 Successors and Assigns**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**8.11 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

**8.12 Governing Law and Jurisdiction**

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

**8.13 Dispute Resolution**

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

**8.14 Attorney's Fees**

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

**8.15 Ownership of Instruments of Service**

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

**8.16 Reuse of Documents**

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

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

**8.17 Failure to Abide by Design Documents or To Obtain Guidance**

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

**8.18 Opinion of Probable Construction Cost**

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator

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

#### 8.19 Design Information in Electronic Form

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

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

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe



weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insured on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

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

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a

violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

**8.25 Limitation of Liability**

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

**8.26 Construction Observation Without Design**

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

**8.27 Construction Observation**

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

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

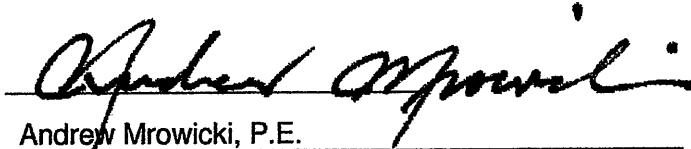
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



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

Title: Construction Practice Leader

Date: 2-24-2012

Village of Hinsdale, IL

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

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

\\hrgnls\data\87120051\Proposal\pro-021512-HR\_Green\_Professional\_Services\_Agreement.docx



# **REMPE-SHARPE**

## **& Associates, Inc.**

### Principals

J. Bibby P.E., S.E.  
D. A. Watson P.E.

B. Bennett P.E.  
T. Grimm P.E.  
D. Ranney P.E.  
J. Whitt P.E., P.L.S.

### **CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

February 16, 2012

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489

Attn: Dan Deeter, P.E.  
Village Engineer

Re: 2012 Reconstruction Project  
Hinsdale, Illinois

Dear Mr. Deeter,

Please find attached our Proposal for Phase III Engineering Services in support of the Village of Hinsdale's 2012 Reconstruction Project. It is our understanding that the 2012 Project will reconstruct approximately 6,100 lineal feet of streets, along with sanitary sewer, watermain and storm sewer. Rempe-Sharpe will provide construction phase engineering services, and materials testing per IDOT for a comprehensive construction phase scope of service as itemized on the "Project Details".

Rempe-Sharpe shall comply with the Illinois Fair Employment Practices Commission's Rules and Regulations, the Americans with Disabilities Act of 1990, Public Act 87-1257 regarding sexual harassment, all current OSHA Rules and Regulations and the Federal Drug Free Work Place Act. Rempe-Sharpe will comply with all laws of the United States, State of Illinois and all Ordinances and Regulations of the Village of Hinsdale in the performance of the work for this Project. Rempe-Sharpe is a registered Professional Engineering Company in Illinois (License No. 184.000895).

The contract documents for the Village of Hinsdale 2012 reconstruction of Washington, Walnut, Lansing and Grant Streets were completed December 2011 by Clark-Dietz. These documents have provided detailed design for all proposed improvements outlining all pipe material, paving material, invert elevations and slope of pipe, and profile grade line with all curb and surface elevations. As Resident Engineer, our role has been outlined by the Village of Hinsdale as follows:

- A. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
- B. On-site observation of the contractor's operations to ensure conformance with the contract documents.
- C. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the conditions that impact the project in a timely manner and Inspector's Daily Reports.
- D. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
- E. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
- F. Daily review and inspect traffic control items and erosion control plan implementation / maintenance.
- G. Alert the contractor's field superintendent when unapproved materials or equipment are being used and advise the Village of such occurrences.
- H. Monitor the contractor's requirements to meet Public Act 96-1416 to include certification of the site of origin and that all construction debris taken from the site is monitored for volatile chemicals.
- I. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
- J. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle paperwork associated with appropriated funds, and all paperwork to close-out the project.
- K. Coordinate with the contractor to provide a complete set of record drawings.
- L. Track the status of the budget by street and phase in order to provide the Village periodic (at least monthly) updates concerning the financial and scheduling status of the project.

**Our not-to-exceed fee for Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed.....\$199,533.00**

Hinsdale's financing source for the 2012 Reconstruction Project has been verified to be general revenue, and will not utilize MFT funding. The approximate anticipated schedule of professional resident engineering for this 2012 Project is outlined below:

<b><u>DATE</u></b>	<b><u>SCOPE ITEM</u></b>	<b><u>RESIDENT ENGINEERING STAFF &amp; ROLE</u></b>
2/28/2012	Pre-Bid Conference	Attendance / minutes
3/5/2012	Letting	Tabulation, record letter, Village Board
3/21/2012	Notice of Award	
3/21 to 4/4/2012	Shop Drawings	Review by Rempe-Sharpe
4/4/2012	Notice to Proceed	
4/5/2012	Pre-Construction Meeting	Attendance, minutes, follow-up
4/2 to 4/6/2012	Survey Monumentation	Rempe-Sharpe to set Monumentation (4 crew days)
4/9 to 4/13/2012	Project Mobilization	1 full time inspector for traffic control and material delivery
4/16 to 5/4/2012	Sanitary, Storm, Watermain	1 full time resident
5/7 to 5/18/2012	Underground, anticipate 2 crew	1.5 full time residents
5/21 to 6/15/2012	Underground and Services, anticipate 3 crews	2 full time residents
6/18 to 7/9/2012	Pavement removal, cut subgrade, proof roll, first lift stone	2 full time residents
7/9 to 7/27/2012	Curb, Aggregate Base	2 full time residents
7/30 to 8/31/2012	Paving to Binder Course	2 full time residents
9/3 to 9/27/2012	Restoration, Drive Arrows, Sidewalk	1.5 full time residents
10/1 to 10/19/2012	Surface	1.25 full time residents
10/22 to 10/25/2012	Striping	1 full time resident
10/29 to 11/29/2012	Punch List	1 full time resident

#### **A. EXCLUSIONS**

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), project centerline control monumentation by Clark-Dietz, Q/C testing to be provided by Contractor, and frequency of Q/A testing to be 100% for IDOT.

#### **B. ADDITIONAL SERVICES**

Owner shall pay Engineer for any Additional Services rendered under this Agreement as follows:

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.
- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his actual costs and expenses. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

#### **C. DEFINITION OF DIRECT PROJECT EXPENSES**

Direct Project Expenses shall mean the actual expenses incurred by the Engineer directly or indirectly in connection with the Project for subsistence and transportation costs, postage, reproduction of reports, Drawings, Specifications and similar project related documents, and construction staking supplies.

#### **D. PERIOD OF SERVICE**

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project. All Resident Construction Phase Engineering services to be completed beginning February 2012 and substantially concluding December 2012, except for administrative review of final payouts including release of retention to contractor shall be included.

#### **E. OWNER'S RESPONSIBILITIES**

The Village of Hinsdale shall assist the Engineer by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.

Village of Hinsdale shall furnish to the Engineer, as required for performance of Engineer's Basic Construction Phase Services, data prepared by or services of others including without limitation borings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, material and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys. All of which Engineer shall rely upon to complete the construction phase scope.

Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his construction phase services.

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2012 Reconstruction Project progresses.

Designate a person to act as the Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decision with respect to materials, equipment, elements and systems pertinent to the Engineer's services. (It is the understanding of the Engineer that Mr. Dan Deeter, P.E., and Mr. Al Diaz shall act as the Village of Hinsdale representatives on this project.)

Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services.

Furnish, or direct the Engineer to provide, necessary Additional Services as stipulated in this Agreement or other services as required.

Require the construction contractor(s) who implement Engineer's designs, drawings and specifications to name the Engineer as additional insured while construction work is in progress.

## **F. TERMINATION**

This Agreement may be terminated by Owner at its sole discretion upon thirty (30) days written notice. In addition, the Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In the event of termination hereunder, Engineer shall be paid for all services actually performed to the date of termination.



## **G. GENERAL CONSIDERATIONS**

### **1. REUSE OF DOCUMENTS**

All documents including Inspector Daily Reports, Shop Drawings, Materials Testing Reports and miscellaneous construction phase documents prepared by Engineer pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by Owner or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer; and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

### **2. CONTROLLING LAW**

This Agreement is to be governed by applicable laws of the State of Illinois.

### **3. SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Engineer.

Village of Hinsdale  
Attn: Mr. Dan Deeter, P.E.

2012 Reconstruction Project Proposal  
February 16, 2012  
Page 7 of 8

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until March 16, 2012.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.

BY:



James J. Bibby, P.E., S.E.  
Principal

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Construction Phase Engineering Services and Fees relative to the Hinsdale 2012 Reconstruction of Washington, Walnut, Lansing and Grant Streets, is hereby accepted and Rempe-Sharpe is authorized to proceed with resident engineering and inspection services.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Mr. Dan Deeter, P.E.      Date

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

**EXHIBIT "A"**

**SCHEDULE OF ENGINEERING SERVICE CHARGES BY  
REMPE-SHARPE AND ASSOCIATES, INC.**

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:  
JANUARY 1, 2012 TO DECEMBER 31, 2012**

**A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES**

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$125.00/HR
SENIOR PROJECT ENGINEER .....	\$103.00/HR
RESIDENT ENGINEER .....	\$85.00/HR
ASSISTANT RESIDENT ENGINEER .....	\$52.00/HR
DESIGN TECH (GRADE 1) .....	\$80.50/HR
SURVEY 2-MAN CREW .....	\$112.00/HR
CLERK TYPIST .....	\$40.00/HR

**A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS**

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

**A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES**

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

**VILLAGE OF HINSDALE**  
**2012 Reconstruction Project - PH III**  
**Full Time Resident Engineer**

		PRINCIPAL ENGINEER		SENIOR PROJ ENGINEER		RESIDENT
		@	\$125.00	@	\$103.00	@
		(HRS)	(\$)	(HRS)	(\$)	(HRS)
TASK						
A.	Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings	40	\$5,000.00	20	\$2,060.00	70
B.	On-site observation of the contractor's operations to ensure conformance with the contract documents.					780
C.	Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the conditions that impact the project in a timely manner and IDRs.					208
D.	Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.			16	\$1,648.00	128
E.	Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.					72
F.	Daily review and inspect traffic control items and erosion control plan implementation / maintenance					36
G.	Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.					18
H.	Monitor the contractor's requirements to meet Public Act 96-1416 to include certification of the site of origin and that all construction debris taken from the site is monitored for volatile chemicals.					36
I.	Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.					72
J.	Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle paperwork associated with appropriated funds, and all paperwork to close-out the project.					36
K.	Coordinate with the contractor to provide a complete set of record drawings.					12
L.	Track the status of the budget by street and phase in order to provide the Village periodic (at least monthly) updates concerning the financial and scheduling status of the project.					48
	Materials Testing by TSC (Q/A - 20% Testing)					
	Mileage: 5000 miles @ .555 per mile					
	Prints					
<b>TOTAL:</b>		<b>40</b>	<b>\$5,000.00</b>	<b>36</b>	<b>\$3,708.00</b>	<b>1516</b>

NOTE: All Q/C materials testing by Contractor  
Above scope provides 100% frequency Q/A testing for concrete and bituminous

JEER	ASST. RESIDENT ENGINEER		DESIGN TECH. 1		SURVEY 2 MAN CREW		CLERICAL		OTHER	TOTAL HOURS	TOTAL	HOURLY AVERAGE
\$5.00	@	52.00	@	\$80.50	@	\$112.00	@	\$40.00				
(\$)	(HRS)	(\$)	(HRS)	(\$)	(HRS)	(\$)	(HRS)	(\$)	(\$)		(\$)	
\$5,950	1	52.00								131	\$13,062.00	\$99.71
\$6,360	580	30,160.00	16	\$1,288.00						1376	\$97,748.00	\$71.04
\$17,680										208	\$17,680.00	\$85.00
\$10,880										144	\$12,528.00	\$87.00
\$6,120					28	\$3,136.00	12	\$480.00		112	\$9,736.00	\$86.93
\$3,060										36	\$3,060.00	\$85.00
\$1,530										18	\$1,530.00	\$85.00
\$3,060										36	\$3,060.00	\$85.00
\$6,120							16	\$640.00		88	\$6,760.00	\$76.82
\$3,060										36	\$3,060.00	\$85.00
\$1,020			28	\$2,254.00	40	\$4,480.00				80	\$7,754.00	\$96.93
\$4,080										48	\$4,080.00	\$85.00
									\$16,300.00		\$16,300.00	
									\$2,775.00		\$2,775.00	
									\$400.00		\$400.00	
860.00	581	30,212.00	44	\$3,542.00	68	\$7,616.00	28	\$1,120.00	\$19,075.00	2313	\$199,533.00	

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b> Community
<b>SECTION NUMBER</b> EPS Consent Agenda	<b>DEPARTMENT</b> Development
<b>ITEM</b> Engineering Services for Construction Observation of the 2012 Road Resurfacing Program	<b>APPROVAL</b> Daniel M. Deeter Village Engineer

In June 2011, the Board of Trustees approved J.J. Benes & Associates to design and develop bid documents for the 2012 Road Resurfacing project. This project includes infrastructure improvements for Clay, Fourth, Monroe, Walnut, Quincy, and Third Streets. The resurfacing project will include replacement of  $\pm 4300$  feet of water main and lining  $\pm 2700$  feet of sanitary sewer.


The original Request for Proposals was sent to three engineering consultants. Two consultants provided proposals: HR Green and J.J. Benes and Associates. Clark Dietz declined to submit a proposal "due to current commitments". Both engineering consultants have demonstrated satisfactory field performance, qualifications and have met the requirements of the RFP. They provided the attached bids which included the compensation listed below:

Consultant	Design	Construction Observation	Total
• J.J. Benes & Associates	\$63,192.00	\$42,379.00	\$105,571.00
• HR Green, Inc.	\$62,450.00	\$38,120.00	\$100,570.00

It has been the Village staff's preference to maintain the same consultant throughout the project (through design and construction) as much as possible. Considering their satisfactory performance during the design process, staff recommends using J.J. Benes & Associates for the construction observation portion of the 2012 Road Resurfacing Project. J. J. Benes & Associates has stated they will honor their June 2, 2011 proposal for construction observation services.

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

**Motion: To Award the Engineering Services for Construction Observation of the 2012 Road Resurfacing Project to J.J. Benes and Associates, Inc. in the amount not to exceed \$42,379.00.**

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



**JAMES J. BENES AND ASSOCIATES, INC.**  
**CONSULTING ENGINEERS**

June 2, 2011

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

Re: 2012 Resurfacing Project

Dear Dan:

James J. Benes and Associates, Inc. appreciates the opportunity to submit this Proposal to provide design and construction engineering services for the Village's 2012 Resurfacing Project. We have provided similar services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. The following sections outline our understanding of the scope of improvement and the specific engineering services to be provided. The "Compensation" section and attached "Estimate of Manhours and Costs" present the estimated manhours and costs and not-to-exceed cost to complete the specified services. An initial Project Schedule is also attached.

If selected, we will provide an agreement in a form acceptable to the Village.

**UNDERSTANDING OF PROJECT**

The Village of Hinsdale's 2012 Resurfacing Program will include the following elements:

**2" RESURFACING**

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Length</u></b>
Clay Street	Hinsdale Ave.	Fourth St.	876'
Fourth Street	Madison St.	Garfield Ave.	2550'
Clay Street	North St.	North End	680'
Monroe Street	North St.	Walnut St.	960'
Walnut Street	Bruner St.	Monroe St.	1070'
Quincy Street	North St.	Hickory St.	460'
Third Street	Garfield Ave.	County Line Rd.	2300'
Fourth Street	Garfield Ave.	County Line Rd.	2680'
York Road	Ogden Ave.	The Lane	1750'

**Water Main Replacement**

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Length</u></b>
Clay Street	Hinsdale Ave.	Fourth St.	1000'
Fourth Street	Madison St.	Garfield Ave.	2550'
Clay Street	North St.	North End	730'

**Sanitary Sewer Lining/Repair**

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Length</u></b>
Clay Street	Hinsdale Ave.	Fourth St.	876'
Clay Street	North St.	North End	730'
Monroe Street	North St.	Walnut St.	540'
Quincy Street	North St.	Hickory St.	530'

The improvements will be constructed during the 2012 construction season.

950 Warrenville Road, Suite 101  
Lisle, Illinois 60532

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

The improvements will be constructed during the 2012 construction season.

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

## **PROJECT APPROACH**

The scopes of the services are based on the Request for Proposals (RFP) dated May 17, 2011.

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

Construction engineering shall meet Village requirements.

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

### **DESIGN ENGINEERING SERVICES**

#### **A. Data Collection**

1. We anticipate a kick-off meeting at the onset of the project to review the goals and schedule and to obtain background data. Plans, atlases, aerial photography, standard details, and specifications will be obtained.
2. For locations of water main replacement and sewer lining/repair, field surveys will be performed as needed to supplement information shown on existing engineering plans and aerial photography. The sizes and inverts of all sewers will be established. The survey will use the Hinsdale datum.
3. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement. The criteria for curb and sidewalk replacement and structure repairs will be coordinated with the Village prior to the reconnaissance. Aerials or existing engineering plans will be used as the base plan sheets for the streets without water main improvements. Street lengths, pavement widths and locations of utility structures, pavement patching, lengths of curb and gutter removal and replacement, and areas of ADA sidewalk repair will be obtained. Existing engineering plan sheets, where available, will be used for street lengths and pavement widths.
4. Utility information will be gathered from the utility companies.
5. Soil borings and soil sampling for CCDD documentation will be performed for the proposed water main replacement improvements. This work will be subcontracted to a geotechnical engineering consultant. Per the RFP, nine soil borings/samplings are assumed.
6. Video tape inspections will be performed of existing sanitary sewers at the locations identified in the "Understanding of Project." This work will be subcontracted to a pipe inspection contractor. The video tapes and report will be reviewed.



## **B. Final Design and Document Preparation**

1. Perform final design and prepare the following plan sheets:
  - a. Title Sheet
  - b. General Notes
  - c. Summary of Quantities
  - d. Typical Sections
  - e. Traffic Control Plans
  - f. Resurfacing Plan Sheets (using aerial base sheets)
  - g. Water Main Plan & Profile Sheets (using aerial base sheets)
  - h. Sewer Lining Plan Sheets & Schedules (using aerial base sheets)
  - i. Construction Details
2. Prepare street by street estimate of cost.
3. Prepare technical specifications and special provisions using IDOT MFT and Village policies and procedures. The special provisions will reference the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water and Sewer Main Construction in Illinois.
4. Prepare bidding and contract documents will be prepared using Village and IDOT MFT policies and procedures.

## **C. Coordination**

1. Plans, special provisions and cost estimates will be submitted to the Village and IDOT. Meetings will be held, as needed, with the Village and IDOT to discuss review comments.
2. Plans, special provisions, and a permit application will be submitted to the IEPA for the proposed water main improvements.
3. We will attend the bid opening; prepare a bid tabulation; and prepare correspondence for award of contract.

## **CONSTRUCTION ENGINEERING SERVICES**

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

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
- Expediting the work for the Contractor.
- Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.

4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
5. Quality assurance testing and management will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted.
6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.

### **COMPENSATION**

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed costs for the 2012 Resurfacing Project are as follows:**

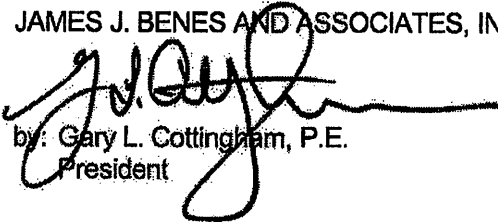
Design Engineering	\$63,192
Construction Engineering	<u>\$42,379</u>
<b>Total Not-To-Exceed Cost</b>	<b>\$105,572</b>

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

### **COMPLIANCE WITH RULES AND REGULATION**

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

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

  
by: Gary L. Cottingham, P.E.  
President

## ESTIMATE OF MANHOURS AND COSTS

VILLAGE OF HINSDALE  
2012 RESURFACING PROJECT

June 2, 2011

CATEGORY OF SERVICE	PRINC.	Sr. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	DIRECT PAY	TOTAL PAY COST	DIRECT COST	TOTAL COST
<b>DESIGN ENGINEERING SERVICES:</b>										
A. Data Collection										
1. Kick Off Meeting	2	0	2	0	0	4	\$184	\$506	\$0	\$506
2. Field Survey	0	1	0	48	0	49	\$1,099	\$3,033	\$0	\$3,033
3. Field Reconnaissance	1	0	16	40	0	57	\$1,463	\$4,038	\$0	\$4,038
4. Utility Information	0	0	4	0	16	20	\$483	\$1,333	\$0	\$1,333
5. CCDD Testing	0	0	0	0	0	0	\$0	\$0	\$5,900	\$5,900
6. Sanitary Sewer Video	3	0	4	0	0	7	\$308	\$850	\$4,850	\$5,700
<b>FINAL DESIGN &amp; DOC. PREPARATION</b>										
1. Plan Sheets										
a. Title Sheet	0	0	1	0	4	5	\$121	\$333	\$0	\$333
b. General Notes	0	0	2	0	4	6	\$154	\$424	\$0	\$424
c. Summary of Quantities	1	0	32	0	32	65	\$1,811	\$4,998	\$0	\$4,998
d. Typical Sections	1	0	8	0	16	25	\$673	\$1,857	\$0	\$1,857
e. Traffic Control Plans	0	0	8	0	16	24	\$614	\$1,695	\$0	\$1,695
f. Resurfacing Plan Sheets	2	8	60	0	60	130	\$3,745	\$10,336	\$0	\$10,336
g. Water Main Plan & Profiles	4	0	60	0	60	124	\$3,521	\$9,718	\$0	\$9,718
h. Sewer Lining Plan Sheets	0	0	16	0	16	32	\$876	\$2,418	\$0	\$2,418
i. Construction Details	0	0	16	0	16	32	\$876	\$2,418	\$0	\$2,418
2. Estimate of Cost	1	0	8	0	0	9	\$321	\$886	\$0	\$886
3. Specifications	2	0	24	0	0	26	\$904	\$2,495	\$0	\$2,495
4. Bidding Documents	0	0	4	0	0	4	\$131	\$362	\$0	\$362
<b>COORDINATION</b>										
1. Village & IDOT BLR	4	0	16	0	0	20	\$760	\$2,098	\$150	\$2,248
2. IEPA Permit	1	0	8	0	0	9	\$321	\$886	\$0	\$886
3. Bidding	1	0	16	0	0	17	\$683	\$1,609	\$0	\$1,609
<b>SUB TOTAL - DESIGN</b>	<b>23</b>	<b>9</b>	<b>305</b>	<b>88</b>	<b>240</b>	<b>665</b>	<b>\$18,947</b>	<b>\$52,252</b>	<b>\$10,900</b>	<b>\$63,192</b>
<b>CONSTRUCTION ENGINEERING SERVICES:</b>										
1. Pre-construction Meeting	3	0	3	0	0	6	\$275	\$760	\$0	\$760
2. Layout	0	0	16	16	0	32	\$876	\$2,418	\$0	\$2,418
3. Construction Observation	4	0	336	0	0	340	\$11,240	\$31,022	\$0	\$31,022
4. Payoffs	0	0	12	0	16	28	\$745	\$2,056	\$0	\$2,056
5. Quality Assurance	0	0	0	0	0	0	\$0	\$0	\$5,400	\$5,400
6. Final Documents	0	0	8	0	0	8	\$262	\$723	\$0	\$723
<b>SUB TOTAL - CONSTRUCTION</b>	<b>7</b>	<b>0</b>	<b>375</b>	<b>16</b>	<b>16</b>	<b>414</b>	<b>\$13,398</b>	<b>\$35,979</b>	<b>\$5,400</b>	<b>\$42,379</b>
<b>TOTAL - DESIGN &amp; CONSTRUCTION</b>	<b>30</b>	<b>9</b>	<b>680</b>	<b>104</b>	<b>256</b>	<b>1,079</b>	<b>\$32,345</b>	<b>\$89,272</b>	<b>\$16,300</b>	<b>\$105,572</b>

**PROJECT SCHEDULE**  
**VILLAGE OF HINSDALE**  
**2012 RESURFACING PROJECT**

		2011						2012						
Months		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY
Data Collection	N O T I F I C A T I O N  P R O C E E D	XXXXX												
Final Design			XXXXX	XXX										
Plan Preparation				XXXXX	XXX	XX								
Document Preparation					XX	XX								
Village Review					RR	RR								
IEPA Permitting							RRRR	RRRR						
Bidding							XX							
Construction (42 Working Days)												XXXXX	XXXXX	XXXXX

NOTIFICATION TO PROCEED - June 30, 2011



HRGreen

June 3, 2011

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

Re: 2012 Road Resurfacing Project, Hinsdale, Illinois

Dear Mr. Deeter,

As requested, we are pleased to submit the following proposal for engineering services in support of your 2012 Road Resurfacing Project.

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

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

Sincerely,

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

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


Enclosures

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

\\HRGNLS\Data\87110181\Proposal\Corr\lir-122810-cover\_ltr.docx

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805  
323 Alana Drive, New Lenox, Illinois 60451

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

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

#### Section Description

Name Various St. Improvements Route \_\_\_\_\_ Length 13,840' KM( 2.62 Miles)(Structure No. \_\_\_\_\_ )

Termini Various

#### Description

Improvements to various streets including HMA surface removal, patching, HMA Surface Course; water main construction; sanitary sewer rehabilitation; and Maintenance of Traffic. Streets include Clay St. from Hinsdale Ave. to Fourth St. & from North St. to northern termini; Fourth St. from Madison St. to Garfield St. & from Garfield St. to County Line Rd.; Monroe St. from North St. to Walnut St.; Walnut St. from Bruner St. to Monroe St.; Quincy St. from North St. to Hickory St.; Third St. from Garfield St. to County Line Rd.; York Rd. from Ogden Ave. to The Lane; & Second St. from Clay to Vine St.

#### Agreement Provisions

#### The Engineer Agrees,

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

Note Four copies to be submitted to the Regional Engineer

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

- and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1k, 2, 3, 5 and 6 in accordance with **ATTACHMENT A - \$100,570.00** ~~one of the following methods indicated by a check mark:~~

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

**Schedule for Percentages Based on Awarded Contract Cost**

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

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

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

**Grade Classification  
of Employee**

**Hourly Rate**

Principal Engineer	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until \_\_\_\_\_. In event the services of the ENGINEER extend beyond \_\_\_\_\_, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.



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

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

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

---

**It is Mutually Agreed,**

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

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

Clerk

(Seal)

By Daniel M. Deeter, P.E.

Title: Village Engineer

Executed by the ENGINEER:

HR Green, Inc.

323 Alana Drive

ATTEST:

New Lenox, IL 60451

By M. Akram Chaudhry

Akram Chaudhry, P.E.

Title: Principal

Scott Creech, P.E.

Title: Site Manager -New Lenox

Approved

\_\_\_\_\_  
Date

Department of Transportation

\_\_\_\_\_  
Regional Engineer

# **ATTACHMENT A**

## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**VILLAGE OF HINSDALE - 2012 RESURFACING PROJECT**

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

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

T. Scott Creech, P.E.  
HR Green, Inc.  
323 Alana Drive  
New Lenox, IL 60451  
(815) 462-9324  
HR Green Project Number: 87110181

June 3, 2011

## **TABLE OF CONTENTS**

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

THIS **AGREEMENT** is between the Village of Hinsdale (hereafter "CLIENT") and HR GREEN, Inc.(hereafter "COMPANY").

## **1.0 Project Understanding**

### **1.1 General Understanding**

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated May 17, 2011 and 2012 Resurfacing RFP Addendum email received May 20, 2011.

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

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2012 Resurfacing Project, located in DuPage/Cook Counties, Illinois are detailed within this contract as referenced in paragraph 1.k of the BLR 05512 Preliminary/Construction Engineering Services Agreement for MFT Funds.

The 2012 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

#### **A. Clay Street**

- from Hinsdale Avenue to Fourth Street  
Length ≈ 876 feet  
*Work Scope: replace 4" water main with 8" water main (1000 ft), pavement patching; 2" HMA Mill and Resurface; San. Sewer Lining/Repair*  
Surveying Scope: Topographic Survey within the existing public right-of-way (1000 ft. for water main).  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

#### **B. Fourth Street**

- from Madison St. to Garfield St.  
Length ≈ 2550 feet  
*Work Scope: : replace 8" water main with 8" water main, pavement patching; 2" HMA Mill and Resurface; Abandon 4" water main (Madison to Grant)*  
Surveying Scope: Topographic Survey within the existing public right-of-way (2550 ft. for water main).  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

#### **C. Clay Street**

- from North Street to north termini  
Length ≈ 730 feet  
*Work Scope: replace 6" water main with 8" water main (730 ft), pavement*

*patching; 2" HMA Mill and Resurface; San. Sewer Lining/Repair*  
Surveying Scope: Topographic Survey within the existing public right-of-way (730 ft. for water main)  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

D. Monroe Street

- from North Street to Walnut Street  
Length ≈ 960 feet  
*Work Scope: 2" HMA Mill and Resurface; San. Sewer Lining/Repair (540 ft.)*  
Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

E. Walnut Street

- from Bruner Street to Monroe Street  
Length ≈ 1070 feet  
*Work Scope: 2" HMA Mill and Resurface*  
Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

F. Quincy Street

- from North Street to Hickory Street  
Length ≈ 460 feet  
*Work Scope: 2" HMA Mill and Resurface; San. Sewer Lining/Repair (530 ft.)*  
Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

G. Third Street

- from Garfield Street to County Line Road  
Length ≈ 2300 feet  
*Work Scope: 2" HMA Mill and Resurface*  
Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

H. Fourth Street

- from Garfield Street to County Line Road  
Length ≈ 2680 feet  
*Work Scope: 2" HMA Mill and Resurface*  
Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

I. York Road

- from Ogden Avenue to The Lane  
Length ≈ 1750 feet  
*Work Scope: 2" HMA Mill and Resurface*

Surveying Scope: N/A  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

J. Second Street

- from Clay Street to Vine Street  
Length  $\approx$  340 feet  
*Work Scope: replace 4" water main with 8" water main, pavement patching; 2" HMA Mill and Resurface*  
Surveying Scope: Topographic Survey within the existing public right-of-way (340 ft. for water main)  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

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

The construction contract for the 2012 Resurfacing Project is anticipated to commence Spring of 2012 and be completed by the Fall of 2012. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Topographic Survey

A. Right-of-Way

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

B. Topographic Survey

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

which is on the NAVD 88 vertical datum. Coordinates shall be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

C. Topographic Survey Drawing

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

2.2 Roadway Design and Contract Plan Preparation

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

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

B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2012 Resurfacing Project. This contract is based on the following:



- i. The roadway improvements include approximately 13,670 feet of existing residential roads along the segments specified above in Section I – Project Understanding.
  - ii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas). Video televising of sewers is included herein.
  - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced or replaced to full depth where trenching operations for water main are required. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
  - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
  - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
  - vi. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. This work is anticipated to include nine (9) soil borings taken within the limits of the proposed water main construction as noted in previous section. The borings are anticipated to be required to a depth of five (5) feet and are for the purposes of determining suitable soils for storm sewer construction as proposed within the request for proposal. The soils boring information shall be compiled in an abbreviated soils report which shall summarize the approximate soil conditions and associated construction recommendations within the anticipated storm sewer construction corridor.
- C. Developing Sanitary Sewer and Water Main Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the utility improvements associated with the Village of Hinsdale 2011 Resurfacing Project. This contract is based on the following:
- i. Within Clay St. right-of-way from Hinsdale Ave. to Fourth St. approximately 1000 lineal feet of 4" water main shall be replaced with new 8" diameter water main. Similarly within Fourth St. right-of-way from Madison St. to Garfield St. approximately 2550 lineal feet of 8" water main shall be replaced with new 8" diameter water main. Also within Fourth St. right-of-way from Madison to Grant St. approximately 1200 lineal feet of existing 4" diameter water main shall be abandoned and services transferred to newly construction 8" diameter water main. Within Clay St. right-of-way from North St. to the northern termini, approximately 730 lineal feet of 6" water main shall be replaced with 8" diameter water main. Lastly, within Second St. right-of-way from Clay St. to Vine St. approximately 340 lineal feet of 4" water main shall be replaced with 8" diameter

- water main. Size and material of both the existing water main and the proposed replacement shall be confirmed by the CLIENT prior to design.
- ii. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
  - iii. Approximately 876 lineal feet of sanitary sewer located within Clay St. right-of-way from Hinsdale Ave. to Fourth St. shall be lined with cured-in-place pipe lining construction materials and construction. Similarly, approximately 730 lineal feet of sanitary sewer located within Clay St. right-of-way from North St. to northern termini shall be lined with cured-in-place pipe lining construction materials and construction. Additionally, approximately 540 lineal feet of sanitary sewer located within Monroe St. right-of-way from North St. to Walnut St. shall be lined with cured-in-place pipe lining construction materials and construction. Lastly, approximately 530 lineal feet of sanitary sewer located within Quincy St. right-of-way from North St. to Hickory St. shall be lined with cured-in-place pipe lining construction materials and construction. COMPANY shall provide specifications and details for bidding and construction of proposed sewer lining improvements. Based on similar project experience, it is not anticipated that a permit from the IEPA will be necessary and therefore these services are not included herein.
  - iv. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. Sub-consultant services have been included in this contract for video inspection prior to design.
  - v. Upon review of the field records and the TV Video documentation, it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.
  - vi. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the preliminary (60%), pre-final (90%) and final (100%) submittals.
  - vii. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

D. Meetings, Coordination, and Administration

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

- Three (3) design related meetings with the CLIENT.
- One (1) meeting with Illinois Department of Transportation - BLR

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file

management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

## 2.3 Construction Observation

### A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

### B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 40 working days to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDR) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT Staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

### C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

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

- D. **Administration/Coordination**  
This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.
- E. **Project Close Out**  
COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

### 3.0 Deliverables and Schedules Included in this Agreement

#### Anticipated Deliverables -

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

The projected Contract Plans are based on an estimated project length of 13,840 feet. Standard scale for drawings shall be 1 inch = 20 feet. The estimated plan sheets are as follows:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
Summary of Quantities	1
General Notes	1
<u>Typical Sections (Existing and Proposed):</u> Clay St (2), Fourth St.(2), Monroe St., Walnut St., Quincy St., Third St., York Rd, Second St.	2
Paving Schedule	1
Storm Sewer Schedule (included on plan sheets)	
<u>Water Main Plans – 20 Scale (600' per sheet):</u> Clay St. Water Main (1000' & 730') – four (4) sheets Fourth St. Water Main (2550') – five (5) sheets Second St. Water Main (340') – one (1) sheet	10
<u>Miscellaneous Details:</u> This item includes the incorporation of CLIENT and IDOT District 1 standard details, as well as any project specific details that may be required to help describe the proposed construction.	2
<b>Estimated Total No. of Sheets</b>	<b>19</b>

**Anticipated Project Schedule-**

- Design Notice to Proceed – August 1, 2011
- 60% Submittal to CLIENT– October 31, 2011
- Receipt of Comments – November 14, 2011
- 90% Submittal to IDOT/IEPA/CLIENT – December 19, 2011
- Receipt of Comments – January 13, 2012
- 100% Submittal to IDOT/CLIENT – January 27, 2012
- IEPA Division of Public Water Supplies Construction Permit – mid-February 2012
- Local Bid Opening – March 30, 2012
- Construction Contract Approval – early May, 2012
- Construction Start – June 1, 2012
- Construction Completion – August 30, 2012 (Est. 40 Working Days required)

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

**4.0 Items not included in Agreement/Supplemental Services**

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

\*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

## **5.0 Services by Others**

COMPANY has included a budgetary amount for Geotechnical Engineering services to be provided by others under a sub-consultant agreement within this contract/proposal. Geotechnical Services included are nine (9) borings at 5' depth as associated with the project water main improvements in various locations and shall include testing for BTEX, PNA, and SPLP metals.

COMPANY has included a budgetary amount for Televising of Sanitary Sewer to be provided by others under a sub-consultant agreement within this contract/proposal. Televising Services included are for a total of 2,676 feet of sewer to be lined/repared in various locations as specified in Section 1.0 Project Understanding.

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

## **6.0 Client Responsibilities**

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

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

## 7.0 Professional Services Fee

### 7.1 Fees

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

### 7.2 Invoices

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

### 7.3 Extra Work

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 100,570.00.**

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
<b>2.1 Topographic Survey</b>	94	\$ 9,150.00	\$ 150.00	
<b>2.2 Roadway Design and Contract Plan Preparation</b>				
Roadway Design and Contract Plan Preparation	320	\$ 34,170.00	\$ 620.00	
Video Television: Sub- Consultant budgetary #)	n/a			\$4,685.00
Geotechnical Engineering (Sub-consultant budgetary #)	n/a			\$5,000.00
Meetings, Coord., & Admin.	54	\$ 6,585.00	\$ 300.00	
Quality Assurance/Quality Control	12	\$ 1,790.00		
<b>2.3 Construction Observation</b>				

Field Observation (2)	304	\$ 30,400.00	\$ 1,020.00	
Administrative/Documentation	20	\$ 2,250.00		
Meetings/Coordination	13	\$ 1,450.00		
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 3,000.00
<b>Subtotals:</b>	<b>816</b>	<b>\$ 85,795.00</b>	<b>\$ 2,090.00</b>	<b>\$ 12,685.00</b>
<b>Contract Total:</b>		<b>\$ 100,570.00</b>		

**(1) Direct Costs Detail:**

Includes Postage, Mileage for meetings/Field Visits, Plotting Costs

Mileage: Six (6) trips for Survey 50 miles/round trip x \$0.51/mile = \$ 150.00

Printing: Detail breakdown provided upon request = \$ 620.00

Postage: = \$ 200.00

Mileage: Four (4) trips to CLIENT/Site (50 Miles)& Agencies 50 = \$ 100.00

miles/round trip x \$0.51/mile

Mileage: Forty (40) trips to Site (50 Miles/round trip x \$0.51/mile) = \$ 1020.00

\$ 2,090.00

**(2) Construction Observation Services are based on estimated 40 working days for construction.**

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

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

### 8.3 Time Limit and Commencement of Work

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

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as



a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

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

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

**8.12 Governing Law and Jurisdiction**

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

**8.13 Dispute Resolution**

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

**8.14 Attorney's Fees**

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

**8.15 Ownership of Instruments of Service**

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

**8.16 Reuse of Documents**

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

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

**8.17 Failure to Abide by Design Documents or To Obtain Guidance**

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

specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

**8.18 Opinion of Probable Construction Cost**

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

**8.19 Design Information in Electronic Form**

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

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

**8.20 Information Provided by Others**

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

**8.21 Force Majeure**

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

**8.22 Job Site Visits and Safety**

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

**8.23 Hazardous Materials**

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

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**8.24 Certificate of Merit**

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an

independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

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

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

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

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

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional

geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Construction Observation


COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

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

Sincerely,

HR Green, Inc.

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

Approved by: M. Akram Chaudhry

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

Title: Associate Date: 6/3/11

VILLAGE OF HINSDALE

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> EPS Committee	<b>ORIGINATING</b> Community <b>DEPARTMENT</b> Development
<b>ITEM</b> 50/50 SIDEWALK PROGRAM	<b>APPROVAL</b> Dan Deeter Village Engineer

Attached is a resolution appropriating the budgeted \$85,000 for the Annual 50/50 Sidewalk Program for the repair of existing walks. Notices to the residents are mailed on 03/08/12 with a response date of 04/16/12. We anticipate contract bid opening in mid-May. Sidewalk replacement will then begin mid-June and will be completed by late July 2012.

**Motion:** To Approve A Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code.

**STAFF APPROVALS**

<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
---	-----------------	-----------------	-----------------	---

**COMMITTEE ACTION:** At the Zoning and Public Safety Committee meeting on March 22, 2010, the above motion was unanimously approved.

**BOARD ACTION:**



**Illinois Department  
of Transportation**

**Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
(Council or President and Board of Trustees)  
Village Hinsdale of Hinsdale, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$85,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012  
(Date)  
to December 31, 2012  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at District 1, Schaumburg, Illinois.

I, Christine Bruton Clerk in and for the Village  
(City, Town or Village)  
of Hinsdale, County of Cook & DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on \_\_\_\_\_  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Village Clerk  
(City, Town or Village)

<p align="center"><b>Approved</b></p> <p align="center">_____ Date</p> <p align="center"><b>Department of Transportation</b></p> <p align="center">_____ Regional Engineer</p>
--





**Illinois Department  
of Transportation**

**Proposal / Contract Cover**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

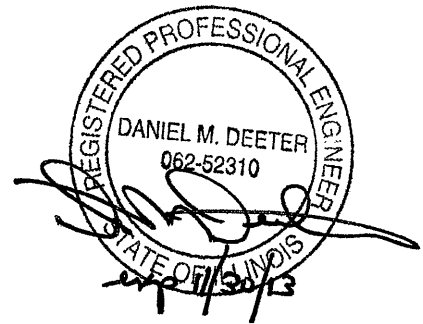
**STATE OF ILLINOIS**

COUNTY OF Cook/DuPage

Village of Hinsdale

(Name of City, Village, Town or Road District)

- ☐ ESTIMATE OF COST
- ☒ SPECIFICATIONS
- ☐ PLANS
- ☐ MATERIAL PROPOSAL
- ☐ DELIVER AND INSTALL PROPOSAL
- ☒ CONTRACT PROPOSAL
- ☐ CONTRACT
- ☐ CONTRACT BOND



**FOR THE IMPROVEMENT OF**

STREET NAME OR ROUTE NO. 50/50 Sidewalk Project

SECTION NO. 12-00000-01-GM

TYPES OF FUNDS MFT and Village of Hinsdale

**For Municipal Projects**

Submitted  
Approved/Passed

Date

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

**For County and Road District Projects**

Submitted/Approved

Date

☐ Highway Commissioner

Submitted/Approved

Date

☐ County Engineer/Superintendent of Highways

**Department of Transportation**

☐ Released for bid based on limited review

Date

Regional Engineer

☐ Concurrence in approval of award

Date

Regional Engineer

---


## MEMORANDUM

---

**TO:** CHAIRMAN LA PLACA AND THE EPS COMMITTEE  
**FROM:** GEORGE FRANCO  
**SUBJECT:** MOSQUITO ABATEMENT SERVICES  
**Date:** 3/8/2012

Public Services staff met with Tom Kessler, the Village's control consultant representative from Clarke Mosquito Control, in late January to review the 2011 annual report. During this conversation, Mr. Kessler mentioned that because the current contract is set to expire on April 30, 2012, Clarke Mosquito Control would be willing to lock in the current year's pricing for a three year term if the Village decides not to go out to bid. Per this proposal, the cost for mosquito abatement program services for the next 3 years would be \$55,496.00. Public Services staff met again in February with Mr. Kessler to review the 3 year proposal. Per Committee discussion during the February meeting, it was noted that Committee would like to re-evaluate services performed after the first year, and have flexibility with the contract in years 2 and 3. Clarke Mosquito Control has agreed to these terms. Attached is a professional services outline for the Village of Hinsdale's environmental mosquito management program which includes services, payment schedule, and contract period.

Public Services staff seeks consideration from Committee to accept the proposal from Clarke Mosquito Control and waive competitive bidding. If committee agrees to move forward with this proposal, the request for board action form is attached.

AGENDA EPS Agenda SECTION NUMBER		ORIGINATING DEPARTMENT PUBLIC SERVICES		
ITEM MOSQUITO ABATEMENT		APPROVAL		
<p>The Public Services department received a proposal from Clarke Mosquito Control for service of mosquito abatement services. The proposal received from Clarke Mosquito Control will lock current pricing for three years with flexibility in year 2 and 3 to raise or lower service levels as designated by the Village.</p> <p>Public Services staff would like to recommend the extension of bid #1457 for the service of mosquito abatement services be awarded to Clarke Mosquito Control in the bid amount for FY 2012-13 of \$55,496.00, and if the Committee concurs, the following motion would be appropriate:</p> <p><b>MOTION: To recommend to the Board of Trustee's to waive competitive bidding requirements and approve the proposal for the service of mosquito abatement services to Clarke Mosquito Control for FY2012-13 in the amount of \$55,496.00.</b></p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGERS APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



**Clarke Environmental Mosquito Management, Inc.**  
**Professional Services Outline For**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

**Part I. General Service**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Hinsdale additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels (including NPDES)

**Part II. Surveillance and Monitoring**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Hinsdale representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
  - 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing VecTest® technology for West Nile Virus.
  - 2. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Hinsdale to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

**Part III. Larval Control**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Seventeen (17) inspections
  - 1. Fourteen (14) complete inspections of up to twenty-four (24) sites as outlined by most recent Clarke GIS Survey.
  - 2. Three (3) targeted inspections of up to fifteen (15) known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.



- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and Altosid®.
  - 1. The program provides for fifty-one (51) acres of VectoBac® larviciding with backpack or hand equipment.
- D. Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control in known breeding habitats.
- E. Catch Basin Control:
  - 1. Catch Basins: One (1) treatments of up to 1,705 street side catch basins, inlets and manholes with Altosid® XR briquettes or a sustained slow release insecticide.
  - 2. Catch Basins: One (1) treatment (Booster) of up to 1,705 street-side catch basins, inlets, and manholes with Vectolex® WSP, slow release insecticide, for late season control.

#### **Part IV. Adult Control**

- A. Adulticiding in mosquito harborage areas:
  - 1. As authorized by the Village of Hinsdale, truck Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for any community special events will be charged at \$385.00 per treatment.
- B. Adulticiding in Residential Areas:
  - 1. As authorized by village staff, community-wide truck ULV treatments of up to 46.5 miles of streets with Anvil® 10+10 or synthetic pyrethroid insecticide. Any authorized applications will be priced at \$5,517.00 per treatment.
- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

**2012 EMM Payment Total Cost for Parts I, II, III, IV\*\***

**\$55,946.00**

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.**  
**Client Agreement and Authorization**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

- I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2012 Professional Services Cost Outline, the total for the 2012 program is \$55,496.00. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Village of Hinsdale has the option to extend this program and re-negotiate the contract services for 2013 and 2014 at the same rates as the 2012 agreement.

**PROGRAM PAYMENT PLAN**

Month	2011	2012
June	\$13,784.00	\$13,784.00
July	\$13,784.00	\$13,784.00
August	\$13,784.00	\$13,784.00
September	\$13,784.00	\$13,784.00
<b>TOTAL</b>	<b>\$55,496.00</b>	<b>\$55,496.00</b>

II. **Approved Contract Period and Agreement:**

☐ **2012 thru 2014 Season**

*The Village of Hinsdale has the option to extend this program on a yearly basis for the 2013 and 2014 seasons with a base rate the same as the 2012 agreement. Adjustments for the 2013 and 2014 seasons will remain flexible with the potential for lower/higher service levels, as designated by the Village of Hinsdale.*

**For Village of Hinsdale:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name: \_\_\_\_\_ Title: Control Consultant Date: 02/23/2012  
Tom Kessler



**Clarke Environmental Mosquito Management, Inc.**  
**Client Authorization**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
E-mail: \_\_\_\_\_

**\*\*In an effort to be more sustainable, we ask that you provide us with an  
Email address that the invoices should be sent to.\*\***

**Treatment Address (if different from above):**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person for Village of Hinsdale:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_


**Alternate Contact Person for Village of Hinsdale:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Tom Kessler  
110 E. Irving Park Road, 4<sup>th</sup> Floor, Roselle, IL 60172-9963 or Fax at (630) 894-1774

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b>		<b>DEPARTMENT PUBLIC SERVICES</b>		
<b>ITEM 60 HP PUMP MOTOR REPLACEMENT</b>		<b>APPROVAL</b>		
<p>There is \$25,000 budgeted in the Water &amp; Sewer Department operations and maintenance fund (6102-7918) to complete the removal and replacement of a 60 hp pump motor and cleaning and inspection of the existing pump assembly, which is located in the Water Plant building. The current motor was installed new in 1993 and rebuilt in 2003. Staff has received 3 quotes for this service. The low quote received was from Municipal Well &amp; Pump, in the amount of \$12,910.00. The three quotes received are under the presumption that the existing pump assembly is able to be re-used. In the event this is not possible, staff will have repairs made with approval from the Village Manager, not to exceed the budgeted amount of \$25,000.00.</p> <p>Public Services staff would like to recommend to Committee the award for the services of replacement of the 60 hp pump motor and cleaning and inspection of the pump assembly located in the Water Plant building to Municipal Well and Pump, in the amount of \$12,910.00, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To approve the removal and replacement of a 60 hp pump motor and cleaning and inspection of pump assembly to Municipal Well and Pump, in the amount of \$12,910.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> 
				<b>APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



February 23, 2012



Village of Hinsdale  
225 Symonds Drive  
Hinsdale, IL 60521-3489

Attn: Mr. Mark Pelkowski, Lead Water Operator

Re: 60HP Booster Repair

Dear Mark:

Having reviewed the project site and scope of services requested with you last week, we are pleased to provide pricing for the removal and inspection of the booster pump, in addition to furnish pricing for a new 60HP Vertical Motor motor and new 10-inch Wafer check valve.

Our scope of services will include the following:

1. Mobilization to jobsite
2. Lock-out/Tag-out and site safety inspection meeting(to be conducted daily)
3. Remove existing 60HP booster pump
4. Disassemble & inspect entire assembly
5. Furnish complete report on equipment and recommended repairs
6. Furnish & Install new 60HP Vertical Motor, WP1 motor
7. Furnish & install new 10-inch Wafer Check Valve & Bolting
8. Install repaired pump per report
9. Start-up & test
10. Conduct vibration analysis
11. Furnish operation & maintenance manuals
12. Demobilization to shop

After review of our scope, in addition to our proposal sheet attached, please do not hesitate to contact our office should you have any questions concerning the proposed work. We are readily available to perform the work, in addition to conforming to Illinois Prevailing wages and the Illinois Preference Act, HB 6349 which outlines State requirements for Illinois workers.

We look forward to being of service to you and the Village of Hinsdale.

Very Truly Yours,  
MUNICIPAL WELL & PUMP

*Dick Milaeger*

Richard N. Milaeger  
Vice President

Enclosure: Proposal Outline



**MUNICIPAL**  
WELL & PUMP  
Water and Air Conditioning Service, Inc.

## Project Proposal

Re: Hinsdale 60HP Booster Repairs

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Labor to Remove & Inspect Booster	1	Lsum	3,390.00	\$ 3,390.00
2	New 60HP Motor	1	each	3,880.00	3,880.00
3	New 10" Valmatic Check Valve, installed	1	each	2,250.00	2,250.00
4	Labor to Install Booster	1	Lsum	3,390.00	3,390.00
5				-	-
6				-	-
7				-	-
8				-	-
9				-	-
10				-	-
11				-	-
12				-	-
13				-	-
14				-	-
15				-	-
16				-	-
17				-	-
18				-	-
19				-	-
20				-	-
21				-	-
22				-	-
23				-	-
24				-	-
25				-	-
26				-	-
27				-	-
28				-	-
29				-	-
30				-	-
31				-	-
32				-	-
33				-	-
34				-	-
35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
<b>Total Project Proposal</b>					<b>12,910.00</b>

Dated: February 22, 2012

By:

Dick Milaeger

Dick Milaeger  
Vice President Sales  
Municipal Well & Pump

February 6, 2012

Mr. Mark Pelkowski  
Village of Hinsdale  
225 Symonds Drive  
Hinsdale, IL 60521-3489

**RE: 60 HP Pump Maintenance Proposal**

Dear Mr. Pelkowski:

As you requested, we have updated our pricing for the removal and inspection of your 60 HP booster pumping assembly. This pumping assembly was last serviced by Layne in 1992.

As with all projects of this nature we propose to conduct the repairs on a time and materials basis in accordance with the rates and terms established in the enclosed Work Order form. After further review of the site constraints by Layne's safety department the procedure for pump removal and installation will be modified from previous years to ensure a safe working environment. This will include a 3 man crew, confined space, and flotation equipment. The project will begin by mobilizing a three man crew to the site to remove the existing pumping assembly for inspection. The motor will be taken to a motor shop for disassembly and inspection and the bowl and column assemblies will be completely disassembled, sandblasted and inspected in our machine shop in Aurora, IL. Once this inspection is complete the Village will receive a detailed inspection report with our repair recommendations and the costs associated with these recommendations. No repairs will begin without the Village's prior approval. Upon completion of these repairs we will return and reinstall the pumping assembly and conduct pump startup to ensure that all components are operating as designed.

We estimate that the removal and eventual reinstallation of this pumping assembly will require 24 hours of a three man crew with hand tools and a service truck (\$406.00/hr), an estimated total cost of \$9,744.00. We assume that the chain hoist in the pump room is in adequate working condition and is available for our use during pump removal. Pump disassembly, sandblasting, and inspection will be approximately \$1,724.00.

As we discussed, a new 60 HP motor can be provided upon reinstallation for a cost of \$4,648.00. If the Village elects to purchase a new motor the existing 60 HP motor may be repairable as a spare. If the Village would like to have the existing motor disassembled and inspected the cost will be \$400.00.

A new 10" Valmatic 1400 check valve can be provided for \$1,464.00. This will be installed when we return to install the repaired pumping assembly.



17,980

Village of Hinsdale, IL  
Re: 60 HP Pump Maintenance Proposal  
February 6, 2012

Page 2 of 2

Layne values our longstanding relationship with the Village of Hinsdale and is looking forward to the possibility of again being of service to the Village. Please do not hesitate to contact me with any questions regarding this project or to discuss this proposal in more detail. I am always available either in the office at 630.897.6941 or on my mobile at 708.243.3673. If you desire to proceed, please sign and return a copy of this letter to our Aurora office. We should be able to mobilize a service crew within two weeks of receiving your signed approval.

Respectfully,

**Layne Christensen Company**

Christopher G. Peschang, P.E.  
Business Development Manager

Enclosures

Authorization to Proceed

\_\_\_\_\_  
Village of Hinsdale, IL

\_\_\_\_\_  
Date





# WORK ORDER

## LAYNE CHRISTENSEN COMPANY

### PROFESSIONAL SERVICES FOR WATER SYSTEMS

721 West Illinois Avenue • Aurora, Illinois 60506-2892 • 630/897-6941  
229 West Indiana Avenue • Beecher, Illinois 60401 • 708/946-2244

Purchaser Village of Hinsdale  
Address 225 Symonds Drive  
Job Location Hinsdale, IL 60521-3489

The undersigned Purchaser hereby instructs Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

- |   |                            |
|---|----------------------------|
| 1. Serviceman or machinist with hand tools.....   | \$ 136.00 per hour         |
| 2. Serviceman with service truck and tools or welding truck .....                                     | 166.00 per hour            |
| 3. Machinist with machine shop equipment .....  | 153.00 per hour            |
| 4. Machinist with 12" pipe threading machine .....  | 179.00 per hour            |
| 5. Serviceman with small hoist or winch truck or sandblast equipment .....                            | 202.00 per hour            |
| 6. Operator and backhoe.....  | 203.00 per hour            |
| 7. Serviceman with small service rig or large hoist or flatbed crane .....                            | 214.00 per hour            |
| 8. Serviceman with large service rig or large cable tool rig or 15 ton truck crane.....               | 252.00 per hour            |
| 9. Helpers (per helper) .....   | 120.00 per hour            |
| 10. Time and one half rate for serviceman .....   | add 68.00 per hour         |
| 11. Double time rate for serviceman.....  | add 136.00 per hour        |
| 12. Time and one half rate for helpers (per helper) .....   | add 60.00 per hour         |
| 13. Double time rate for helpers (per helper) .....   | add 120.00 per hour        |
| 14. Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate above: |                            |
| (a) Auto.....   | 0.55 per mile              |
| (b) Pickup truck .....  | 0.70 per mile              |
| (c) One-ton truck .....   | 1.00 per mile              |
| (d) Flat-bed truck.....   | 2.20 per mile              |
| (e) Semi-trailer truck.....   | 2.75 per mile              |
| 15. Per Diem:   |                            |
| (a) Over 45 miles to 96 miles radius from base.....   | 35.00 + motel cost/man/day |
| (b) Over 96 miles from base .....   | 40.00 + motel cost/man/day |

#### Remarks:

**Per proposal dated 2/6/12 for repairs to 60 HP high service pump.**

NOTE: The final invoice will reflect the actual time and materials used on the job multiplied by the unit rates/prices indicated above and in any estimates provided. Any applicable taxes are not included and would be added to the invoice.

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

100111

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

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

## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

**INSURANCE:** Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option may maintain such insurance as will protect it against claims arising out of the work.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies for as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay any and all attorney's fees and court costs should attorneys be utilized or court proceedings initiated to collect past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**GUARANTEE AND LIABILITY:** Contractor warrants that its services will be performed in conformity with the standard of care in effect in its industry at the time of performance of such services. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alternations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, caused of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligence act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, caused of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

**INTERPRETATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

**ASSIGNMENT & SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

**37 Forestwood Drive  
Romeoville IL, 60446**

## Quote

No. Q12-06

Name Metropolitan Industries, Inc.

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date 2/8/2012

Contact Ray Thoms

Title \_\_\_\_\_

Dept. Service


Qty	Description	Unit Price	TOTAL
1	<b>Remove and Replace Vertical Pump, Motor and Check Valve</b> Remove existing motor, vertical turbine pump and 10" discharge check valve. Load motor and pump on truck (provided by Metropolitan) Take delivery and reinstall vertical turbine pump and motor. Furnish and install new ValMatic 10" wafer silent check valve. Furnish new bolts and gaskets.	20,400.00	20,400.00
1	labor to inspect the pump and motor, quote repairs seperately		1,840.00
	<b><u>Clarifications:</u></b> Our standard insurance coverages will be supplied  No electrical work No taxes,bonds or permits		

Name Hinsdale Pump Station

Ref. No. \_\_\_\_\_ Delivery \_\_\_\_\_

SubTotal	\$ 22,240.00
<b>Total</b>	<b>\$ 22,240.00</b>

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b>		<b>DEPARTMENT PUBLIC SERVICES</b>		
<b>ITEM</b> Bid #1511 Gravity filter media removal & replacement		<b>APPROVAL</b>		
<p>There is \$45,000.00 budgeted in Water &amp; Sewer Operations (6102-7918) to replace the filtration media located at the Water Plant building which is utilized to ensure proper filtration when Village wells are operating. Staff received 2 bids on February 29, 2012 for this service. The low bidder was Layne Christensen Company with a bid comparison price of \$53,793.00. While this price is over the budgeted amount, staff would like to ask Committee to utilize \$8,793.00 from the fire hydrant account (6103-7912) which currently has a balance of \$10,000.00 to have this work completed. A bid comparison is attached.</p> <p>Public Services staff would like to recommend to Committee the award of bid #1511 for the services of gravity filter media removal and replacement to Layne Christensen Company per bid unit pricing, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To award bid #1511, for the service of gravity filter media removal and replacement, to Layne Christensen Company in the bid amount of \$53,793.00.</b></p>				
<b>STAFF APPROVALS</b>				
				<b>MANAGER'S</b>
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



PROJECT NUMBER: 1511  
 PROJECT NAME: GRAVITY FILTER MEDIA REMOVAL & REPLACEMENT  
 DATE: February 29, 2012  
 BUDGET: Budget Amount \$45,000

Name:  
 Address:

	ME Simpson Co., Inc. PO Box 1995 Valparaiso, IN 46384-1995	Layne Christensen Co 721 W Illinois Ave Aurora, IL 60506	All Service Contracting Co 2024 E. Damon Ave. Decatur, IL 62526
	NO BID	10% bid bond	10% Bid bond

Bid Security:

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Media removal	1		0.0000	0.00	19715.0000	19715.00	15737.0000	15737.00		
2	Materials	1		0.00	0.00	19465.000	19465.00	13504.68	13504.68		
3	Media replacement	1		0.00	0.00	14613.000	14613.00	26538.00	26538.00		
Extended Totals					0.00		53793.00		55779.68		

**Thomas Bueser**

---

**From:** George Franco

**Sent:** Thursday, March 01, 2012 11:07 AM

**To:** David Cook

**Cc:** Darrell Langlois; Thomas Bueser

David

Darrell has adjusted the Est, Actual for the Media change out at Water Plant using fire hydrant money to cover the higher bids Approx, \$8000.00 We will add to the EPS Memo's.

Thank You

George Franco

Director Of Public Services

Village Of Hinsdale

19 E Chicago Ave

Hinsdale Ill 60521

630-789-7041

630-789-7046 fax

gfranco@villageofhinsdale.org