

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, MAY 14, 2012**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:34 P.M., Monday May 14, 2012, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

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

ABSENT: None

ALSO PRESENT: Dave Cook, Village Manager; George Franco, Director of Public Services; Robb McGinnis, Director of Community Development; Tom Bueser, Deputy Director of Public Services; John Finnell, Village Arborist; Dan Deeter, Village Engineer.

Approval of Minutes – April 9, 2012

The EPS Committee reviewed the minutes from the April 9, 2012 meeting. Trustee Saigh motioned for approval of the April 9, 2012 minutes. Trustee Geoga seconded. The motion passed unanimously.

Public Services Monthly Report

Mr. Franco updated the committee on the status of the Public Service Department. The Department has started their annual spot grinding and patching of road surfaces throughout the Village. Fifty-seven trees have been planted in public areas this spring. Two hundred and ninety ash trees have been injected to protect against the emerald ash borer.

Water Restrictions Mr. Franco reminded the committee that lawn sprinkling restrictions will go into effect from May 15 through September 15. During this period, lawn sprinkling will be permitted only from 6 – 10 AM and 6 – 10 PM on the corresponding days – even numbered street addresses on even calendar days and odd numbered street addresses on odd calendar days. No sprinkling will be permitted on May 31st, July 31st, and August 31st.

Permission to Seek Bids Chairman LaPlaca introduced this agenda item. Mr. Franco explained the need for seeking bids for the following maintenance items for the Memorial Building – painting, window sill replacement, and storm window replacement. Trustee Saigh asked whether a certificate of appropriateness would be required for the window sills since the Memorial building is a local landmark. Mr. Franco said that a certificate would not be required for this work. The committee directed staff to seek the bids.

Proposed Parkway Tree Removal from Village Property at 702 S. Monroe. Chairman LaPlaca introduced this agenda item. Mr. Franco and Finnell provided additional information on the issue. The tree is a 9.0" diameter honeylocust that was approved to be relocated during the plan review. However, the tree transplant company determined it was too large to be transplanted. The developer is now requesting permission to remove the tree. Chairman LaPlaca stated that too many tree removal requests were being presented to the committee that, due to various circumstances, leave the committee with little to no discretion. Chairman LaPlaca suggested that improved communications during the permitting process would help to address this problem. Additionally, Chairman LaPlaca will investigate amending the ordinance to make penalties for tree removal significantly more expensive. All the committee members agreed that incentives should be created to encourage developers to avoid removing trees. Mr. Steve Sobkowiak, CEO of Oakley Home Builders, addressed the committee about the tree removal at 702 S. Monroe. Because attempts to relocate the tree at 702 S. Monroe had failed, the committee agreed to allow the removal of this tree.

Engineering Monthly Report

Mr. Deeter updated committee on the status of Veeck Park restoration, Oak Street Bridge replacement, the Chestnut Street Project, 2012 Resurfacing and Reconstruction Projects, Woodlands Phase 1, and the 2013 Resurfacing and Reconstruction Projects. To expedite the Woodlands Phase 1 project, the committee directed staff to present the award recommendation for the construction bid to the Board of Trustees at the June 5, 2012 meeting.

Parkway Tree Conflict with Proposed Sidewalk at the Southwest Corner of chestnut and Monroe Streets. Chairman LaPlaca introduced this agenda item. Mr. Deeter explained that there is a conflict at this intersection between the Master Sidewalk Plan and the preservation of a 30-inch catalpa tree. Excavation into the tree's root zone would be required to make the proposed sidewalk meet the Americans with Disabilities Act (ADA). If the ADA compatible ramps and landings were not established on the southwest corner, there would still be ADA accessible routes/crossings on the north and east sides of the intersection. The committee directed staff to preserve the tree and minimize the construction in the root zone.

To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 644 S. Thurlow Street at a Purchase Price of \$8,500. Chairman LaPlaca introduced this agenda item. Mr. Deeter provided additional information and answered the committee's questions. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Award the Engineering Services for the Design of the 2013 Road Resurfacing Project to Rempe-Sharpe and Associates, Inc. in the Amount Not to Exceed \$55,254.00. Chairman LaPlaca introduced this agenda item. Mr. Deeter provided further information and answered the committee's questions. Trustee Geoga motioned to approve. Trustee Haarlow seconded. The motion passed unanimously.

To Award the Engineering Services for the Design of the 2013 Road Reconstruction Project to Rempe-Sharpe and Associates, Inc. in the Amount Not to Exceed \$94,939.00. Chairman LaPlaca introduced this agenda item. Mr. Deeter provided further information and answered trustees' questions. Trustee Haarlow motioned to approve. Trustee Geoga seconded. The motion passed unanimously.

To Approve the Request from John Neri Construction Company, Inc. to Change the N. Washington Street Project's Daily Start Time from 8:00 Am to 7:00 AM. Chairman LaPlaca introduced this agenda item. Mr. Deeter reported that residents on the streets to be improved had been notified of the request and were asked for their input. Twenty-two residents approved of the early start time and two did not approve. Mr. Nick Neri, President of John Neri Construction, addressed the committee and answered their questions. Trustee Saigh motioned to approve. Trustee Haarlow seconded. The motion passed unanimously.

To Approve a Resolution for the Chestnut Street Contract Change Order Number 1 in the Amount of \$9,495.20 to Chicago Testing Laboratory, Inc. Chairman LaPlaca introduced this agenda item. Mr. Deeter provided further information and answered trustees' questions. Since the original cause of this change order was an omission by Clark Dietz, the committee directed staff to send a letter to Clark Dietz, Inc. stating that this amount will be deducted from the next Clark Dietz invoice pending the completion of negotiations regarding the responsibility for this obligation. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

To Recommend to the Board of Trustees Approval of an Ordinance Authorizing the Sale by Auction of Personal Property Owned by the Village of Hinsdale. 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.

To Recommend to the Board of Trustees The Approval for the Purchase of a 2012 Ford F250 with plow from Morrow Brothers Ford, Inc. under the state contract #4015998 in the amount of \$31,414.00 Chairman LaPlaca introduced this agenda item. Mr. Franco provided further information and answered trustees' questions. Trustee Haarlow motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Geoga seconded. Motion carried and the meeting was adjourned at 9:03 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-MAY 2012
Date: 6/5/12

The Public Services Department has been preparing for the arrival of the upcoming summer season. The repairs to the Community Swimming Pool have been completed with all components in good working order. The pool has been fully functional since early May. Public Services staff completes a daily check of the pool during the week and makes any repairs and/or adjustments as necessary. Roadway patches due to water main breaks during the fall, winter, and spring seasons have been completed with crews now focusing on the roadway grinding and asphalt repairs. Roadways which have been completed through the grinding and patching program include:

- Birchwood Road (east of Madison St.)
- Warren Terrace
- Warren Court
- Wedgewood Court
- Hickory Street between Adams St. and Bruner St.

Public Services crews responded to and repaired three water main breaks during the month of May. The dates, locations, and pipe sizes are listed below:

- | | | |
|------------|---------------------------|--------------|
| 1. 5/8/12 | 618 Chestnut St. | 6" cast pipe |
| 2. 5/21/12 | 630 S. Bruner St. | 6" cast pipe |
| 3. 5/24/12 | Quincy St. & Chestnut St. | 4" cast pipe |

The summer special events season has begun with Public Services Department assisting with the Memorial Day Parade, the Humane Society's

Pet Walk, The Lane School Field Day held at Pierce Park, the St. Isaac's Field Day party held at Robbins Park, and the annual Farmer's Market. Staff will be focusing on assisting with upcoming special events, which include, The annual Fine Arts Festival, Uniquely Thursday's, and the July 4th celebration events. The Public Services has been involved in other projects which include:

- Village staff completed the installation of plantings in flowerbeds in the Business District.
- Village staff coordinated the fertilizer applications on green spaces throughout the Village per IPM regulations.
- Public Services crews have completed general preventative maintenance on the high service pump motors located at the water plant and the pump motors located in the well houses, as well as monitoring for water restriction violations.
- Public Services crews completed one round of garbage receptacle cleaning within the Business District.
- Village staff is preparing for the yearly task of surveying for Dutch Elm Disease. The first round of surveying will begin on June 11th and should be completed by the 15th, with crews then beginning the sampling and testing of elm trees as needed.
- Village staff has coordinated crews to complete weekend refuse removal in parklands and the Business District.
- Village crews have continued with the catch basin cleaning program, cleaning debris from inside 10 catch basins.
- The planting of 5 Tribute Trees installed in public parkways, KLM, Robbins Park, and west of Monroe School.
- The contractual planting of 57 trees in Village parkways, with staff planting three trees at KLM and in the Business District.
- Line striping of the Business District has begun. Crews will attempt to have the striping completed by July 4th.

- The treatment of an additional 51 ash trees by soil injection to control Emerald Ash Borer. The trunk injection treatments on South Garfield for another 29 ash trees will begin on June 5th, and should be completed by June 8th. A total of 372 ash trees will have been treated since April 2012.
- Staff reviewed and commented on 5 tree preservation plans submitted for building/demolition permits.

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

PUBLIC SERVICE MONTHLY REPORT FOR MAY 2012.00

ROADWAY

43.00 SIGNS
3.00 POSTS
2.00 SIGNS REPAIRED
3.00 TONS OF COLD MIX USED FOR POTHOLE
131.00 TONS OF HOT MIX
6.00 TONS OF GRAVEL FOR ALLEYS ACT,
42.00 WHITE PAINT
9.00 YELLOW PAINT
42.00 MAN HOURS BASIN TOP CLEANING
15.00 MAN HOURS ALLEY GRADING
0.00 MAN HOURS ALLEY TRIMMING
0.00 YARD OF CONCRETE

SNOW / ICE

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

TREE MAINT

13.00 TREES TRIMMED BY VILLAGE STAFF
21.00 TREES REMOVED BY VILLAGE STAFF
7.00 ELM TREES DETECTED BY STAFF 4 Pub.5 Private
0.00 ELM TREES REMOVED BY STAFF
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS
19.00 TREE STUMPS REMOVED BY STAFF
65.00 TREES PLANTED
0.00 TREES TRIMMED BY CONTRACTOR(to date)
1.00 NON ELMS REMOVED BY CONTRACTOR
0.00 ELMS REMOVED BY CONTRACTOR
12.00 ASH TREES REMOVED DUE TO EAB 34 Removed since 2/11

EQUIP MAINT

21.00 SCHEDULED MAINT
26.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

78152.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM
72538.00 PUMPED IN MAY 2011
45.00 FEET OF SEWER LINES CLEANED
0.00 FEET OF SEWER LINE TELEVISED
0.00 SEWER BACKUP INVESTIGATIONS
0.00 BASINS REPAIRED
0.00 BASINS REBUILT
10.00 BASINS CLEAN FROM DEBRIS INSIDE
104.00 METER READINGS
9.00 WATER METERS REPAIRED
40.00 WATER METERS INSTALLED

1.00 HYDRANTS REPLACED
 5.00 HYDRANTS FLUSHED
 3.00 WATER MAINS REPAIRED
 0.00 SEWER SERVICE LOCATED
 453.00 J U L I E LOCATE REQUEST
 7.00 WATER CONNECT OR DISCONNECT INSPECTIONS
 13.00 VALVES EXERCISED
 0.00 VALVES REPAIRED
 39.00 WATER METERS REMOVED
 0.00 SEWER CONNECT INSPECTIONS
 5.00 FOUNTAINS SERVICED

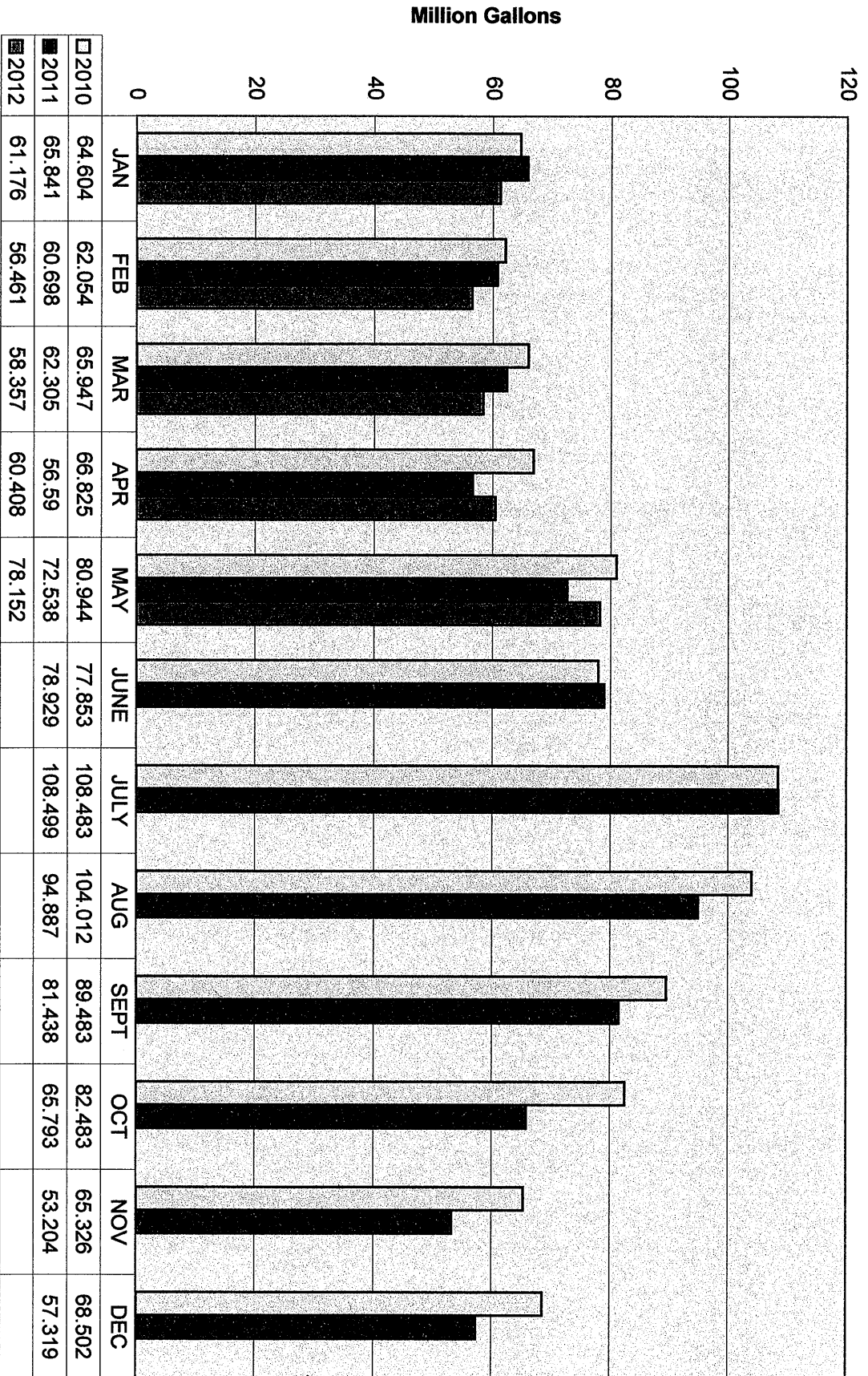
PARKS MAINTENANCE

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick up in parklands and cleaning of the restrooms. Crews have continued the striping of athletic fields for daily use, and all contractual mowing and maintenance has continued. Fertilizer applications for specified areas throughout the village began on May 9th and has been completed. Crews have completed repairs to turf damaged during the winter around the MB circle, inspected all irrigation systems, prepared the Memorial Building grounds for the annual Memorial Day celebration, and completed the removal and replacement of plantings in the Business District flower beds for the summer rotation.

BUILDING MAINTENANCE

Building maintenance crews have been monitoring and servicing all air handling systems in Village owned buildings, making repairs as needed. Tuck pointing repairs have been completed at the Public Services building and wellhouse #7. Other repairs include: repairs to shower and toilet valves at the Community Pool, service to air conditioning condenser fan units at KLM Lodge, replacement of door handles at the Burns Fieldhouse, and the removal of old storm windows at Memorial Hall and Village Hall.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520

MONTHLY REPORT

Month: May, 2012

Day	Dist <i>x1000</i>	Finished Water				Air Temp Average	Total Precip
		Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average		
1	1916	0.82	0.03	1.02	51	45	0.00
2	2043	0.83	0.03	1.03	52	70	0.65
3	2049	0.84	0.02	1.01	52	80	0.00
4	2059	0.86	0.02	1.00	53	65	0.56
5	1915	0.90	0.02	1.09	53	55	0.00
6	1910				54		
7	1996	0.86	0.02	1.00	54	65	0.75
8	1993	0.84	0.02	1.00	54	70	0.00
9	2022	0.86	0.02	1.02	54	60	0.00
10	2064	0.90	0.02	1.02	54	55	0.00
11	2327	0.89	0.03	1.05	54	50	0.00
12	1872	0.91	0.03	1.08	54	50	0.00
13	2005				54		
14	2317	0.86	0.03	1.00	55	60	
15	2404	0.87	0.02	1.01	55	70	0.00
16	2373	0.89	0.02	1.00	55	75	0.30
17	2463	0.87	0.02	1.01	55	70	0.00
18	2806	0.86	0.02	1.02	55	75	
19	2764	0.89	0.02	1.01	56	85	0.00
20	2796				56		
21	2514	0.87	0.02	1.02	57	60	0.10
22	2708	0.88	0.02	1.01	57	70	0.00
23	2956	0.86	0.02	1.03	57	75	0.00
24	3127	0.84	0.03	1.01	57	70	0.00
25	3285	0.94	0.02	1.04	58	80	0.00
26	3168	0.91	0.02	1.02	59	85	0.00
27	3424	0.93	0.02	1.05	59	82	0.00
28	3657	0.88	0.02	1.01	59	85	0.00
29	3569	0.92	0.03	1.03	60	60	0.00
30	3308	0.89	0.03	1.00	60	50	0.00
31	2342	0.87	0.03	1.01	60	50	0.00

Day	Dist x1000	Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average	Air Temp Average	Total Precip
Sum:	78152						2.36
Avg:	2521	0.88	0.02	1.02	56	67	0.09
Max:	3657	0.94	0.03	1.09	60	85	0.75
Min:	1872	0.82	0.02	1.00	51	45	0.00

Reported By:

Mark Belkowski

VILLAGE OF HINSDALE, PLANT REPORT

Month: May, 2012

Day	Flow	Tank Levels			Pressures			Pump Run Times		
	Total (kgal)	Standpipe (ft)	Clearwell (ft)	GSR (ft)	Upstream (psi)	System (psi)	HSP1 (hr)	HSP2 (hr)	HSP3 (hr)	
1	1916	91.4	9.5	16.6	94.4	63.9	0.0	0.0	0.0	
2	2043	91.1	9.4	16.5	94.8	63.9	0.0	0.0	0.0	
3	2049	90.9	9.5	16.6	94.3	63.8	0.0	0.0	0.0	
4	2059	91.3	9.3	16.4	93.8	64.0	0.0	0.0	0.0	
5	1915	90.9	9.6	16.7	93.8	63.8	0.0	0.0	0.0	
6	1910	90.8	9.9	17.0	94.2	63.6	0.0	0.0	0.0	
7	1996	91.5	9.7	16.8	94.9	64.0	0.0	0.0	0.0	
8	1993	91.1	9.7	16.8	92.8	63.9	0.0	0.0	0.0	
9	2022	91.3	9.7	16.8	94.8	64.0	0.0	0.0	0.0	
10	2064	90.8	9.5	16.6	93.3	63.8	0.0	0.0	0.0	
11	2327	91.2	9.1	16.3	94.4	64.4	0.0	0.0	0.0	
12	1872	91.1	9.3	16.5	94.1	63.8	0.0	0.0	0.0	
13	2005	90.1	9.2	16.3	93.5	63.6	0.0	0.0	0.0	
14	2317	90.7	9.4	16.5	94.4	64.0	0.0	0.0	0.0	
15	2404	91.5	9.1	16.2	94.5	64.5	0.0	0.0	0.0	
16	2373	90.6	9.3	16.5	97.2	64.2	0.0	0.0	0.0	
17	2463	91.4	8.9	16.1	94.4	64.6	0.0	0.0	0.0	
18	2806	90.9	8.9	16.1	92.4	64.8	0.0	0.0	0.0	
19	2764	91.0	9.3	16.5	95.2	65.0	0.0	0.0	0.0	
20	2796	90.8	9.0	16.2	93.3	65.0	0.0	0.0	0.0	
21	2514	90.5	9.3	16.4	94.1	64.5	0.0	0.0	0.0	
22	2708	90.1	9.3	16.5	94.4	64.5	0.0	0.0	0.0	
23	2956	90.5	9.3	16.5	94.8	65.2	0.0	0.0	0.0	
24	3127	90.5	9.1	16.3	93.4	65.6	0.0	0.0	0.0	
25	3285	90.0	8.9	16.0	92.8	65.7	0.0	0.0	0.0	
26	3168	90.6	9.4	16.6	93.7	65.5	0.0	0.0	0.0	
27	3424	89.7	9.1	16.3	93.3	65.8	0.0	0.0	0.0	
28	3657	89.4	9.4	16.6	90.9	66.3	0.0	0.0	0.0	
29	3569	90.0	9.4	16.5	93.1	66.1	0.0	0.0	0.0	
30	3308	90.2	9.4	16.5	91.2	65.9	0.0	0.0	0.0	
31	2342	91.4	9.7	16.9	94.5	64.5	0.0	0.0	0.0	
Sum:	78152						0.0	0.0	57.0	
Avg:	2521	90.8	9.3	16.5	93.9	64.6	0.0	0.0	1.8	
Max:	3657	91.5	9.9	17.0	97.2	66.3	0.0	0.0	8.1	
Min:	1872	89.4	8.9	16.0	90.9	63.6	0.0	0.0	0.0	

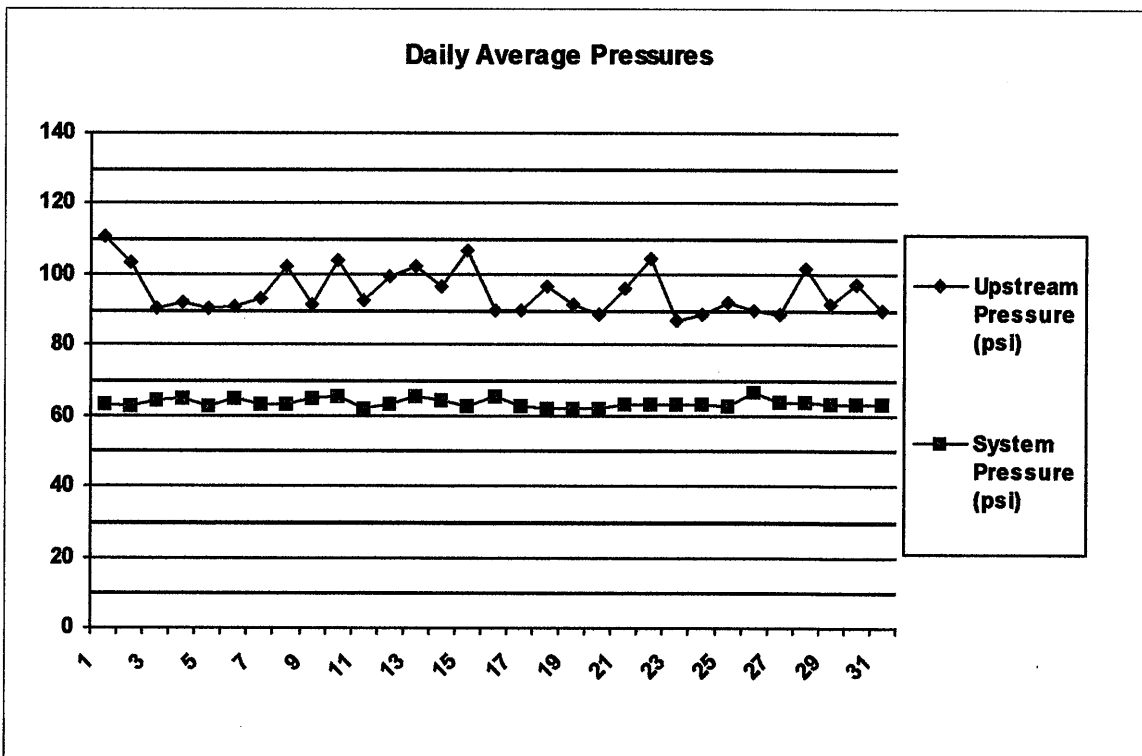
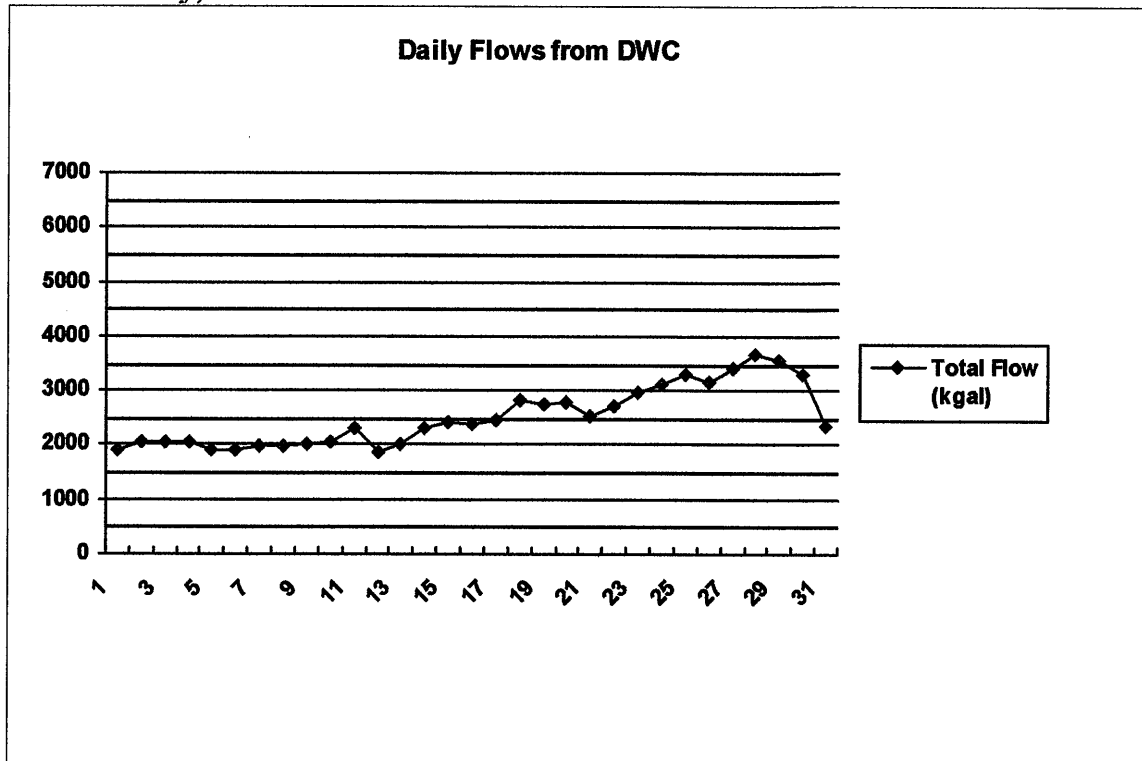
VILLAGE OF HINSDALE, PLANT REPORT

Month: May, 2012

Day	Flow			—Cl ₂ Residual—		Turbidity Average (NTU)	Fluoride Average (ppm)	H ₂ O Temp Average (°F)	Air Temp Average (°F)	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)	Lab (ppm)					
1	0	1916	1916	0.77	0.82	0.03	1.02	51	45	0.00
2	0	2043	2043	0.90	0.83	0.03	1.03	52	70	0.65
3	0	2049	2049	0.92	0.84	0.02	1.01	52	80	0.00
4	0	2059	2059	0.94	0.86	0.02	1.00	53	65	0.56
5	0	1915	1915	0.91	0.90	0.02	1.09	53	55	0.00
6	0	1910	1910	0.85				54		
7	0	1996	1996	0.84	0.86	0.02	1.00	54	65	0.75
8	0	1993	1993	0.83	0.84	0.02	1.00	54	70	0.00
9	0	2022	2022	0.87	0.86	0.02	1.02	54	60	0.00
10	0	2064	2064	0.89	0.90	0.02	1.02	54	55	0.00
11	0	2327	2327	0.87	0.89	0.03	1.05	54	50	0.00
12	0	1872	1872	0.80	0.91	0.03	1.08	54	50	0.00
13	0	2005	2005	0.81				54		
14	0	2317	2317	0.82	0.86	0.03	1.00	55	60	
15	0	2404	2404	0.92	0.87	0.02	1.01	55	70	0.00
16	0	2373	2373	0.91	0.89	0.02	1.00	55	75	0.30
17	0	2463	2463	0.88	0.87	0.02	1.01	55	70	0.00
18	0	2806	2806	0.88	0.86	0.02	1.02	55	75	
19	0	2764	2764	0.84	0.89	0.02	1.01	56	85	0.00
20	0	2796	2796	0.86				56		
21	0	2514	2514	0.86	0.87	0.02	1.02	57	60	0.10
22	0	2708	2708	0.87	0.88	0.02	1.01	57	70	0.00
23	0	2956	2956	0.90	0.86	0.02	1.03	57	75	0.00
24	0	3127	3127	0.92	0.84	0.03	1.01	57	70	0.00
25	0	3285	3285	1.01	0.94	0.02	1.04	58	80	0.00
26	0	3168	3168	0.85	0.91	0.02	1.02	59	85	0.00
27	0	3424	3424	0.94	0.93	0.02	1.05	59	82	0.00
28	0	3657	3657	0.93	0.88	0.02	1.01	59	85	0.00
29	0	3569	3569	0.90	0.92	0.03	1.03	60	60	0.00
30	0	3308	3308	0.96	0.89	0.03	1.00	60	50	0.00
31	0	2342	2342	0.95	0.87	0.03	1.01	60	50	0.00
Sum:	0	78152	78152							2.36
Avg:	0	2521	2521	0.88	0.88	0.02	1.02	56	67	0.09
Max:	0	3657	3657	1.01	0.94	0.03	1.09	60	85	0.75
Min:	0	1872	1872	0.77	0.82	0.02	1.00	51	45	0.00

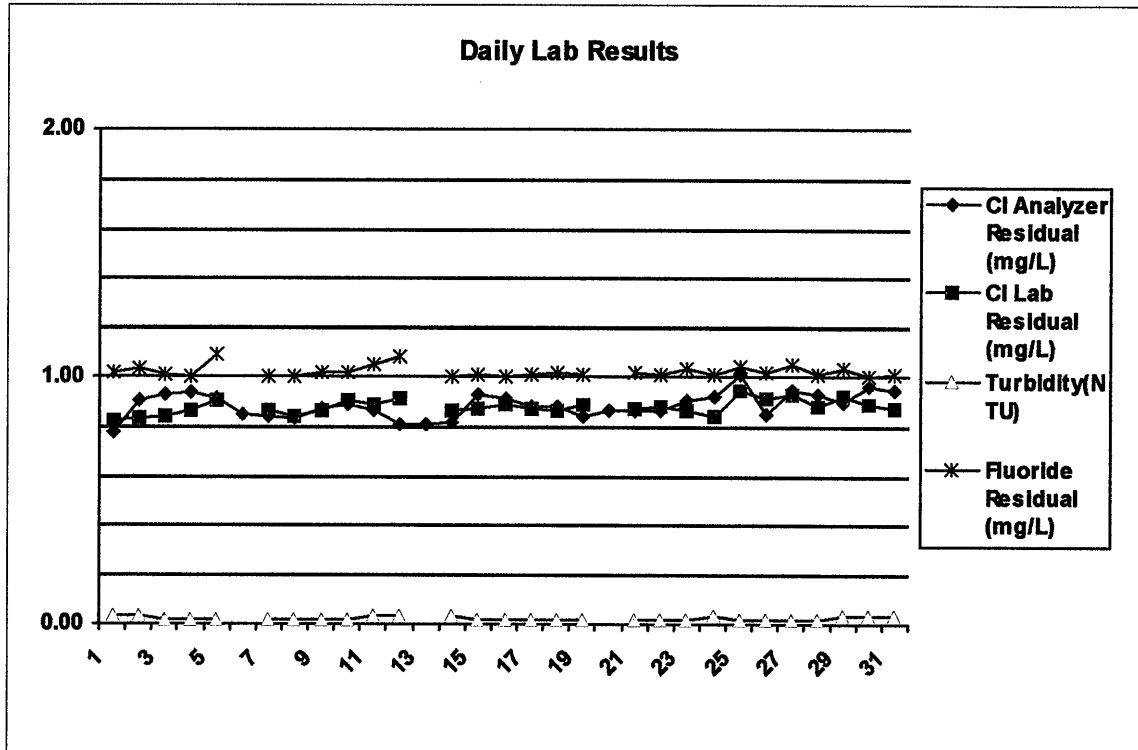
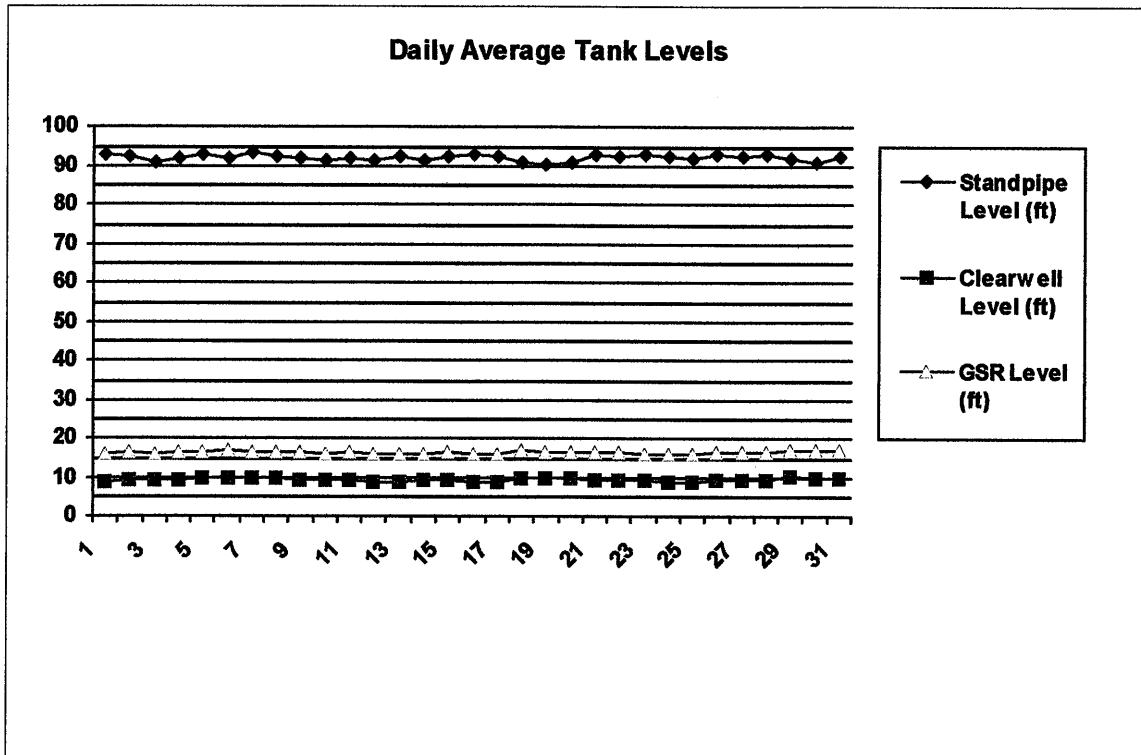
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: May, 2012



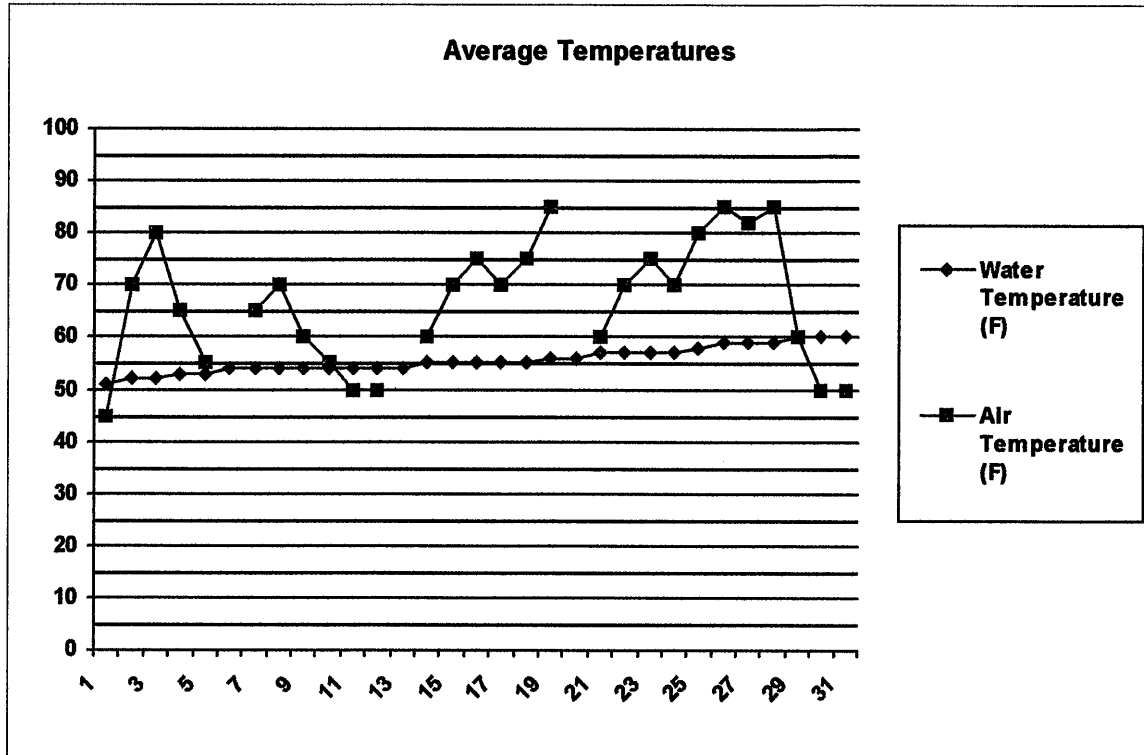
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: May, 2012



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: May, 2012



MONTHLY REPORT FOR May, 2012

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>28</u>
# of lab turbidities	<u>28</u>
# of lab pH	<u>28</u>
# of lab fluoride	<u>28</u>
# of precipitation readings	<u>5</u>
# of temperature readings(air)	<u>28</u>
# of temperature readings(water)	<u>31</u>
# of DBP samples	<u>0</u>
# of Pumps serviced	<u>8</u>

High Service and Well Pump Maintenance

May 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, and run for Bacteria Samples.

Well #5 Pump Motor- Check oil, grease fittings, and run for Bacteria Samples.

Well #8 Pump Motor- Check oil, grease fittings, run for Office Park Chillers, and Bacteria Samples.

Well #10 Pump Motor- Check oil, grease fittings, and run for Bacteria Samples.

MEMORANDUM

TO: Chairman LaPlaca and Dave Cook
FROM: Dan Deeter
DATE: June 11, 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 April. The following capital improvement projects and engineering studies are underway.

In late May, the engineering staff submitted the first annual Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) update as required by the IEPA. This report includes the status of the Village's CSOs, maintenance activities, and capital projects designed to separate sewers in order to reduce CSO events.

Veeck Park Wet Weather Facility

Twin Oaks Landscaping has restored the drain tile trenches, placed the bio-solids, repaired the irrigation system, and placed sod or seed and blanket over all disturbed areas. The Parks Department will monitor the grass growth through 2012 to open the fields for play as soon as possible.

To address the Illinois EPA violation notice received last year, staff and our consultant, Vafcon, installed a de-chlorination system at the Wet Weather Facility on 04/13/12. We await the first overflow events of 2012 to calibrate/validate the system set points. The Illinois EPA has been notified of our progress.

Oak Street Bridge Replacement Engineering Phase 1/Environmental Assessment

May 2012 Activities

- Completed traffic counts.
- Community Working Group (CWG) meeting on May 10, 2012
- Revised street and bridge design based on CWG feedback.
- Began preparing a draft project development report for submittal to IDOT District One.
- Prepared presentation for the Board of Trustees on June 5, 2012.

June 2012 Activities

- Progress presentation to Board of Trustees and residents on June 5, 2012
- Continue work on roadway and bridge design alternatives.
- Prepare draft project development report for submittal to IDOT District One

Chestnut Street Sewer Separation Project

Current Activities

- Began Phase 2-4 improvements (west of Monroe) 04/02/12
- Began Phase 1 final improvements 04/02/12
- Complete storm sewer installation on Bodin Street 04/20/12
- Phase 1 surface course paving 05/01/12
- Complete storm sewer installation on Chestnut 05/03/12
- Began roadway excavation on Bodin Street 05/03/12
- Begin storm sewer installation on Bruner Street 05/14/12
- Complete storm sewer installation on Bruner Street 05/23/12
- Complete curb & gutter and subgrade on Chestnut, Bodin 05/23/12
- Portland Cement Concrete Paving on Bruner 06/05/12
- Binder course paving on Chestnut, Bodin week of 06/12/12
- Final Completion of Phase 2 – 4 09/26/12

Other Engineering Activities

Woodlands Green Infrastructure Improvements, Phase 1

- Bid Advertisement 05/10/12
- Bid Opening 05/31/12
- Bid Award 06/05/12
- Construction Starts Late-June 2012
- Substantial Completion (utilities, road binder course) November 2012
- Final Completion (plantings, surface course) June 2013

2012 Resurfacing

- Bid Opening 04/19/12
- BOT approves bids 05/01/12
- Notice of Award 05/02/12
- Notice to Proceed (after receiving insurance, etc.) 05/17/12
- Pre-construction meeting 05/22/12
- Construction starts 06/05/12
- Construction complete November 2012

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

- BOT approves John Neri Construction 04/03/12
- John Neri signs contract, constr. docs, insurance 04/04/12
- John Neri Construction's schedule:
 - Stage 1 – Washington Street (Ayres – Maple) 04/16/12 – 07/31/12
 - (includes Walnut (Washington – Garfield)
 - Stage 2 – Washington Street (Ogden – Ayres) 06/01/12 – 08/31/12
 - (includes Lansing (Lincoln – Washington)

- State 3 – Grant Street (Center – North) 08/01/12 - 10/31/12

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

- | | |
|---|---------------------------------|
| • Request for Proposals for engineering services | 02/28/12 |
| • Engineering proposals opened | 03/28/12 |
| • Staff review of proposals | April 2012 |
| • EPS Recommendation of award | 05/14/12 |
| • BOT approves engineering awards | 05/15/12 |
| • Design Engineering & Permitting | May 2012 – January 2013 |
| • Bidding | February 2013 |
| • Bid and Construction Observation Services Awarded | March 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

MEMORANDUM

TO: Chairman LaPlaca and EPS Committee
FROM: Dan Deeter, Village Engineer
DATE: June 11, 2012
RE: Resident Request to Create a Cul-de-Sac on Lansing Street

Dr. John Bulger, 11 W. Lansing Street, has contacted staff to request that, during the 2012 Reconstruction Project, a cul-de-sac should be created on Lansing Street. He has canvassed the residents on Lansing Street and all were supportive of the idea. Dr. Bulger proposed that Lansing Street would then only be accessible from Lincoln Street.

Existing conditions

Lansing is approximately 500-feet long with eight residential properties adjacent to it (five on the north side and three on the south side). There are eight driveway access points onto Lansing. The street connects Lincoln and Washington Streets. The next east-west street north of Lansing is Center Street. Ayres Street is the next east-west street to the south. The roadway is 24-feet wide back-of-curb to back-of-curb. The right of way is 50-feet wide. The nearest fire hydrant is located at the intersection of Lansing and Washington. Fire hydrants on Lincoln are located 145-feet north of Lansing and 260-feet south of Lansing.

Staff Comments

Input was requested from Hinsdale staff concerning this change. Emergency responders were concerned about creating a cul-de-sac on this narrow street. If a dead-end was created without a turn-around mechanism, then emergency vehicles (especially ambulances and fire trucks) would have to back out of the street. The village engineering standard details recommends a turn-around circle at the end of a cul-de-sac with a minimum radius of 57.5-feet. This would require the acquisition of right-of-way into private side/rear yards of at least 22.5-feet. An alternate proposed by Dr. Bulger would be to establish turn-around drives or a "hammerhead" at the end of the proposed cul-de-sac. This would allow vehicles to make three point turns when turning around at the end of the street. However, the "hammerhead" configuration is a non-standard design and poses several challenges. Emergency vehicles do not turn around in them quickly. They are often obstructed by parked vehicles. And, it would impact the existing landscaping walls on 18 North Washington (increasing the cost of the cul-de-sac option).

The fire department has a concern about connecting to the nearest fire hydrant at the corner of Lansing and Washington. If a cul-de-sac was created, then the fire department would have to drag hoses across the vegetated space between the end of the cul-de-sac

and the fire hydrant on Washington Street. This would hinder their response to a fire on the street. The current construction includes adding a fire hydrant on Lansing (mid-block). However, the concern remains if this fire hydrant cannot adequately support the fire fighting efforts and another fire hydrant would need to be used.

There are utilities (notably water main and sanitary sewer) within the Lansing right of way. If a cul-de-sac was created, the right of way or a utility easement should still be maintained to ensure access to these utilities.

Finally, traffic counts in this area have not been conducted. Staff can not comment at this time about the traffic impacts of creating a cul-de-sac on Lansing.

Staff Recommendation

To provide the fastest routes for emergency vehicles, staff recommends maintaining Lansing in its current geometry.

cc: David Cook, Village Manager

Daniel Deeter

From: Richard Ronovsky
Sent: Monday, June 04, 2012 1:54 PM
To: David Cook; 'c.culbertson@comcast.net'; George Franco
Cc: Darrell Langlois; Laura LaPlaca; Bradley Bloom; Daniel Deeter; Robert McGinnis
Subject: RE: Lansing Street

I took a look at the street and also sent a crew up there with a fire engine to look at this. With the narrow width of the street, once we pulled into Lansing, we would not be able to turn around. This would be true for both a fire vehicle and the ambulance. We would have to back out of the street. Also, with fire hydrants only located on the west side of Washington (facing onto Lansing) and the other on the west side of Lincoln Street just north of Lansing, I believe that it would limit us with our water supply for these homes. In order to access hydrants on Washington, we would have to drag large hose lines over the means by which the street was blocked off by.

It would be nice to see exactly what is proposed to do but I do not think I would recommend doing this at this time.

Daniel Deeter

From: George Franco
Sent: Monday, June 04, 2012 12:51 PM
To: Bradley Bloom; Daniel Deeter; David Cook; Robert McGinnis
Cc: Darrell Langlois; Richard Ronovsky; Laura LaPlaca
Subject: RE: Lansing Street

I Agree with Brad, Turn around will be difficult for the FD and PW There is no advantage to the village to spend the money on this request.
George

From: Bradley Bloom
Sent: Monday, June 04, 2012 12:46 PM
To: Daniel Deeter; David Cook; Robert McGinnis
Cc: George Franco; Darrell Langlois; Richard Ronovsky; Laura LaPlaca
Subject: RE: Lansing Street

Dan, I don't have an issue with this. It may be difficult for the FD to turn-around however. My concern is only that you may receive additional requests from some of the people on the surrounding streets that have similar configurations. I don't see an advantage to the Village doing this. You may receive some complaints from the people living on Lincoln who will see additional traffic since the traffic will no longer be divided between Washington and Lincoln. Brad

From: Daniel Deeter
Sent: Thursday, May 31, 2012 4:37 PM
To: David Cook; Robert McGinnis
Cc: Bradley Bloom; George Franco; Darrell Langlois; Richard Ronovsky; Laura LaPlaca
Subject: Lansing Street



I got a call from Dr. John Bolger of Lansing Street today. He has canvassed the six residents on Lansing about making it a cul-de-sac or dead-end (open to Lincoln only). All the residents were supportive of the idea.

Lansing will be reconstructed sometime during phase 2 of the N. Washington Street project (July – August 2012). I told him there were a variety of factors to consider and I would have to get feedback from the staff. Please let me know if you have any comments or issues with this idea.

Dan Deeter
Village Engineer
(o) 630-789-7039
(f) 630-789-7016

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Community Development		
ITEM Alley Vacation Request –640 S. Thurlow		APPROVAL Dan Deeter Village Engineer		
<p>Attached please find an ordinance vacating a portion of a public alley adjacent to 640 S. Thurlow Street. Also included is the appraisal report establishing a fair market value for the vacated property. A plat of vacation will be prepared upon approval of this request for recording at DuPage County. The alley has previously had vacations approved and is therefore not a through alley right-of-way.</p> <p>The appraisal established the value of the property at approximately \$20.00 per square foot. The property to be vacated contains an area of 425 square feet. The total appraised value of the property is \$8,500.</p> <p>MOTION: To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 640 S. Thurlow Street at a Purchase Price of \$8,500.</p>				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND ADJOINING 640 S. THURLOW STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 640 S. Thurlow Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-406-021, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a 8.5' x 50' portion of the unimproved alley

situated west of and adjoining 640 S. Thurlow Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

LOTS 67 AND 68 IN BLOCK 17 IN THE RESUBDIVISION OF BLOCKS 9 TO 20 IN STOUGH'S SECOND ADDITION TO HINSDALE, A SUBDIVISION OF THE EAST HALF OF SECTION 11 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1874 AS DOCUMENT 18723, IN DUPAGE COUNTY, ILLINOIS

PIN – 09-11-406-021

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 640 S. Thurlow Street, Hinsdale, Illinois upon the payment of eight thousand five hundred dollars (\$8,500) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid,

the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2012

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

SUMMARY APPRAISAL REPORT

AN 8.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED WEST AND ADJOINING
640 SOUTH THURLOW STREET
HINSDALE, ILLINOIS

Prepared For

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

Prepared By

C.A. Benson & Associates, Inc.
419 North La Grange Road
La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC.
419 North La Grange Road - La Grange Park, IL 60526
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

May 24, 2012

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

Re: Summary Appraisal of an 8.5' x 50' portion of
unimproved alley situated west and adjoining 640
South Thurlow Street, Hinsdale, Illinois

Dear Mr. Diaz:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on May 22, 2012, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located west and adjoining 640 South Thurlow Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of May 22, 2012 was

<p>EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)</p>
--

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates, Inc.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the client.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: May 22, 2012

EFFECTIVE DATE OF VALUE: May 22, 2012

DATE OF REPORT: May 24, 2012

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Summary Appraisal Report is a brief recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates, Inc.

DESCRIPTION OF REAL ESTATE APPRAISED:

The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 18,452 residents as of July 2009 and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price (excluding the extremes) of a single-family residence in Hinsdale was \$952,891, which is a 9.1% decline over the prior 12 month average sale price of \$1,047,948. This decline is reflective of the lack of buyers in the market due to the sluggish economy. Some increase in activity may occur due to the typically more active spring/summer market.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra commuter trains and Pace buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$275,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 640 South Thurlow Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

C.A. Benson & Associates, Inc.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2010 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 50', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **633 South Monroe Street, Hinsdale** was reported sold in July 2011 for \$287,500. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sales price was equal to \$44.56 per square foot.
2. **20 South Bodin Street, Hinsdale** was reported sold in March 2011 for \$285,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to \$42.70 per square foot.
3. **632 South Stough Street, Hinsdale** was reported sold in May 2012 for \$345,000. This is a 59 foot by 134 foot parcel zoned R-4, containing 7,906 square feet. The sale price was equal to \$43.64 per square foot.
4. **106 South Quincy Street, Hinsdale** was reported sold in August 2010 for \$295,000. This is a 50 foot by 134.3 foot parcel zoned R-4, containing 6,715 square feet. The sale price was equal to \$43.93 per square foot.
5. **644 South Thurlow Street, Hinsdale** was reported sold in October 2011 for \$285,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sale price was equal to \$45.60 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, one of the existing residences has been demolished and two are vacant and will most likely be demolished. They sold from \$42.70 to \$45.60 per square foot and averaged \$44.09 per square foot for a buildable site.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$43.80 average value of a buildable site or \$19.84 per square foot, rounded to \$20.00 per square foot is indicated.

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$20.00 per square foot is indicated for the subject property.

425 square feet @ \$20.00 per square foot = \$8,500

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$8,500

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of May 22, 2012 was

<p>EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)</p>
--

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/13)

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates, Inc.

CERTIFICATION

I certify that, to the best of my knowledge and belief...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediate preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (9/30/13)

C.A. Benson & Associates, Inc.

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majoried in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update - 2009

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2007; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2009; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

Clients

Appraisal clients include: Inland Bank, American Metro Bank, Banco Popular, Midwest Bank, National City Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Suburban Bank & Trust, United Trust Bank, The University of Chicago, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Broker's License #475.090669.
- Member of the Realtor Association of the West/South Suburban Chicagoland.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

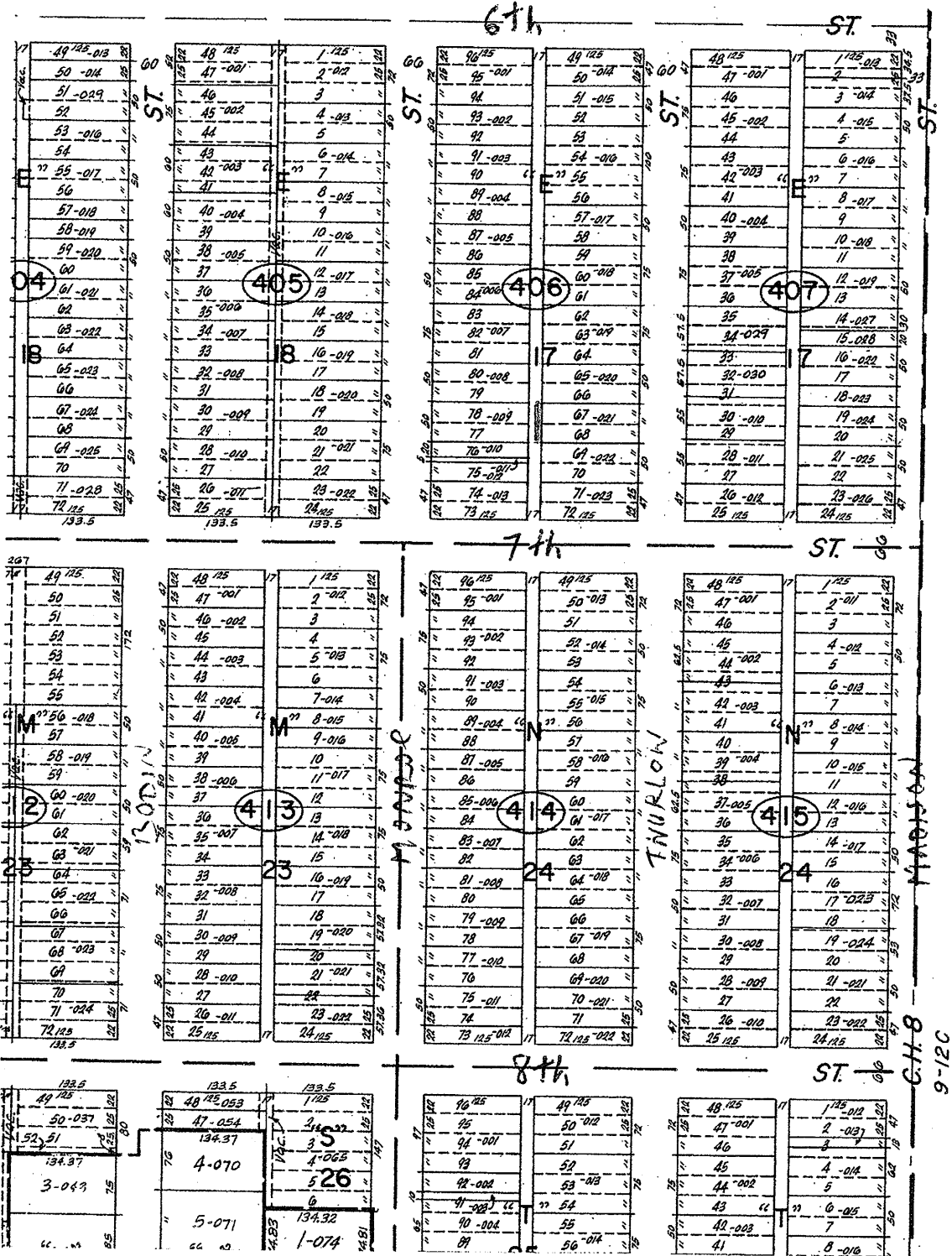
C.A. Benson & Associates, Inc.

ADDENDUM

Sidwell Map


C.A. Benson & Associates, Inc.

SIDWELL MAP (Subject Shaded in Red)



DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Committee		DEPARTMENT Development		
ITEM 2012 Resurfacing Project - Request for Change to Daily Working Hours		APPROVAL Dan Deeter Village Engineer		
<p>PirTano Construction Company, Inc. is requesting that the project's daily start time is changed from 8:00 AM to 7:00 AM. The earlier start time will enable PirTano to complete daily construction prior to the afternoon traffic and should allow for an earlier completion date. The streets impacted include</p> <p>Fourth Street from Madison to Garfield S. Clay Street from Hinsdale to Fourth N. Clay Street from North to the cul-de-sac Quincy Street from North to Hickory Monroe Street from North to Walnut</p> <p>The residents on these streets were informed of the pending request for early start in a Village letter and e-mail dated May 31, 2012 (attached). The letter asked residents to contact the Village with their thoughts. Staff received 10 comments in favor of the earlier start time and one against the earlier start time.</p> <p>Should the Committee concur with Pirtano Construction's request, the following motion would be appropriate.</p> <p>Motion: To Approve the Request from PirTano Construction Company, Inc. to Change The 2012 Resurfacing Project's Daily Start Time from 8:00 AM to 7:00 AM.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



May 22, 2012

Mr. Dan Deeter
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Re: Request For 7:00 AM Start
2012 Infrastructure Program
Section 12-00093-00-RS
Hinsdale, Illinois 60521

Dan,

In reference to sheet #3.2, section #107.09#01 (Public Convenience and Safety – Construction Hours) we would like to request a 7:00 AM start in lieu of the 8:00 AM which is mentioned in this special provision. Due to the proximity to the schools in the area we feel the early start and early finish will be beneficial to the schools. Also, it will help with the residents in the area for us to be complete each day early and have all equipment parked and out of the way when they come home from work.

We will still keep in mind the other notes for the 4th of July celebration and other school events that may take place during our construction operations.


If you would like to discuss further, please feel free to contact me.

Sincerely,

Mike Warning
Project Manager

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA				ORIGINATING Community
SECTION NUMBER EPS Consent Agenda				DEPARTMENT Development
ITEM Award 50/50 Sidewalk Program Bid				APPROVAL Daniel M. Deeter Village Engineer
<p>On May 16, 2012, five bids were received for the annual 50/50 sidewalk program. The low bid from D'Land Construction of \$74,310.00 is within the budget of \$85,000. The low bidder has previous satisfactory experience in Hinsdale. A bid summary is attached. Staff recommends awarding the bid to D'Land Construction.</p> <p>Motion: To Award the 2012 50/50 Sidewalk Program Bid (IDOT Sec. No. 12-00000-01-GM) to D'Land Construction in the amount not to exceed \$74,310.00.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



**Illinois Department
of Transportation**

Proposal / Contract Cover

PROPOSAL SUBMITTED BY		
D'Land Construction		
Contractor's Name		
600 S. County Line Rd		
Street	P.O. Box	
Bensenville	IL	60106
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

Village of Hinsdale 2012 50/50 Sidewalk Project

D'Land J&J Newell Davis Concrete Globe Construction Alliance Contr.

Item Number	Item	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
21101615	Furnish and Place Topsoil 4"	SY	300.00	3.92	\$ 1,176.00	4.00	\$ 1,200.00	6.00	\$ 1,800.00	4.00	\$ 1,200.00	5.00	\$ 1,500.00
XX000880	Seeding, Class 1, Special	SY	300.00	2.07	\$ 621.00	2.50	\$ 750.00	4.00	\$ 1,200.00	2.00	\$ 600.00	1.00	\$ 300.00
42301100	PCC Driveway Pavement, Special	SY	50.00	39.45	\$ 1,972.50	39.00	\$ 1,950.00	45.00	\$ 2,250.00	49.00	\$ 2,450.00	58.50	\$ 2,925.00
42400200	PCC Sidewalk 5"	SF	10,000.00	4.15	\$ 41,500.00	4.10	\$ 41,000.00	5.50	\$ 55,000.00	6.75	\$ 67,500.00	6.25	\$ 62,500.00
42400300	PCC Sidewalk 6"	SF	500.00	4.35	\$ 2,175.00	4.25	\$ 2,125.00	5.75	\$ 2,875.00	7.00	\$ 3,500.00	6.50	\$ 3,250.00
44000200	Driveway Pavement Removal	SY	50.00	9.00	\$ 450.00	8.00	\$ 400.00	9.00	\$ 450.00	9.00	\$ 450.00	40.00	\$ 2,000.00
44000500	Comination Curb and Gutter Removal	LF	400.00	4.00	\$ 1,600.00	8.00	\$ 3,200.00	5.00	\$ 2,000.00	3.00	\$ 1,200.00	19.00	\$ 7,600.00
44000600	Sidewalk Removal	SF	10,500.00	1.14	\$ 11,970.00	1.50	\$ 15,750.00	1.00	\$ 10,500.00	0.10	\$ 1,050.00	4.00	\$ 42,000.00
40603310	Hot-Mix Asphalt Surface Course												
	Mix C. N 50	TN	5.00	179.00	\$ 895.00	200.00	\$ 1,000.00	200.00	\$ 1,000.00	200.00	\$ 1,000.00	500.00	\$ 2,500.00
	Comination Curb and Gutter	LF	400.00	15.42	\$ 6,168.00	20.00	\$ 8,000.00	15.00	\$ 6,000.00	16.00	\$ 6,400.00	37.50	\$ 15,000.00
	Curb Ramp Ty A w/ Cast Iron												
	Detectable Warning Plate	EA	30.00	192.75	\$ 5,782.50	200.00	\$ 6,000.00	160.00	\$ 4,800.00	200.00	\$ 6,000.00	125.00	\$ 3,750.00
					\$ 74,310.00		\$ 81,375.00		\$ 87,875.00		\$ 91,350.00		\$ 143,325.00

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING Community
SECTION NUMBER EPS Consent Agenda	DEPARTMENT Development
ITEM Engineering Services for Construction Observation of the Woodlands Phase 1 Green Infrastructure Project	APPROVAL Daniel M. Deeter Village Engineer

In February 2011, the Board of Trustees approved HR Green, Inc. to design and develop bid documents for the Woodlands Phase 1 Green Infrastructure Project. This project includes infrastructure improvements for Seventh Street, Cleveland Road, McKinley Lane, Taft Road, Wilson Lane, and Harding Road.

The original Request for Proposals was sent to four engineering consultants. They were HR Green (formerly SEC Group, Inc.), Clark Dietz, Inc., J.J. Benes and Associates, and Engineering Resource Associates, Inc. (ERA). All engineering consultants have demonstrated satisfactory field performance, qualifications and have met the requirements of the RFP. The consultant bid summary is attached.

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 HR Green, Inc. for the construction observation portion of the Woodlands Phase 1 Infrastructure Improvement Project.


Prior to designing the project, J. J. Benes & Associates estimated the duration of the project as 130 days. Upon completion of the design, permitting, and bidding, the duration of the project is now 160 days. The award recommendation below includes the additional construction observation days (+/-1460 hours). Due to the complexity of the Woodlands area and the project, it was recommended that HR Green provide the construction staking and record drawings using their Licensed Professional Surveys versus having the contractor do these tasks. The existing bid from PirTano and the proposal from HR Green include this shift in responsibilities.

The budget for the Woodlands Phase 1 project is listed below:

Description	2012/13 Budget	Bids/Proposals
• Const. Observation	\$ 131,130	\$ 223,376
• Construction	<u>\$5,075,000</u>	<u>\$4,540,000</u>
• Total	\$5,206,130	\$4,763,376
• Contingency		\$ 442,754 or 9.3%

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

Motion: To Award the Engineering Services for Construction Observation of the Woodlands Phase 1 Green Infrastructure Project to HR Green, Inc. in the Amount Not to Exceed \$223,376.00.

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

Woodlands Infrastructure Improvements Project Phase 1
Hinsdale, IL

2/7/2011																	
Phase 1 Design, Permit, Bidding																	
Consultant	Duration (weeks)			Subs					Sub-Total			% of Constr.			Construction		
	Start	Finish	Duration (weeks)	Consultant	Man-hours	Subs	Sub-Total	% of Constr.	Start	Finish	Duration (weeks)	Man-hours	Sub-Total	% of Constr.	Total		
	03/01/11	11/30/11	39	\$ 284,880	2484	\$ 60,000	\$ 344,880	7.5%	03/01/12	11/30/12	39	1824	\$ 223,088	4.9%	\$ 567,968		
	03/01/11	10/28/11	34	\$ 164,040	1656	\$ 17,500	\$ 181,540	4.0%	04/01/12	10/05/12	27	1216	\$ 131,130	2.9%	\$ 312,670		
	03/01/11	01/30/12	48	\$ 79,699	891	\$ 85,462	\$ 165,161	3.6%	09/19/11	09/23/12	42	2339	\$ 216,445	4.7%	\$ 381,606		
ERA	03/01/11	01/31/12	48	\$ 278,409	2829	\$ 40,050	\$ 318,459	6.9%	03/01/12	11/30/12	39	1982	\$ 209,230	4.6%	\$ 527,689		



May 30, 2012

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

Re: The Woodlands – Phase I – Construction Observation

Dear Mr. Deeter:

As requested, we are pleased to submit the following proposal for engineering services in support of the Infrastructure Improvements for the Woodlands-Phase I. As we have discussed the Village Board has seen and approved the proposed construction observation scope and fees when it was submitted in January of 2011. However, at the pre-design Estimate of Time (EOT) for Construction that the fees were based upon was 130 working days. Presently having completed the design package and subsequently refined the EOT based on the completed design, the revised EOT is 160 working days (see attached current EOT). Enclosed you will find our proposed costs for Full Time Construction Observation reflecting the additional 30 days of Observation required. Please note we have held our 2011 salary and expense rates that were previously seen by the Village Board during the consultant selection period for the subject project.

Additionally we have enclosed within the contract proposal the costs for Construction Staking and Construction As-built Drawings. These items were not included in the original RFP but have been included in the current Project Cost Estimate as submitted to you on May 22, 2012 (see attached). Also as we have previously discussed, given the complexity of the ROW, the Roadway Alignment, and BMP Design, it is highly recommended that the Construction Staking be provided by the Licensed Professional Surveyors at HR Green.

I would be pleased to attend the upcoming Committee and Board meeting to assist in the explanation of the attached scope of services.

As always we greatly appreciate the opportunity to provide the Village of Hinsdale with quality Engineering and Surveying services. 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 Director – New Lenox Office

cc: A. Mrowicki, P.E. – HR Green, Inc.

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HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive, New Lenox, Illinois 60451



PROFESSIONAL SERVICES AGREEMENT

For

The Woodlands Phase I Construction Observation & Construction Staking

Daniel Deeter, P.E.
Village of Hinsdale
19 East Chicago Street
Hinsdale, IL 60451
630.789.7039

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
815.462.9324
Project No: 87120250

May 30, 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 PROFESSIONAL SERVICES FEE
- 7.0 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 proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated December 22, 2010 and the completed design for Infrastructure Improvements for The Woodlands – Phase I.

The services required for this project are to include full time construction observation, construction staking and as-built drawing preparation services for Phase I of the Woodlands Infrastructure Project. Phase I includes an area bounded by the east right-of-way (ROW) of County Line Road to the west; the west ROW of I294 to the east; the drainage divide north of 7th Street to the north; and the north ROW of Woodland Ave. to the south. The Phase I proposed improvement includes storm water management, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway removal and reconstruction, and Portland Cement Concrete edge treatment.

- 1.2 Design Criteria/Assumptions – Construction Observation based on 160 field days per Final Design Estimate of Time for Construction.

2.0 Scope of Services

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

2.1 Construction Observation - Project Startup

COMPANY will contact the residents and businesses 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 affected by the construction to make all entities are aware of the project.

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 160 field days to complete the construction with Construction Completion in June of 2013. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

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 project Special Provisions. 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.

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 monthly construction meetings (8 Anticipated) 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.

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.

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.

2.2 Construction Staking -

COMPANY shall layout the proposed storm sewer, watermain, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis.

2.3 Record Drawings -

COMPANY shall provide a plan set showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This includes storm sewer and water main structures. This does not include any information on sanitary or water services. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

- A. Inspectors Daily Reports – Throughout Construction Contract -160 Field Days
- B. Pay Requests Approval Correspondence – Throughout Construction Contract
- C. Record Drawings – Upon Construction Completion – After June 2013

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

4.0 Items not included in Agreement/Supplemental Services

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

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. 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. Utility Design Services*;
- I. Sewer video televising; and
- J. Sewer cleaning.

*COMPANY can provide services as required with addendum to Agreement.

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

5.0 Services by Others

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

6.0 Professional Services Fee

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 223,376.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation (2)	1305	\$130,625.00	\$ 4,080.00	
Mtgs/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: Sub-Consultant budgetary #)				\$ 6,000.00
2.2 Construction Staking	345	\$ 38, 872.00	\$ 1,894.00	
2.3 As Built – Drawings (3)	260	\$ 26, 400.00		
Subtotals:	2,061	\$211,402.00	\$ 5,974.00	\$ 6,000.00
	Contract Total:		\$ 223,376.00	

(1) Direct Costs Detail:

Includes Mileage for meetings/field visits

Mileage: 160 trips for Constr. Obs. 50 miles/round trip x \$0.51/mile = \$ 4,080.00

Construction Staking Mileage/Hub & Lath: = \$ 1,894.00
\$ 5,974.00

(2) Construction Observation Services are based on estimated 160 Field Days for construction (See Project Final Design - Estimate of Time)

(3) Based on Water Main Sheets (20) and Plan/Profile Sheets (24) = (44) Shts. Total

7.0 Terms and Conditions

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

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

7.24 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.

7.25 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.

7.26 Construction Observation

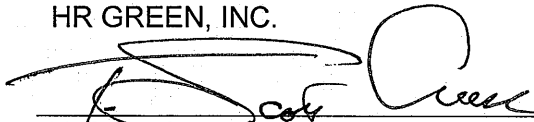
COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT 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: 5/30/2012

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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PROFESSIONAL SERVICES AGREEMENT

For

The Woodlands Phase I Construction Observation & Construction Staking

Daniel Deeter, P.E.
Village of Hinsdale
19 East Chicago Street
Hinsdale, IL 60451
630.789.7039

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
815.462.9324
Project No: 87120250

May 30, 2012

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 PROFESSIONAL SERVICES FEE
- 7.0 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 proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated December 22, 2010 and the completed design for Infrastructure Improvements for The Woodlands – Phase I.

The services required for this project are to include full time construction observation, construction staking and as-built drawing preparation services for Phase I of the Woodlands Infrastructure Project. Phase I includes an area bounded by the east right-of-way (ROW) of County Line Road to the west; the west ROW of I294 to the east; the drainage divide north of 7th Street to the north; and the north ROW of Woodland Ave. to the south. The Phase I proposed improvement includes storm water management, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway removal and reconstruction, and Portland Cement Concrete edge treatment.

- 1.2 Design Criteria/Assumptions – Construction Observation based on 160 field days per Final Design Estimate of Time for Construction.

2.0 Scope of Services

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

2.1 Construction Observation - Project Startup

COMPANY will contact the residents and businesses 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 affected by the construction to make all entities are aware of the project.

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 160 field days to complete the construction with Construction Completion in June of 2013. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

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 project Special Provisions. 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.

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 monthly construction meetings (8 Anticipated) 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.

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.

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.

2.2 Construction Staking -

COMPANY shall layout the proposed storm sewer, watermain, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis.

2.3 Record Drawings -

COMPANY shall provide a plan set showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This includes storm sewer and water main structures. This does not include any information on sanitary or water services. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

- A. Inspectors Daily Reports – Throughout Construction Contract -160 Field Days
- B. Pay Requests Approval Correspondence – Throughout Construction Contract
- C. Record Drawings – Upon Construction Completion – After June 2013

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

4.0 Items not included in Agreement/Supplemental Services

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

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. 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. Utility Design Services*;
- I. Sewer video televising; and
- J. Sewer cleaning.

*COMPANY can provide services as required with addendum to Agreement.

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

5.0 Services by Others

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

6.0 Professional Services Fee

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 223,376.00**.

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation (2)	1305	\$130,625.00	\$ 4,080.00	
Mtgs/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: Sub-Consultant budgetary #)				\$ 6,000.00
2.2 Construction Staking	345	\$ 38, 872.00	\$ 1,894.00	
2.3 As Built – Drawings (3)	260	\$ 26, 400.00		
Subtotals:	2,061	\$211,402.00	\$ 5,974.00	\$ 6,000.00
	Contract Total:		\$ 223,376.00	

(1) Direct Costs Detail:

Includes Mileage for meetings/field visits

Mileage: 160 trips for Constr. Obs. 50 miles/round trip x
\$0.51/mile = \$ 4,080.00

Construction Staking Mileage/Hub & Lath: = \$ 1,894.00
\$ 5,974.00

(2) Construction Observation Services are based on estimated 160 Field Days for construction (See Project Final Design - Estimate of Time)

(3) Based on Water Main Sheets (20) and Plan/Profile Sheets (24) = (44) Shts. Total

7.0 Terms and Conditions

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

7.1 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.

7.2 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.

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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.

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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.

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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.

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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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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.

7.26 Construction Observation

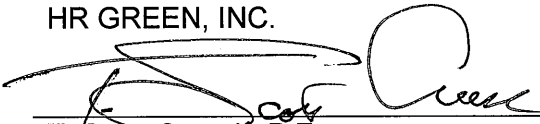
COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT 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.

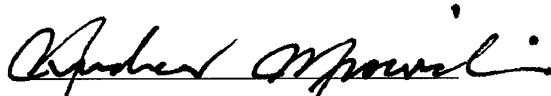
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



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

Title: Construction Practice Leader Date: 5/30/2012

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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Illinois Department of Transportation

Estimate of Time Required

Route
Section
County
Project

THE WOODLANDS - PHASE I
SUBSTANTIAL COMPLETION
DUPAGE/COOK

Improvements for The WOODLANDS - PHASE I

Item	Unit (Check One)	Quantity	Rate Per Day	Days	Days Not Affecting Time	Total Days Required
	<input checked="" type="checkbox"/> English <input type="checkbox"/> Metric					
EARTH EXCAVATION	CU YD	8,018	500	16	8	8
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,671	300	6	6	0
POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	1,671	300	6	6	0
TRENCH BACKFILL	CU YD	3,758	585	6	4	2
TOPSOIL FURNISH AND PLACE, 4"	SQ YD	6,048				0
SODDING, SALT TOLERANT (SPECIAL)	SQ YD	6,048				0
AGGREGATE BASE COURSE, TYPE B	TON	11,290	800	14	10	4
HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	16,709	5500	3	1	2
HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	2,160				0
HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	1,308	100	13	10	3
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	160	100	2	2	0
BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	856	100	9	6	3
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1.75" TO 4.75")	SQ YD	2,582	5000	1	1	0
DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,284	500	5	3	2
PAVEMENT REMOVAL	SQ YD	18,808	1000	19	16	3
COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	792	800	1	1	0
CLASS D PATCHES, 8 INCH	SQ YD	1,050	200	5	4	1
COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	10,358	2500	4	1	3
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,772	2500	2	2	0
STORM SEWERS, RUBBER GASKET, CL B, 12"-36"	FOOT	7,189	200	36	15	21
WATER VALVES 4", 8", 12"	EACH	23	2	12	6	6
FIRE HYDRANTS TO BE REMOVED	EACH	13	6	2	2	0
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	4	7	4	3
CATCH BASINS/MANHOLES TYPE A, 4', 5, AND 6,	EACH	123	4	31	16	15
VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	23	3	8	3	5
FRAMES AND LIDS TO BE ADJUSTED	EACH	14	15	1	1	0
VALVE VAULTS TO BE REMOVED	EACH	10	10	1	1	0
PVC WATER MAIN 6", 8", & 10"	FOOT	7,840	200	39	5	34
WATER SERVICE RECONNECTION	EACH	94	10	9	5	4
MOBILIZATION	L SUM	1	1	1		1
TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	1	1	1	0
BIO-SWALE - COMPLETE	SQ FT	8,410				0
RAIN GARDEN - COMPLETE	SQ FT	35,020				0
UNDERGROUND STORMWATER DETENTION - COMPLETE	CU FT	27,827				0
DRAIN CONNECTIONS AND WATER LINE STOPS	EACH	6	10	1	1.0	0
CURED-IN-PLACE-PIPE (CIPP), 10", 12"	FOOT	2,895				0
SANITARY SEWER REPAIR, REMOVE AND REPLACE	FOOT	200				0

SEE PAGE 2 OF 2 FOR FINAL COMPLETION ITEMS

Total Actual Working Days Required
Total Days from page one
Total Days

120
N/A
120

Made by TSC

Date 5/16/12 Checked by MSA

Date 5/17/2012

Regional Engineer



Route	THE WOODLANDS - PHASE I
Section	FINAL COMPLETION ITEMS
County	DUPAGE/COOK
Project	Improvements for The WOODLANDS - PHASE I

Made by TSC Date 5/16/12 Checked by MSA Date 5/17/2012
Regional Engineer



Woodlands Infrastructure Improvements Project Phase I Village of Hinsdale

Jan. 2011

Engineering Fees

The SEC / HR Green agrees to provide the proposed services as outlined in this proposal and summarized in the table below to the VILLAGE OF HINSDALE on the following basis: time and material basis with a "Not to Exceed" fee of **\$ 312,670.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Design, Bid/Construction Document Preparation			\$ 600.00	
Roadway Infrastructure	512	\$ 50,440.00	\$ 200.00	
Water Infrastructure & Permitting	174	\$ 16,730.00		
Sanitary Sewer Infrastructure (2)	41	\$ 4,090.00		\$ 5,000.00
Storm water Green Initiative Design and Details	151	\$ 15,995.00		
Storm Water Analysis & Permitting	208	\$ 23,850.00		
Cost Estimates	30	\$ 3,385.00		
Geotechnical Investigation (Phases I, II, & III)				\$ 12,500.00
Topographic Survey				
Phase I Topographic Survey	198	\$ 16,650.00	\$ 920.00	
Phase II & III Topographic Survey	268	\$ 23,005.00		
Permitting (See Above)				
Meetings & Presentations	74	\$ 7,960.00	\$ 215.00	
Construction Observation				
Field Observation (3)	1065	\$ 106,625.00	\$ 3,000.00	
Meetings/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: (Sub-Consultant budgetary #)	n/a			\$ 6,000.00
Subtotals:	2,872	\$284,235.00	\$ 4,935.00	\$ 23,500.00
	Contract Total:		\$ 312,670.00	

(1) Direct Costs Detail: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs

DIRECT COST DETAIL	COST
Mileage: Combined Trips for Survey, Meetings, Construction Observation (miles/round trip x \$0.51/mile)	= \$ 4,135.00
Printing: Detail breakdown provided upon request	= \$ 600.00
Postage:	= \$ 200.00

* Total (pre-design) = 1216 Hrs; \$131,130.00

\$ 4,935.00

(2) Sub-Consultant for Combined Sewer Video TV Services – Phase 1

(3) Full Time Construction Observation Services are based on estimated 130 working days during the 2012 construction season.



HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
HRGreen
PROJECT: THE WOODLANDS - PHASE I

Phone: (815) 462-9324
Fax: (815) 462-9328
Date: 5/16/2012

Opinion of Probable Construction Cost - SUMMARY

	ROADWAY IMPROVEMENTS	SUB-TOTAL =	\$ 2,097,913.00
	SANITARY IMPROVEMENTS	SUB-TOTAL =	\$ 209,783.00
	WATER MAIN IMPROVEMENTS	SUB-TOTAL =	\$ 796,330.00
	EROSION CONTROL	SUB-TOTAL =	\$ 156,725.50
	BMP IMPROVEMENTS	SUB-TOTAL =	\$ 1,586,352.60
	TRAFFIC CONTROL	SUB-TOTAL =	\$ 50,000.00
	PHASE I OPINION OF PROBABLE CONSTRUCTION COST TOTAL		\$ 4,897,104.10
	JUNE 6, 2011 PHASE I OPCC		\$ 5,071,380.00
		DIFF. =	\$ (174,275.90)
	Construction Contingency		3.4%



HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451

HRGreen

PROJECT: THE WOODLANDS - PHASE I

Phone: (815) 462-9324

Fax: (815) 462-9328

Date: 5/22/2012

Opinion of Probable Construction Cost


ITEM NO.	PAY ITEMS	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	147	\$ 25.00	\$ 3,675.00
2	TREE TRUNK PROTECTION	EACH	108	\$ 200.00	\$ 21,600.00
3	TREE ROOT PRUNING	FOOT	1,067	\$ 10.00	\$ 10,670.00
4	RELOCATE TREE	EACH	2	\$ 400.00	\$ 800.00
5	EARTH EXCAVATION	CU YD	8,018	\$ 40.00	\$ 320,720.00
6	TRENCH BACKFILL	CU YD	3,758	\$ 25.00	\$ 93,950.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,671	\$ 40.00	\$ 66,840.00
8	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	6,048	\$ 2.50	\$ 15,120.00
9	NITROGEN FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
10	PHOSPHORUS FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
11	POTASSIUM FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
12	MULCH, METHOD 3	ACRE	1.25	\$ 1,500.00	\$ 1,875.00
13	EROSION CONTROL BLANKET	SQ YD	707	\$ 2.00	\$ 1,414.00
14	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	6,048	\$ 13.00	\$ 78,624.00
15	SUPPLEMENTAL WATERING	UNIT	272	\$ 10.00	\$ 2,720.00
16	TEMPORARY EROSION CONTROL SEEDING	POUND	125	\$ 6.50	\$ 812.50
17	CHECK DAM	EACH	6	\$ 250.00	\$ 1,500.00
18	PERIMETER EROSION BARRIER	FOOT	1,410	\$ 4.00	\$ 5,640.00
19	INLET AND PIPE PROTECTION	EACH	58	\$ 200.00	\$ 11,600.00
20	AGGREGATE BASE COURSE, TYPE B	TON	11,290	\$ 22.00	\$ 248,380.00
21	HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	16,709	\$ 14.00	\$ 233,926.00
22	AGGREGATE SURFACE COURSE, TYPE B	TON	43	\$ 25.00	\$ 1,075.00
23	BITUMINOUS MATERIALS (PRIME COAT)	GAL	6,406	\$ 1.00	\$ 6,406.00
24	AGGREGATE (PRIME COAT)	TON	39	\$ 10.00	\$ 390.00
25	LEVELING BINDER (MACHINE METHOD), N50	TON	108	\$ 70.00	\$ 7,560.00
26	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	53	\$ 25.00	\$ 1,325.00
27	HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	2,160	\$ 72.00	\$ 155,520.00
28	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	1,308	\$ 60.00	\$ 78,480.00
29	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	160	\$ 60.00	\$ 9,600.00
30	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	856	\$ 80.00	\$ 68,480.00
31	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	125	\$ 6.00	\$ 750.00
32	DETECTABLE WARNINGS	SQ FT	16	\$ 40.00	\$ 640.00
33	PAVER SIDEWALK REMOVE AND RELOCATE	SQ FT	156	\$ 15.00	\$ 2,340.00
34	PAVEMENT REMOVAL	SQ YD	18,808	\$ 13.00	\$ 244,504.00
35	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1.75" TO 4.75")	SQ YD	2,582	\$ 2.00	\$ 5,164.00
36	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,284	\$ 12.00	\$ 27,408.00
37	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	792	\$ 6.00	\$ 4,752.00
38	SIDEWALK REMOVAL	SQ FT	60	\$ 5.00	\$ 300.00
39	CLASS D PATCHES, 8 INCH	SQ YD	1,050	\$ 75.00	\$ 78,750.00
40	PIPE CULVERT REMOVAL	FOOT	78	\$ 13.00	\$ 1,014.00
41	PIPE CULVERTS, CLASS D, TYPE 1 12" (CORRUGATED STEEL)	FOOT	46	\$ 35.00	\$ 1,610.00
42	STEEL END SECTIONS, 12"	EACH	4	\$ 200.00	\$ 800.00
43	STORM SEWERS, CLASS B, TYPE 1, 6"	FOOT	35	\$ 35.00	\$ 1,225.00
44	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 12"	FOOT	3,414	\$ 45.00	\$ 153,630.00
45	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 18"	FOOT	2,041	\$ 57.00	\$ 116,337.00
46	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 24"	FOOT	1,104	\$ 70.00	\$ 77,280.00
47	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 36"	FOOT	595	\$ 75.00	\$ 44,625.00
48	STORM SEWER REMOVAL 8"	FOOT	50	\$ 10.00	\$ 500.00
49	STORM SEWER REMOVAL 12"	FOOT	379	\$ 12.00	\$ 4,548.00
50	STORM SEWER REMOVAL 20"	FOOT	214	\$ 15.00	\$ 3,210.00
51	STORM SEWER REMOVAL 36"	FOOT	692	\$ 25.00	\$ 17,300.00
52	WATER VALVES 6"	EACH	1	\$ 1,350.00	\$ 1,350.00
53	WATER VALVES 8"	EACH	14	\$ 1,500.00	\$ 21,000.00
54	WATER VALVES 10"	EACH	8	\$ 2,000.00	\$ 16,000.00
55	FIRE HYDRANTS TO BE REMOVED	EACH	13	\$ 500.00	\$ 6,500.00
56	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	\$ 4,500.00	\$ 117,000.00
57	PIPE UNDERDRAINS 8"	FOOT	2,583	\$ 12.00	\$ 30,996.00
58	MANHOLES, TYPE A, 4-DIAMETER, TYPE 8 GRATE	EACH	16	\$ 1,500.00	\$ 24,000.00
59	MANHOLES, TYPE A, 5-DIAMETER, TYPE 8 GRATE	EACH	4	\$ 2,000.00	\$ 8,000.00
60	MANHOLES, TYPE A, 6-DIAMETER, TYPE 8 GRATE	EACH	3	\$ 3,500.00	\$ 10,500.00
61	MANHOLES, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 1,500.00	\$ 3,000.00
62	MANHOLES, TYPE A, 5-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,000.00	\$ 6,000.00
63	MANHOLES, TYPE A, 6-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 3,500.00	\$ 21,000.00
64	MANHOLES, TYPE A, 4-DIAMETER, TYPE 11 FRAME & GRATE	EACH	25	\$ 1,500.00	\$ 37,500.00
65	MANHOLES, TYPE A, 5-DIAMETER, TYPE 11 FRAME & GRATE	EACH	2	\$ 2,000.00	\$ 4,000.00
66	MANHOLES, TYPE A, 6-DIAMETER, TYPE 11 FRAME & GRATE	EACH	6	\$ 3,500.00	\$ 21,000.00
67	MANHOLES, 6-DIAMETER, TYPE 8 GRATE (SPECIAL) - DRY WELL	EACH	1	\$ 5,000.00	\$ 5,000.00
68	MANHOLES, TYPE A, 4-DIAMETER, RESTRICTOR STRUCTURE (OPTION B)	EACH	1	\$ 2,000.00	\$ 2,000.00
69	MANHOLES, TYPE A, 6-DIAMETER, RESTRICTOR STRUCTURE (OPTION B)	EACH	5	\$ 4,000.00	\$ 20,000.00
70	MANHOLES, TYPE A, 8-DIAMETER, RESTRICTOR STRUCTURE (OPTION A)	EACH	1	\$ 7,500.00	\$ 7,500.00
71	INLETS, TYPE A, TYPE 8 GRATE	EACH	32	\$ 1,000.00	\$ 32,000.00

72	INLETS, TYPE A, TYPE 11 FRAME & GRATE	EACH	18	\$ 1,100.00	\$ 17,600.00
73	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	23	\$ 1,500.00	\$ 34,500.00
74	VALVE VAULTS TO BE ADJUSTED	EACH	1	\$ 400.00	\$ 400.00
75	VALVE VAULTS TO BE REMOVED	EACH	10	\$ 300.00	\$ 3,000.00
76	FRAMES AND LIDS TO BE ADJUSTED	EACH	14	\$ 250.00	\$ 3,500.00
77	REMOVING MANHOLES	EACH	6	\$ 500.00	\$ 3,000.00
78	REMOVING INLETS	EACH	3	\$ 450.00	\$ 1,350.00
79	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,772	\$ 17.00	\$ 64,124.00
80	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	10,358	\$ 16.00	\$ 165,728.00
81	MOBILIZATION	L SUM	1	\$100,000.00	\$ 100,000.00
82	CCDD/LUST MATERIALS ANALYSIS, MANAGEMENT, & COMPLIANCE	L SUM	1	\$ 15,000.00	\$ 15,000.00
83	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00
84	WATER MAIN TO BE ABANDONED - 6"	EACH	1	\$ 1,500.00	\$ 1,500.00
85	WATER MAIN TO BE ABANDONED - 10"	EACH	1	\$ 2,500.00	\$ 2,500.00
86	WATER MAIN LINE STOP 6" (PRESSURE CONNECTION)	EACH	1	\$ 4,500.00	\$ 4,500.00
87	WATER MAIN LINE STOP 8" (PRESSURE CONNECTION)	EACH	4	\$ 5,000.00	\$ 20,000.00
88	WATER MAIN 12" (DIRECT CONNECTION)	EACH	1	\$ 6,000.00	\$ 6,000.00
89	PVC WATER MAIN 6"	FOOT	502	\$ 45.00	\$ 22,590.00
90	PVC WATER MAIN 8"	FOOT	3,132	\$ 50.00	\$ 156,600.00
91	PVC WATER MAIN 10"	FOOT	4,206	\$ 60.00	\$ 252,360.00
92	WATER SERVICE RECONNECTION	EACH	94	\$ 650.00	\$ 61,100.00
93	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	94	\$ 150.00	\$ 14,100.00
94	WATER SERVICE LINE, 1 1/2"	FOOT	2,305	\$ 16.00	\$ 36,880.00
95	WATER MAIN CASING WITH SPACERS	FOOT	130	\$ 80.00	\$ 10,400.00
96	DIRECTIONAL BORING - 1.5" DIA. WATER SERVICE	FOOT	115	\$ 70.00	\$ 8,050.00
97	DIRECTIONAL BORING - 8" DIA. SS-CL-B1	FOOT	342	\$ 125.00	\$ 42,750.00
98	SANITARY SERVICE TO BE ADJUSTED	EACH	20	\$ 350.00	\$ 7,000.00
99	VIDEO TAPING OF SEWERS	FOOT	200	\$ 2.50	\$ 500.00
100	CURED-IN-PLACE PIPE (CIPP), 10"	FOOT	1,964	\$ 62.00	\$ 121,768.00
101	CURED-IN-PLACE PIPE (CIPP), 12"	FOOT	931	\$ 65.00	\$ 60,515.00
102	SANITARY SEWER REPAIR, REMOVE AND REPLACE	FOOT	200	\$ 100.00	\$ 20,000.00
103	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$ 50,000.00	\$ 50,000.00
104	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	1,671	\$ 40.00	\$ 66,836.00
105	STONE WALL REMOVAL AND RECONSTRUCTION	FOOT	100	\$ 50.00	\$ 5,000.00
106	DRAIN CONNECTIONS	FOOT	20	\$ 70.00	\$ 1,400.00
107	BIO-SWALE - COMPLETE	SQ FT	8,410	\$ 10.00	\$ 84,100.00
108	RAIN GARDEN - COMPLETE	SQ FT	35,020	\$ 10.00	\$ 350,200.00
109	UNDERGROUND STORMWATER DETENTION - COMPLETE	CU FT	27,927	\$ 12.00	\$ 333,927.60
110	REMOVE AND REPLACE ROCK DITCH	SQ FT	15	\$ 50.00	\$ 750.00
Note #1	CONSTRUCTION LAYOUT =	L SUM	1	\$ 67,165.00	\$ 67,165.00
				PHASE I OPINION OF PROBABLE CONSTRUCTION COST TOTAL =	
				\$ 4,897,104.10	
PHASE I DESIGN ENGINEERING =		L SUM	1	\$181,540.00	\$ 181,540.00
CONSTRUCTION ENGINEERING =		L SUM	1	\$131,130.00	\$ 131,130.00
				PHASE I TOTAL =	
				\$ 5,209,774.10	

Note #1 Given the complexity of the ROW, the Roadway Alignment, and BMP Design, it is highly recommended that this CONSTRUCTION LAYOUT work be provided by the Licensed Professional Surveyors at HR Green.
(Includes Record Drawings)

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER		ORIGINATING DEPARTMENT Community Development		
ITEM Plat of Consolidation – 308 and 316 E. Sixth Street – Burke’s Consolidation		APPROVAL Daniel Deeter Village Engineer		
<p>Staff has received a request from Kevin and Mary Grace Burke to consolidate two parcels at 308 and 316 E. Sixth Street. The subject properties currently exist as two separate lots. The petitioner has already demolished the second home and is proposing to consolidate the two lots and maintain a single residence on the property. The consolidation of the property would result in a single lot totaling approximately 66,340 square feet. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.</p> <p>The subject property is zoned R-1 Single Family Residential and requires a minimum lot size of 30,000 square feet per lot. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate into one lot of record to build the proposed home. As such, staff respectfully requests the following motion.</p> <p>MOTION: To approve “A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 308 and 316 E. Sixth Street In The Village of Hinsdale, County of DuPage”.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES COMMONLY KNOWN AS 308 AND 316 E. SIXTH STREET IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE

WHEREAS, the owner of those properties commonly known as 308 and 316 E. Sixth Street, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

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

WHEREAS, on June 11, 2012, the Village of Hinsdale Environment and Public Services Committee approved the Plat of Consolidation for the Subject Property; and

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

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

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

Section 2. Plat of Consolidation Approval. The Plat of Consolidation, dated March 26, 2012 and Revised May 16, 2012, and attached as Exhibit B, is hereby approved and accepted.

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

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

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

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

PASSED this ____ day of _____, 201__.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 201__.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOT 2 IN BLOCK 16 IN W. ROBBIN'S PARK ADDITION TO HINSDALE, ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS;

ALSO KNOWN AS:

PARCEL 1: THAT PART OF LOT 2 IN BLOCK 16 IN WILLIAM ROBBIN'S PARK ADDITION TO HINSDALE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EAST TO A POINT 125 FEET EAST OF SAID NORTHWEST CORNER; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THTE WEST LINE OF SAID LOT TO THE PLACE OF BEGINNING, IN THE EAST ½ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 2 (EXCEPT THE WEST 125 FEET THEREOF AS MEASURED ON THE NORTH LINE AND PARALLEL WITH THE EAST LINE OF LOT 2) IN BLOCK 16 IN W. ROBBIN'S PARK ADDITION TO HINSDALE, ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PIN: 09-12-402-001
09-12-402-002

9-12B

