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**VILLAGE OF HINSDALE**  
**ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES**  
**MONDAY, OCTOBER 15, 2012**

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Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:35 P.M., Monday October 15, 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; Tom Bueser, Deputy Director of Public Services; John Finnell, Village Arborist; Dan Deeter, Village Engineer.

**Approval of Minutes – September 10, 2012**

The EPS Committee reviewed the minutes from the September 10, 2012 meeting. Trustee Geoga motioned for approval of the September 10, 2012 minutes. Trustee Saigh seconded. The motion passed unanimously.

**Public Services Monthly Report**

Mr. Franco updated the committee on the status of the Public Service Department. Mr. Franco addressed the disposition of paper bags for leave disposal and that an Eagle Scout had painted approximately 120 fire hydrants within the Village.

**Engineering Monthly Report**

Mr. Deeter updated the committee on the status of the Oak Street Bridge replacement, the 2012 Resurfacing and Reconstruction Projects, the Woodlands Phase 1, the 2013 Resurfacing and Reconstruction Projects. Additionally, the Tollway has resurfaced the approaches to the Minneola Road pedestrian bridge over I-294. IDOT is planning to resurface Kingery Highway in 2013. This will be primarily night work. Mr. Deeter then answered questions from the trustees concerning the projects' change order lists.

**Permission to Seek Proposals – 2013 Maintenance Program.** Chairman LaPlaca introduced this agenda item. After some discussion between the Trustees, Mr. Cook, and Mr. Deeter, it was confirmed that all roads listed on the Master Infrastructure Plan (MIP) for 2013 are scheduled for improvements and that this list of roads will be resurfaced using Villages funds budgeted to maintain the condition of our infrastructure. The trustees directed staff to seek proposals for design and construction management for the 2013 Maintenance Program.

**Request for Waiver of Sidewalk Contribution – 5801 Giddings Avenue**

Chairman LaPlaca introduced this agenda item. Mr. Pat Walsh, the resident, and Mr. Bob Clair, his builder, addressed the committee. After some discussion, the committee denied the resident's request to install a sidewalk on his property or to waive the fee. The committee developed the ordinance to provide funds that benefitted the community as a whole by completing critical sidewalk links on the Master Sidewalk Plan – not to construct isolated "sidewalks to nowhere." Additionally, since there is no waiver mechanism within the ordinance, the committee has no authority to provide a waiver.

**Resident Request for 3 Parkway Trees To Be Removed (5801 Giddings Ave.)**

Chairman LaPlaca introduced this agenda item. Mr. Franco and Mr. Finnell provided further information on the subject. Mr. Pat Walsh, the resident, and Mr. Bob Clair, his builder, addressed the committee. After some discussion, the committee agreed that there were no reasonable site plan alternatives that would save the Kentucky coffee tree in the path of the driveway. To compensation for removing the Kentucky coffee tree, Mr. Walsh will supply three 4-inch DBH trees (species of the Village's choosing) to be planted at a location(s) of the Village's choosing. Additionally, he will treat the 14-in DBH Green Ash tree northeast of his lot against the emerald ash borer in a manner and frequency as determined by the Village Arborist. Since the two Norway Spruce trees are in good condition, the committee denied the request to removal them from the parkway. The committee will not allow trees to be removed solely for aesthetic reasons or to match the resident's proposed landscaping.

**To Approve a Resolution for the Woodlands Phase 1 Project Contract Change Order Number 1 in the Amount of \$19,063.95 to Pirtano Construction Company, Inc.** Chairman LaPlaca introduced this agenda item. Since this issue had been discussed during the Engineering Monthly Report and the committee had no further comments, Trustee Saigh moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

**To Approve the removal and replacement of a 125 hp pump motor and cleaning and inspection of pump assembly to Municipal Well and Pump, in the Amount of \$16,882.00.** Chairman LaPlaca introduced this agenda item. Mr. Franco added his comments and answered the committee's questions. Trustee Geoga moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

**To award the service of snow removal on sidewalks in the Central Business District to Fuller's Home and Hardware, in the amount of \$595.00 per event, not to exceed the budgeted amount of \$8000.00 without prior approval from the Village Manager.** Chairman LaPlaca introduced this agenda item. Mr. Franco added his comments and answered the committee's questions. Trustee Geoga moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

**To Adopt An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois** Chairman LaPlaca introduced this agenda item. Trustee Geoga stipulated his annual objection to this ordinance. Trustee Haarlow moved to approve. Trustee Saigh seconded. The motion passed unanimously.

**Ordinance Amending Title 7 (“Public Ways and Property”) Chapter 2 (“Trees and Shrubs”), Section 7-2-2(“Planting and Removal”) of the Village Code of Hinsdale Regarding General Penalties for Ordinance Violations** Chairman LaPlaca introduced this agenda item. During discussions Chairman LaPlaca and the Trustees suggested several changes to the ordinance. The most significant change added a paragraph directing that all fees should go to a tree fund. Trustee Saigh moved to approve the ordinance “as amended this evening”. Trustee Geoga seconded. The motion passed unanimously.

**Adjournment**

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 8:53 P.M.

Respectfully submitted,

Dan Deeter  
Village Engineer

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## MEMORANDUM

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**TO:** CHAIRMAN LA PLACA AND THE EPS COMMITTEE  
**FROM:** GEORGE FRANCO  
**SUBJECT: PUBLIC SERVICES MONTHLY REPORT-  
OCTOBER, 2012**

**Date:** 11/1/12

The Public Services Department has continued preparing for the upcoming winter season. Public Service crews have been preparing all snow and ice removal equipment as well as stocking necessary parts for the season. Nearly all snow/ice equipment has been serviced and is considered in good running order, with multi-use vehicles to be broken down and serviced by the Thanksgiving holiday. Village crews have completed the roadway grinding and resurfacing list for the year, since June, crews have removed and resurfaced approximately 685 tons of asphalt for these repairs for an approximate material cost of \$36,305.00 for the roadways listed below:

- Birchwood Road (east of Madison St.)
- Warren Terrace
- Warren Court
- Wedgewood Court
- Ravine between Oak and County Line
- The Lane between Elm and York
- Stough Street between Quincy and Stough cul de sac
- Hickory between Adams and Bruner
- Elm between Hampton and Ogden
- Elm between 7<sup>th</sup> and 9<sup>th</sup>
- 6<sup>th</sup> St. between County Line Rd. and Dalewood



- 9<sup>th</sup> St. between Park and Washington
- 9<sup>th</sup> St. between Grant and Madison
- Madison St. between Hickory and North
- 6<sup>th</sup> St. Between Madison and Adams
- Fuller Road between York and County Line
- 6<sup>th</sup> St. between Stough and Jackson
- 2<sup>nd</sup> St. between Vine and Monroe
- The alley off of 4<sup>th</sup> St. between Madison and Thurlow
- The alley off of 7<sup>th</sup> between Stough and Jackson
- Stough St. between Town Pl. and the railroad tracks
- The alley off of Madison between Walnut and Hickory
- 59<sup>th</sup> St. east of Elm St.
- The alley behind Washington Square
- Lincoln St. between 3<sup>rd</sup> and Hinsdale Avenue
- 6<sup>th</sup> St. from Dalewood to Princeton Rd.
- Minneola St. between Washington and Garfield

During the month of October, crews responded to and repaired three water main breaks. The date, location, and pipe size are listed below:

- 10/1/12      544 Justina              6" cast iron main
- 10/6/12      Madison and Maple          8" cast iron main
- 10/8/12      4<sup>th</sup> St. and Garfield          8" cast iron main

The Public Services department has also begun bi-weekly checks to monitor for leaf piles in streets and dispersing warning notices as applicable. To date, there have been 6 warning notices dispersed (6 at this time last year and 9 in FY 10-11) and all have complied removing the leaf piles from the streets. The annual Christmas decorations will be arriving on the week of November 12<sup>th</sup>, with the greenery to be treated with an anti-desiccant, bows attached, and then hung in the Business District before the Annual Christmas Walk on November 30<sup>th</sup>. The Public Services Department has been overseeing multiple other tasks, which include:

- The preparation including removal of the summer annual plantings in flower beds and pots within the Business District and the planting of tulip bulbs in the planting beds.
- Coordinated the topdressing of Pierce Park, Veeck Park, Robbins Park, and KLM. Public Services crews aerated and over seeded athletic fields at the following parkland locations: Veeck, Dietz, Melin, Stough, and KLM requiring 32 man hours and 450 pounds of grass seed.
- The winterization of the fountain in Burlington Park.
- The completion of mulching the Memorial Building grounds and the grading, turf removal, and mulch placement on the 2<sup>nd</sup> St. parkway between Washington St. and Harrison Place to improve aesthetics in the area.
- The repair of 7 light poles in the Business District.
- A round of alley grading has been completed with crews using 4 tons of gravel.
- Public Services staff reviewed and commented on 10 tree preservation plans submitted for building permits.
- Public Services staff coordinated the removal and restoration of 97 parkway tree stumps throughout the Village.

- Public Services assisted with special events which included the Farmer's Market and the annual Fall Festival, as well as installing two sets of banners on light poles in the Business District.
- Two staff members attended an OSHA 10 hour training session on general industry safety and health presented by IRMA.

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

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

**ROADWAY**

19.00 SIGNS  
9.00 POSTS  
7.00 SIGNS REPAIRED  
7.00 TONS OF COLD MIX USED FOR POTHOLES  
59.00 TONS OF HOT MIX  
4.00 TONS OF GRAVEL FOR ALLEYS ACT,  
0.00 WHITE PAINT  
0.00 YELLOW PAINT  
96.00 MAN HOURS BASIN TOP CLEANING  
16.00 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**

75.00 TREES TRIMMED BY VILLAGE STAFF  
17.00 TREES REMOVED BY VILLAGE STAFF  
0.00 ELM TREES DETECTED BY STAFF      27 Pub.55 Private  
0.00 ELM TREES REMOVED BY STAFF  
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS  
97.00 TREE STUMPS REMOVED  
2.00 TREES PLANTED  
0.00 TREES TRIMMED BY CONTRACTOR( to date)  
4.00 NON ELMS REMOVED BY CONTRACTOR  
4.00 ELMS REMOVED BY CONTRACTOR  
1.00 ASH TREES REMOVED DUE TO EAB      55 Removed since 2/11

**EQUIP MAINT**

10.00 SCHEDULED MAINT  
30.00 UNSCHEDULED REPAIRS

**WATER OPERATIONS**

64429.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM  
65793.00 PUMPED IN OCTOBER 2011  
30.00 FEET OF SEWER LINES CLEANED  
0.00 FEET OF SEWER LINE TELEVISED  
2.00 SEWER BACKUP INVESTIGATIONS  
2.00 BASINS REPAIRED  
0.00 BASINS REBUILT  
11.00 BASINS CLEAN FROM DEBRIS INSIDE  
86.00 METER READINGS  
4.00 WATER METERS REPAIRED  
27.00 WATER METERS INSTALLED

0.00 HYDRANTS REPLACED  
6.00 HYDRANTS FLUSHED  
3.00 WATER MAINS REPAIRED  
1.00 SEWER SERVICE LOCATED  
402.00 J U L I E LOCATE REQUEST  
11.00 WATER CONNECT OR DISCONNECT INSPECTIONS  
21.00 VALVES EXERCISED  
1.00 VALVES REPAIRED  
26.00 WATER METERS REMOVED  
0.00 SEWER CONNECT INSPECTIONS  
12.00 FOUNTAINS SERVICED

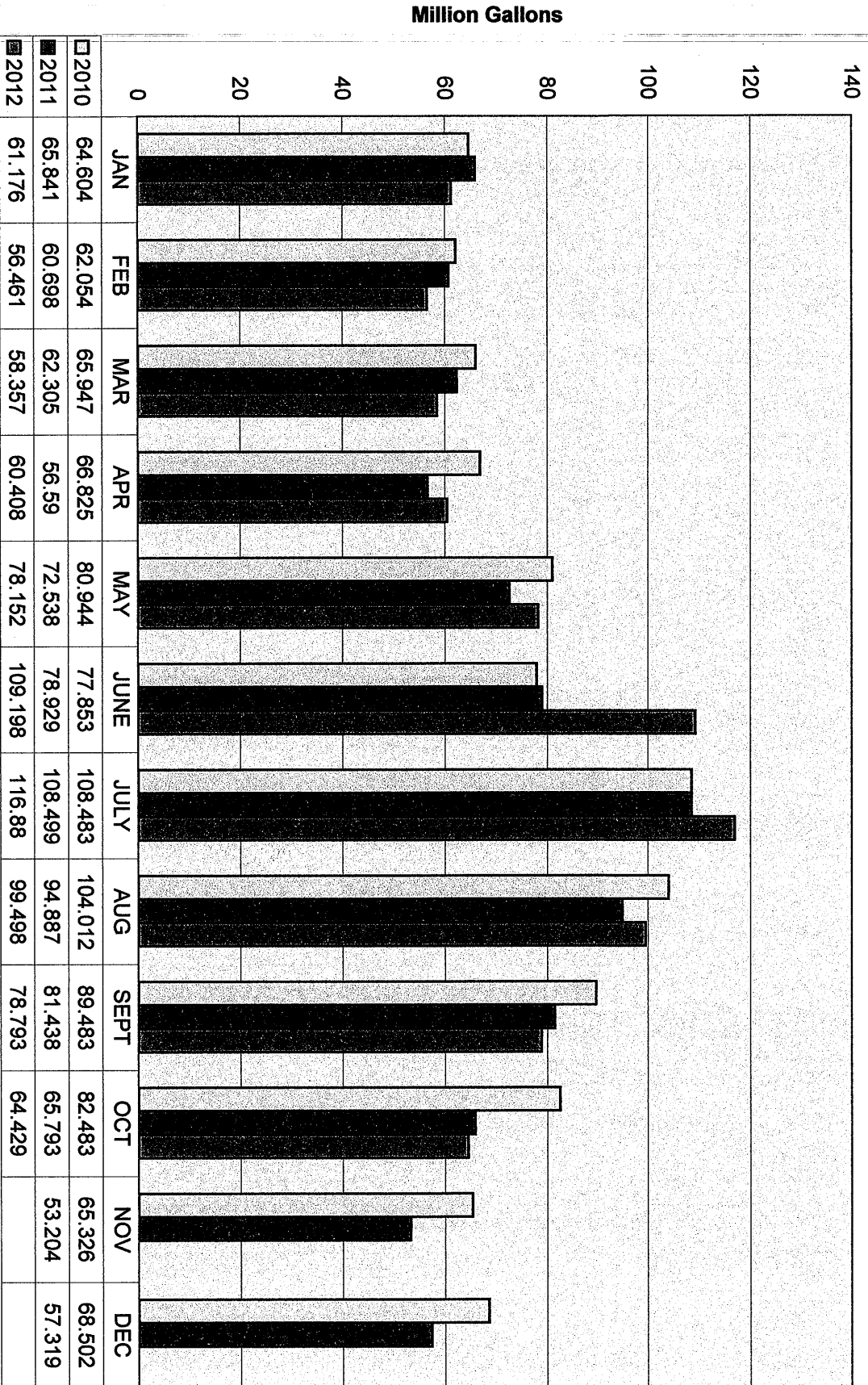
#### **PARKS MAINTENANCE**

Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick, cleaning of the restrooms, and maintenance to all athletic fields. All contractual landscape maintenance has been completed, and will continue until the end of November. Crews have begun mulching of leaves in parkland areas as well as completing the aerating and overseeding of all athletic fields. Crews have installed signage and trash receptacles around the KLM disc golf course. A new sign was installed at Melin Park. The PD/FD grounds were thoroughly cleaned before their open house and Burlington Park was prepared for the annual fall festival. The planter beds in the Business District have been prepared for the tulip bulbs planted.

#### **BUILDING MAINTENANCE**

Building maintenance crews have been monitoring and servicing heating systems as needed. Staff has continued to work with painting and window installation crews on the Memorial hall painting and storm window installation project. Service calls during October include: new bronze letters installed at Village Hall, gutter cleaning at KLM, Public Services building, Water Plant building, and Village Hall, Robbins Park building heater repairs, lamp replacement at the Police Department and Public Services building.

# MONTHLY PUMPAGE



# High Service and Well Pump Maintenance

October 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.

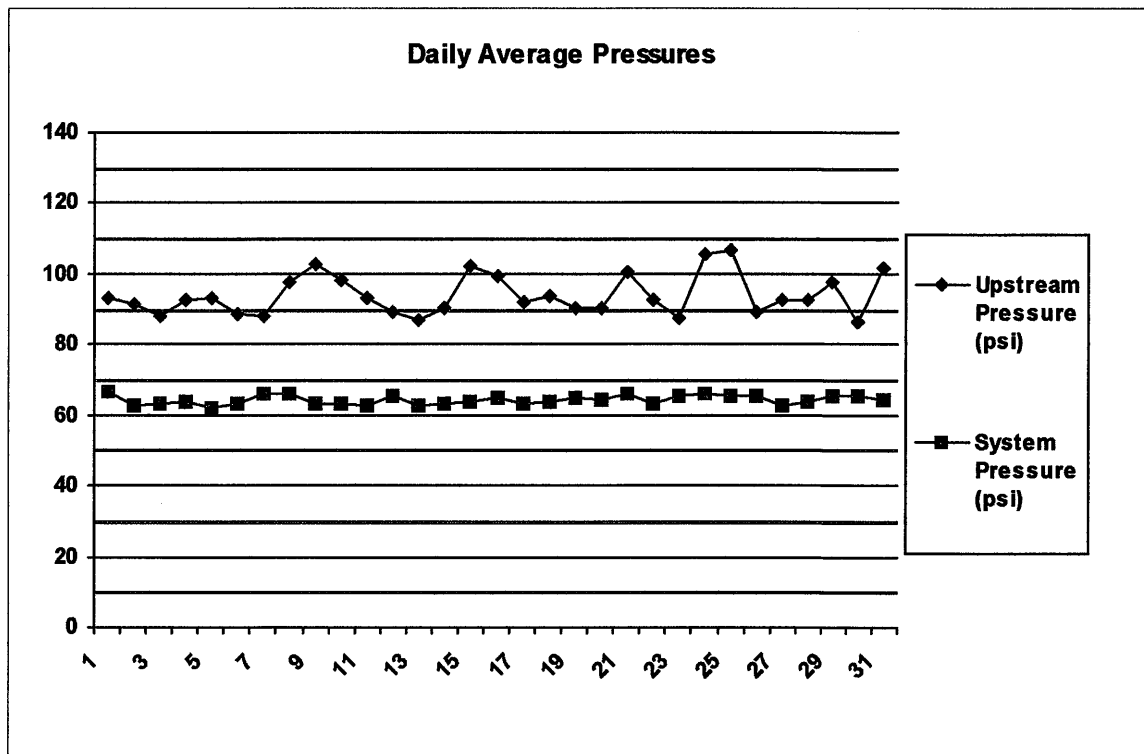
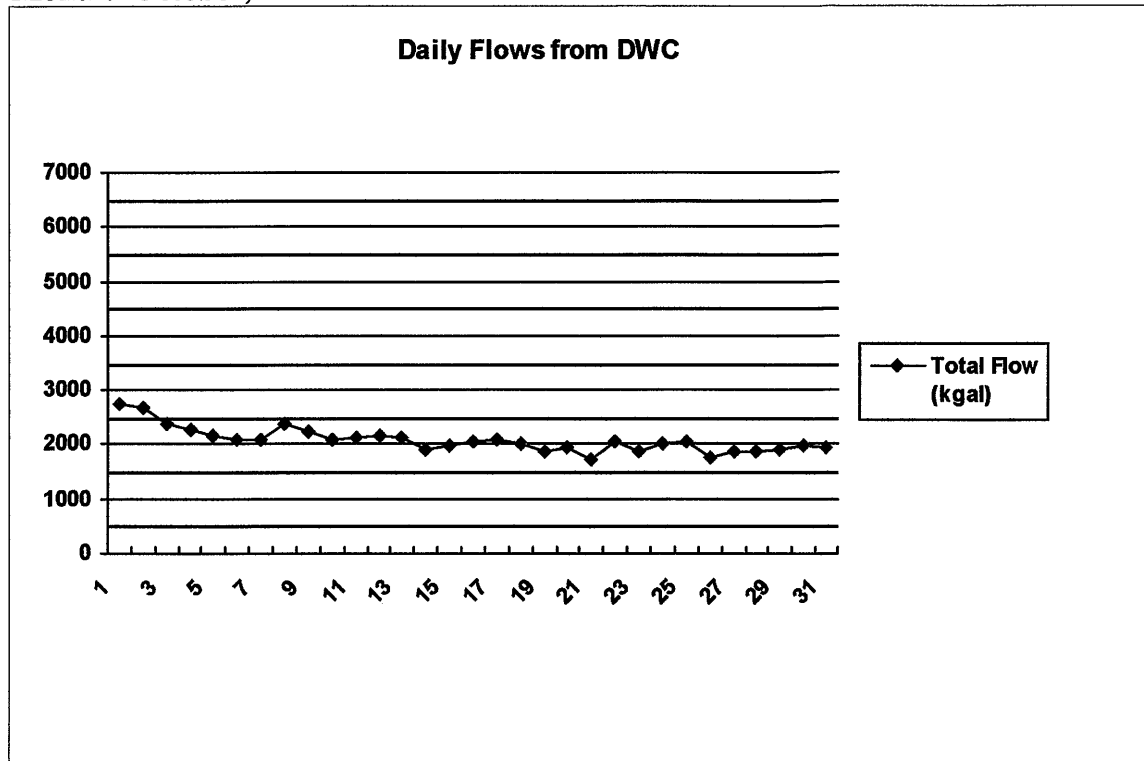
## MONTHLY REPORT FOR October, 2012

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>27</u>
# of lab turbidities	<u>27</u>
# of lab pH	<u>27</u>
# of lab fluoride	<u>27</u>
# of precipitation readings	<u>5</u>
# of temperature readings(air)	<u>27</u>
# of temperature readings(water)	<u>31</u>
# of DBP samples	<u>8</u>
# of Pumps serviced	<u>8</u>
# of Sprinkling Violations	<u>0</u>



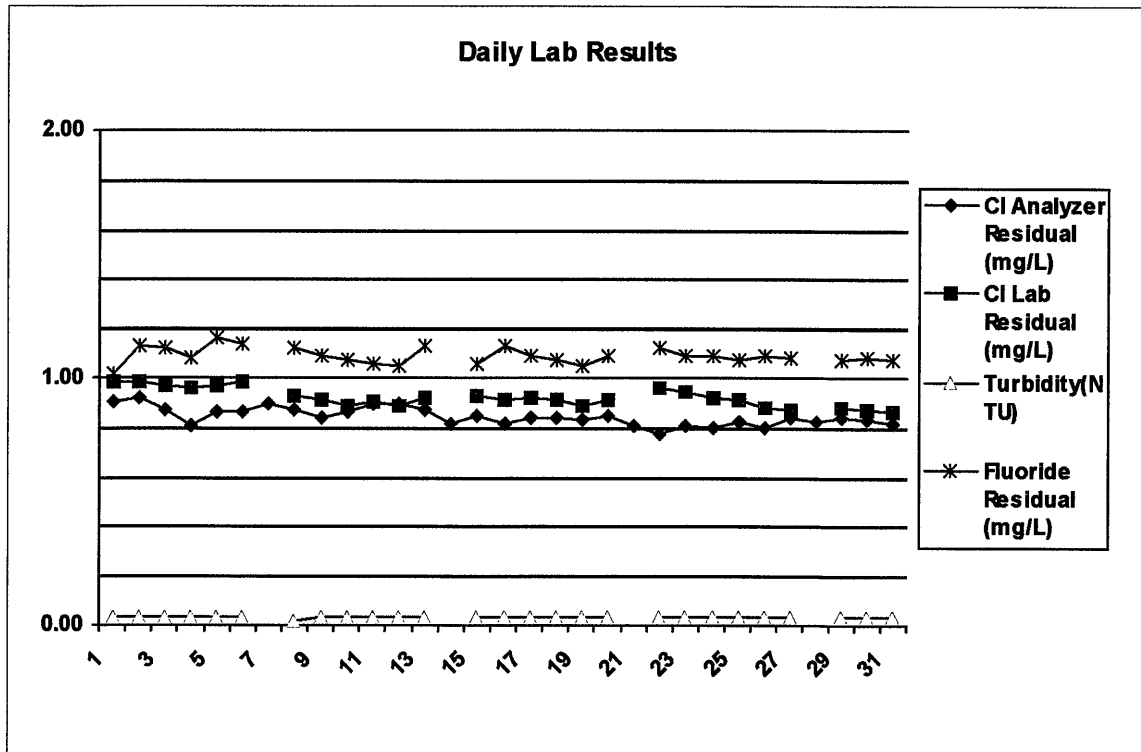
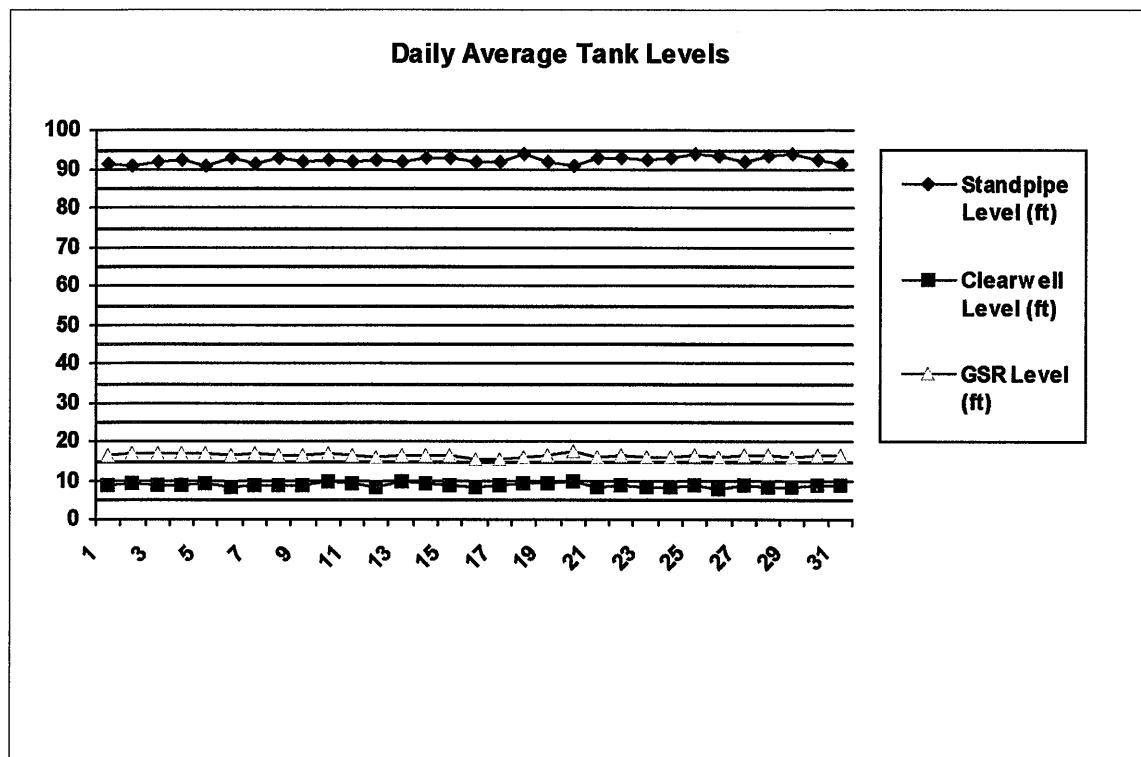
## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: October, 2012



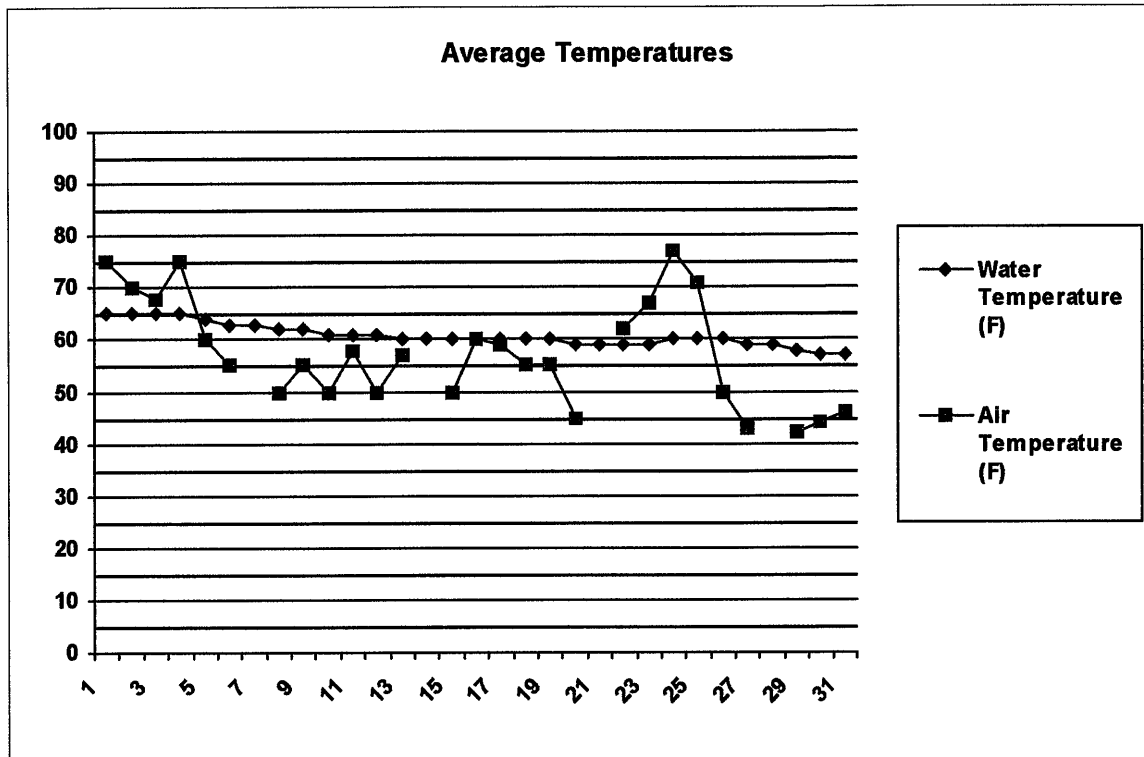
## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: October, 2012



## VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: October, 2012



# VILLAGE OF HINSDALE, PLANT REPORT

Month: October, 2012

Day	Flow			CL <sub>2</sub> Residual		Turbidity Average	Fluoride Average	H <sub>2</sub> O Temp Average	Air Temp Average	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Total (kgal)	Analyzer (ppm)	Lab (ppm)					
1	0	2737	2737	0.90	0.98	0.03	1.02	65	75	0.00
2	0	2688	2688	0.92	0.98	0.03	1.13	65	70	0.00
3	0	2390	2390	0.87	0.97	0.03	1.12	65	68	0.00
4	0	2289	2289	0.80	0.96	0.03	1.08	65	75	0.00
5	0	2148	2148	0.86	0.97	0.03	1.16	64	60	0.35
6	0	2078	2078	0.86	0.98	0.03	1.14	63	55	0.00
7	0	2095	2095	0.89				63		0.00
8	0	2374	2374	0.87	0.93	0.02	1.12	62	50	0.00
9	0	2249	2249	0.84	0.91	0.03	1.09	62	55	0.00
10	0	2085	2085	0.87	0.89	0.03	1.07	61	50	0.00
11	0	2114	2114	0.89	0.90	0.03	1.06	61	58	0.00
12	0	2168	2168	0.89	0.89	0.03	1.05	61	50	0.00
13	0	2118	2118	0.87	0.92	0.03	1.13	60	57	0.00
14	0	1922	1922	0.82				60		0.00
15	0	1995	1995	0.84	0.93	0.03	1.06	60	50	1.85
16	0	2037	2037	0.82	0.91	0.03	1.13	60	60	0.00
17	0	2086	2086	0.84	0.92	0.03	1.09	60	59	0.00
18	0	2007	2007	0.84	0.91	0.03	1.07	60	55	0.00
19	0	1871	1871	0.83	0.89	0.03	1.05	60	55	0.00
20	0	1925	1925	0.85	0.91	0.03	1.09	59	45	0.00
21	0	1718	1718	0.81				59		0.00
22	0	2065	2065	0.77	0.96	0.03	1.12	59	62	0.04
23	0	1862	1862	0.80	0.94	0.03	1.09	59	67	0.00
24	0	2011	2011	0.80	0.92	0.03	1.09	60	77	0.72
25	0	2045	2045	0.82	0.91	0.03	1.07	60	71	0.00
26	0	1761	1761	0.80	0.88	0.03	1.09	60	50	0.35
27	0	1883	1883	0.84	0.87	0.03	1.08	59	43	0.00
28	0	1882	1882	0.82				59		0.00
29	0	1910	1910	0.84	0.88	0.03	1.07	58	42	0.00
30	0	1983	1983	0.83	0.87	0.03	1.08	57	44	0.00
31	0	1933	1933	0.81	0.86	0.03	1.07	57	46	0.00
Sum:										3.31
Avg:										0.11
Max:										1.85
Min:										0.00

# VILLAGE OF HINSDALE, PLANT REPORT

Month: October, 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	2737	91.3	8.8	16.5	94.3	65.2	0.0	0.0	5.4			
2	2688	90.9	9.1	16.7	94.3	64.7	0.0	0.0	4.0			
3	2390	91.6	9.1	16.9	94.2	64.6	0.0	0.0	3.3			
4	2289	91.4	9.0	16.9	95.4	64.4	0.0	0.0	3.4			
5	2148	91.8	8.9	16.9	94.1	64.4	0.0	0.0	3.4			
6	2078	91.7	8.8	16.8	93.3	64.4	0.0	0.0	3.9			
7	2095	91.2	8.7	16.7	94.1	64.1	0.0	0.0	4.2			
8	2374	91.6	8.7	16.7	95.5	64.6	0.0	0.0	3.9			
9	2249	91.2	8.6	16.5	93.8	64.3	0.0	0.0	4.4			
10	2085	91.7	9.0	16.9	94.8	64.2	0.0	0.0	3.6			
11	2114	91.2	9.2	16.6	96.4	64.1	0.0	0.0	4.2			
12	2168	91.3	9.0	16.7	93.2	64.1	0.0	0.0	4.2			
13	2118	91.7	9.4	16.7	95.2	64.1	0.0	0.0	3.0			
14	1922	91.2	9.8	16.6	95.5	63.8	0.0	0.0	4.1			
15	1995	91.4	9.5	16.7	95.0	63.9	0.0	0.0	4.4			
16	2037	91.0	9.1	16.3	95.8	63.8	0.0	0.0	4.5			
17	2086	90.9	9.0	15.9	96.8	63.8	0.0	0.0	4.6			
18	2007	91.2	9.6	16.3	94.9	63.9	0.0	0.0	4.4			
19	1871	91.2	9.8	16.7	94.3	63.7	0.0	0.0	4.2			
20	1925	91.7	9.7	16.9	92.8	63.9	0.0	0.0	4.3			
21	1718	91.0	9.4	16.9	94.2	63.8	0.0	0.0	4.7			
22	2065	91.3	8.9	16.5	96.0	63.9	0.0	0.0	4.6			
23	1862	90.8	9.0	16.6	94.0	63.6	0.0	0.0	4.7			
24	2011	90.7	8.8	16.4	95.5	63.6	0.0	0.0	4.7			
25	2045	90.9	9.2	16.6	95.2	63.7	0.0	0.0	3.7			
26	1761	91.3	8.7	16.7	95.0	63.8	0.0	0.0	4.7			
27	1883	91.8	8.6	16.7	95.0	64.0	0.0	0.0	4.2			
28	1882	90.7	8.6	16.6	94.5	63.6	0.0	0.0	5.4			
29	1910	91.3	8.6	16.6	94.7	63.9	0.0	0.0	3.9			
30	1983	91.3	9.1	16.6	94.4	63.8	0.0	0.0	3.5			
31	1933	91.4	9.3	16.8	94.8	63.8	0.0	0.0	4.0			
<b>Sum:</b>											<b>129.5</b>	
<b>Avg:</b>											<b>4.2</b>	
<b>Max:</b>											<b>5.4</b>	
<b>Min:</b>											<b>3.0</b>	

**VILLAGE OF HINSDALE - IL 0434520**

**MONTHLY REPORT**

**Month: October, 2012**

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL <sub>2</sub> Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H <sub>2</sub> O Temp Average		
1	2737	0.98	0.03	1.02	65	75	0.00
2	2688	0.98	0.03	1.13	65	70	0.00
3	2390	0.97	0.03	1.12	65	68	0.00
4	2289	0.96	0.03	1.08	65	75	0.00
5	2148	0.97	0.03	1.16	64	60	0.35
6	2078	0.98	0.03	1.14	63	55	0.00
7	2095				63		0.00
8	2374	0.93	0.02	1.12	62	50	0.00
9	2249	0.91	0.03	1.09	62	55	0.00
10	2085	0.89	0.03	1.07	61	50	0.00
11	2114	0.90	0.03	1.06	61	58	0.00
12	2168	0.89	0.03	1.05	61	50	0.00
13	2118	0.92	0.03	1.13	60	57	0.00
14	1922				60		0.00
15	1995	0.93	0.03	1.06	60	50	1.85
16	2037	0.91	0.03	1.13	60	60	0.00
17	2086	0.92	0.03	1.09	60	59	0.00
18	2007	0.91	0.03	1.07	60	55	0.00
19	1871	0.89	0.03	1.05	60	55	0.00
20	1925	0.91	0.03	1.09	59	45	0.00
21	1718				59		0.00
22	2065	0.96	0.03	1.12	59	62	0.04
23	1862	0.94	0.03	1.09	59	67	0.00
24	2011	0.92	0.03	1.09	60	77	0.72
25	2045	0.91	0.03	1.07	60	71	0.00
26	1761	0.88	0.03	1.09	60	50	0.35
27	1883	0.87	0.03	1.08	59	43	0.00
28	1882				59		0.00
29	1910	0.88	0.03	1.07	58	42	0.00
30	1983	0.87	0.03	1.08	57	44	0.00
31	1933	0.86	0.03	1.07	57	46	0.00

<b>Day</b>	<b><i>Dist x1000</i></b>	<b><i>Free CL<sub>2</sub> Avg (mg/l)</i></b>	<b><i>Turbidity Avg (NTU)</i></b>	<b><i>Fluoride Avg (mg/l)</i></b>	<b><i>H<sub>2</sub>O Temp Average</i></b>	<b><i>Air Temp Average</i></b>	<b><i>Total Precip</i></b>
<b><i>Sum:</i></b>	<b>64429</b>						<b>3.31</b>
<b><i>Avg:</i></b>	<b>2078</b>	<b>0.92</b>	<b>0.03</b>	<b>1.09</b>	<b>61</b>	<b>57</b>	<b>0.11</b>
<b><i>Max:</i></b>	<b>2737</b>	<b>0.98</b>	<b>0.03</b>	<b>1.16</b>	<b>65</b>	<b>77</b>	<b>1.85</b>
<b><i>Min:</i></b>	<b>1718</b>	<b>0.86</b>	<b>0.02</b>	<b>1.02</b>	<b>57</b>	<b>42</b>	<b>0.00</b>

**Reported By:** \_\_\_\_\_

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## MEMORANDUM

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**TO:** CHAIRMAN LA PLACA AND THE EPS COMMITTEE  
**FROM:** GEORGE FRANCO  
**SUBJECT:** PERMISSION TO SEEK BIDS  
**Date:** 11/6/2012

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

1. The service of I beam and concrete restoration in the lower level of the Water Plant building. This work entails I beam replacement with steel column supports and abrasive blasting of the concrete ceiling and patching. These repairs are necessary to ensure the reliability of components above the affected areas of the Water Plant building. These repairs are included in the FY 2012-13 budget in the amount of \$125,000.00.
2. The replacement of a 1983 Ford turf tractor. This tractor is used primarily by the Parks maintenance division of Public Services, and will have the ability to be multifunctional for snow and ice operations. This piece of equipment is included in the FY 2012-13 budget in the amount of \$35,000.00.

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



## MEMORANDUM

**TO:** Chairman LaPlaca and Dave Cook  
**FROM:** Dan Deeter  
**DATE:** November 12, 2012  
**RE:** Engineering Monthly Report

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The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, three Engineering employees performed 134 site inspections for the month of October. The following capital improvement projects and engineering studies are underway.

### **Yeeck Park Wet Weather Facility**

The Parks Department continues to monitor the grass growth through 2012 to open the fields for play as soon as possible.

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

#### October 2012 Activities

- Clark Dietz, Inc. (CDI) met with Hinsdale, IDOT Bureau of Local Roads and Streets (BLRS), and Huff & Huff to develop responses to the IDOT BLRS comments.
- CDI updated Burlington Northern Santa Fe Rail Road on their progress.
- Huff & Huff completed the noise analysis and submitted it to IDOT.

#### November 2012 Activities

- CDI received comments from IDOT's Bridge Office in Springfield.
- Conduct final Community Working Group meeting on 11/28/12.
- Revised and submit project development report to IDOT BLRS.
- Begin preparation for Public Hearing.

### **Woodlands Green Infrastructure Improvements, Phase 1**

- Construction Started 06/29/12
- As of 11/03/12, the project is estimated to be 67% complete and on schedule.
  - All water mains and services have been connected.
  - All storm sewers have been constructed.
  - Sewer lining has been completed.
  - Construction of rain gardens is in progress.
- Binder course paving is scheduled to be completed by 11/09/12
- Scheduled substantial completion 12/15/12
- Final Completion (plantings, surface course) June 2013
- As of 11/02/12, total construction change order to date: ±\$31,225 addition

### **2012 Resurfacing Project**

- Construction started on S. Clay Street 07/11/12
- All roads paved 10/15/12
- The contractor is completing punch list items.
- As of 11/03/12, total change orders equal  $\pm$  \$8,757 reduction

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

- All roads paved 10/30/12
- Contractor is completing punch list items
- As of 11/03/12, total construction change orders equals  $\pm$ 55,322 reduction

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

- Design Engineering & Permitting May 2012 – January 2013
  - Staff had a preliminary meeting with our engineering consultant and residents of S. Thurlow. August 2012
  - Staff and engineering consultant meet with DuPage County to review stormwater floodplain issues for this project 09/06/12
  - Staff is reviewing the 60% plans starting 10/12/12
- Construction bidding February - March 2013
- Bid and Construction Observation Services Awarded March 2013
- Construction Starts April 2013 (weather permitting)

### **Request for Proposals**

Staff is developing and will be sending out request for proposals (RFPs) to our engineering consultants for the following projects:

- Oak Street Bridge Phase 2 (Design Engineering)
  - Design Engineering to begin upon completion of Phase 1 (1Q2013)
  - Construction estimated for 2H2014
- Woodlands Phase 2 Design Engineering
  - Design Engineering to begin in 2013
  - Construction to begin in Spring 2014
- 2014 Resurfacing & Maintenance Project Design Engineering (per the Master Infrastructure Improvement Plan)
  - Design Engineering to begin in 2013
  - Construction to begin in Spring 2014
- 2014 Reconstruction Design Engineering (per the Master Infrastructure Improvement Plan)
  - Design Engineering to begin in 2013
  - Construction to begin in Spring 2014

Engineering consultants recommended to receive RFPs include Clark Dietz, HR Green, JJ Benes, Rempe-Sharpe.

### **IDOT Resurfacing of Kingery Highway in 2013**

The Illinois Department of Transportation (IDOT) has developed preliminary plans for resurfacing Illinois Route 83 (Kingery Highway) between Knollwood Road (south of 55<sup>th</sup> Street) and Butterfield Road in 2013. To minimize congestion, IDOT is planning to perform construction during nighttime hours between 8:00 PM to 5:00 AM Monday through Friday. Bid letting is tentatively scheduled for January 18, 2013. Construction should start as soon as the weather permits. The project duration is unknown at this time.

### **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

## Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date <sup>1</sup>
					Addition	Deduction	Addition	Deduction		
1	7/16/2012	San Swr 15" PVC Rem San MH San Serv Conn 6" San MH 4' TY1F Select Gran Backfill Class D Patches	Remove and Replace combined sewer @ 2nd and S. Clay to permit sewer lining required by IEPA	Completed			\$ 5,580.00		1	
				Completed			\$ 500.00			
				Completed			\$ 1,720.00			
				Completed			\$ 4,500.00			
				Completed			\$ 4,830.00			
				Completed			\$ 3,900.00			
2	7/17/2012	Repair Swr 8 to 10 San Serv Conn 6" Select Gran Backfill Class D Patches	Remove and replace combined sewer at Hinsdale and S. Clay to permit sewer lining required by IEPA	Completed			\$ 3,154.00		1	
				Completed			\$ 880.00			
				Completed			\$ 3,108.00			
				Completed			\$ 2,704.00			
3	7/18/2012	Repair Swr 12 to 15 San Serv Conn 6" Select Gran Backfill Class D Patches	Remove and replace combined sewer @ 4th and S. Clay to permit sewer lining required by IEPA	Completed			\$ 2,448.00		1	
				Completed			\$ 3,440.00			
				Completed			\$ 3,444.00			
				Completed			\$ 1,768.00			
4	7/5/2012	Tree Trunk Protection	S. Clay, 4th and Monroe requested by Vill. Forester due to close proximity of trees to water service connections	Completed			\$ 4,180.00		1	
5	7/5/2012	Tree Root Pruning Spot	Reduced root pruning, work contained within roadway not impacting root zones.	Completed			\$ 5,330.00		1	
6	8/31/2012	Comb C&G R&R	Salvaged existing curb and gutter on 4th St and N. Clay due to better than expected soil conditions.	Completed			\$ 69,000.00		1	
7	7/16/2012	San Swr 10" PVC	Eliminated from N. Monroe scope, televised line in good shape	Completed			\$ 15,840.00		1	
8	7/16/2012	San MH TyA 4'	Eliminated from N. Monroe scope, televised line in good shape	Completed			\$ 6,600.00		1	
9	7/16/2012	San Svc Conn 6"	Eliminated from N. Monroe scope, televised line in good shape	Completed			\$ 3,226.92	\$ 12,000.00	1	
10	7/24/2012	Class D Patches	Repair of pavement resulting from the Quincy Street water service repair.	Completed			\$ 2,685.80		1	
11	7/17/2012	T&M	Hand dig unmarked utilities	Completed			\$ 1,934.40		1	
12	7/23/2012	T&M	Repair water service line. Service line location did not match village records.	Completed			\$ 1,016.03		1	
13	7/24/2012	T&M	Repair water service leak discovered on Quincy	Completed			\$ 4,242.12		1	
14	8/3/2012	T&M	N. Monroe and Hickory tie in pressure connection	Completed			\$ 2,921.24		1	
15	8/7/2012	T&M	Vine and 4th dig and relocated MCI cable due to conflict	Completed			\$ 1,874.42		1	
16	8/15/2012	T&M	N. Clay and North St. water main connection	Completed			\$ 1,769.28		1	
17	8/23/2012	T&M	408 Second St. incorrect water service marked	Completed			\$ 927.43		1	
18	8/27/2012	T&M	238 S. Madison repair broken valve	Completed			\$ 2,455.51		1	

## Change Order Field Record

[illegible]

\$	4,500.00	\$	-	\$	109,296.16	\$	122,553.00
				\$	8,756.84	Reduction	

Construction Observation		Construction
Budget: \$	100,000.00	Construction Budget:
Bid: \$	66,863.00	Pirtano Construction Bid:
		Construction Contingency:
CO Contingency: \$	33,137.00	Constr. Contingency Balance Less Net Change Orders:

Total Project Contingency: \$ 111,948

Highlighted change order requests are included in the EPS packet for approval.



## Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date <sup>1</sup>
					Addition	Deduction	Addition	Deduction		
1	4/24/2012	VALVE VAULT	Field change for VV7, additional digging for placement in parkway.	Complete			\$ 1,480.87		1	07/17/12
2	4/26/2012	WATER SERVICE REPAIR	Repaired two water service lines (324 & 325 N. Washington). Service line locations did not match village records.	Complete			\$ 1,956.50		1	07/17/12
3	5/2/2012	WATER SERVICE-REPAIR	Repaired water service line (231 N. Washington). Service line locations did not match village records.	Complete						
4	5/2/2012	FIRE HYDRANT	Work stopped to verify fire hydrant locations vis-à-vis homes (214 & 230 N. Washington)	Complete			\$ 786.88		1	07/17/12
5	5/4/2012	WATER SERVICE REPAIR	Repair water service line (129 N. Washington). Service line location did not match village records.	Complete			\$ 1,435.40		1	07/17/12
6	5/7/2012	SANITARY SERVICE	Cap and plug sanitary tee at 211 N. Washington. Found to be abandoned.	Complete			\$ 1,753.85		1	07/17/12
7	5/8/2012	SANITARY SERVICE	Complete Sanitary Service (103 N. Washington). Mainline tee was placed too far upstream.	Complete			\$ 6,195.68		1	07/17/12
8	5/21/2012	WATER SERVICE REPAIR	Water service marked for 126 N. Washington was the old line, and the new tap and service line had already been placed, work done to close the new tap and remove the placed service line	Complete			\$ 839.44		2	
9	6/18/2012	WATER MAIN CUT & CAP	When installing the new valve vault north of Ayres, the existing water main could not be completely shut down, determined with the water department that the old main on the east side of Ayres needed to be cut & capped.	Complete			\$ 2,110.28		2	
10	6/21/2012	SANITARY SERVICE	Cap and plug sanitary tee at 626 N. Washington. Found to be abandoned.	Complete			\$ 1,185.48		2	
11	7/5/2012	WATER MAIN DELETED	250-feet of PVC water main north of Ayres was in excellent condition and was not replaced. Two FH replacements eliminated.	Complete				\$ 19,000.00	2	
12	7/23/2012	WATER MAIN CONNECTION	Work stopped when the contractor found an old valve that was broken at Center & Washington and could not continue digging in the area until the watermain was shutdown.	Complete			\$ 1,256.90		2	
43	8/7/2012	WATER SERVICE-REPAIR	Repair water service line (417 N. Grant). Service line location did not match village records.	Complete						
14	8/7/2012	TREE PROTECTION FENCE	11,700-foot tree protection fencing placed as directed by the Village Arborist.	Complete				\$ 8,248.75	2	
15	8/7/2012	TREE ROOT PRUNING	Seventy four trees received root pruning as directed by the Village Arborist.	Complete				\$ 7,950.00	2	
16	8/7/2012	INSERT VALVE, 8"	Four insert valves eliminated.	Complete				\$ 27,200.00	2	
17	8/7/2012	VALVE, WATER	Three valves added for connections at Lansing and at Center.	Complete			\$ 12,450.00		2	
18	8/7/2012	CCDD MATERIALS ALLOWANCE	With 50% of the construction complete, the Resident Engineer estimates that 50% of the CCDD allowance has been saved. (Subject to change depending on the amount of special waste encountered in the second half of the project.)	In process				\$ 25,000.00	2	
19	8/23/2012	WATER MAIN REPAIR	Watermain break at 541 N. Grant (water running into construction trench). VOH water division was on another main break. Contractor performed repair in place of Village personnel.	Complete			\$ 1,567.00		2	

## Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date <sup>1</sup>
					Addition	Deduction	Addition	Deduction		
20	8/24/2012	WATER MAIN CORPORATE STOP	Leaking corporate stop on existing water main encountered during excavation of N. Grant & Center intersection was repaired	Complete			\$ 640.36		2	
21	8/27/2012	WATER SERVICE REPAIR	Repaired water service line (649 N. Grant). Service line locations did not match village records	Complete			\$ 1,395.12		2	
22	8/29/2012	WATER MAIN CONNECTION	Existing water main utilities at the intersection of N. Grant and Center were not per plan or village atlas.	Complete			\$ 3,494.11		2	
23	8/31/2012	SPRINKLER SYSTEM REPAIRS	Sprinkler system repairs due to sanitary service conflict with storm sewer.	Complete			\$ 350.00			
24	9/19/2012	PRECAST MODULAR BLOCK WALL	At the northwest corner of Maple and Washington, a longer sidewalk ramp was required than noted in the plan. A retaining wall was required to match the new sidewalk to the existing grade.	Complete	\$ 4,125.00					
25	9/19/2012	REPAIR/REPLACE FLAGSTONE LANDSCAPING WALL	640 N. Washington. The line item included dismantling and re-use of the existing wall material. While hand dismantling the wall, many flagstones were found to be too brittle to be salvaged. The cost includes replacement flagstone.	Proposed	\$ 4,200.00					
26	9/19/2012	REPAIR/REPLACE FLAGSTONE LANDSCAPING WALL	644 N. Washington. The line item included dismantling and re-use of the existing wall material. While hand dismantling the wall, many flagstones were found to be too brittle to be salvaged. The cost includes replacement flagstone.	Proposed	\$ 3,075.00					
27	9/21/2012	CCDD MATERIALS ALLOWANCE	With the completion of all road excavation and all the underground utility construction, the Resident Engineer estimates a +/-90% of the CCDD allowance has been saved.	In process		\$ 20,000.00				
28	9/27/2012	YARD DRAIN	Installed yard drain in parkway at 618 N. Washington to improve driveway apron drainage at low point in the road.	Complete			\$ 439.12		2	
29		PCC RISER	Carriageway PCC stairs planned for demolition; but, not shown on re-construction by design engineer, Clark Dietz. Cost deducted from Clark Dietz's fee.	Complete			\$ 11,050.00	\$ 11,050.00		
30		FRAME & COVER, BRASS	Brass frame and cover for sanitary service clean-outs located in paver driveways for improved durability.	Complete	\$ 1,750.00					
31	10/16/2012	SODDING & TOPSOIL	From the measured quantities on Phase 1, the projected potential overage of sod and topsoil is 40% due to greater than anticipated work in parkway areas.	Proposed	\$ 30,000.00					
32	10/19/2012	REMOVAL/DISPOSAL OF UNSUITABLE SOIL	With completion of excavation on the project, the project saved 461 CY of this line item.	Complete				\$ 8,298.00		
33	10/19/2012	GRANULAR EMBANKMENT	With completion of excavation on this project, the project saved 920 tons of this line item.	Complete				\$ 14,748.80		
34	10/19/2012	GEOGRID FOR SUB-GRADE STABILIZING	With completion of excavation on this project, the project saved 2,266 SY of this line item.	Complete				\$ 7,363.85		
Subtotal					\$ 43,150.00	\$ 20,000.00	\$ 50,386.99	\$ 128,859.40		
Total							\$ 55,322.41	Reduction		

Construction Observation Budget  
Budget: \$ 200,000  
Benes Bid: \$ 194,406

Construction  
Construction Budget:  
John Neri Construction Bid:  
Construction Contingency:  
Contingency Balance Less Net Change Orders:

CO Contingency: \$ 5,594

Highlighted change order requests are included in the EPS packet for approval.

Total Project Contingency: \$ 105,908

## Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	07/17/12	WATER SERVICE LINE, 1-1/2"	710 McKinley water service location on site different from plan.	Complete			\$ 658.79		1	10/16/12
2	07/17/12	WATER SERVICE LINE, 1-1/2"	801 Cleveland water service location on site different from plan.	Complete			\$ 806.85		1	10/16/12
3	07/19/12	WATER SERVICE LINE, 1-1/2"	743 McKinley repaired broken water service. Location on site different from plan.	Complete			\$ 2,527.57		1	10/16/12
4	07/23/12	WATER SERVICE LINE, 1-1/2"	807 McKinley water service location on site different from plan.	Complete			\$ 988.19		1	10/16/12
5	07/26/12	PVC WATER MAIN, 6"	Water main break in the vicinity of 738 Woodlands	Complete			\$ 2,540.28		1	10/16/12
6	08/06/12	WATER SERVICE LINE, 1-1/2"	805 Taft repaired broken water service. Location on site different from plan.	Complete			\$ 2,154.21		1	10/16/12
7	08/07/12	SANITARY SERVICE & SANITARY SEWER REPAIR	801 Woodland repaired sanitary service at resident request. Repaired sanitary main at junction with service.	Complete			\$ 1,176.08		1	10/16/12
8	08/08/12	PVC WATER MAIN, 6"	Labor to locate water main in vicinity of FH 55. Water main locations different from plan.	Complete			\$ 1,447.08		2	
9	08/09/12	WATER SERVICE LINE, 1-1/2"	Labor to identify water service at 721 Taft. Location on site different from plan.	Complete			\$ 664.31		1	10/16/12
10	08/15/12	WATER SERVICE LINE, 1-1/2"	708 Woodlands: Repaired existing water service made from obsolete, brittle materials.	Complete			\$ 1,376.44		1	10/16/12
11	08/20/12	WATER SERVICE LINE, 1-1/2"	728 Cleveland excavation and backfill of abandoned water service. Abandoned b-box was not previously removed.	Complete			\$ 1,323.57		1	10/16/12
12	08/06/12	DIRECTIONAL BORE	Extend directional bore from 7th Street (East) to 7th Street (West) to save trees in the vicinity.	Complete			\$ 1,301.57		1	10/16/12
13	08/14/12	WATER SERVICE LINE, 1-1/2"	Upgrade water service size to match the existing 2-inch water services on three homes.	Complete			\$ 1,921.00		1	10/16/12
14	08/16/12	WATER SERVICE LINE, 1-1/2"	Location of existing water service different from plans, directional bore water service at 700 Taft to preserve trees	Complete			\$ 1,625.00		1	10/16/12
15	08/16/12	FIRE HYDRANT WITH AUX. VALVE & BOX	Relocations of fire hydrants to more efficiently provide fire protection to homes.	Complete			\$ 3,120.00		2	
16	08/28/12	TRENCH BACKFILL	Additional trench backfill necessary for storm sewer realignment to reduce impact to tree roots.	Complete			\$ 9,800.00		2	
17	08/30/12	MANHOLE, 4'-DIA.	Relocation of Rain Garden 13 to provide screening trees north of the rain garden.	Proposed			\$ 4,000.00		2	
18	08/31/12	STORM SEWER REM	After assessing field conditions, 516-feet of existing storm sewer did not need to be removed	Complete			\$ 1,745.00		2	
19	09/04/12	RELOCATE WATER MAIN	Relocate 8-inch water main under 7th & McKinley Lane underground detention.	Complete			\$ 13,416.00		2	
20	09/06/12	TEMPORARY EROSION CONTROL	Construct diversion channel as additional temporary erosion control at 810 Taft.	Complete			\$ 5,591.88		2	
21	09/06/12	WATER SERVICE LINE, 1-1/2"	550 Woodlands water service is connected to the water main in Phase I vs. connected to the Phase II watermain. Thus, water service transfer needs to be moved into Phase I.	Complete	\$ 4,700.00		\$ 664.28		2	
22	08/16/12	WATER SERVICE LINE, 1-1/2"	Move water service at 555 Woodland due to conflict with a parkway tree. 4-1" manifold and the solid copper pipe broke at the solder joints causing replacement of service.	Complete			\$ 1,684.76		2	
23	08/21/12	STORM SEWER, 12"	Proposed 12" storm sewer was installed, removed, and re-laid to avoid conflict with unknown 4" cast iron gas pipe not previously identified by JULIE	Complete			\$ 1,660.72		2	



## Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
24	09/07/12	FIRE HYDRANT WITH AUX. VALVE & BOX	Relocations of fire hydrants to more efficiently provide fire protection to homes.	Complete				\$ 4,900.00	2	
25	09/07/12	WATER MAIN CASING WITH SPACERS	Upon review of site conditions, water main casing with spacers is not required.	Complete				\$ 11,050.00	2	
26	09/11/12	MANHOLE, 4'-DIA.	Modify storm MH due to storm sewer conflict w/gas main	Complete			\$ 211.52		2	
27	09/17/12	WATER SERVICE LINE, 1-1/2"	Equipment to identifying and uncovering a previously unknown water service for 582 Dalewood.	Complete			\$ 949.17		2	
28	09/21/12	Rain Garden / Bio Swale	Revisions to BMP areas (revisions 1 through 4)	Complete				\$ 35,116.90	2	
29	09/24/12	Time & Materials	VOH marked the old water service at 707 E. Seventh St. Piratano excavated old service, backfilled, and worked with village to find the active service - a delay of +/- 4 crew hours.	Complete			\$ 1,880.97		2	
30	09/26/12	Time & Materials	Coring of manhole at Rain Garden #34 to add connections for adjacent inlet structures.	Complete			\$ 1,168.19		2	
31	09/26/12	POURIOUS GRANULAR EMBANKMENT & GEOTEXTILE FABRIC	Poor subgrade conditions caused more undercutting than previously indicated by soil borings.	In Process	\$ 50,000.00					
32	10/04/12	Rain Garden	A extremely large bolder was encountered during excavation of the underground storage at the rain garden at Seventh & McKinley. The underground storage could not be relocated or adjusted. A hydraulic hammer is required to break up the bolder. Total hours used were less than originally estimated.	Complete	\$4,620					
33	10/19/12	FRAME ADJUSTMENT	Delaying the surface course to Spring 2013 will require an additional frame adjustment. The lower cost alternative is to use 2-inch adjusting rings.	Proposed	\$3,000					
<b>Subtotal</b>					\$ 62,320.00	\$ -	\$ 43,187.43	\$ 74,282.90		
<b>Total</b>					\$ 31,224.53		Addition			

Construction Observation		Construction	
Budget: \$	131,130.00	Project Budget	
Bid: \$	223,376.00	PirTano Bid	
Change Order #1 \$	32,583.75	Construction Contingency	
Contingency: \$	(124,829.75)	Contingency balance Less Net Change Orders	

Total Project Contingency: \$ 373,945.72

Notes: 31 Pourious granular embankment (PGE) quantities are estimates using preliminary data from two blocks of construction. At this time, we have not exceeded the bid quantity of the PGE line item.

Highlighted change order requests are included in the EPS packet for approval.

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

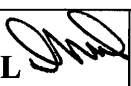

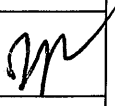
Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$10,200,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 8/20	\$680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$3,728,196
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing	Approved by DMMC 11/16/11 for FY 2017	\$311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing		\$203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing		\$293,442
DuPage Mayors & Managers	Surface Transportation Projects	Madison Resurfacing		\$317,765
Total				<u>\$24,190,021</u>

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

Source	Program	Purpose	Status	Amount
IDOT	Federal Highway Bridge Grant	Oak Street Bridge Phases II & III	Committed to by IDOT	\$4,895,000
IEPA	Illinois Green Infrastructure Grant	Woodlands Phase 1	To Be Submitted 12/14/12	\$750,000
Total				<u>\$5,645,000</u>

DATE: November 12, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> EPS Agenda		<b>DEPARTMENT</b> Community Development		
<b>ITEM</b> Approval and acceptance of a plat of dedication, utility improvements and indemnity and release agreement for the Hamptons of Hinsdale		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>The Village has been working with the applicant to assemble a plat of dedication, with the associated indemnity agreement for the dedication and acceptance of public improvements at the Hamptons of Hinsdale. The applicant has completed the required plat of dedication and the Village Attorney has reviewed the indemnity agreement for accuracy and provided the attached ordinance approving and accepting the plat of dedication, public improvements and indemnity and release agreement for approval.</p> <p>Should the Committee concur with approval and acceptance, the following motion would be appropriate:</p> <p><b>Motion: To Approve “an Ordinance Approving and Accepting a Plat of Dedication and Authorizing Acceptance of Other Improvements, Including Certain Water Main Improvements and an Indemnity and Release Agreement Related to Same – Hamptons of Hinsdale”.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF DEDICATION  
AND AUTHORIZING ACCEPTANCE OF OTHER IMPROVEMENTS,  
INCLUDING CERTAIN WATER MAIN IMPROVEMENTS AND AN  
INDEMNITY AND RELEASE AGREEMENT RELATED TO SAME –  
HAMPTONS OF HINSDALE**

**WHEREAS**, right-of-way commonly known as Kennedy Lane and Washington Street, running through the Hamptons of Hinsdale development (the “Development”), and depicted on the Plat of Dedication (“Plat of Dedication”) attached as **Exhibit 1** and made a part hereof, is proposed to be dedicated as public right-of-way by its current owner; and

**WHEREAS**, certain additional public improvements (“Additional Public Improvements”), as detailed in an Improvement Agreement entered into between Inland Opportunity Hinsdale Hamptons, LLC and the Village of Hinsdale, dated April 5, 2011 (“Improvement Agreement”), and incorporated herein by reference as **Exhibit 2**, are being accepted by the Village. Those Additional Public Improvements include watermain improvements running underneath the common areas of the Development. Certain of the watermain improvements (the “Watermain Improvements”) are being accepted contingent on the Village’s having received the executed Indemnity and Release Agreement from the Hamptons of Hinsdale Master Association (the “Indemnity and Release Agreement”), a copy of which is attached as **Exhibit 3** and made a part hereof, relative to those Watermain Improvements. The Watermain Improvements subject to the Indemnity and Release Agreement are depicted in Exhibit A to that same Agreement; and

**WHEREAS**, the Village President and Board of Trustees find and determine that approval and acceptance of the described Plat of Dedication and Additional Public Improvements, including the Watermain Improvements, is in the best interests of the Village.

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

**SECTION 1. Recitals Incorporated.** The above recitals are incorporated by reference into this Section 1.

**SECTION 2. Approval and Acceptance – Plat of Dedication.** The President and Board of Trustees approve of the Plat of Dedication attached as **Exhibit 1** and authorize and direct the Village President and Village Clerk, or their designees, to accept same by executing and delivering all instruments and documents necessary to approve and

accept the Plat of Dedication, including but not limited to the execution of this Ordinance and the original of the Plat of Dedication.

**SECTION 3. Acceptance – Additional Public Improvements, Including certain Watermain Improvements and related Indemnity and Release Agreement.** The Village hereby also accepts the Additional Public Improvements detailed in the Improvement Agreement attached hereto as **Exhibit 2**. Finally, the Village, having been provided with the executed Indemnity and Release Agreement from the Hamptons of Hinsdale Master Association, a copy of which is attached hereto as **Exhibit 3**, hereby accepts the Watermain Improvements depicted in Exhibit A to the Indemnity and Release Agreement, and directs the Village President and Village Clerk, or their designees, to execute and deliver all instruments and documents necessary to accept all Additional Public Improvements, including the Watermain Improvements.

**SECTION 4: Recording.** The Village shall cause a certified copy of this Ordinance, the Indemnity and Release Agreement and the fully executed original of the Plat of Dedication to be recorded.

**SECTION 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

**EXHIBIT 1**

**Plat of Dedication to the Village of Hinsdale  
(Attached)**







**EXHIBIT 2**

**Improvement Agreement between Inland Opportunity Hinsdale Hamptons,  
LLC and the Village of Hinsdale, dated April 5, 2011**

**(Incorporated by Reference – A Copy of the Agreement is available from the  
Office of the Village Clerk)**

**EXHIBIT 3**

**Indemnity and Release Agreement Executed by Hamptons of Hinsdale  
Master Association**

**(Attached)**

## **INDEMNITY AND RELEASE AGREEMENT**

HAMPTONS OF HINSDALE MASTER ASSOCIATION ("ASSOCIATION") is the representative of the owners of the common areas on Lot 11, under which runs a watermain, which is depicted in Exhibit A attached hereto and made a part hereof ("Watermain"). The purpose of this Agreement is to induce the VILLAGE OF HINSDALE ("VILLAGE") to accept the Watermain. In consideration for the VILLAGE's acceptance of the Watermain, the ASSOCIATION is indemnifying and releasing the VILLAGE as follows:

1. **Property Owner Subject to Indemnification.** For the purposes of this Agreement, the "Property" shall be defined as those portions of Lot 11 of the ASSOCIATION located within five (5) feet of either side of the Watermain that serves inter alia, the townhome units located on Lots 8 and 9 of the ASSOCIATION. A legal description of Lot 11, a portion of which is defined herein as the "Property", is attached hereto as Exhibit B and made a part hereof.
2. **Indemnification.** The ASSOCIATION hereby agrees to indemnify and hold harmless and defend the VILLAGE, and its former, current and future officials, agents, servants, employees and insurers and/or successors in interest of any kind (collectively, the "VILLAGE"), for and from any and all third party claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, reasonable attorneys' fees actually incurred, and liability for damages to persons or property of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the VILLAGE, by any person, arising out of, relating to, connected with, or in any way associated with any damage caused to the staircases, buildings, structures, fixtures, fencing or landscaping located within the Property or any adjoining private property, including without limitation, Lots 8 and 9, by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE. In the event that any such claim, action, cause of action or lawsuit is brought or filed against the VILLAGE, then the ASSOCIATION shall assume the defense of such action with counsel reasonably approved by the VILLAGE, all at the ASSOCIATION's expense. The obligations of this Agreement are for, and in consideration of, the VILLAGE'S acceptance of the Watermain, shall run with the land and be enforceable against the ASSOCIATION and its successors and assigns.
3. **Release and Discharge of Liability.** The ASSOCIATION hereby forever releases and discharges the VILLAGE from any and all civil claims, injuries, demands, liabilities, expenses or damages of whatever kind, nature or description whether known or unknown, suspected or unsuspected or hereafter discovered, whether in civil law or in equity, upon contract or tort, or under state or federal law or local laws, or under common law or otherwise which it may have had, now has, or hereafter may have, or claim to have, or assert against the VILLAGE as a result of any damage to the Property caused by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE, other than any civil claims, injuries, demands, liabilities, expenses and

damages arising out of the gross negligence or willful misconduct of any employee, agent or contractor of the VILLAGE.

4. **Restoration Duty.** In the event that any staircases, buildings, structures, fixtures, fencing or landscaping located within the Property, or any adjoining property, including without limitation Lots 8 and 9, is damaged by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE, the ASSOCIATION shall be solely responsible for remedying any such damage to the Property, or any adjoining property, including without limitation Lots 8 and 9, at its sole cost and expense.
5. **Enforcement of Agreement.** The VILLAGE shall have the right to enforce the terms and conditions of this Agreement through an action at law or equity, including, without limitation, the remedy of specific performance. The VILLAGE shall be entitled to recover its reasonable costs and attorneys' fees in any action to enforce the terms and conditions of this Agreement. The terms and conditions of this Agreement shall be binding on all successors and assigns of the ASSOCIATION.
6. **Term.** The obligations and benefits of this Agreement shall be a covenant running with the land and an interest coupled with a power.
7. **Insurance.** The ASSOCIATION agrees to obtain and maintain a general liability insurance policy, in an amount acceptable to the VILLAGE, naming the VILLAGE as an additional insured.
8. **Representation.** All parties acknowledge and represent that in reviewing this Agreement and the terms of this Agreement, they have carefully read this Agreement, they understand its contents and that they have executed it as their own free and voluntary act.

IN WITNESS WHEREOF, as evidence of the agreement of the ASSOCIATION to the terms and provisions of Agreement, the ASSOCIATION has, through its authorized representative, executed this Agreement on the date listed below.

HAMPTONS OF HINSDALE  
MASTER ASSOCIATION,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Guadalupe Griffin, President

Dated: \_\_\_\_\_

STATE OF ILLINOIS       )  
  ) ss:  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Guadalupe Griffin, PRESIDENT of HAMPTONS OF HINSDALE MASTER ASSOCIATION, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and deed, and the act and deed of the foregoing not-for-profit corporation, as authorized by the not-for-profit corporation's board of trustees/directors on \_\_\_\_\_, 2012, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

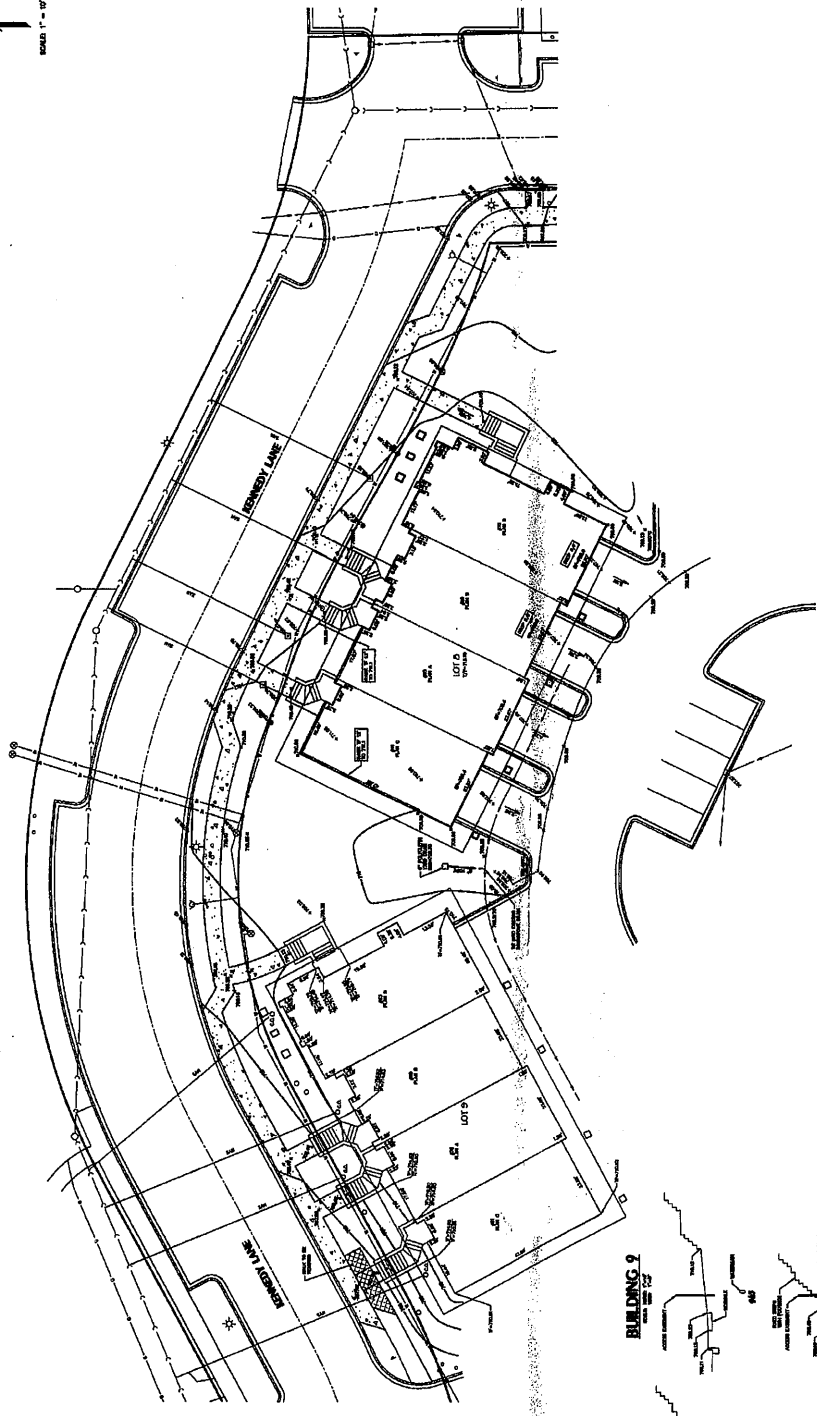
My commission expires: \_\_\_\_\_

**EXHIBIT A**

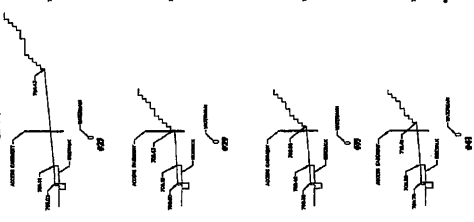
**Depiction of Watermain**

# EXHIBIT A

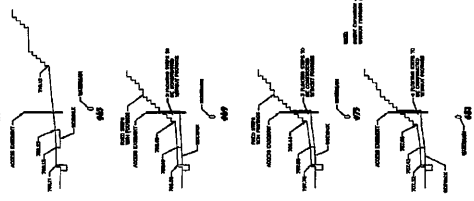
THIS PLAN IS A PRELIMINARY PLAN FOR THE PROPOSED DEVELOPMENT OF THE PROJECT. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



**BUILDING 8**  
100' x 100'



**BUILDING 9**  
100' x 100'



**REDAK CONSULTANTS, INC.**  
ARCHITECTS / ENGINEERS  
1000 10TH AVENUE, SUITE 1000  
DENVER, COLORADO 80202  
TEL: 303.733.1000  
FAX: 303.733.1001  
WWW.REDAKCONSULTANTS.COM

SHEET No. 1 of 1 JOB No. 0407

PROPOSED 1-2-05

**EXHIBIT B**

**Legal Description of Lot 11**



**EXHIBIT "B"**

LOT 11 IN HAMPTONS OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2006 AS DOCUMENT NUMBER R2006-187197 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NUMBERS R2007-154647; R2007-158380; CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER R2007-158381; AND CERTIFICATE OF CORRECTION RECORDED JULY 11, 2008 AS DOCUMENT NUMBER R2008-109130 IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS            )  
COUNTY OF DUPAGE         ) SS  
COUNTY OF COOK            )

**CLERK'S CERTIFICATE**

I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF  
DEDICATION AND AUTHORIZING ACCEPTANCE OF OTHER  
IMPROVEMENTS, INCLUDING CERTAIN WATER MAIN  
IMPROVEMENTS AND AN INDEMNITY AND RELEASE AGREEMENT  
RELATED TO SAME – HAMPTONS OF HINSDALE**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2012, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the \_\_\_\_ day of \_\_\_\_\_, 2012.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Village Clerk

[SEAL]

DATE: November 12, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>																				
<b>SECTION NUMBER</b> EPS Agenda		<b>DEPARTMENT</b> Community Development																				
<b>ITEM</b> Contract Change Order #1 <b>2012 Resurfacing Project</b> <b>Pirtano Construction Company, Inc.</b>		<b>APPROVAL</b> Dan Deeter Village Engineer																				
<p>Staff is recommending approval of the attached change order 1. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.</p> <p>The 2012 Resurfacing Project budget is listed below:</p> <table><thead><tr><th></th><th><u>2012/3 Budget</u></th><th><u>Costs</u></th></tr></thead><tbody><tr><td>• Construction Observation</td><td>\$ 100,000</td><td>\$ 66,863</td></tr><tr><td>• Construction</td><td><u>\$2,199,033</u></td><td><u>\$2,120,222</u></td></tr><tr><td>    ○ (with all anticipated change orders)</td><td></td><td></td></tr><tr><td>• Total</td><td>\$2,299,033</td><td>\$2,187,085</td></tr><tr><td>• Contingency</td><td></td><td>\$ 111,948</td></tr></tbody></table> <p><b>MOTION: To Approve a Resolution for the 2012 Resurfacing Project Contract Change Order Number 1 in the Amount of \$13,256.84 Reduction to Pirtano Construction Company, Inc.</b></p>						<u>2012/3 Budget</u>	<u>Costs</u>	• Construction Observation	\$ 100,000	\$ 66,863	• Construction	<u>\$2,199,033</u>	<u>\$2,120,222</u>	○ (with all anticipated change orders)			• Total	\$2,299,033	\$2,187,085	• Contingency		\$ 111,948
	<u>2012/3 Budget</u>	<u>Costs</u>																				
• Construction Observation	\$ 100,000	\$ 66,863																				
• Construction	<u>\$2,199,033</u>	<u>\$2,120,222</u>																				
○ (with all anticipated change orders)																						
• Total	\$2,299,033	\$2,187,085																				
• Contingency		\$ 111,948																				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 																		
<b>COMMITTEE ACTION:</b>																						
<b>BOARD ACTION:</b>																						

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

**A RESOLUTION APPROVING THE 2012 RESURFACING PROJECT  
CONTRACT CHANGE ORDER  
NUMBER 1 IN THE AMOUNT OF \$13,256.84 REDUCTION TO  
PIRTANO CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the Village of Hinsdale (the “Village”) and Pirtano Construction Company, Inc. (“Pirtano”) have entered into that certain Contract (the “Contract”) providing for the construction of the 2012 Resurfacing Project; and

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

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

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

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

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

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

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

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

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

Project: 2012 Resurfacing Project  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 1  
Contract No. - N/A  
Date: 11-12-2012  
Page 1 of 4

I. A. Description of Changes Involved:

- 1 Removal & replacement of combined sewer @ 2nd & Clay St
- 2 Removal & replacement of combined sewer @ Hinsdale & Clay St.
- 3 Removal & replacement of combined sewer @ 4th & Clay St.
- 4 Change in tree trunk protection quantity.
- 5 Change in tree root pruning quantity.
- 6 Salvaged existing curb and gutter on Fourth & Clay Streets.
- 7 Elimination of 10" sanitary sewer replacement on N. Monroe St.
- 8 Elimination of manhole replacement on N. Monroe St.
- 9 Elimination of sanitary service replacement on N. Monroe St.
- 10 Pavement patching on Quincy Street.
- 11 T&M to dig around utilities at Second and Clay Streets.
- 12 Repair water service line.
- 13 Repair water main leak in the vicinity of 338 Quincy.
- 14 Pressure connection added at N. Monroe and Hickory.
- 15 Relocate MCI cable at Fourth and Vine Streets.
- 16 Relocate water main connection at Clay and North Streets.
- 17 T&M to identify water service location at 408 Second St.
- 18 Repaired broken valve on existing water main.
- 19 Abandoned existing water main.
- 20 Repair sawcut trench on N. Monroe Street.
- 21 Repaired damaged sanitary service at 430 N. Clay Street.
- 22 Additional sidewalk replacement.
- 23 Add two detectable warning markers at S. Clay & Fourth Streets.
- 24 Connection of 118 W. Fourth Street water service to water main.
- 25 Addition of water main line stop valves at Fourth & Grant.
- 26 Unplanned replacement of non-standard frame and grate.
- 27 T&M to identify and avoid private utilities (Nicor, ComEd, etc.) that shifted into the path of the proposed Fourth St. WM.

Project: 2012 Resurfacing Project  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 1  
Contract No. - N/A  
Date: 11-12-2012  
Page 2 of 4

B. Reason for Change:

- 1 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 2 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 3 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 4 Tree trunk protection placed at direction of Village Forester.
- 5 Tree root pruning placed at direction of Village Forester.
- 6 Good soil conditions and contractor preservation efforts.
- 7 Sewer televising showed the existing sewer in good shape.
- 8 Sewer televising showed the existing sewer in good shape.
- 9 Sewer televising showed the existing sewer in good shape.
- 10 Unplanned water service repair.
- 11 Unknown utilities were unmarked and unidentified.
- 12 Service line location did not match village records.
- 13 Water leak uphill of construction was filling trench.
- 14 Water mains at intersection not according to village atlas.
- 15 Underground utility conflict.
- 16 Underground utility conflict.
- 17 Abandoned water service left on site.
- 18 Unscheduled repair to existing broken watermain.
- 19 Existing water main was not listed on Village records.
- 20 Sewer repairs were eliminated from contract when televising showed the sewer in good shape. (Change request # 7,8,9).
- 21 Damaged sanitary sewer was undermining N. Clay Street. To be reimbursed by owner.
- 22 Sidewalk & carriagewalk settlement identified in the on-site review.
- 23 Meet new ADA compliance regulations.
- 24 Mid-block resident's water service was connected to a Grant Street watermain contrary to Village records.
- 25 Existing valves cannot close to isolate connection points.
- 26 Frame and grate were unavoidably damaged in curb & gutter removal.
- 27 The shift of the existing utilities was not identified on the plans.

Project: 2012 Resurfacing Project  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 1  
Contract No. - N/A  
Date: 11-12-2012  
Page 3 of 4

C.	Revision in Contract Price:	Total Reduction: \$	13,256.84
1	Addition \$	21,030.00	
2	Addition \$	9,826.00	
3	Addition \$	11,100.00	
4	Addition \$	4,180.00	
5	Reduction \$	5,330.00	
6	Reduction \$	69,000.00	
7	Reduction \$	15,840.00	
8	Reduction \$	6,600.00	
9	Reduction \$	8,773.08	
10	Addition \$	2,685.80	
11	Reduction \$	1,934.40	
12	Reduction \$	1,016.03	
13	Addition \$	4,242.12	
14	Addition \$	2,921.24	
15	Reduction \$	1,874.42	
16	Addition \$	1,769.28	
17	Addition \$	927.43	
18	Addition \$	2,455.51	
19	Addition \$	1,620.33	
20	Addition \$	4,010.00	
21	Addition \$	13,783.00	
21	Reduction \$	13,783.00	
22	Addition \$	4,500.00	
23	Addition \$	656.00	
24	Addition \$	819.39	
25	Addition \$	11,963.00	
26	Addition \$	872.00	
27	Addition \$	1,883.29	



Project: 2012 Resurfacing Project  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 1  
Contract No. - N/A  
Date: 11-12-2012  
Page 4 of 4

II. Adjustments in Contract Price:

A.	Original Contract Price:	2,128,978.50
B.	Net (addition)(reduction) due to all previous Change Order No. <u>N/A</u>	
C.	Contract Price, not including this Change Order	\$ 2,128,978.50
D.	( <del>Addition</del> )(Reduction) to Contract Price due to this Change Order	<u>\$ (13,256.84)</u>
E.	Contract Price including this Change Order	<u><u>\$ 2,115,721.66</u></u>

Accepted:

Contractor: Pirtano Construction Company, Inc.

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Village of Hinsdale:


By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**DATE:** November 12, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> EPS Agenda		<b>ORIGINATING</b> <b>DEPARTMENT</b> Community Development																				
<b>ITEM</b> Contract Change Order #2 <b>2012 Reconstruction Project (N. Washington)</b> <b>John Neri Construction Company, Inc.</b>		<b>APPROVAL</b> Dan Deeter Village Engineer																				
<p>Staff is recommending approval of the attached change order 2. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager prior to being initiated. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.</p> <p>The 2012 Reconstruction Project budget is listed below:</p> <table><thead><tr><th></th><th>2012/3 Budget</th><th>Costs</th></tr></thead><tbody><tr><td>• Construction Observation</td><td>\$ 200,000</td><td>\$ 194,406</td></tr><tr><td>• Construction</td><td><u>\$4,292,517</u></td><td><u>\$4,192,203</u></td></tr><tr><td>    ○ (with all anticipated change orders)</td><td></td><td></td></tr><tr><td>• Total</td><td>\$4,492,517</td><td>\$4,386,609</td></tr><tr><td>• Contingency</td><td></td><td>\$ 105,908</td></tr></tbody></table> <p><b>MOTION: To Approve a Resolution for the 2012 Reconstruction Project Contract Change Order Number 2 in the Amount of \$62,020.94 Reduction to John Neri Construction Company, Inc.</b></p>						2012/3 Budget	Costs	• Construction Observation	\$ 200,000	\$ 194,406	• Construction	<u>\$4,292,517</u>	<u>\$4,192,203</u>	○ (with all anticipated change orders)			• Total	\$4,492,517	\$4,386,609	• Contingency		\$ 105,908
	2012/3 Budget	Costs																				
• Construction Observation	\$ 200,000	\$ 194,406																				
• Construction	<u>\$4,292,517</u>	<u>\$4,192,203</u>																				
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• Total	\$4,492,517	\$4,386,609																				
• Contingency		\$ 105,908																				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 																		
<b>COMMITTEE ACTION:</b>																						
<b>BOARD ACTION:</b>																						

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

**A RESOLUTION APPROVING THE 2012 RECONSTRUCTION PROJECT  
CONTRACT CHANGE ORDER  
NUMBER 2 IN THE AMOUNT OF \$62,020.94 REDUCTION TO  
JOHN NERI CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the Village of Hinsdale (the “Village”) and John Neri Construction Company, Inc. (“Neri”) have entered into that certain Contract (the “Contract”) providing for the construction of the 2012 Reconstruction Project; and

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

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

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

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

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

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

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

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

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

Project:	2012 Reconstruction Project	Change Order No. 2
Location:	N. Washington, N. Grant, Walnut, Lansing	Contract No. - N/A
Contractor:	John Neri Construction Company, Inc.	Date: 11-12-2012
		Page 1 of 3

- I. A. Description of Changes Involved:
- 8 Removal of abandoned water service at 126 N. Washington
  - 9 Existing main on the east side of Ayres needed to be cut & capped.
  - 10 Cap and plugged sanitary tee at 626 N. Washington.
  - 11 Avoided placement of 250-feet of PVC water main & 2 fire hydrants.
  - 12 T&M for work stopage at Center & Washington
  - 14 Reduction in anticipated quantity of tree protection fencing.
  - 15 Reduction in anticipated quantity of tree root pruning.
  - 16 Elimination of four inserta-valves.
  - 17 Addition of three water valves.
  - 18 Reduction in anticipated quantity of CCDD materials requirement.
  - 19 Repaired watermain break at 541 N. Grant.
  - 20 T&M to repair leaking corporate stop on existing water main.
  - 21 Repair water service line at 549 N. Grant.
  - 22 T&M to connect proposed water main to existing water main.
  - 28 Installed yard drain in parkway at 618 N. Washington.
- B. Reason for Change:
- 8 Abandoned water service was not previously removed.
  - 9 Existing water main could not be shutdown.
  - 10 Existing sanitary tee had been abandoned.
  - 11 Existing water main in excellent condtion.
  - 12 Old, broken water valve could not be shutdown.
  - 14 Fencing placed at Village Arborist's direction.
  - 15 Root pruning conducted at Village Arborist's direction.
  - 16 Field change to watermain layout.
  - 17 Field change to watermain layout at Lansing & Center.

Project: 2012 Reconstruction Project  
Location: N. Washington, N. Grant, Walnut, Lansing  
Contractor: John Neri Construction Company, Inc.

Change Order No. 2  
Contract No. - N/A  
Date: 11-12-2012  
Page 2 of 3

- 18 No special materials encountered during excavation in Stage 1.
- 19 VOH water division was on another watermain break.
- 20 Leaking watermain filling constructon trench at N. Grant & Center.
- 21 Water service line did not match village location.
- 22 Existing water main at N. Grant & Center wer not per atlas.
- 28 Improve apron drainage at low point on N. Washington.

C.	Revision in Contract Price:	Total Reduction: \$	62,020.94
8	Addition \$	839.44	
9	Addition \$	2,110.28	
10	Addition \$	1,185.48	
11	Reduction \$	19,000.00	
12	Addition \$	1,256.90	
14	Reduction \$	8,248.75	
15	Reduction \$	7,950.00	
16	Reduction \$	27,200.00	
17	Addition \$	12,450.00	
18	Reduction \$	25,000.00	
19	Addition \$	1,567.00	
20	Addition \$	640.36	
21	Addition \$	1,395.12	
22	Addition \$	3,494.11	
28	Addition \$	439.12	

Project: 2012 Reconstruction Project  
Location: N. Washington, N. Grant, Walnut, Lansing  
Contractor: John Neri Construction Company, Inc.

Change Order No. 2  
Contract No. - N/A  
Date: 11-12-2012  
Page 3 of 3

II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 4,247,524.75
B.	Net ( <del>addition</del> )(reduction) due to all previous Change Order No. <u>1</u>	\$ 13,609.18
C.	Contract Price, not including this Change Order	\$ 4,261,133.93
D.	( <del>Addition</del> )(Reduction) to Contract Price due to this Change Order	<u>\$ (62,020.94)</u>
E.	Contract Price including this Change Order	<u><u>\$ 4,199,112.99</u></u>

Accepted:  
Contractor: John Neri Construction Company, Inc.

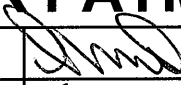


By: \_\_\_\_\_  
Signature of Authorized Representative Date

Village of Hinsdale:

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

<b>PROJECT NUMBER</b>	1512	<b>Budget</b>	4,250,000.00
<b>PROJECT NAME:</b>	2012 Reconstructon N. Washington	<b>Award Amt:</b>	<b>4,247,524.75</b>
<b>CONTRACTOR:</b>	John Neri Construction	<b>Chg Order 1:</b>	13,609.18
<b>IDOT PROJECT #:</b>		<b>Total Amount:</b>	<b>4,261,133.93</b>
<b>BILLING CODE:</b>	4505-7906	<b>Award Date:</b>	
	6200-7907		
	6200-7905		

Pay No.	Invoice Date	Services Through Date	Balance Due	Balance to Date	Remaining on Contract	Cumulative for Fiscal Year	% Complete	Neri Invoice Number
1	05/11/12	-	141,352.02	141,352.02	4,119,781.91	141,352.02	3%	1
2	05/25/12	-	520,049.25	661,401.27	3,599,732.66	661,401.27	16%	2
3	07/02/12	06/29/12	716,307.62	1,377,708.89	2,883,425.04	1,377,708.89	32%	3
4	07/31/12	07/27/12	657,372.71	2,035,081.60	2,226,052.33	2,035,081.60	48%	4
5	09/05/12	08/31/12	868,017.23	2,903,098.83	1,358,035.10	2,903,098.83	68%	5
6	10/01/12	09/28/12	329,973.28	3,233,072.11	1,028,061.82	3,233,072.11	76%	6
7	11/07/12	11/02/12	577,108.93	3,810,181.04	450,952.89	3,810,181.04	89%	7

APPROVAL FOR PAYMENT		
VILLAGE ENGINEER		11/07/12
DIRECTOR CD/PS		11-8-12
FINANCE DIRECTOR		11/8/12
VILLAGE MANAGER		





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

November 6, 2012

Mr. Al Diaz  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489

Re: 2012 Reconstruction Project (Washington & Grant Street)

Dear Al:

This letter is to confirm the amount listed in pay estimate #7 of \$577,108.93. This amount is based on work completed through November 2.

As shown in the pay estimate provided, the total value of work completed was \$3,984,307.70. With 5% retainage held and deducting the amount from pay estimate #1 (\$141,352.02), pay estimate #2 (\$520,049.25), pay estimate #3 (\$716,307.62), pay estimate #4 (\$657,372.71), pay estimate #5 (\$868,017.23), and pay estimate #6 (329,973.28) the balance due for the work is the total for pay estimate #7.

Should you have any questions, please call.

Very truly yours,

JAMES J. BENES AND ASSOCIATES, INC.

by: Brian Gilmore, P.E.  
Project Engineer

STATE OF ILLINOIS  
**ENGINEER'S PARTIAL PAYMENT ESTIMATE**

PAGE 1 OF 4  
 COUNTY DUPAGE / COOK  
 PROJECT WASHINGTON STREET  
 IMPROVEMENTS  
 MUNICIPALITY HINSDALE

ESTIMATE NO. 7 FROM: SEPTEMBER 29, 2012 TO: NOVEMBER 2, 2012  
 PAYABLE TO JOHN NERI CONSTRUCTION, INC.  
 ADDRESS 770 FACTORY ROAD, ADDISON, IL 60101

ITEMS	*AWARDED		ADDED	DEDUCTED	COMPLETED		
	QUANTITY	VALUES	QUANTITY	QUANTITY	QUANTITY	UNIT PRICE	VALUES
1 TREE PROTECTION FENCE	15000	\$ 37,500.00			11409.0	\$ 2.50	\$ 28,522.50
2 TREE ROOT PRUNING	180	\$ 13,500.00			74.0	\$ 75.00	\$ 5,550.00
3 EARTH EXCAVATION	6368	\$ 114,624.00			6368.0	\$ 18.00	\$ 114,624.00
4 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	625	\$ 11,250.00			164.0	\$ 18.00	\$ 2,952.00
5 TRENCH BACKFILL	11605	\$ 394,570.00			11036.5	\$ 34.00	\$ 375,241.00
6 GRANULAR EMBANKMENT, SPECIAL	1285	\$ 20,560.00			363.2	\$ 16.00	\$ 5,811.20
7 GEOGRID FOR SUBGRADE STABILIZATION	3500	\$ 11,375.00			1234.2	\$ 3.25	\$ 4,011.15
8 TOPSOIL EXCAVATION AND PLACEMENT	465	\$ 6,975.00				\$ 15.00	\$ -
9 TOPSOIL FURNISH AND PLACE, 6"	7650	\$ 38,250.00			10489.4	\$ 5.00	\$ 52,447.00
10 MULCH, METHOD 3	2	\$ 12,000.00				\$ 6,000.00	\$ -
11 SODDING	7650	\$ 45,900.00			10489.4	\$ 6.00	\$ 62,936.40
12 SUPPLEMENTAL WATERING	345	\$ 345.00				\$ 1.00	\$ -
13 TEMPORARY EROSION CONTROL SEEDING	160	\$ 320.00				\$ 2.00	\$ -
14 INLET FILTERS	175	\$ 26,250.00			143.0	\$ 150.00	\$ 21,450.00
15 AGGREGATE BASE COURSE, TYPE B, 3"	2350	\$ 7,050.00			2350.0	\$ 3.00	\$ 7,050.00
16 AGGREGATE BASE COURSE, TYPE B, 5"	935	\$ 4,207.50			932.9	\$ 4.50	\$ 4,198.05
17 AGGREGATE BASE COURSE, TYPE B, 6"	845	\$ 4,436.25			830.0	\$ 5.25	\$ 4,357.50
18 AGGREGATE BASE COURSE, TYPE B, 12" (SPECIAL)	18800	\$ 216,200.00			18791.6	\$ 11.50	\$ 216,103.40
19 AGGREGATE SURFACE COURSE, TYPE B	25	\$ 375.00				\$ 15.00	\$ -
20 AGGREGATE FOR TEMPORARY ACCESS	1400	\$ 14,000.00			1400.0	\$ 10.00	\$ 14,000.00
21 BITUMINOUS MATERIALS (PRIME COAT)	6200	\$ 1,550.00			2062.0	\$ 0.25	\$ 515.50
22 AGGREGATE (PRIME COAT)	40	\$ 1,000.00			40.0	\$ 25.00	\$ 1,000.00
23 LEVELING BINDER (MACHINE METHOD), N70	100	\$ 9,500.00				\$ 95.00	\$ -
24 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	240	\$ 2,040.00				\$ 8.50	\$ -
25 TEMPORARY RAMP	670	\$ 12,060.00			300.0	\$ 18.00	\$ 5,400.00
26 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	10	\$ 1,000.00				\$ 100.00	\$ -
27 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	3324	\$ 226,032.00			3151.6	\$ 68.00	\$ 214,308.80
28 HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	140	\$ 12,320.00			100.0	\$ 88.00	\$ 8,800.00
29 HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	2300	\$ 174,800.00			2280.5	\$ 76.00	\$ 173,318.00
30 PROTECTIVE COAT	3150	\$ 787.50			2000.0	\$ 0.25	\$ 500.00
31 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	875	\$ 36,750.00			893.3	\$ 42.00	\$ 37,518.60
32 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	60	\$ 3,300.00			47.7	\$ 55.00	\$ 2,623.50
33 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	21135	\$ 95,107.50			22578.4	\$ 4.50	\$ 101,602.80
34 DETECTABLE WARNINGS	730	\$ 21,170.00			708.0	\$ 29.00	\$ 20,532.00
35 PAVEMENT REMOVAL	18550	\$ 278,250.00			18541.6	\$ 15.00	\$ 278,124.00
36 HOT-MIX ASPHALT SURFACE REMOVAL, 2"	1350	\$ 5,400.00			1300.0	\$ 4.00	\$ 5,200.00
37 DRIVEWAY PAVEMENT REMOVAL	1550	\$ 15,500.00			1558.1	\$ 10.00	\$ 15,581.00
38 COMBINATION CURB AND GUTTER REMOVAL	11590	\$ 34,770.00			11654.0	\$ 3.00	\$ 34,962.00
39 SIDEWALK REMOVAL	20500	\$ 25,625.00			22430.7	\$ 1.25	\$ 28,038.38
40 CONCRETE COLLAR	5	\$ 1,500.00			1.0	\$ 300.00	\$ 300.00
SUBTOTAL		\$ 1,938,149.75					\$ 1,847,578.78

STATE OF ILLINOIS  
**ENGINEER'S PARTIAL PAYMENT ESTIMATE**

ESTIMATE NO. 7 FROM: SEPTEMBER 29, 2012 TO: NOVEMBER 2, 2012  
 PAYABLE TO JOHN NERI CONSTRUCTION, INC.  
 ADDRESS 770 FACTORY ROAD, ADDISON, IL 60101

PAGE 2 OF 4  
 COUNTY DUPAGE / COOK  
 PROJECT WASHINGTON STREET  
 IMPROVEMENTS  
 MUNICIPALITY HINSDALE

ITEMS	*AWARDED		ADDED	DEDUCTED	COMPLETED		
	QUANTITY	VALUES			QUANTITY	UNIT PRICE	VALUES
41	60	\$ 4,440.00			56.0	\$ 74.00	\$ 4,144.00
42	400	\$ 15,200.00			669.0	\$ 38.00	\$ 25,422.00
43	440	\$ 18,480.00			505.5	\$ 42.00	\$ 21,231.00
44	2150	\$ 81,700.00			2240.0	\$ 38.00	\$ 85,120.00
45	380	\$ 15,960.00			389.0	\$ 42.00	\$ 16,338.00
46	465	\$ 20,925.00			442.5	\$ 45.00	\$ 19,912.50
47	730	\$ 40,880.00			718.0	\$ 56.00	\$ 40,208.00
48	1380	\$ 99,360.00			1344.0	\$ 72.00	\$ 96,768.00
49	1.0	\$ 7,500.00			1.0	\$ 7,500.00	\$ 7,500.00
50	60	\$ 3,000.00			90.5	\$ 50.00	\$ 4,525.00
51	4250	\$ 204,000.00			4330.3	\$ 48.00	\$ 207,854.40
52	750	\$ 43,500.00			736.5	\$ 58.00	\$ 42,717.00
53	60	\$ 5,100.00			52.0	\$ 85.00	\$ 4,420.00
54	11	\$ 15,950.00			17.0	\$ 1,450.00	\$ 24,650.00
55	3	\$ 7,350.00			4.0	\$ 2,450.00	\$ 9,800.00
56	7	\$ 43,400.00			6.0	\$ 6,200.00	\$ 37,200.00
57	6	\$ 40,800.00			2.0	\$ 6,800.00	\$ 13,600.00
58	2	\$ 21,000.00			1.0	\$ 10,500.00	\$ 10,500.00
59	2900	\$ 81,200.00			2882.5	\$ 28.00	\$ 80,710.00
60	115	\$ 103,500.00			115.0	\$ 900.00	\$ 103,500.00
61	11	\$ 6,600.00			10.0	\$ 600.00	\$ 6,000.00
62	1	\$ 2,200.00			1.0	\$ 2,200.00	\$ 2,200.00
63	19	\$ 66,500.00			17.0	\$ 3,500.00	\$ 59,500.00
64	115	\$ 11,500.00			115.0	\$ 100.00	\$ 11,500.00
65	175	\$ 4,200.00			206.0	\$ 24.00	\$ 4,944.00
66	5	\$ 6,000.00			6.0	\$ 1,200.00	\$ 7,200.00
67	67	\$ 117,250.00			66.0	\$ 1,750.00	\$ 115,500.00
68	2	\$ 200.00			2.0	\$ 100.00	\$ 200.00
69	9	\$ 16,650.00			9.0	\$ 1,850.00	\$ 16,650.00
70	4	\$ 7,000.00			3.0	\$ 1,750.00	\$ 5,250.00
71	5	\$ 9,500.00			5.0	\$ 1,900.00	\$ 9,500.00
72	21	\$ 39,900.00			21.0	\$ 1,900.00	\$ 39,900.00
73	2	\$ 4,700.00			4.0	\$ 2,350.00	\$ 9,400.00
74	12	\$ 28,200.00			13.0	\$ 2,350.00	\$ 30,550.00
75	3	\$ 7,800.00			1.0	\$ 2,600.00	\$ 2,600.00
76	3	\$ 10,200.00			3.0	\$ 3,400.00	\$ 10,200.00
77	20	\$ 30,000.00			18.0	\$ 1,500.00	\$ 27,000.00
78	2	\$ 3,400.00			4.0	\$ 1,700.00	\$ 6,800.00
79	15	\$ 18,000.00			9.0	\$ 1,200.00	\$ 10,800.00
80	5	\$ 8,000.00			2.0	\$ 1,600.00	\$ 3,200.00
CARRIED FORWARD		\$ 1,938,149.75					\$ 1,847,578.78
SUBTOTAL		\$ 3,209,194.75					\$ 3,082,592.68

STATE OF ILLINOIS  
**ENGINEER'S PARTIAL PAYMENT ESTIMATE**

PAGE 3 OF 4  
 COUNTY DUPAGE / COOK  
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 PAYABLE TO JOHN NERI CONSTRUCTION, INC.  
 ADDRESS 770 FACTORY ROAD, ADDISON, IL 60101

ITEMS	*AWARDED		ADDED	DEDUCTED	COMPLETED		
	QUANTITY	VALUES	QUANTITY	QUANTITY	QUANTITY	UNIT PRICE	VALUES
81	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE (SPECIAL)	6 \$ 3,300.00			6.0	\$ 550.00	\$ 3,300.00
82	VALVE VAULTS TO BE ADJUSTED (SPECIAL)	7 \$ 3,850.00			3.0	\$ 550.00	\$ 1,650.00
83	VALVE VAULTS TO BE REMOVED	9 \$ 2,250.00			11.0	\$ 250.00	\$ 2,750.00
84	VALVE BOXES TO BE ADJUSTED	5 \$ 1,375.00			1.0	\$ 275.00	\$ 275.00
85	REMOVING MANHOLES	38 \$ 9,500.00			38.0	\$ 250.00	\$ 9,500.00
86	REMOVING CATCH BASINS	31 \$ 7,750.00			34.0	\$ 250.00	\$ 8,500.00
87	REMOVING INLETS	5 \$ 375.00			4.0	\$ 75.00	\$ 300.00
88	CONCRETE CURB TYPE B, (SPECIAL)	150 \$ 1,800.00			168.6	\$ 12.00	\$ 2,023.20
89	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12 (SPECIAL)	11640 \$ 162,960.00			12128.9	\$ 14.00	\$ 169,804.60
90	SPECIAL WASTE DISPOSAL	850 \$ 850.00				\$ 1.00	\$ -
91	MOBILIZATION	1 \$ 50,000.00			1.00	\$ 50,000.00	\$ 50,000.00
92	TRAFFIC CONTROL COMPLETE	1 \$ 38,500.00			0.90	\$ 38,500.00	\$ 34,650.00
93	SIGN PANEL - TYPE 1	175 \$ 2,800.00				\$ 16.00	\$ -
94	METAL POST - TYPE A	540 \$ 4,320.00				\$ 8.00	\$ -
95	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	1720 \$ 5,160.00			1200.0	\$ 3.00	\$ 3,600.00
96	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	280 \$ 1,680.00			200.0	\$ 6.00	\$ 1,200.00
97	PCC DECORATIVE CONCRETE DRIVEWAY, 6"	50 \$ 6,000.00				\$ 120.00	\$ -
98	PCC DECORATIVE CONCRETE SIDEWALK, 5"	0 \$ -				\$ 15.00	\$ -
99	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	1 \$ 6,000.00			1.0	\$ 6,000.00	\$ 6,000.00
100	EXPLORATORY EXCAVATION	40 \$ 3,000.00			11.0	\$ 75.00	\$ 825.00
101	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	2 \$ 10,800.00			4.0	\$ 5,400.00	\$ 21,600.00
102	MANHOLES, SANITARY	29 \$ 104,400.00			27.0	\$ 3,600.00	\$ 97,200.00
103	INLETS, 2'x3' BOX (SPECIAL)	37 \$ 66,600.00			38.0	\$ 1,800.00	\$ 68,400.00
104	VALVE BOXES TO BE REMOVED	8 \$ 800.00			8.0	\$ 100.00	\$ 800.00
105	CHANGEABLE MESSAGE SIGN	60 \$ 1,200.00			10.0	\$ 20.00	\$ 200.00
106	PRECAST MODULAR BLOCK WALL	50 \$ 2,500.00			141.6	\$ 50.00	\$ 7,080.00
107	REPAIR / REPLACE FLAGSTONE LANDSCAPE WALL	780 \$ 11,700.00			130.3	\$ 50.00	\$ 6,515.00
108	RELAY SANITARY SERVICE, 6" PVC	1630 \$ 105,950.00			1558.0	\$ 65.00	\$ 101,270.00
109	SANITARY LATERAL REPAIR, 6" PVC	350 \$ 14,000.00			221.9	\$ 40.00	\$ 8,876.00
110	BRICK PAVER REMOVAL, SALVAGE, AND REPLACEMENT	3300 \$ 31,350.00			4482.6	\$ 9.50	\$ 42,584.23
111	CIPP LINER FOR SANITARY SEWER MAIN 10"	0 \$ -				\$ 31.50	\$ -
112	CIPP LINER FOR SANITARY SEWER MAIN 12"	0 \$ -				\$ 45.00	\$ -
113	CIPP LINER FOR SANITARY SEWER MAIN 15"	0 \$ -				\$ 49.25	\$ -
114	SANITARY LATERAL ENCASEMENT	5 \$ 5,000.00				\$ 1,000.00	\$ -
115	WATER SERVICE REPAIR, 1" TO 1.5"	350 \$ 8,750.00			120.0	\$ 25.00	\$ 3,000.00
116	PRESSURE CONNECTION 12" X 8" (INCLUDES GATE VALVE)	1 \$ 3,800.00			1.0	\$ 3,800.00	\$ 3,800.00
117	REMOVING AND RESETTNG STREET SIGNS	45 \$ 5,400.00				\$ 120.00	\$ -
118	RELAY SANITARY SEWER PVC SDR 26, 8"	50 \$ 2,400.00			8.5	\$ 48.00	\$ 408.00
119	RELAY SANITARY SEWER PVC SDR 26, 10"	1610 \$ 109,480.00			1474.0	\$ 68.00	\$ 100,232.00
120	RELAY SANITARY SEWER PVC SDR 26, 12"	150 \$ 10,800.00			126.5	\$ 72.00	\$ 9,108.00
	CARRIED FORWARD	\$ 3,209,194.75					\$ 3,082,592.68
	SUBTOTAL	\$ 4,015,594.75					\$ 3,848,043.70

COUNTY	DUPAGE / COOK
PROJECT	WASHINGTON STREET IMPROVEMENTS
MUNICIPALITY	HINSDALE

MUNICIPALITY

MISCELLANEOUS EXTRAS AND CREDITS (DEDUCTIONS)		VALUES
Force Account #1		\$ 1,480.87
Force Account #2		\$ 1,956.50
Force Account #3		\$ 786.88
Force Account #4		\$ 1,435.40
Force Account #5		\$ 1,753.85
Force Account #6		\$ 6,195.68
Driveway Cleanout Frames (\$350 / EA) - 5 EA		\$ 1,750.00
PCC Riser (\$425 / EA) - 26 EA		\$ 11,050.00
TOTAL MISCELLANEOUS EXTRAS AND CREDITS		\$ 26,409.18
TOTAL VALUE OF COMPLETED WORK		\$ 4,010,716.88
DEDUCT RETAINAGE (5%)		\$ 200,535.84
BALANCE DUE ON COMPLETED WORK		\$ 3,810,181.04
MISCELLANEOUS DEBITS		VALUES
Pay Estimate #1		\$ 141,352.02
Pay Estimate #2		\$ 520,049.25
Pay Estimate #3		\$ 716,307.62
Pay Estimate #4		\$ 657,372.71
Pay Estimate #5		\$ 868,017.23
Pay Estimate #6		\$ 329,973.28
TOTAL OF DEBITS		\$ 3,233,072.11
NET AMOUNT DUE		\$ 577,108.93

TITLE

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APPROVED

DATE

TITLE



JOHN NERI CONSTRUCTION CO., INC.  
Sewer & Water Contractors  
770 Factory Road \*Addison, IL 60101  
Tel: 630 629-8384\* Fax: 630 629-7001  
www.johnnericonstruction.com

**JOB NAME:** Proposed Street Improvements-Washington St, Walnut St, Lansing St, & Grant St  
**Owner:** Village of Hinsdale  
**Pay Request #7**

No.	Description	Units	Estimated			Actual		
			Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
20101000	TREE PROTECTION FENCE	FOOT	15000	\$ 2.50	\$ 37,500.00	11409.00	\$ 2.50	\$ 28,522.50
20101200	TREE ROOT PRUNING	EACH	180	\$ 75.00	\$ 13,500.00	74.00	\$ 75.00	\$ 5,550.00
20200100	EARTH EXCAVATION	CU YD	7800	\$ 18.00	\$ 140,400.00	6368.00	\$ 18.00	\$ 114,624.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	625	\$ 18.00	\$ 11,250.00	164.00	\$ 18.00	\$ 2,952.00
20800150	TRENCH BACKFILL	CU YD	11605	\$ 34.00	\$ 394,570.00	11036.50	\$ 34.00	\$ 375,241.00
21000300	GRANULAR EMBANKMENT, SPECIAL	TON	1285	\$ 16.00	\$ 20,560.00	363.20	\$ 16.00	\$ 5,811.20
21001000	GEOGRID FOR SUBGRADE STABILIZATION	SQ YD	3500	\$ 3.25	\$ 11,375.00	1234.20	\$ 3.25	\$ 4,011.15
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	465	\$ 15.00	\$ 6,975.00		\$ 15.00	\$ -
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	7650	\$ 5.00	\$ 38,250.00	10489.40	\$ 5.00	\$ 52,447.00
25100125	MULCH, METHOD 3	ACRE	2	\$ 6,000.00	\$ 12,000.00		\$ 6,000.00	\$ -
25200100	SODDING	SQ YD	7650	\$ 6.00	\$ 45,900.00	10489.40	\$ 6.00	\$ 62,936.40
25200200	SUPPLEMENTAL WATERING	UNIT	345	\$ 1.00	\$ 345.00		\$ 1.00	\$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	160	\$ 2.00	\$ 320.00		\$ 2.00	\$ -
28000510	INLET FILTERS	EACH	175	\$ 150.00	\$ 26,250.00	143.00	\$ 150.00	\$ 21,450.00
35101598	AGGREGATE BASE COURSE, TYPE B 3"	SQ YD	2350	\$ 3.00	\$ 7,050.00	2350.00	\$ 3.00	\$ 7,050.00
35101700	AGGREGATE BASE COURSE, TYPE B 5"	SQ YD	935	\$ 4.50	\$ 4,207.50	932.90	\$ 4.50	\$ 4,198.05
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	845	\$ 5.25	\$ 4,436.25	830.00	\$ 5.25	\$ 4,357.50
35102400	AGGREGATE BASE COURSE, TYPE B 12" (SPECIAL)	SQ YD	18800	\$ 11.50	\$ 216,200.00	18791.60	\$ 11.50	\$ 216,103.40
40200800	AGGREGATE SURFACE COURSE, TYPE B	TON	25	\$ 15.00	\$ 375.00		\$ 15.00	\$ -
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	1400	\$ 10.00	\$ 14,000.00	1400.00	\$ 10.00	\$ 14,000.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	6200	\$ 0.25	\$ 1,550.00	2062.00	\$ 0.25	\$ 515.50
40600300	AGGREGATE (PRIME COAT)	TON	40	\$ 25.00	\$ 1,000.00	40.00	\$ 25.00	\$ 1,000.00
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	100	\$ 95.00	\$ 9,500.00		\$ 95.00	\$ -
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240	\$ 8.50	\$ 2,040.00		\$ 8.50	\$ -
40600990	TEMPORARY RAMP	SQ YD	670	\$ 18.00	\$ 12,060.00	300.00	\$ 18.00	\$ 5,400.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	10	\$ 100.00	\$ 1,000.00		\$ 100.00	\$ -
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	5500	\$ 68.00	\$ 374,000.00	3151.60	\$ 68.00	\$ 214,308.80
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	140	\$ 88.00	\$ 12,320.00	100.00	\$ 88.00	\$ 8,800.00
40603315	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	TON	2300	\$ 76.00	\$ 174,800.00	2280.50	\$ 76.00	\$ 173,318.00
42001300	PROTECTIVE COAT	SQ YD	3150	\$ 0.25	\$ 787.50	2000.00	\$ 0.25	\$ 500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	875	\$ 42.00	\$ 36,750.00	893.30	\$ 42.00	\$ 37,518.60
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	SQ YD	60	\$ 55.00	\$ 3,300.00	47.70	\$ 55.00	\$ 2,623.50
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	21135	\$ 4.50	\$ 95,107.50	22578.40	\$ 4.50	\$ 101,602.80
42400800	DETECTABLE WARNINGS	SQ FT	730	\$ 29.00	\$ 21,170.00	708.00	\$ 29.00	\$ 20,532.00
44000100	PAVEMENT REMOVAL	SQ YD	18550	\$ 15.00	\$ 278,250.00	18541.60	\$ 15.00	\$ 278,124.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1350	\$ 4.00	\$ 5,400.00	1300.00	\$ 4.00	\$ 5,200.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1550	\$ 10.00	\$ 15,500.00	1558.10	\$ 10.00	\$ 15,581.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	12550	\$ 3.00	\$ 37,650.00	11654.00	\$ 3.00	\$ 34,962.00
44000600	SIDEWALK REMOVAL	SQ FT	20500	\$ 1.25	\$ 25,625.00	22430.70	\$ 1.25	\$ 28,038.38
54248510	CONCRETE COLLAR	EACH	5	\$ 300.00	\$ 1,500.00	1.00	\$ 300.00	\$ 300.00
550A4100	STORM SEWERS, CLASS A, TYPE 1, EQUIVALENT ROUND SIZE, 24"	FOOT	60	\$ 74.00	\$ 4,440.00	56.00	\$ 74.00	\$ 4,144.00
550B0020	STORM SEWER SERVICE, CLASS B, TYPE 1, 6"	FOOT	400	\$ 38.00	\$ 15,200.00	669.00	\$ 38.00	\$ 25,422.00
550B0030	STORM SEWER SERVICE, CLASS B, TYPE 1, 8"	FOOT	440	\$ 42.00	\$ 18,480.00	505.50	\$ 42.00	\$ 21,231.00
550B2320	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 12"	FOOT	2150	\$ 38.00	\$ 81,700.00	2240.00	\$ 38.00	\$ 85,120.00
550B2330	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 15"	FOOT	380	\$ 42.00	\$ 15,960.00	389.00	\$ 42.00	\$ 16,338.00
550B2340	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 18"	FOOT	465	\$ 45.00	\$ 20,925.00	442.50	\$ 45.00	\$ 19,912.50
550B2360	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 24"	FOOT	730	\$ 56.00	\$ 40,880.00	718.00	\$ 56.00	\$ 40,208.00
550B2380	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 30"	FOOT	1380	\$ 72.00	\$ 99,360.00	1344.00	\$ 72.00	\$ 96,768.00
55100100	STORM SEWER REMOVAL/ABANDONMENT	L SUM	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00
56100600	PVC WATER MAIN 6"	FOOT	60	\$ 50.00	\$ 3,000.00	90.50	\$ 50.00	\$ 4,525.00
56100700	PVC WATER MAIN 8"	FOOT	4250	\$ 48.00	\$ 204,000.00	4330.30	\$ 48.00	\$ 207,854.40
56100900	PVC WATER MAIN 12"	FOOT	750	\$ 58.00	\$ 43,500.00	736.50	\$ 58.00	\$ 42,717.00
56101000	PVC WATER MAIN 16"	FOOT	60	\$ 85.00	\$ 5,100.00	52.00	\$ 85.00	\$ 4,420.00

56105000	WATER VALVES 8"	EACH	11	\$ 1,450.00	\$ 15,950.00	17.00	\$ 1,450.00	\$ 24,650.00
56105200	WATER VALVES 12"	EACH	3	\$ 2,450.00	\$ 7,350.00	4.00	\$ 2,450.00	\$ 9,800.00
56105500	INSERT VALVES 6"	EACH	7	\$ 6,200.00	\$ 43,400.00	6.00	\$ 6,200.00	\$ 37,200.00
56105600	INSERT VALVES 8"	EACH	6	\$ 6,800.00	\$ 40,800.00	2.00	\$ 6,800.00	\$ 13,600.00
56105701	INSERT VALVES 12"	EACH	2	\$ 10,500.00	\$ 21,000.00	1.00	\$ 10,500.00	\$ 10,500.00
56200500	WATER SERVICE LINE 1 1/2"	FOOT	2900	\$ 28.00	\$ 81,200.00	2882.50	\$ 28.00	\$ 80,710.00
56201600	CORPORATION STOPS 1 1/2"	EACH	115	\$ 900.00	\$ 103,500.00	115.00	\$ 900.00	\$ 103,500.00
56400500	FIRE HYDRANT TO BE REMOVED	EACH	11	\$ 600.00	\$ 6,600.00	10.00	\$ 600.00	\$ 6,000.00
56400800	FIRE HYDRANT AND VALVE TO BE MOVED	EACH	1	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ 2,200.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	19	\$ 3,500.00	\$ 66,500.00	17.00	\$ 3,500.00	\$ 59,500.00
56500800	DOMESTIC WATER SERVICE BOXES	EACH	115	\$ 100.00	\$ 11,500.00	115.00	\$ 100.00	\$ 11,500.00
60108100	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	175	\$ 24.00	\$ 4,200.00	206.00	\$ 24.00	\$ 4,944.00
60207115	CATCH BASINS, TYPE C, TYPE 3V FRAME AND GRATE	EACH	5	\$ 1,200.00	\$ 6,000.00	6.00	\$ 1,200.00	\$ 7,200.00
60207115	CATCH BASIN, 2'X3' BOX, (SPECIAL)	EACH	67	\$ 1,750.00	\$ 117,250.00	66.00	\$ 1,750.00	\$ 115,500.00
60208230	CATCH BASIN, TYPE C, TYPE 1 FRAME AND GRATE, OPEN	EACH	2	\$ 100.00	\$ 200.00	2.00	\$ 100.00	\$ 200.00
60213800	RD CATCH BASINS, 4' DIAMETER, 2'X3' BOX FRAME & GRATE (SPECIAL)	EACH	9	\$ 1,850.00	\$ 16,650.00	9.00	\$ 1,850.00	\$ 16,650.00
60214100	REST.DEPTH CATCH BASINS, 4' DIAMETER, TYPE 3V FRAME & GRATE	EACH	4	\$ 1,750.00	\$ 7,000.00	3.00	\$ 1,750.00	\$ 5,250.00
60218300	RESTRICTED DEPTH MANHOLES, 4' DIA, TYPE 1 FRAME, OPEN LID	EACH	5	\$ 1,900.00	\$ 9,500.00	5.00	\$ 1,900.00	\$ 9,500.00
60218400	RESTRICTED DEPTH MANHOLES, 4' DIA, TYPE 1 FRAME, CLOSED LID	EACH	21	\$ 1,900.00	\$ 39,900.00	21.00	\$ 1,900.00	\$ 39,900.00
60221000	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 2,350.00	\$ 4,700.00	4.00	\$ 2,350.00	\$ 9,400.00
60221100	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 1 FRAME, CLOSED LID	EACH	12	\$ 2,350.00	\$ 28,200.00	13.00	\$ 2,350.00	\$ 30,550.00
60222270	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 3V FRAME	EACH	3	\$ 2,600.00	\$ 7,800.00	1.00	\$ 2,600.00	\$ 2,600.00
60223800	RESTRICTED DEPTH MANHOLES, 6' DIA, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 3,400.00	\$ 10,200.00	3.00	\$ 3,400.00	\$ 10,200.00
60248700	VALVE VAULTS, TYPE A, 4' DIA TYPE 1 FRAME, CLOSED LID	EACH	20	\$ 1,500.00	\$ 30,000.00	18.00	\$ 1,500.00	\$ 27,000.00
60248900	VALVE VAULTS, TYPE A, 5' DIA TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 1,700.00	\$ 3,400.00	4.00	\$ 1,700.00	\$ 6,800.00
60255500	MANHOLES TO BE ADJUSTED (SPECIAL)	EACH	15	\$ 1,200.00	\$ 18,000.00	9.00	\$ 1,200.00	\$ 10,800.00
60257900	MANHOLES TO BE RECONSTRUCTED (SPECIAL)	EACH	5	\$ 1,600.00	\$ 8,000.00	2.00	\$ 1,600.00	\$ 3,200.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE (SPECIAL)	EACH	6	\$ 550.00	\$ 3,300.00	6.00	\$ 550.00	\$ 3,300.00
60265700	VALVE VAULTS TO BE ADJUSTED (SPECIAL)	EACH	7	\$ 550.00	\$ 3,850.00	3.00	\$ 550.00	\$ 1,650.00
60266500	VALVE VAULTS TO BE REMOVED	EACH	9	\$ 250.00	\$ 2,250.00	11.00	\$ 250.00	\$ 2,750.00
60266600	VALVE VAULTS TO BE ADJUSTED	EACH	5	\$ 275.00	\$ 1,375.00	1.00	\$ 275.00	\$ 275.00
60500040	REMOVING MANHOLES	EACH	38	\$ 250.00	\$ 9,500.00	38.00	\$ 250.00	\$ 9,500.00
60500050	REMOVING CATCH BASINS	EACH	31	\$ 250.00	\$ 7,750.00	34.00	\$ 250.00	\$ 8,500.00
60500060	REMOVING INLETS	EACH	5	\$ 75.00	\$ 375.00	4.00	\$ 75.00	\$ 300.00
60601005	CONCRETE CURB TYPE B (SPECIAL)	FOOT	150	\$ 12.00	\$ 1,800.00	168.60	\$ 12.00	\$ 2,023.20
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12 (SPECIAL)	FOOT	12600	\$ 14.00	\$ 176,400.00	12128.90	\$ 14.00	\$ 169,804.60
66900200	SPECIAL WASTE DISPOSAL	CU YD	850	\$ 1.00	\$ 850.00		\$ 1.00	\$ -
67100100	MOBILIZATION	L SUM	1	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00
70103700	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 38,500.00	\$ 38,500.00	0.90	\$ 38,500.00	\$ 34,650.00
72000100	SIGN PANEL - TYPE I	SQ FT	175	\$ 16.00	\$ 2,800.00		\$ 16.00	\$ -
72900100	METAL POST - TYPE A	FOOT	540	\$ 8.00	\$ 4,320.00		\$ 8.00	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1720	\$ 3.00	\$ 5,160.00	1200.00	\$ 3.00	\$ 3,600.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	280	\$ 6.00	\$ 1,680.00	200.00	\$ 6.00	\$ 1,200.00
LR430030	PCC DECORATIVE CONCRETE DRIVEWAY, 6"	SQ YD	50	\$ 120.00	\$ 6,000.00		\$ 120.00	\$ -
LR430040	PCC DECORATIVE CONCRETE SIDEWALK, 5"	SQ FT	1100	\$ 15.00	\$ 16,500.00		\$ 15.00	\$ -
X0325846	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	L SUM	1	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ 6,000.00
X2130010	EXPLORATORY EXCAVATION	HOUR	40	\$ 75.00	\$ 3,000.00	11.00	\$ 75.00	\$ 825.00
X6022312	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 5,400.00	\$ 10,800.00	4.00	\$ 5,400.00	\$ 21,600.00
X6022810	MANHOLES, SANITARY	EACH	29	\$ 3,600.00	\$ 104,400.00	27.00	\$ 3,600.00	\$ 97,200.00
X6024240	INLETS, 2'X3' BOX (SPECIAL)	EACH	37	\$ 1,800.00	\$ 66,600.00	38.00	\$ 1,800.00	\$ 68,400.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	8	\$ 100.00	\$ 800.00	8.00	\$ 100.00	\$ 800.00
X7015005	CHANGEABLE MESSAGE SIGN	CAL DA	60	\$ 20.00	\$ 1,200.00	10.00	\$ 20.00	\$ 200.00
XX000613	PRECAST MODULAR BLOCK WALL	SQ FT	50	\$ 50.00	\$ 2,500.00	141.60	\$ 50.00	\$ 7,080.00
XX000614	REPAIR/REPLACE FLAGSTONE LANDSCAPE WALL	SQ FT	780	\$ 15.00	\$ 11,700.00	130.30	\$ 50.00	\$ 6,515.00
XX003803	RELAY SANITARY SERVICE, 6" PVC	FOOT	1630	\$ 65.00	\$ 105,950.00	1558.00	\$ 65.00	\$ 101,270.00
XX004208	SANITARY LATERAL REPAIR, 6" PVC	FOOT	350	\$ 40.00	\$ 14,000.00	221.90	\$ 40.00	\$ 8,876.00
XX004774	BRICK PAVER REMOVAL, SALVAGE, AND REPLACEMENT	SQ FT	3300	\$ 9.50	\$ 31,350.00	4482.55	\$ 9.50	\$ 42,584.23
XX006892	CIPP LINER FOR SANITARY SEWER MAIN 10"	FOOT	1350	\$ 31.50	\$ 42,525.00		\$ 31.50	\$ -
XX006893	CIPP LINER FOR SANITARY SEWER MAIN 12"	FOOT	250	\$ 45.00	\$ 11,250.00		\$ 45.00	\$ -
XX006894	CIPP LINER FOR SANITARY SEWER MAIN 15"	FOOT	1480	\$ 49.25	\$ 72,890.00		\$ 49.25	\$ -
XX008406	SANITARY LATERAL ENCASEMENT	EACH	5	\$ 1,000.00	\$ 5,000.00		\$ 1,000.00	\$ -
XX008407	WATER SERVICE REPAIR, 1" TO 1.5"	FOOT	350	\$ 25.00	\$ 8,750.00	120.00	\$ 25.00	\$ 3,000.00



Z0045002	PRESSURE CONNECTION 12" X 8" (INCLUDES GATE VALVE)	EACH	1	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ 3,800.00
Z0051500	REMOVING AND RESETTING STREET SIGNS	EACH	45	\$ 120.00	\$ 5,400.00		\$ 120.00	\$ -
Z0056000	RELAY SANITARY SEWER PVC SDR 26, 8"	FOOT	50	\$ 48.00	\$ 2,400.00	8.50	\$ 48.00	\$ 408.00
Z0057000	RELAY SANITARY SEWER PVC SDR 26, 10"	FOOT	1610	\$ 68.00	\$ 109,480.00	1474.00	\$ 68.00	\$ 100,232.00
Z0057100	RELAY SANITARY SEWER PVC SDR 26, 12"	FOOT	150	\$ 72.00	\$ 10,800.00	126.50	\$ 72.00	\$ 9,108.00
Z0057200	RELAY SANITARY SEWER PVC SDR 26, 15"	FOOT	1500	\$ 88.00	\$ 132,000.00	1378.00	\$ 88.00	\$ 121,264.00
Z0058000	BREAK IN LATERAL REPAIR 6"	EACH	10	\$ 1,800.00	\$ 18,000.00		\$ 1,800.00	\$ -
Z0059000	SPOT REPAIR WATER MAIN, 4" TO 12"	EACH	10	\$ 500.00	\$ 5,000.00		\$ 500.00	\$ -
Z0088001	CCDD/LUST MATL'S ANALYSIS, MANAGEMENT & COMPLIANCE	L SUM	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00
Z0088002	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ -
				\$ -	\$ -		\$ -	\$ -
	FORCE ACCOUNT #1							\$ 1,480.87
	FORCE ACCOUNT #2							\$ 1,956.50
	FORCE ACCOUNT #3							\$ 786.88
	FORCE ACCOUNT #4							\$ 1,435.40
	FORCE ACCOUNT #5							\$ 1,753.85
	FORCE ACCOUNT #6							\$ 6,195.68
	Driveway Cleanout Frames (5 @350)							\$ 1,750.00
	PCC Rised (26@425)							\$ 11,050.00

**TOTAL** \$ 4,568,823.75 \$ 4,010,716.89  
**ADJUSTED CONTRACT AMOUNT:** \$ 4,247,524.75

Completed to Date							\$ 4,010,716.89
Less: 5% Retention							\$ 200,535.84
Balance							\$ 3,810,181.04
Less: Prev. Payments							\$ 3,233,072.11
TOTAL DUE TODAY							\$ 577,108.93

Sincerely,



Nicholas Neri, President  
John Neri Construction Co., Inc.

**John Neri Construction Co., Inc.**

Sewer and Water Contractors

770 Factory Road

Addison, Illinois 60101

Tel: (630) 629-8384 Fax: (630) 629-7001

**LETTER OF TRANSMITTAL**

DATE: 11/5/2012	JOB NO. 12004
Attn: Al Diaz	
RE: 2012 Construction	
Hinsdale, Illinois	

TO: Al Diaz  
Village of Hinsdale  
Hinsdale, IL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via \_\_\_\_\_ the following items:  
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications  
☐ Copy of letter ☐ Change order ☒ \_ other

COPIES	DATE	NO.	DESCRIPTION
2	11/05/12	7	Payout: Including Sworn statement, Invoice and Waiver
1	10/19/12	5	Supplier waivers from payout No. 6, including Avanti, ECS, HD Supply, Kieft Bros, Vulcan, DiNatale, Midwest Chlorinating, Haeger, TCP, Brothers, and V&R
1	10/19/12	6	Revised Sworn Statement from Payout No. 6. (Midwest Chlorinating was revised)
			Certified Payroll: Including JNC w/e 9/30, 10/7, 10/14, 10/21, 10/28, 11/4. Brothers Asphalt Paving w/e 10/21, 10/14, 10/7, 9/30, 9/23, 9/16, 9/9, 9/2, 8/26, 8/19 8/12. Nafisco w/e 9/14, 9/21, 9/28. Piper w/e 9/29, 9/1. DiNatale w/e 9/29, 10/6, 10/13,

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Return __executed certificate of insurance
<input type="checkbox"/> For your use	<input type="checkbox"/> Approval as noted	<input type="checkbox"/> Return __ executed permit bond
<input checked="" type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return __ repaired model
<input type="checkbox"/> For review and repair		
<input type="checkbox"/> FOR BIDS DUE _____ 20, _____	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

**REMARKS:**

Please see enclosed.

Thanks,

Nick Neri

John Neri Construction Co., Inc.

Signed \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATE 00660 - 17  
SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of: Illinois  
County of: DuPage

The affiant, Nicholas Neri being first duly sworn, on oath deposes and says  
that he/she is President of John Neri Construction Co., Inc.  
(Position)  
that has a contract with Village of Hinsdale, owner for the project known as  
Proposed Street Improvements - Washington St., Walnut St., Lansing St., & Grant St.. Hinsdale, IL  
(Kind of work)

on the following described premises in said county, to-wit: DuPage

That, for the purpose of said contract, the followign persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this is a full, true and complete statement of all such persons, and of the amount paid.

Name, Address and Telephone Number	Kind of Work	Amount of Contract	Retention Inc. Current	Net of Previous Payments	Net Amount this Payment	Balance to Become Due (Incl. Retention)
John Neri Const. Co., Inc. 770 Factory Road Addison, IL 60101 (630) 629-8384	General	\$ 1,559,621.85	\$ 170,161.69	\$ 1,287,349.71	\$ 109,393.62	\$ 162,878.52
Avanti Corp. P.O. Box 219 Glen Ellyn, IL 60138 (630) 495-1200	Trucking	\$ 450,000.00		\$ 381,659.94	\$ 10,608.00	\$ 57,732.06
Elmhurst Chicago Stone PO Box 57 Elmhurst, IL 60126 630-832-0140	stone/landfill	\$ 75,000.00		\$ 56,118.42	\$ 5,386.97	\$ 13,494.61
HD Supply Waterworks 220 South Westgate Drive Carol Stream, IL 60188-2243 6306651800	material	\$ 330,000.00		\$ 216,104.65	\$ 28,680.15	\$ 85,215.20
Kieft Brothers Dept CH 17487 Palatine, IL 60055 6308328090	material	\$ 260,000.00		\$ 214,896.53	\$ 29,417.80	\$ 15,685.67
Vulcan Materials 14999 Collections Drive Chicago, IL 60693 (630) 955-8500	stone/landfill	\$ 450,000.00		\$ 349,502.13	\$ 34,878.00	\$ 65,619.87
DiNatale Construction 1441 Bernard Ave Addison, IL 60101 (630) 629-4428	Misc. Concrete Items	\$ 301,034.50		\$ 195,860.20	\$ 3,253.35	\$ 101,920.95
Steve Piper & Sons 31W320 Ramm Drive Naperville, IL 60564 (630) 898-6050	Tree Protection	\$ 40,140.00		\$ 26,716.90	\$ -	\$ 13,423.10
Midwest Chlorinating 420 S. Western Ave Bartlett, IL 60103 (630) 539-7459	Chlorination/ Directional Boring/ Valve Insertions	\$ 82,901.00		\$ 35,399.90	\$ 16,601.25	\$ 30,899.85
Haeger Engineering 1304 N. Plum Grove Rd Schaumburg, IL 60173 (847) 394-6600	Layout	\$ 21,000.00		\$ 17,955.00	\$ 3,045.00	\$ -
Nafisco, Inc. 808 Forestwood Drive Romeoville, IL 60446 (815) 372-3300	Traffic Control & Protection	\$ 44,952.00		\$ 23,630.05	\$ 1,334.14	\$ 19,987.81

A.C. Pavement Striping Co. 695 Church Road Elgin, IL 60123 (847) 214-9500	Pavement Striping	\$ 5,010.40		\$ -	\$ -	\$ 5,010.40
V&R Landscaping 2000 W. Roosevelt Rd West Chicago, IL 60186 (630) 876-3310	Landscaping	\$ 67,865.00		\$ 10,000.00	\$ 17,360.00	\$ 40,505.00
Brothers Asphalt Paving 315 S. Stewart Avenue Addison, IL 60101 (630) 458-1762	HMA Paving	\$ 560,000.00		\$ 87,905.40	\$ 70,015.00	\$ 402,079.60
<b>Total</b>		\$ 4,247,524.75	\$ 170,161.69	\$ 2,903,098.83	\$ 329,973.28	\$ 1,014,452.64

**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**

General Contractor **John Neri Construction Co., Inc.**  
Payout Request **6**

Page **2 of 2**  
Statement Date **September 28, 2012**

Amount of Original contract	\$ 4,247,524.75	Work Completed To Date	\$ 3,403,233.81
Extras to Contract	\$ -	Less 5% Retained	\$ 170,161.69
Total Contract and Extras	\$ 4,247,524.75	Net Amount Earned	\$ 3,233,072.11
Credits To Contract	\$ -	Net Previously Paid	\$ 2,903,098.83
Adjusted Total contract	\$ 4,247,524.75	Net Amount of this Payment	\$ 329,973.28
		Balance To Become Due	\$ 1,014,452.64
		(Incl. Retention)	

It is understood that the total amount paid to date plus the amount requested in application shall not exceed 90% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed  
Title

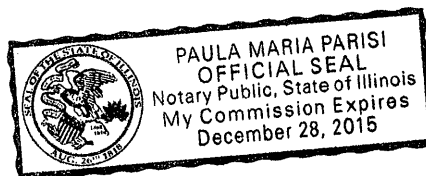
*Michael Neri*  
**President**

Subscribed and sworn to before me on the

**5<sup>TH</sup>** of **November** **2012**

*Paula Maria Parisi*

Notary Public





STATE OF ILLINOIS

COUNTY OF DuPage

**WAIVER OF LIEN TO DATE**

Gty #

Escrow #

**TO WHOM IT MAY CONCERN:**

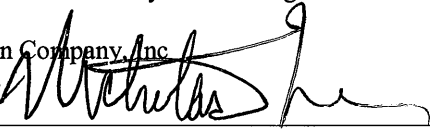
WHEREAS the undersigned has been employed by Village of Hinsdale to furnish labor, material and equipment for the premises known as Proposed Street Improvements-Washington St., Walnut St., Lansing St., & Grant St., Hinsdale, IL of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Five Hundred Seventy Seven Thousand One Hundred Eight 93/100 (\$577,108.93) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 11/5/2012 COMPANY NAME John Neri Construction Company, Inc

ADDRESS 770 Factory Road, Addison, IL

SIGNATURE AND TITLE



president

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DuPage

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Nicholas Neri BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) John Neri Construction Company, Inc WHO IS THE CONTRACTOR FURNISHING labor, material, and equipment WORK ON THE BUILDING LOCATED AT Proposed Street Improvements-Washington St., Walnut St., Lansing St., & Grant St., Hinsdale, IL OWNED BY Village of Hinsdale

That the total amount of the contract including extras\* is \$4,247,524.75 on which he or she has received payment of \$3,233,072.11 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

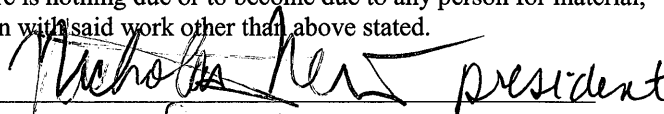
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
John Neri Construction Company, Inc	labor, material and equipment	\$4,247,524.75	\$3,233,072.11	\$577,108.93	\$437,343.71
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$4,247,524.75	\$3,233,072.11	\$577,108.93	\$437,343.71

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE

11/5/2012

SIGNATURE:



president

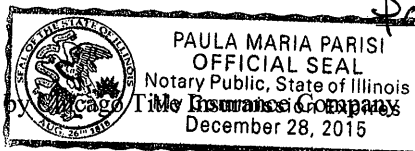
SUBSCRIBED AND SWORN TO BEFORE ME THIS

5TH

DAY OF

November 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



NOTARY PUBLIC

CERTIFICATE 00660 - 17  
SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of: Illinois  
County of: DuPage

The affiant, Nicholas Neri being first duly sworn, on oath deposes and says  
that he/she is President of John Neri Construction Co., Inc.  
(Position)

that has a contract with Village of Hinsdale, owner for the project known as

**Proposed Street Improvements - Washington St., Walnut St., Lansing St., & Grant St.. Hinsdale, IL**

(Kind of work)

on the following described premises in said county, to-wit: DuPage

That, for the purpose of said contract, the followign persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this is a full, true and complete statement of all such persons, and of the amount paid.

Name, Address and Telephone Number	Kind of Work	Amount of Contract	Retention Inc. Current	Net of Previous Payments	Net Amount this Payment	Balance to Become Due (Incl. Retention)
John Neri Const. Co., Inc. 770 Factory Road Addison, IL 60101 (630) 629-8384	General	\$ 1,544,497.25	\$ 200,535.84	\$ 1,396,743.33	\$ 174,828.61	\$ (27,074.69)
Avanti Corp. P.O. Box 219 Glen Ellyn, IL 60138 (630) 495-1200	Trucking	\$ 450,000.00		\$ 392,267.94	\$ 18,642.00	\$ 39,090.06
Elmhurst Chicago Stone PO Box 57 Elmhurst, IL 60126 630-832-0140	stone/landfill	\$ 75,000.00		\$ 61,505.39	\$ 742.41	\$ 12,752.20
HD Supply Waterworks 220 South Westgate Drive Carol Stream, IL 60188-2243 6306651800	material	\$ 330,000.00		\$ 244,784.80	\$ 4,870.05	\$ 80,345.15
Kieft Brothers Dept CH 17487 Palatine, IL 60055 6308328090	material	\$ 260,000.00		\$ 244,314.33	\$ 9,727.50	\$ 5,958.17
Vulcan Materials 14999 Collections Drive Chicago, IL 60693 (630) 955-8500	stone/landfill	\$ 450,000.00		\$ 384,380.13	\$ 28,643.41	\$ 36,976.46
DiNatale Construction 1441 Bernard Ave Addison, IL 60101 (630) 629-4428	Misc. Concrete Items	\$ 301,034.50		\$ 199,113.55	\$ 68,764.35	\$ 33,156.60
Steve Piper & Sons 31W320 Ramm Drive Naperville, IL 60564 (630) 898-6050	Tree Protection	\$ 40,140.00		\$ 26,716.90	\$ -	\$ 13,423.10
Midwest Chlorinating 420 S. Western Ave Bartlett, IL 60103 (630) 539-7459	Chlorination/ Directional Boring/ Valve Insertions	\$ 82,901.00		\$ 52,001.15	\$ -	\$ 30,899.85
Haeger Engineering 1304 N. Plum Grove Rd Schaumburg, IL 60173 (847) 394-6600	Layout	\$ 21,000.00		\$ 21,000.00	\$ -	\$ -
Nafisco, Inc. 808 Forestwood Drive Romeoville, IL 60446 (815) 372-3300	Traffic Control & Protection	\$ 44,952.00		\$ 24,964.19	\$ -	\$ 19,987.81
A.C. Pavement Striping Co. 695 Church Road Elgin, IL 60123 (847) 214-9500	Pavement Striping	\$ 8,000.00		\$ -	\$ 7,501.20	\$ 498.80
V&R Landscaping 2000 W. Roosevelt Rd West Chicago, IL 60186 (630) 876-3310	Landscaping	\$ 80,000.00		\$ 27,360.00	\$ 52,359.44	\$ 280.56

Brothers Asphalt Paving 315 S. Stewart Avenue Addison, IL 60101 (630) 458-1762	HMA Paving	\$ 560,000.00		\$ 157,920.40	\$ 211,029.96	\$ 191,049.64
Total		\$ 4,247,524.75	\$ 200,535.84	\$ 3,233,072.11	\$ 577,108.93	\$ 437,343.71

**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**

General Contractor **John Neri Construction Co., Inc.**  
Payout Request 7

Page **2 of 2**  
Statement Date **November 5, 2012**

Amount of Original contract	\$ 4,247,524.75	Work Completed To Date	\$ 4,010,716.88
Extras to Contract	\$ -	Less 5% Retained	\$ 200,535.84
Total Contract and Extras	\$ 4,247,524.75	Net Amount Earned	\$ 3,810,181.03
Credits To Contract	\$ -	Net Previously Paid	\$ 2,903,098.83
Adjusted Total contract	\$ 4,247,524.75	Net Amount of this Payment	\$ 577,108.93
		Balance To Become Due	\$ 437,343.71
		(Incl. Retention)	

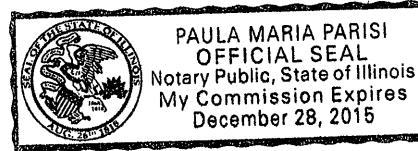
It is understood that the total amount paid to date plus the amount requested in application shall not exceed 90% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed *[Signature]*  
Title **President**

Subscribed and sworn to before me on the 5<sup>TH</sup> of November 2012

*[Signature: Paula Maria Parisi]*  
Notary Public





STATE OF ILLINOIS

COUNTY OF DuPage

**WAIVER OF LIEN TO DATE**

Qty #

Escrow #

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by Village of Hinsdale to furnish labor, material and equipment for the premises known as Proposed Street Improvements-Washington St., Walnut St., Lansing St., & Grant St., Hinsdale, IL of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Five Hundred Seventy Seven Thousand One Hundred Eight 93/100 (\$577,108.93) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 11/5/2012 COMPANY NAME John Neri Construction Company, Inc

ADDRESS 770 Factory Road, Addison, IL

**SIGNATURE AND TITLE**

President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DuPage

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Nicholas Neri BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) John Neri Construction Company, Inc WHO IS THE CONTRACTOR FURNISHING labor, material, and equipment WORK ON THE BUILDING LOCATED AT Proposed Street Improvements-Washington St., Walnut St., Lansing St., & Grant St., Hinsdale, IL OWNED BY Village of Hinsdale

That the total amount of the contract including extras\* is \$4,247,524.75 on which he or she has received payment of \$3,233,072.11 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
John Neri Construction Company, Inc	labor, material and equipment	\$4,247,524.75	\$3,233,072.11	\$577,108.93	\$437,343.71
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$4,247,524.75	\$3,233,072.11	\$577,108.93	\$437,343.71

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE

11/5/2012

SIGNATURE:

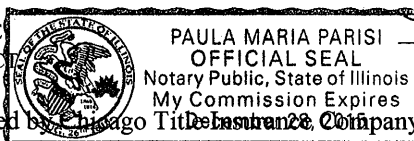
SUBSCRIBED AND SWORN TO BEFORE ME THIS

5<sup>TH</sup>

DAY OF

November 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



NOTARY PUBLIC





JOHN NERI CONSTRUCTION CO., INC.  
Sewer & Water Contractors  
770 Factory Road \*Addison, IL 60101  
Tel: 630 629-8384\* Fax: 630 629-7001  
www.johnnericonstruction.com

**JOB NAME:** Proposed Street Improvements-Washington St, Walnut St, Lansing St, & Grant St

**Owner:** Village of Hinsdale

**Pay Request #7**

No.	Description	Units	Estimated			Actual		
			Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
20101000	TREE PROTECTION FENCE	FOOT	15000	\$ 2.50	\$ 37,500.00	11409.00	\$ 2.50	\$ 28,522.50
20101200	TREE ROOT PRUNING	EACH	180	\$ 75.00	\$ 13,500.00	74.00	\$ 75.00	\$ 5,550.00
20200100	EARTH EXCAVATION	CU YD	7800	\$ 18.00	\$ 140,400.00	6368.00	\$ 18.00	\$ 114,624.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	625	\$ 18.00	\$ 11,250.00	164.00	\$ 18.00	\$ 2,952.00
20800150	TRENCH BACKFILL	CU YD	11605	\$ 34.00	\$ 394,570.00	11036.50	\$ 34.00	\$ 375,241.00
21000300	GRANULAR EMBANKMENT, SPECIAL	TON	1285	\$ 16.00	\$ 20,560.00	363.20	\$ 16.00	\$ 5,811.20
21001000	GEOGRID FOR SUBGRADE STABILIZATION	SQ YD	3500	\$ 3.25	\$ 11,375.00	1234.20	\$ 3.25	\$ 4,011.15
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	465	\$ 15.00	\$ 6,975.00		\$ 15.00	\$ -
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	7650	\$ 5.00	\$ 38,250.00	10489.40	\$ 5.00	\$ 52,447.00
25100125	MULCH, METHOD 3	ACRE	2	\$ 6,000.00	\$ 12,000.00		\$ 6,000.00	\$ -
25200100	SODDING	SQ YD	7650	\$ 6.00	\$ 45,900.00	10489.40	\$ 6.00	\$ 62,936.40
25200200	SUPPLEMENTAL WATERING	UNIT	345	\$ 1.00	\$ 345.00		\$ 1.00	\$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	160	\$ 2.00	\$ 320.00		\$ 2.00	\$ -
28000510	INLET FILTERS	EACH	175	\$ 150.00	\$ 26,250.00	143.00	\$ 150.00	\$ 21,450.00
35101598	AGGREGATE BASE COURSE, TYPE B 3"	SQ YD	2350	\$ 3.00	\$ 7,050.00	2350.00	\$ 3.00	\$ 7,050.00
35101700	AGGREGATE BASE COURSE, TYPE B 5"	SQ YD	935	\$ 4.50	\$ 4,207.50	932.90	\$ 4.50	\$ 4,198.05
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	845	\$ 5.25	\$ 4,436.25	830.00	\$ 5.25	\$ 4,357.50
35102400	AGGREGATE BASE COURSE, TYPE B 12" (SPECIAL)	SQ YD	18800	\$ 11.50	\$ 216,200.00	18791.60	\$ 11.50	\$ 216,103.40
40200800	AGGREGATE SURFACE COURSE, TYPE B	TON	25	\$ 15.00	\$ 375.00		\$ 15.00	\$ -
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	1400	\$ 10.00	\$ 14,000.00	1400.00	\$ 10.00	\$ 14,000.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	6200	\$ 0.25	\$ 1,550.00	2062.00	\$ 0.25	\$ 515.50
40600300	AGGREGATE (PRIME COAT)	TON	40	\$ 25.00	\$ 1,000.00	40.00	\$ 25.00	\$ 1,000.00
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	100	\$ 95.00	\$ 9,500.00		\$ 95.00	\$ -
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240	\$ 8.50	\$ 2,040.00		\$ 8.50	\$ -
40600990	TEMPORARY RAMP	SQ YD	670	\$ 18.00	\$ 12,060.00	300.00	\$ 18.00	\$ 5,400.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	10	\$ 100.00	\$ 1,000.00		\$ 100.00	\$ -
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	5500	\$ 68.00	\$ 374,000.00	3151.60	\$ 68.00	\$ 214,308.80
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	140	\$ 88.00	\$ 12,320.00	100.00	\$ 88.00	\$ 8,800.00
40603315	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	TON	2300	\$ 76.00	\$ 174,800.00	2280.50	\$ 76.00	\$ 173,318.00
42001300	PROTECTIVE COAT	SQ YD	3150	\$ 0.25	\$ 787.50	2000.00	\$ 0.25	\$ 500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	875	\$ 42.00	\$ 36,750.00	893.30	\$ 42.00	\$ 37,518.60
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	SQ YD	60	\$ 55.00	\$ 3,300.00	47.70	\$ 55.00	\$ 2,623.50
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	21135	\$ 4.50	\$ 95,107.50	22578.40	\$ 4.50	\$ 101,602.80
42400800	DETECTABLE WARNINGS	SQ FT	730	\$ 29.00	\$ 21,170.00	708.00	\$ 29.00	\$ 20,532.00
44000100	PAVEMENT REMOVAL	SQ YD	18550	\$ 15.00	\$ 278,250.00	18541.60	\$ 15.00	\$ 278,124.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1350	\$ 4.00	\$ 5,400.00	1300.00	\$ 4.00	\$ 5,200.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1550	\$ 10.00	\$ 15,500.00	1558.10	\$ 10.00	\$ 15,581.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	12550	\$ 3.00	\$ 37,650.00	11654.00	\$ 3.00	\$ 34,962.00
44000600	SIDEWALK REMOVAL	SQ FT	20500	\$ 1.25	\$ 25,625.00	22430.70	\$ 1.25	\$ 28,038.38
54248510	CONCRETE COLLAR	EACH	5	\$ 300.00	\$ 1,500.00	1.00	\$ 300.00	\$ 300.00
550A4100	STORM SEWERS, CLASS A, TYPE 1, EQUIVALENT ROUND SIZE, 24"	FOOT	60	\$ 74.00	\$ 4,440.00	56.00	\$ 74.00	\$ 4,144.00
550B0020	STORM SEWER SERVICE, CLASS B, TYPE 1, 6"	FOOT	400	\$ 38.00	\$ 15,200.00	669.00	\$ 38.00	\$ 25,422.00
550B0030	STORM SEWER SERVICE, CLASS B, TYPE 1, 8"	FOOT	440	\$ 42.00	\$ 18,480.00	505.50	\$ 42.00	\$ 21,231.00
550B2320	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 12"	FOOT	2150	\$ 38.00	\$ 81,700.00	2240.00	\$ 38.00	\$ 85,120.00
550B2330	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 15"	FOOT	380	\$ 42.00	\$ 15,960.00	389.00	\$ 42.00	\$ 16,338.00
550B2340	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 18"	FOOT	465	\$ 45.00	\$ 20,925.00	442.50	\$ 45.00	\$ 19,912.50
550B2360	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 24"	FOOT	730	\$ 56.00	\$ 40,880.00	718.00	\$ 56.00	\$ 40,208.00
550B2380	STORM SEWERS, RUBBER GASKET, CLASS B, ALL TYPES, 30"	FOOT	1380	\$ 72.00	\$ 99,360.00	1344.00	\$ 72.00	\$ 96,768.00
55100100	STORM SEWER REMOVAL/ABANDONMENT	L SUM	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ 7,500.00
56100600	PVC WATER MAIN 6"	FOOT	60	\$ 50.00	\$ 3,000.00	90.50	\$ 50.00	\$ 4,525.00
56100700	PVC WATER MAIN 8"	FOOT	4250	\$ 48.00	\$ 204,000.00	4330.30	\$ 48.00	\$ 207,854.40
56100900	PVC WATER MAIN 12"	FOOT	750	\$ 58.00	\$ 43,500.00	736.50	\$ 58.00	\$ 42,717.00
56101000	PVC WATER MAIN 16"	FOOT	60	\$ 85.00	\$ 5,100.00	52.00	\$ 85.00	\$ 4,420.00

56105000	WATER VALVES 8"	EACH	11	\$ 1,450.00	\$ 15,950.00	17.00	\$ 1,450.00	\$ 24,650.00
56105200	WATER VALVES 12"	EACH	3	\$ 2,450.00	\$ 7,350.00	4.00	\$ 2,450.00	\$ 9,800.00
56105500	INSERT VALVES 6"	EACH	7	\$ 6,200.00	\$ 43,400.00	6.00	\$ 6,200.00	\$ 37,200.00
56105600	INSERT VALVES 8"	EACH	6	\$ 6,800.00	\$ 40,800.00	2.00	\$ 6,800.00	\$ 13,600.00
56105701	INSERT VALVES 12"	EACH	2	\$ 10,500.00	\$ 21,000.00	1.00	\$ 10,500.00	\$ 10,500.00
56200500	WATER SERVICE LINE 1 1/2"	FOOT	2900	\$ 28.00	\$ 81,200.00	2882.50	\$ 28.00	\$ 80,710.00
56201600	CORPORATION STOPS 1 1/2"	EACH	115	\$ 900.00	\$ 103,500.00	115.00	\$ 900.00	\$ 103,500.00
56400500	FIRE HYDRANT TO BE REMOVED	EACH	11	\$ 600.00	\$ 6,600.00	10.00	\$ 600.00	\$ 6,000.00
56400800	FIRE HYDRANT AND VALVE TO BE MOVED	EACH	1	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	\$ 2,200.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	19	\$ 3,500.00	\$ 66,500.00	17.00	\$ 3,500.00	\$ 59,500.00
56500800	DOMESTIC WATER SERVICE BOXES	EACH	115	\$ 100.00	\$ 11,500.00	115.00	\$ 100.00	\$ 11,500.00
60108100	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	175	\$ 24.00	\$ 4,200.00	206.00	\$ 24.00	\$ 4,944.00
60207115	CATCH BASINS, TYPE C, TYPE 3V FRAME AND GRATE	EACH	5	\$ 1,200.00	\$ 6,000.00	6.00	\$ 1,200.00	\$ 7,200.00
60207115	CATCH BASIN, 2'X3' BOX, (SPECIAL)	EACH	67	\$ 1,750.00	\$ 117,250.00	66.00	\$ 1,750.00	\$ 115,500.00
60208230	CATCH BASIN, TYPE C, TYPE 1 FRAME AND GRATE, OPEN	EACH	2	\$ 100.00	\$ 200.00	2.00	\$ 100.00	\$ 200.00
60213800	RD CATCH BASINS, 4' DIAMETER, 2'X3' BOX FRAME & GRATE (SPECIAL)	EACH	9	\$ 1,850.00	\$ 16,650.00	9.00	\$ 1,850.00	\$ 16,650.00
60214100	REST.DEPTH CATCH BASINS, 4' DIAMETER, TYPE 3V FRAME & GRATE	EACH	4	\$ 1,750.00	\$ 7,000.00	3.00	\$ 1,750.00	\$ 5,250.00
60218300	RESTRICTED DEPTH MANHOLES, 4' DIA, TYPE 1 FRAME, OPEN LID	EACH	5	\$ 1,900.00	\$ 9,500.00	5.00	\$ 1,900.00	\$ 9,500.00
60218400	RESTRICTED DEPTH MANHOLES, 4' DIA, TYPE 1 FRAME, CLOSED LID	EACH	21	\$ 1,900.00	\$ 39,900.00	21.00	\$ 1,900.00	\$ 39,900.00
60221000	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 2,350.00	\$ 4,700.00	4.00	\$ 2,350.00	\$ 9,400.00
60221100	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 1 FRAME, CLOSED LID	EACH	12	\$ 2,350.00	\$ 28,200.00	13.00	\$ 2,350.00	\$ 30,550.00
60222270	RESTRICTED DEPTH MANHOLES, 5' DIA, TYPE 3V FRAME	EACH	3	\$ 2,600.00	\$ 7,800.00	1.00	\$ 2,600.00	\$ 2,600.00
60223800	RESTRICTED DEPTH MANHOLES, 6' DIA, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 3,400.00	\$ 10,200.00	3.00	\$ 3,400.00	\$ 10,200.00
60248700	VALVE VAULTS, TYPE A, 4' DIA TYPE 1 FRAME, CLOSED LID	EACH	20	\$ 1,500.00	\$ 30,000.00	18.00	\$ 1,500.00	\$ 27,000.00
60248900	VALVE VAULTS, TYPE A, 5' DIA TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 1,700.00	\$ 3,400.00	4.00	\$ 1,700.00	\$ 6,800.00
60255500	MANHOLES TO BE ADJUSTED (SPECIAL)	EACH	15	\$ 1,200.00	\$ 18,000.00	9.00	\$ 1,200.00	\$ 10,800.00
60257900	MANHOLES TO BE RECONSTRUCTED (SPECIAL)	EACH	5	\$ 1,600.00	\$ 8,000.00	2.00	\$ 1,600.00	\$ 3,200.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE (SPECIAL)	EACH	6	\$ 550.00	\$ 3,300.00	6.00	\$ 550.00	\$ 3,300.00
60265700	VALVE VAULTS TO BE ADJUSTED (SPECIAL)	EACH	7	\$ 550.00	\$ 3,850.00	3.00	\$ 550.00	\$ 1,650.00
60266500	VALVE VAULTS TO BE REMOVED	EACH	9	\$ 250.00	\$ 2,250.00	11.00	\$ 250.00	\$ 2,750.00
60266600	VALVE VAULTS TO BE ADJUSTED	EACH	5	\$ 275.00	\$ 1,375.00	1.00	\$ 275.00	\$ 275.00
60500040	REMOVING MANHOLES	EACH	38	\$ 250.00	\$ 9,500.00	38.00	\$ 250.00	\$ 9,500.00
60500050	REMOVING CATCH BASINS	EACH	31	\$ 250.00	\$ 7,750.00	34.00	\$ 250.00	\$ 8,500.00
60500060	REMOVING INLETS	EACH	5	\$ 75.00	\$ 375.00	4.00	\$ 75.00	\$ 300.00
60601005	CONCRETE CURB TYPE B (SPECIAL)	FOOT	150	\$ 12.00	\$ 1,800.00	168.60	\$ 12.00	\$ 2,023.20
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12 (SPECIAL)	FOOT	12600	\$ 14.00	\$ 176,400.00	12128.90	\$ 14.00	\$ 169,804.60
66900200	SPECIAL WASTE DISPOSAL	CU YD	850	\$ 1.00	\$ 850.00		\$ 1.00	\$ -
67100100	MOBILIZATION	L SUM	1	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00	\$ 50,000.00
70103700	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 38,500.00	\$ 38,500.00	0.90	\$ 38,500.00	\$ 34,650.00
72000100	SIGN PANEL - TYPE 1	SQ FT	175	\$ 16.00	\$ 2,800.00		\$ 16.00	\$ -
72900100	METAL POST - TYPE A	FOOT	540	\$ 8.00	\$ 4,320.00		\$ 8.00	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1720	\$ 3.00	\$ 5,160.00	1200.00	\$ 3.00	\$ 3,600.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	280	\$ 6.00	\$ 1,680.00	200.00	\$ 6.00	\$ 1,200.00
LR430030	PCC DECORATIVE CONCRETE DRIVEWAY, 6"	SQ YD	50	\$ 120.00	\$ 6,000.00		\$ 120.00	\$ -
LR430040	PCC DECORATIVE CONCRETE SIDEWALK, 5"	SQ FT	1100	\$ 15.00	\$ 16,500.00		\$ 15.00	\$ -
X0325846	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	L SUM	1	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ 6,000.00
X2130010	EXPLORATORY EXCAVATION	HOURL	40	\$ 75.00	\$ 3,000.00	11.00	\$ 75.00	\$ 825.00
X6022312	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 5,400.00	\$ 10,800.00	4.00	\$ 5,400.00	\$ 21,600.00
X6022810	MANHOLES, SANITARY	EACH	29	\$ 3,600.00	\$ 104,400.00	27.00	\$ 3,600.00	\$ 97,200.00
X6024240	INLETS, 2'X3' BOX (SPECIAL)	EACH	37	\$ 1,800.00	\$ 66,600.00	38.00	\$ 1,800.00	\$ 68,400.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	8	\$ 100.00	\$ 800.00	8.00	\$ 100.00	\$ 800.00
X7015005	CHANGEABLE MESSAGE SIGN	CAL DA	60	\$ 20.00	\$ 1,200.00	10.00	\$ 20.00	\$ 200.00
XX000613	PRECAST MODULAR BLOCK WALL	SQ FT	50	\$ 50.00	\$ 2,500.00	141.60	\$ 50.00	\$ 7,080.00
XX000614	REPAIR/REPLACE FLAGSTONE LANDSCAPE WALL	SQ FT	780	\$ 15.00	\$ 11,700.00	130.30	\$ 50.00	\$ 6,515.00
XX003803	RELAY SANITARY SERVICE, 6" PVC	FOOT	1630	\$ 65.00	\$ 105,950.00	1558.00	\$ 65.00	\$ 101,270.00
XX004208	SANITARY LATERAL REPAIR, 6" PVC	FOOT	350	\$ 40.00	\$ 14,000.00	221.90	\$ 40.00	\$ 8,876.00
XX004774	BRICK PAVR REMOVAL, SALVAGE, AND REPLACEMENT	SQ FT	3300	\$ 9.50	\$ 31,350.00	4482.55	\$ 9.50	\$ 42,584.23
XX006892	CIPP LINER FOR SANITARY SEWER MAIN 10"	FOOT	1350	\$ 31.50	\$ 42,525.00		\$ 31.50	\$ -
XX006893	CIPP LINER FOR SANITARY SEWER MAIN 12"	FOOT	250	\$ 45.00	\$ 11,250.00		\$ 45.00	\$ -
XX006894	CIPP LINER FOR SANITARY SEWER MAIN 15"	FOOT	1480	\$ 49.25	\$ 72,890.00		\$ 49.25	\$ -
XX008406	SANITARY LATERAL ENCASEMENT	EACH	5	\$ 1,000.00	\$ 5,000.00		\$ 1,000.00	\$ -
XX008407	WATER SERVICE REPAIR, 1" TO 1.5"	FOOT	350	\$ 25.00	\$ 8,750.00	120.00	\$ 25.00	\$ 3,000.00

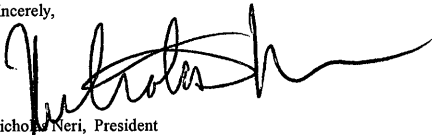
Z0045002	PRESSURE CONNECTION 12" X 8" (INCLUDES GATE VALVE)	EACH	1	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ 3,800.00
Z0051500	REMOVING AND RESETTNG STREET SIGNS	EACH	45	\$ 120.00	\$ 5,400.00		\$ 120.00	\$ -
Z0056000	RELAY SANITARY SEWER PVC SDR 26, 8"	FOOT	50	\$ 48.00	\$ 2,400.00	8.50	\$ 48.00	\$ 408.00
Z0057000	RELAY SANITARY SEWER PVC SDR 26, 10"	FOOT	1610	\$ 68.00	\$ 109,480.00	1474.00	\$ 68.00	\$ 100,232.00
Z0057100	RELAY SANITARY SEWER PVC SDR 26, 12"	FOOT	150	\$ 72.00	\$ 10,800.00	126.50	\$ 72.00	\$ 9,108.00
Z0057200	RELAY SANITARY SEWER PVC SDR 26, 15"	FOOT	1500	\$ 88.00	\$ 132,000.00	1378.00	\$ 88.00	\$ 121,264.00
Z0058000	BREAK IN LATERAL REPAIR 6"	EACH	10	\$ 1,800.00	\$ 18,000.00		\$ 1,800.00	\$ -
Z0059000	SPOT REPAIR WATER MAIN, 4" TO 12"	EACH	10	\$ 500.00	\$ 5,000.00		\$ 500.00	\$ -
Z0088001	CCDD/LUST MAT'L'S ANALYSIS, MANAGEMENT & COMPLIANCE	L SUM	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00
Z0088002	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ -
				\$ -	\$ -		\$ -	\$ -
	FORCE ACCOUNT #1							\$ 1,480.87
	FORCE ACCOUNT #2							\$ 1,956.50
	FORCE ACCOUNT #3							\$ 786.88
	FORCE ACCOUNT #4							\$ 1,435.40
	FORCE ACCOUNT #5							\$ 1,753.85
	FORCE ACCOUNT #6							\$ 6,195.68
	Driveway Cleanout Frames (5 @350)							\$ 1,750.00
	PCC Rised (26@425)							\$ 11,050.00

**TOTAL** \$ 4,568,823.75 \$ 4,010,716.89

**ADJUSTED CONTRACT AMOUNT:** \$ 4,247,524.75

Completed to Date							\$ 4,010,716.89
Less: 5% Retention							\$ 200,535.84
Balance							\$ 3,810,181.04
Less: Prev. Payments							\$ 3,233,072.11
TOTAL DUE TODAY							\$ 577,108.93

Sincerely,



Nicholas Neri, President  
John Neri Construction Co., Inc.

CERTIFICATE 00660 - 17  
SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of: Illinois  
County of: DuPage

The affiant, Nicholas Neri being first duly sworn, on oath deposes and says  
that he/she is President of John Neri Construction Co., Inc.  
(Position)  
that has a contract with Village of Hinsdale, owner for the project known as  
Proposed Street Improvements - Washington St., Walnut St., Lansing St., & Grant St., Hinsdale, IL  
(Kind of work)

on the following described premises in said county, to-wit: DuPage  
That, for the purpose of said contract, the followign persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this is a full, true and complete statement of all such persons, and of the amount paid.

Name, Address and Telephone Number	Kind of Work	Amount of Contract	Retention Inc. Current	Net of Previous Payments	Net Amount this Payment	Balance to Become Due (Incl. Retention)
John Neri Const. Co., Inc. 770 Factory Road Addison, IL 60101 (630) 629-8384	General	\$ 1,544,497.25	\$ 200,535.84	\$ 1,396,743.33	\$ 174,828.61	\$ (27,074.69)
Avanti Corp. P.O. Box 219 Glen Ellyn, IL 60138 (630) 495-1200	Trucking	\$ 450,000.00		\$ 392,267.94	\$ 18,642.00	\$ 39,090.06
Elmhurst Chicago Stone PO Box 57 Elmhurst, IL 60126 630-832-0140	stone/landfill	\$ 75,000.00		\$ 61,505.39	\$ 742.41	\$ 12,752.20
HD Supply Waterworks 220 South Westgate Drive Carol Stream, IL 60188-2243 6306651800	material	\$ 330,000.00		\$ 244,784.80	\$ 4,870.05	\$ 80,345.15
Kieft Brothers Dept CH 17487 Palatine, IL 60055 6308328090	material	\$ 260,000.00		\$ 244,314.33	\$ 9,727.50	\$ 5,958.17
Vulcan Materials 14999 Collections Drive Chicago, IL 60693 (630) 955-8500	stone/landfill	\$ 450,000.00		\$ 384,380.13	\$ 28,643.41	\$ 36,976.46
DiNatale Construction 1441 Bernard Ave Addison, IL 60101 (630) 629-4428	Misc. Concrete Items	\$ 301,034.50		\$ 199,113.55	\$ 68,764.35	\$ 33,156.60
Steve Piper & Sons 31 W320 Ramm Drive Naperville, IL 60564 (630) 898-6050	Tree Protection	\$ 40,140.00		\$ 26,716.90	\$ -	\$ 13,423.10
Midwest Chlorinating 420 S. Western Ave Bartlett, IL 60103 (630) 539-7459	Chlorination/ Directional Boring/ Valve Insertions	\$ 82,901.00		\$ 52,001.15	\$ -	\$ 30,899.85
Haeger Engineering 1304 N. Plum Grove Rd Schaumburg, IL 60173 (847) 394-6600	Layout	\$ 21,000.00		\$ 21,000.00	\$ -	\$ -
Nafisco, Inc. 808 Forestwood Drive Romeoville, IL 60446 (815) 372-3300	Traffic Control & Protection	\$ 44,952.00		\$ 24,964.19	\$ -	\$ 19,987.81
A.C. Pavement Striping Co. 695 Church Road Elgin, IL 60123 (847) 214-9500	Pavement Striping	\$ 8,000.00		\$ -	\$ 7,501.20	\$ 498.80
V&R Landscaping 2000 W. Roosevelt Rd West Chicago, IL 60186 (630) 876-3310	Landscaping	\$ 80,000.00		\$ 27,360.00	\$ 52,359.44	\$ 280.56

Brothers Asphalt Paving 315 S. Stewart Avenue Addison, IL 60101 (630) 458-1762	HMA Paving	\$ 560,000.00		\$ 157,920.40	\$ 211,029.96	\$ 191,049.64
<b>Total</b>		\$ 4,247,524.75	\$ 200,535.84	\$ 3,233,072.11	\$ 577,108.93	\$ 437,343.71

**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**

General Contractor **John Neri Construction Co., Inc.**  
Payout Request 7

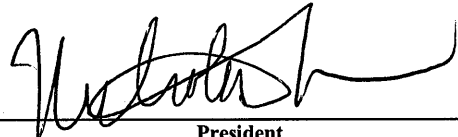
Page **2 of 2**  
Statement Date **November 5, 2012**

Amount of Original contract	\$ 4,247,524.75	Work Completed To Date	\$ 4,010,716.88
Extras to Contract	\$ -	Less 5% Retained	\$ 200,535.84
Total Contract and Extras	\$ 4,247,524.75	Net Amount Earned	\$ 3,810,181.03
Credits To Contract	\$ -	Net Previously Paid	\$ 2,903,098.83
Adjusted Total contract	\$ 4,247,524.75	Net Amount of this Payment	\$ 577,108.93
		Balance To Become Due (Incl. Retention)	\$ 437,343.71

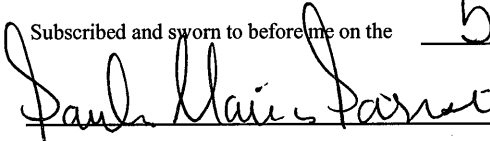
It is understood that the total amount paid to date plus the amount requested in application shall not exceed 90% of the cost of work completed to date.

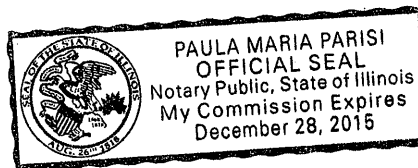
I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed  
Title

  
**President**

Subscribed and sworn to before me on the 5<sup>TH</sup> of November 2012

  
Notary Public



**PARTIAL WAIVER OF LIEN AND CONTRACTOR'S AFFIDAVIT**



STATE OF ILLINOIS

COUNTY OF **DUPAGE**

Escrow # \_\_\_\_\_

Guarantee # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by: **John Neri Construction Co., Inc.**

to furnish: **Cartage**

for the premises know as: **Proposed Street Improvements-Washington St., Walnut Street, Lansing Street, and Grant Street**

of which: **Village of Hinsdale in Dupage County** is the owner.

THE undersigned, for and in consideration of **Ten Thousand Six Hundred Eight and 00/100** (\$ **10,608.00**) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished TO THIS DATE by the undersigned for the above-described premises, INCLUDING EXTRAS\*.

That the total amount of the contract including extras \* is \$ **450,000.00** on which he or she has received payments of \$ **381,659.94** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. **THAT THE FOLLOWING ARE THE NAMES AND ADDRESSES OF ALL PARTIES WHO HAVE FURNISHED OR WILL FURNISH MATERIAL OR LABOR, OR BOTH, FOR SAID WORK** and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Avanti Corp – Glen Ellyn, IL	Cartage	450,000.00	381,659.94	10,608.00	57,732.06
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS * TO COMPLETE		450,000.00	381,659.94	10,608.00	57,732.06

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. **\*Not valid without proof of cancelled check.**

COMPANY NAME: **AVANTICORP**

ADDRESS: **P.O. BOX 219**

CITY, STATE, ZIP: **GLEN ELLYN, IL 60138**

DATED **10/26/12**

**Connie Lepore - President**

SIGNATURE AND TITLE

SUBSCRIBED AND SWORN TO BEFORE ME THIS **26<sup>th</sup>** DAY OF **October**, 20 **12**

**Maria Failla**

NOTARY PUBLIC

Provided by Chicago Title Insurance Company



MARIA FAILLA  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
February 02, 2014

## PARTIAL WAIVER OF LIEN - MATERIAL OR LABOR

State of Illinois  
County of Du Page

October 29, 2012

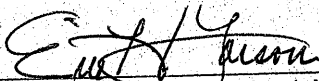
TO ALL WHOM IT MAY CONCERN:

Whereas we the undersigned, Elmhurst Chicago Stone Company, have been employed by JOHN NERI CONSTRUCTION CO., INC. to furnish MATERIALS for the building known as

VILLAGE OF HINSDALE  
PROPOSED STREET IMPROVEMENTS-WASHINGTON ST.,  
WALNUT ST., LANSING ST., & GRANT ST.  
HINSDALE, State of Illinois

Now, therefore, know Ye, that we the undersigned, for and in consideration of the sum of \$ 5,386.97 (FIVE THOUSAND THREE HUNDRED EIGHTY SIX & 97/100) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release to the extent only of the aforesaid amount, any and all lien, or claim of, or right to lien under the statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or material, or both, furnished or which may be furnished by the undersigned to or on account of the said JOHN NERI CONSTRUCTION CO., INC. for said building or premises.

ELMHURST CHICAGO STONE COMPANY  
400 WEST FIRST STREET, ELMHURST, ILLINOIS 60126

By   
Eric H. Larson, Authorized Agent



## WAIVER OF LIEN - PARTIAL

To All Whom It May Concern:

WHEREAS, **HD SUPPLY WATERWORKS, LTD** has been employed

by John Neri Construction Co., Inc.  
to furnish miscellaneous materials under a contract for  
the improvement of the premises described as

Proposed Street Improvements – Washington St., Walnut Street, Lansing Street,  
And Grant Street

in the (City or Village) of Hinsdale County of

DuPage

State of Illinois of which

Village of Hinsdale

is the Owner

NOW, THEREFORE, this 30th day of October, 2012

for and in consideration of the sum of ---\$28,680.15---

Dollars paid simultaneously herewith, the receipt where of is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount any lien rights to or claim of lien with respect to and on said above-described premises, and the improvement thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

**HD SUPPLY WATERWORKS, LTD.**

By: Donna Pupillo

Signature: Donna Pupillo

Title: Credit Manager



**WAIVER OF LIEN-PARTIAL  
MATERIALS OR LABOR (ILLINOIS)**

State of Illinois,  
DuPage County

October 30, 2012

TO ALL WHOM IT MAY CONCERN:

Whereas, we the undersigned **Kieft Brothers, Inc.**  
have been employed by **John Neri Construction Co., Inc.**  
to furnish Sewer Materials  
for the building \_\_\_\_\_ known as Number \_\_\_\_\_

Village of Hinsdale \_\_\_\_\_ situated on Lot \_\_\_\_\_

**Proposed Street Improvements-Washington St, Walnut St, Lansing St, and Grant St.**

**Owner: Village of Hinsdale**

**General: John Neri Construction**

in Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
County of DuPage State of Illinois

Now, Therefore, Know Ye,  
That we the undersigned, do hereby partially waive and release our mechanics lien, or  
claim, or right of lien on said above described building and premises under the  
Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or  
materials, or both, furnished by the undersigned to or on account of the said


**John Neri Construction Co., Inc.** \_\_\_\_\_ for said  
building or premises, but only to the extent of:

**Twenty-Nine Thousand Four Hundred Seventeen Dollars & 80/100,**

and only if good funds in the amount set forth above are actually received by the  
undersigned.

Given under my hand and seal this 30<sup>th</sup> day  
of October, 12

**Kieft Brothers, Inc.**

(Seal)  
  
Shawn Bradford, General Manager



STATE OF ILLINOIS

COUNTY OF DuPage

**WAIVER OF LIEN TO DATE**

Gty #

Escrow #

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by John Neri Construction Company, Inc.

to furnish Concrete Construction

for the premises known as Vill of Hinsdale Proposed Steet Imp. - Washington St. Walnut St. Lansing St. &amp; Grant St. CDI#H0030060 of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Three Thousand Two Hundred Fifty-Three & 35/100 (\$3,253.35) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE October 30, 2012 COMPANY NAME DiNatale Construction, Inc.

ADDRESS 1441 W. Bernard Drive, Addison, IL 60101

**SIGNATURE AND TITLE**

 Pres

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DuPage

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Amatore DiNatale BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) President OF

(COMPANY NAME) DiNatale Construction, Inc. WHO IS THE

CONTRACTOR FURNISHING Concrete WORK ON THE BUILDING

LOCATED AT Villlage of Hinsdale - Proposed Street Imp-Washington St., Walnut St. Lansing St. &amp; Grant St. Cdi#h0030060

OWNED BY Vill of Hnsdale-Proposed Street Improvements - Washington St. Walknut St. Lansing St. &amp; Grant St., CDI#H0030060

That the total amount of the contract including extras\* is \$301,034.50 on which he or she has received payment of

\$195,860.20 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

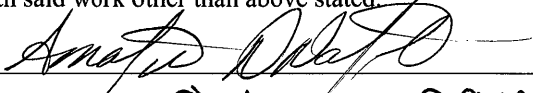
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
DiNatale Construction, Inc.	Labor/Equip	200,872.98	120,715.61	3,253.35	76,904.02
Elmhurst Chicago Stone Company	Material	91,269.52	66,252.59	-0-	25,016.93
Ozinga Ready Mix Concrete, Inc.	Material	8,892.00	8,892.00	0	0
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		301,034.50	195,860.20	3,253.35	101,920.95

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE

10/30/12

SIGNATURE:



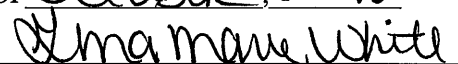
SUBSCRIBED AND SWORN TO BEFORE ME THIS

30th

DAY OF

October, 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

  
 NOTARY PUBLIC  
 GINA MARIE WHITE  
 OFFICIAL SEAL  
 Notary Public - State of Illinois  
 My Commission Expires  
 May 08, 2016



STATE OF ILLINOIS

COUNTY OF Dupage

**WAIVER OF LIEN TO DATE**

Gty #

Escrow #

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by John Neri Construction Co., Inc.  
to furnish Tapping/Chlorinating/Insert Valves  
for the premises known as Washington St./Walnut St./Lansing St./and Grant St.  
of which Village of Hindsdale, IL is the owner.

THE undersigned, for and in consideration of Sixteen Thousand Six Hundred One Dollar and 25/100  
(\$16601.25) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'  
liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or  
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises,  
INCLUDING EXTRAS.\*

DATE 8/22/2012 COMPANY NAME Midwest Chlorinating

ADDRESS 420 S. Western Ave., Bartlett, IL.60103

**SIGNATURE AND TITLE**

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Dupage

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Joseph Auriemma BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) President OF  
(COMPANY NAME) Midwest Chlorinating WHO IS THE  
CONTRACTOR FURNISHING Tapping/Chlorinating/Insert Valves WORK ON THE BUILDING  
LOCATED AT Washington/Walnut/Lansing/and Grant St.  
OWNED BY Village of Hindsdale

That the total amount of the contract including extras\* is \$82901.00 on which he or she has received payment of  
\$14322.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all  
parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific  
portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the  
items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Washington/Walnut/Lansing/Grant Sts.	Tapping/Chlorinating/Insert Valves	82901.00	14322.00	16601.25	43939.89c
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,  
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10-30-12

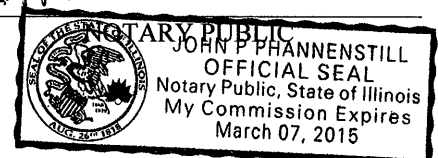
SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30<sup>th</sup> DAY OF October, 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

f.1722 R5/96

Provided by Chicago Title Insurance Company



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS  
COUNTY OF WILL

} SS

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction  
to furnish Traffic Control & Protection  
for the premises known as Proposed St. Imp - Washington St. Walnut St, Lansing St., Grant St., Hinsdale, IL  
of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of One Thousand, Three Hundred Thirty Four Dollars & 14/100  
(\$ 1,334.14) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,  
relating to mechanics' liens with respect to and on said above-described premises, and the improvements thereon, and on the material,  
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on  
account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the  
undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE October 30, 2012

COMPANY NAME Nafisco, Inc.

ADDRESS 808 Forestwood Dr., Romeoville, IL 60446

SIGNATURE AND TITLE [Signature]

\* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS  
COUNTY OF WILL

} SS

## CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned John H. Mortensen being duly sworn, deposes  
and says that he or she is Vice President  
of Nafisco, Inc. who is the  
contractor furnishing Traffic Control & Protection work on the building  
located at Proposed St. Imp - Washington St. Walnut St, Lansing St., Grant St., Hinsdale, IL  
owned by Village of Hinsdale

That the total amount of the contract including extras\* is \$ 29,287.00 on which he has received payment of  
\$ 23,630.25 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the  
validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said  
work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof  
and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work  
according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Nafisco, Inc.	Traffic Control	28,087.00	22,730.25	1,334.14	4,022.61
Nafisco, Inc.	Message Boards	1,200.00	900.00	0.00	300.00

## ALL MATERIALS FROM PREPAID STOCK AND DELIVERED TO THE SITE IN COMPANY OWNED VEHICLES.

Total Labor And Material Including Extras* To Complete	29,287.00	23,630.25	1,334.14	4,322.61
--	-----------	-----------	----------	----------

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done upon or in connection with said work other than above stated.

DATE October 30, 2012

Signature: [Signature]

Subscribed and sworn before me this

30th

day of

October

2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

OFFICIAL SEAL

LAURA L. WEBB

NOTARY PUBLIC, STATE OF ILLINOIS

ALL RIGHTS RESERVED 2-3-2015

Notary

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

# WAIVER OF LIEN TO DATE

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction Co., Inc.

to furnish Asphalt Paving Work

for the premises known as Various Locations

of which Village of Hinsdale is the owner.

The undersigned, for and in consideration of Seventy thousand fifteen and 00/100

( \$ 70,015.00 ) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under my hand and seal this 30th day of October, 2012

Signature and Seal:

Nicola Colella / President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as a partner.

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

# CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is President

Nicola Colella

Brothers Asphalt Paving, Inc.

who is the contractor for the Asphalt Paving work on the building located at Various Locations owned by Village of Hinsdale

That the total amount of the contract including extras is \$ 572,504.00 on which he has received payment of \$ 87,905.40 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Brothers Asphalt Paving, Inc.	Labor & Materials	450,024.30	20,091.97	15,349.73	414,582.60
DuPage Materials Company	Materials	122,479.70	67,813.43	54,665.27	1.00
TOTAL LABOR AND MATERIAL TO COMPLETE		572,504.00	87,905.40	70,015.00	414,583.60

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 30th day of October, 2012

Signature:

Nicola Colella

30th day of October, 2012

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012



Natalia Colella

WAIVER OF LIEN - PARTIAL  
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS

DuPage COUNTY.

SS.

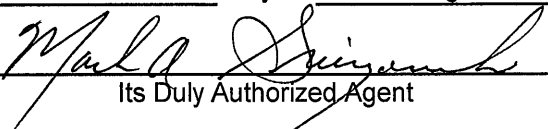
August 2, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned Dupage Materials Company  
has been employed by Brothers Asphalt Paving, Inc.  
to furnish Bituminous Asphalt, for the premises known as  
Village of Hinsdale, Proposed Street Improvements; Washington St., Walnut St., Lansing St., & Grant St: CDI#H0030060  
in the City of Hinsdale, IL, County of DuPage in the State of Illinois, of which  
Village of Hinsdale is the owner.

The undersigned for and in consideration of One Thousand One Hundred Sixty Nine Dollars and Nine Cents  
Dollars, and other good and valuable  
consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim  
of, or right to lien, under the Statutes of the State of Illinois, relating to Mechanics' liens, on said above described  
building and/or premises, and the improvements thereon, and on the monies, funds or other considerations due or to  
become due from the owner, on account of labor or materials, or both, furnished to the extent of this payment only,  
for the above described building and/or premises. This waiver, together with all previous waivers, if any, does not  
necessarily cover all amounts due the undersigned through the date of this waiver, and this waiver is not what is  
commonly referred to as a "lien waiver to date." This waiver is conditioned on actual payment of the amount shown  
above.

Given under our hand and seal this Second day of August 2012

 (Seal)  
Its Duly Authorized Agent

Exact copy should be made and retained.

Dupage Materials Company (Seal)



WAIVER OF LIEN - PARTIAL  
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS

DuPage COUNTY.

SS.

September 14, 2012

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned Dupage Materials Company  
has been employed by Brothers Asphalt Paving, Inc.  
to furnish Bituminous Asphalt, for the premises known as  
Village of Hinsdale, Proposed Street Improvements - Washington St., Walnut St., Lansing St., & Grant St.  
in the City of Hinsdale, IL, County of DuPage in the State of Illinois, of which  
Village of Hinsdale is the owner.

The undersigned for and in consideration of Fifty Three Thousand Four Hundred Ninety Six Dollars and Eighteen  
Cents, and other good and valuable  
consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim  
of, or right to lien, under the Statutes of the State of Illinois, relating to Mechanics' liens, on said above described  
building and/or premises, and the improvements thereon, and on the monies, funds or other considerations due or to  
become due from the owner, on account of labor or materials, or both, furnished to the extent of this payment only,  
for the above described building and/or premises. This waiver, together with all previous waivers, if any, does not  
necessarily cover all amounts due the undersigned through the date of this waiver, and this waiver is not what is  
commonly referred to as a "lien waiver to date." This waiver is conditioned on actual payment of the amount shown  
above.

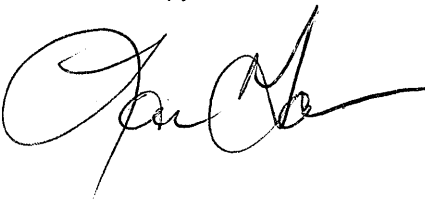
Given under our hand and seal this Fourteenth day of September 2012

 (Seal)  
Its Duly Authorized Agent

Exact copy should be made and retained.

Dupage Materials Company (Seal)







STATE OF ILLINOIS  
COUNTY OF

SS

# **WAIVER OF LIEN TO DATE**

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by JOHN NERI CONSTRUCTION COMPANY  
to furnish Landscaping  
for the premises known as PROPOSED STREET IMPROVEMENTS, WASHINGTON ST, LAKEVIEW TRACT  
of which VILLAGE OF HINSDALE is the owner.

THE undersigned, for and in consideration of SEVENTEEN THOUSAND THREE HUNDRED SIXTY TWO (\$ 17,360.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 10/25/12 COMPANY NAME V&D Landscaping  
ADDRESS 2000 W ROOSEVELT RD, WEST CHICAGO, IL  
SIGNATURE AND TITLE Grace M Constantine V.P.

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS }  
COUNTY OF } SS

## **CONTRACTOR'S AFFIDAVIT**

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GRACE CONSTANTINE BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) V.P. OF  
(COMPANY NAME) V&D Landscaping WHO IS THE  
CONTRACTOR FURNISHING Landscaping WORK ON THE BUILDING  
LOCATED AT PROPOSED STREET IMPROVEMENTS  
OWNED BY VILLAGE OF HINSDALE

That the total amount of the contract including extras\* is \$ 67,865.00 on which he or she has received payment of \$ 10,000.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>V&amp;D Landscaping</u>	<u>Landscaping</u>	<u>67,865.00</u>	<u>10,000.00</u>	<u>17,360.00</u>	<u>40,505.00</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>67,865.00</u>	<u>10,000.00</u>	<u>17,360.00</u>	<u>40,505.00</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10/25/12 SIGNATURE: Grace M Constantine  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th DAY OF October 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

OFFICIAL SEAL  
STACEY GALLAGHER  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02/22/16  
Provided by Chicago Title Insurance Company

Stacey Gallagher  
NOTARY PUBLIC





STATE OF ILLINOIS

COUNTY OF DuPage

**WAIVER OF LIEN TO DATE**

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction Company, Inc to furnish landscaping for the premises known as Proposed Street Improvements, Hinsdale, IL of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Ten Thousand and 00/100 (\$10,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 08/24/2012 COMPANY NAME Vito Roppo

ADDRESS West Chicago, IL

SIGNATURE AND TITLE

*Vito Roppo*

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Vito Roppo BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) OF (COMPANY NAME) V & R Landscaping WHO IS THE CONTRACTOR FURNISHING landscaping WORK ON THE BUILDING LOCATED AT Proposed Street Improvements, Hinsdale, IL OWNED BY Village of Hinsdale

That the total amount of the contract including extras\* is \$67865.00 on which he or she has received payment of \$00.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
V&R Landscaping	landscaping	\$67,865.00	\$0.00	\$10000.00	\$57865.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 8/24/2012

SIGNATURE:

*Vito Roppo*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

24<sup>TH</sup>

DAY OF

August, 2012

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

*Paul J. Fairman*  
NOTARY PUBLIC

## FINAL WAIVER OF LIEN



STATE OF ILLINOIS  
COUNTY OF COOK

SS

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

### TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction Co.  
to furnish Construction Layout  
for the premises known as Proposed Street Improvements-Washington St., Walnut Street, Lansing Street, and Grant Street, Hinsdale  
of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Three Thousand Forty Five and no/100-----  
(\$-----3,045.00-----) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive  
and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore  
furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE November 5, 2012

COMPANY NAME: HAEGER ENGINEERING, LLC

ADDRESS: 1304 N. PLUM GROVE RD. SCHAUMBURG, IL 60173

SIGNATURE AND TITLE: *Ken Uley* MANAGER MEMBER

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF COOK

SS

### TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) LEENDERT A. KLEINJAN BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) MANAGER MEMBER  
OF (COMPANY NAME) HAEGER ENGINEERING, LLC

WHO IS THE CONTRACTOR FURNISHING construction layout WORK ON THE BUILDING  
LOCATED AT Proposed Street Improvements-Washington St., Walnut Street, Lansing Street, and Grant Street, Hinsdale  
OWNED BY Village of Hinsdale

That the total amount of the contract including extras\* is \$ -----21,000.00----- on which he or she has received payment of  
\$ -----17,955.00----- prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is  
no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished  
material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the  
construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete  
said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Haeger Engineering LLC 1304 N. Plum Grove Road Schaumburg, IL 60173	Construction Layout	\$21,000.00	\$17,955.00	\$3,045.00	\$0.00
TOTAL LABOR AND MATERIAL, INCLUDING EXTRAS*, TO COMPLETE:					

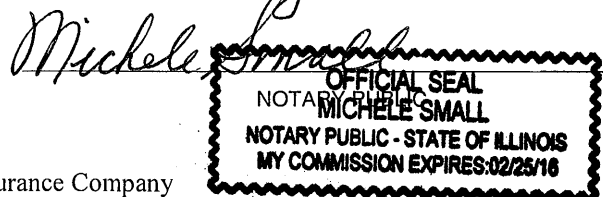
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other  
work of any kind done or to be done upon or in connection with said work other than above stated.

DATE November 5, 2012

SIGNATURE: *Ken Uley*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF November, 2012.

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS,  
BOTH ORAL AND WRITTEN, TO THE CONTRACT.



## FINAL WAIVER OF LIEN



STATE OF ILLINOIS  
COUNTY OF COOK

SS

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

### TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction Co.  
to furnish Construction Layout  
for the premises known as Proposed Street Improvements-Washington St., Walnut Street, Lansing Street, and Grant Street, Hinsdale  
of which Village of Hinsdale is the owner.

THE undersigned, for and in consideration of Three Thousand Forty Five and no/100  
(\$3,045.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive  
and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or  
other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore  
furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE November 5, 2012

COMPANY NAME: HAEGER ENGINEERING, LLC

ADDRESS: 1304 N. PLUM GROVE RD. SCHAUMBURG, IL 60173

SIGNATURE AND TITLE: [Signature] **MANAGER MEMBER**

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

SS

### TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) LEENDERT A. KLEINJAN BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) MANAGER MEMBER  
OF (COMPANY NAME) HAEGER ENGINEERING, LLC

WHO IS THE CONTRACTOR FURNISHING construction layout WORK ON THE BUILDING  
LOCATED AT Proposed Street Improvements-Washington St., Walnut Street, Lansing Street, and Grant Street, Hinsdale  
OWNED BY Village of Hinsdale

That the total amount of the contract including extras\* is \$ 21,000.00 on which he or she has received payment of  
\$ 17,955.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is  
no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and address of all parties who have furnished  
material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the  
construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete  
said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Haeger Engineering LLC 1304 N. Plum Grove Road Schaumburg, IL 60173	Construction Layout	\$21,000.00	\$17,955.00	\$3,045.00	\$0.00
TOTAL LABOR AND MATERIAL, INCLUDING EXTRAS*, TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other  
work of any kind done or to be done upon or in connection with said work other than above stated.

DATE November 5, 2012

SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF November, 2012.

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS,  
BOTH ORAL AND WRITTEN, TO THE CONTRACT.

[Signature]  
NOTARY PUBLIC  
MICHELE SMALL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/25/16



242196

## PARTIAL WAIVER

STATE OF ILLINOIS,        } sis  
TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LP** MIDWEST DIVISION has  
been employed by NERI CONSTRUCTION CO., JOHN  
to furnish STONE for the building - and premises known as

PROPOSED STREET IMPROVEMENTS  
WASHINGTON ST., WALNUT STREET, LANSING STREET AND GRANT STRE  
OWNER: VILLAGE OF HINSDALE  
HINSDALE, IL

Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of \*\*Thirty Four Thousand Eight Hundred Seventy Eight Dollars and No Cents\*\* (\$34,878.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, on said above-described building - and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished in the amount as herein above shown by the undersigned to or on account of the said NERI CONSTRUCTION CO., JOHN . for said building - or premises.

Witness our hand on this 30TH day of OCTOBER, 2012


VULCAN CONSTRUCTION MATERIALS, LP  
MIDWEST DIVISION

By   
D. MUNOZ, CREDIT MANAGER

NERI CONSTRUCTION CO., JOHN  
760 W FACTORY RD  
ADDISON, IL 60101

DATE: November 12, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>																							
<b>SECTION NUMBER</b> EPS Agenda		<b>DEPARTMENT</b> Community Development																							
<b>ITEM</b> Contract Change Order #2 Woodlands Phase 1 Pirtano Construction Company, Inc.		<b>APPROVAL</b> Dan Deeter Village Engineer																							
<p>Staff is recommending approval of the attached change order 1. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.</p> <p>The 2012 Reconstruction Project budget is listed below:</p> <table><thead><tr><th></th><th><u>2012/3 Budget</u></th><th><u>Costs</u></th></tr></thead><tbody><tr><td>• Construction Observation</td><td>\$ 131.130</td><td>\$ 255,960</td></tr><tr><td>    ○ (with change order #1)</td><td></td><td></td></tr><tr><td>• Construction</td><td><u>\$5,075,000</u></td><td><u>\$4,576,225</u></td></tr><tr><td>    ○ (with all anticipated change orders)</td><td></td><td></td></tr><tr><td>• Total</td><td>\$5,206,130</td><td>\$4,832,185</td></tr><tr><td>• Contingency</td><td></td><td>\$ 373,945</td></tr></tbody></table> <p><b>MOTION: To Approve a Resolution for the Woodlands Phase 1 Project Contract Change Order Number 2 in the Amount of \$50,159.33 Reduction to Pirtano Construction Company, Inc.</b></p>						<u>2012/3 Budget</u>	<u>Costs</u>	• Construction Observation	\$ 131.130	\$ 255,960	○ (with change order #1)			• Construction	<u>\$5,075,000</u>	<u>\$4,576,225</u>	○ (with all anticipated change orders)			• Total	\$5,206,130	\$4,832,185	• Contingency		\$ 373,945
	<u>2012/3 Budget</u>	<u>Costs</u>																							
• Construction Observation	\$ 131.130	\$ 255,960																							
○ (with change order #1)																									
• Construction	<u>\$5,075,000</u>	<u>\$4,576,225</u>																							
○ (with all anticipated change orders)																									
• Total	\$5,206,130	\$4,832,185																							
• Contingency		\$ 373,945																							
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 																					
<b>COMMITTEE ACTION:</b>																									
<b>BOARD ACTION:</b>																									

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

**A RESOLUTION APPROVING THE WOODLANDS PHASE 1 PROJECT  
CONTRACT CHANGE ORDER  
NUMBER 2 IN THE AMOUNT OF \$50,159.33 REDUCTION TO  
PIRTANO CONSTRUCTION COMPANY, INC.**

**WHEREAS**, the Village of Hinsdale (the “Village”) and Pirtano Construction Company, Inc. (“Pirtano”) have entered into that certain Contract (the “Contract”) providing for the construction of the Woodlands Phase 1 Project; and

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

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

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

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

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

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

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

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

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

Project:	Woodlands Phase 1	Change Order No. 2
Location:	Various Streets	Contract No. - N/A
Contractor:	Pritano Construction Company, Inc.	Date: 11-12-2012
		Page 1 of 3

- I.        A.    Description of Changes Involved:
- 7    Repair of sewer main pipe and connection during repair of sanitary service at 801 Woodland
  - 14   Directional boring new water service at 700 Taft
  - 15   Adjusted fire hydrant locations on site.
  - 16   Additional trench backfill used for storm sewer under pavement.
  - 17   Redesign and relocation of rain garden #13.
  - 18   516-feet of existing storm sewer did not need to be removed.
  - 19   Time & materials to lower existing water main at 7th & McKinley
  - 20   Diversion channel constructed at 810 Taft.
  - 22   Replace water service at 555 Woodland Avenue.
  - 23   Proposed 12-inch storm sewer was installed, removed, & re-laid.
  - 24   Relocation of fire hydrants.
  - 25   Use of casing around water main at select locations.
  - 26   Time & materials to lower manhole pipe connection.
  - 27   Time & materials to locate/connect water services of 582 Dalewood.
  - 28   Line item cost savings due to revision to rain gardens and bio-swales.
  - 29   VOH/Pirtano identified old water service, excavated, connected to it. Then, backfilled and connected to new service.
  - 30   Time & materials to core manhole connect to rain garden #34.
- B.    Reason for Change:
- 7    Divided labor costs between Village and resident.
  - 14   Location of existing water service different than Village records & plans. Directional bored new water service to protect trees.
  - 15   More efficient locations maintained standards of fire protection while reducing the overall number of hydrants.
  - 16   Storm sewer location moved to better protect tree roots.
  - 17   Provide space for resident provided screening trees.
  - 18   Field assessment by contractor, resident engineer, and staff.
  - 19   Underground conflict between water main and rain garden detention.
  - 20   To provide better erosion control and reduce sediment displacement.
  - 22   Conflict with parkway tree & brittle, obsolete water service materials.



Project: Woodlands Phase 1  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 2  
Contract No. - N/A  
Date: 11-12-2012  
Page 2 of 3

- 23 Conflict with previously unidentified 4-inch cast iron gas pipe.
- 24 Improve efficiency of fire protection coverage.
- 25 Review of site conditions showed casing was not required.
- 26 Underground conflict with gas main.
- 27 Contrary to Village atlas, Dalewood water service connects to water main on Seventh Street.
- 28 On-site adjustments to rain gardens and bio-swales to preserve trees.
- 29 Abandoned b-box remained in front yard after home construction.
- 30 Improve pavement drainage by connecting directly to rain garden #34.

C. Revision in Contract Price: Total Reduction: \$ 50,159.33

7	Addition	\$	1,447.08
14	Addition	\$	3,120.00
15	Reduction	\$	9,800.00
16	Addition	\$	4,000.00
17	Addition	\$	1,745.00
18	Reduction	\$	13,416.00
19	Addition	\$	5,591.88
20	Addition	\$	664.28
22	Addition	\$	1,684.76
23	Addition	\$	1,660.72
24	Reduction	\$	4,900.00
25	Reduction	\$	11,050.00
26	Addition	\$	211.52
27	Addition	\$	949.17
28	Reduction	\$	35,116.90
29	Addition	\$	1,880.97
30	Addition	\$	1,168.19

Project: Woodlands Phase 1  
Location: Various Streets  
Contractor: Pritano Construction Company, Inc.

Change Order No. 2  
Contract No. - N/A  
Date: 11-12-2012  
Page 3 of 3

II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 4,545,000.00
B.	Net (addition)( <del>reduction</del> ) due to all previous Change Order No. <u>1</u>	\$ 19,063.95
C.	Contract Price, not including this Change Order	\$ 4,564,063.95
D.	( <del>Addition</del> )(Reduction) to Contract Price due to this Change Order	<u>\$ (50,159.33)</u>
E.	Contract Price including this Change Order	<u><u>\$ 4,513,904.62</u></u>

Accepted:  
Contractor: Pirtano Construction Company, Inc.

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

Village of Hinsdale:

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

DATE: November 12, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> EPS Agenda	<b>ORIGINATING</b> <b>DEPARTMENT</b> Community Development
<b>ITEM</b> Contract Change Order #1 <b>Woodlands Phase 1 Construction Observation</b> <b>HR Green, Inc.</b>	<b>APPROVAL</b> Dan Deeter Village Engineer

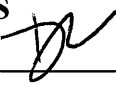
Staff is recommending approval of the attached change order 1. This change order includes additional engineering consulting activities undertaken to modify the construction documents due to

- Pre-bid modifications to the scope of the project, including
  - Advancing improvements to Woodland Avenue (Taft – Harding) from Phase 2 to Phase 1
  - Elimination of pervious paver parking areas within the right-of-way (ROW)
  - Addition of +/-1200-feet of sewer lining after results of sewer televising.
- Modifications to the construction documents to preserve trees in and outside the right-of-way
  - Modifications to rain gardens during pre-construction walk-through with Village forester to field locate the tree protection devices
  - Extending directional bore and modification to storm sewers at 7<sup>th</sup> & Taft
- Utility conflicts identified during construction
  - Revisions to storm sewer directional bore in the former 7<sup>th</sup> St. ROW (McKinley – Taft)
  - Revised storm sewer design to avoid gas main conflict
  - Revisions to rain garden locations to avoid conflict with water mains
- Infrastructure modifications due to new home construction recently started within the project area.

The 2012 Woodlands Phase 1 Project budget is listed below:

	<u>2012/3 Budget</u>	<u>Costs</u>
• Construction Observation	\$ 131,130	\$ 255,960
○ (with change order #1)		
• Construction	<u>\$5,075,000</u>	<u>\$4,576,225</u>
○ (with all anticipated change orders)		
• Total	\$5,206,130	\$4,832,185
• Contingency		\$ 373,945

**MOTION: To Approve a Resolution for the Woodlands Phase 1 Construction Observation Contract Change Order Number 1 in the Amount of \$32,583.75 to HR Green, Inc.**

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

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

**A RESOLUTION APPROVING THE WOODLANDS PHASE 1 PROJECT  
CONSTRUCTION OBSERVATION CONTRACT CHANGE ORDER  
NUMBER 1 IN THE AMOUNT OF \$32,583.75 TO  
HR GREEN, INC.**

**WHEREAS**, the Village of Hinsdale (the “Village”) and HR Green, Inc. (“HR Green”) have entered into that certain Contract (the “Contract”) providing for the construction observation of the Woodlands Phase 1 Project; and

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

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

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

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

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

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

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

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

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

Project:	Woodlands Phase 1 Construction Observation	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	HR Green, Inc.	Date: 11-12-2012
		Page 1 of 2

- I. A. Description of Changes Involved:
- 1 Pre-bid modifications to the scope of the projet
  - 2 Post-construction start modifications to the scope of the project
- B. Reason for Change:
- 1 Advancing improvements to Woodland Avenue from phase 2 to phase 1, elimination of pervious pavers in ROW, additional sewer lining.
  - 2 Modifications to construction documents to preserve trees, address underground conflicts identified during construction, and modifications due to new home construction.
- C. Revision in Contract Price:      Total Reduction: \$    32,583.75
- |   |          |    |           |
|---|----------|----|-----------|
| 1 | Addition | \$ | 21,678.25 |
| 2 | Addition | \$ | 10,905.50 |

- II. Adjustments in Contract Price:
- |    |   |    |                          |
|----|---|----|--------------------------|
| A. | Original Contract Price:  | \$ | 223,376.00               |
| B. | Net (addition)(reduction) due to all previous Change Order No. <u>0</u>       |    |                          |
| C. | Contract Price, not including this Change Order                               | \$ | 223,376.00               |
| D. | (Addition)( <del>Reduction</del> ) to Contract Price due to this Change Order | \$ | <u>32,583.75</u>         |
| E. | Contract Price including this Change Order                                    | \$ | <u><u>255,959.75</u></u> |

Project:	Woodlands Phase 1 Construction Observation	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	HR Green, Inc.	Date: 11-12-2012
		Page 2 of 2

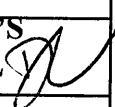
Accepted:  
Contractor: HR Green, Inc.

By:	_____	_____
	Signature of Authorized Representative	Date

Village of Hinsdale:

By:	_____	_____
	Signature of Authorized Representative	Date

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b>		<b>DEPARTMENT PUBLIC SERVICES</b>		
<b>ITEM</b> Inspection and Repair of Well #5		<b>APPROVAL</b>		
<p>There is \$40,000 budgeted in the Water &amp; Sewer Department operations and maintenance fund (6102-7918) to complete the inspection and repair of well #5, which includes the pulling, inspection, cleaning, coating, and return to service of the existing column pipe of the well and associated parts. Staff received 3 bids for this service on November 2<sup>nd</sup> which are attached. The low bid received was from Municipal Well and Pump, in the amount of \$39,688.00.</p> <p>Public Services staff would like to recommend to Committee the award of bid #1530 for the services of inspection and repair of well #5 to Municipal Well and Pump, in the bid comparison amount of \$39,688.00.00, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To recommend to the Board of Trustees the award of bid #1530 for the services of inspection and repair of well #5 to Municipal Well and Pump in the comparison bid amount of \$39,688.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



PROJECT NUMBER: 1530

PROJECT NAME: Inspection & Repair Well #5

DATE: November 2, 2012

BUDGET:

Name:  
Address:

Municipal Well & Pump 1212 Storbeck Dr. Waupun, WI 53963	Layne Western 721 W Illinois St. Aurora, IL 60506	Water Well Solutions 44 W 158 Keslinger Rd Elburn, IL 60119
10% bond	10% bid bond	10% bid bond

Bid Security:

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total		
1	Inspection	lump sum		20720.0000	20720.00	21930.0000	21930.00	19900.0000	19900.00		
2	Column Pipe	feet	220	30.000	6600.00	37.50	8250.00	72.130	15868.60		
3	Coupling/Bearing	each	15	303.00	4545.00	345.00	5175	413.00	6,195.00		
4	Material cost %		1,000	0.40	1400.00	0.30	1300	0.40	1,400.00		
5	Machinist Labor	hours	10	153.00	1530.00	148.00	1480	155.00	1,550.00		
6	TV survey of well	lump sum		2565.00	2565.00	1,275.00	1275	1,300.00	1,300.00		
7	Bailing if required	hours	8	291.00	2328.00	70.00	560	300.00	2,400.00		
	Extended Totals				39688.00		39970.00		48613.60		