

**VILLAGE OF HINSDALE
ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES
MONDAY, JANUARY 14, 2013**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:36 P.M., Monday January 14, 2013, 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; Ralph Nikischer, Village Horticulturalist; and Dan Deeter, Village Engineer.

Approval of Minutes – November 12, 2012

The EPS Committee reviewed the minutes from the November 12, 2012 meeting. Trustee Saigh motioned for approval of the November 12, 2012 minutes as revised. Trustee Geoga seconded. The motion passed unanimously.

Resident Request For Parkway Tree Removal (637 N Washington). Mr. Boshardt, 637 N. Washington Street, addressed the committee. Due to the safety issues associated with backing out of his driveway (short sight distance due to the hill and proximity to Ogden Avenue), Mr. Boshardt is proposing to construct a circular driveway. One proposed driveway entrance will be within feet of a 26" bur oak which Mr. Boshardt is requesting to remove. During discussions, the committee members understood the safety issues as this location. Chairman LaPlaca reviewed the latest tree ordinance and its impact on the current situation. Mr. Boshardt agreed to pay the \$5,000 fee for removing the tree; but, keep the tree in place to see if it could survive the driveway addition. He agreed to protect the tree during the driveway construction per the Village Arborist's recommendations which include providing root pruning. If the tree dies, Mr. Boshardt would have the tree removed and replaced, again, with guidance from the Village Arborist.

Resident Request For Parkway Tree Removal (737 S Elm St.) This request was postponed to the February EPS meeting. Chairman LaPlaca noted that the resident's application was submitted prior to the passage of the latest Tree Ordinance. Therefore, it will be addressed under the "pre-ordinance" rules.

Public Services Monthly Report

Mr. Franco highlighted that little snow plowing time and little road salt has been used to date. This is due to the dry winter weather. Mr. Franco commented that, in the past several years, the Christmas garlands and wreaths have been turning brown before the season is over. He asked the committee for approval to investigate the use of artificial decorations. The committee agreed that Staff could investigate the issue noting that the appearance of the artificial decorations is an important consideration and the cost should not exceed 3.5 – 4 times the current decorating cost. Several committee members also stated that they were disappointed with this year's tree lights.

Permission To Seek Bids, (Fuel, Sewer cleaning, Leak Detection, Elm& Ash Treatment, Tree Pruning and Tree Removal. Chairman LaPlaca introduced this agenda item. Mr. Franco noted that these are annual services in the budget. The committee directed staff to seek bids for these annual services.

Notice Of the Integrated Pest Management Review (IPM) Set for the EPS Meeting on February 11. Chairman LaPlaca introduced this agenda item. Mr. Franco introduced the new Village Horticulturalist, Ralph Nikischer. The committee directed staff to present the IPM Review at the February EPS meeting.

Business District Recycling (Discussion Item) Chairman LaPlaca introduced this agenda item. Mr. Franco explained that some recycling containers have been located throughout the downtown area to test whether they will be used. Seven out of the eighteen locations were filled 10% or more when checked. During the discussion, Chairman LaPlaca noted three concerns with adding recycle bins in the downtown area. There are: 1) the bins need to be attractive (the current test bins are not attractive), 2) the bins should be located in places where they are used, and 3) they should not take up too much space. The committee directed Mr. Franco to investigate the cost and appearance of permanent recycle bins.

Decorative Street Lamp Options for LED Conversion (Discussion Item) Chairman LaPlaca introduced this agenda item. Some LED street lights have been installed in the vicinity of the downtown and Memorial Hall for the trustees and public's comment. Mr. Franco explained that the LED lamps should provide a "softer" light using less wattage. He did note that he was unable to detect a decrease in the energy usage from the limited sample size. After discussing the issue, Chairman LaPlaca directed that staff identify areas downtown where LED lamps can be installed to conduct a cost savings analysis.

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. IDOT has directed that the Oak Street Bridge

Phase II search for an engineering consultant will have to be conducted under the Qualification Based Selection (QBS) process. This process provides the Village the ability to select the highest qualified consultant at a competitive price.

Resident comments on stormwater management on the 300-block of N. Washington. Mr. Ed Barrow, 319 N. Washington, addressed the committee concerning the historic stormwater drainage problems on this block. He noted that future public storm sewer in the public right of way should be located to allow connections by future private storm sewers. Staff has been aware of this localized drainage area and will take this issue into consideration during future storm sewer design.

To Approve a Resolution for the 2012 Reconstruction Project Contract Change Order Number 3 in the Amount of \$109,280.05 Reduction to John Neri Construction Company, Inc. Chairman LaPlaca introduced this agenda item. Mr. Deeter noted that the contractor and our resident engineer have conducted the final reconciliation for the project. This change order reflects the final costs for the project. The Village has a 10% warranty bond from the contractor which will be relinquished after the one year warranty period has passed and there are no punch list items. After discussions, Trustee Geoga moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

To Approve a Resolution for the 2013 Resurfacing Project Design Services Contract Change Order Number 1 in the Amount of \$13,900.00 to Rempe-Sharpe & Associates, Inc. Chairman LaPlaca introduced this agenda item. Mr. Deeter informed the committee that the 2013 Maintenance Project street resurfacing has been added to the 2013 Reconstruction or Resurfacing Projects depending on the proximity of the projects to the resurfaced streets. The 2013 Maintenance Project was combined with the resurfacing or reconstruction project to achieve the best pricing. Trustee Geoga moved to approve. Trustee Saigh seconded. The motion passed unanimously.

To Approve a Resolution for the 2013 Reconstruction Project Design Services Contract Change Order Number 1 in the Amount of \$22,100.00 to Rempe-Sharpe & Associates, Inc. Chairman LaPlaca introduced this agenda item. This change order is occurring for the same reasons as mentioned for the 2013 Resurfacing Project Change Order Number 1 (above). Trustee Haarlow moved to approve. Trustee Geoga seconded. The motion passed unanimously.

To Recommend to the Board of Trustees the award of bid #1531 for the service of Turf Tractor replacement to Burris Equipment in the comparison bid amount of \$32,852.00. Chairman LaPlaca introduced this agenda item. Mr. Franco noted that the current turf tractor has served the Village since 1985 and needs to be replaced. Trustee Geoga moved to approve. Trustee Haarlow seconded. The motion passed unanimously.

To Recommend to the Board of Trustees the award of bid #1532 for the service of Water Plant building I-Beam replacement to Dome Design Build in the amount of \$24,981.26 and the award of bid #1533 for the service of Water Plant Building Concrete Repairs to Dome Design Build in the bid amount of \$ 92,150.

Chairman LaPlaca introduced this agenda item. Mr. Franco added his comments and answered the trustee's questions. Trustee Geoga moved to approve. Trustee Saigh seconded. The motion passed unanimously.

Adjournment

With no further issues to be brought before the Committee, Trustee Geoga moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 9:00 P.M.

Respectfully submitted,

Dan Deeter
Village Engineer

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: PUBLIC SERVICES MONTHLY REPORT-JAN. 2013
Date: 2/5/13

The Public Service Department dispatched snow and ice crews 7 times during January, plowing snow/ice and spreading 210 tons of rock salt, and 275 gallons of liquid calcium chloride on Village roadways with another 1.5 tons of material used to treat village sidewalks, ramps, and stairs. The cost for chemicals used was \$10,615.36 for rock salt, \$366.60 for bagged material, and \$401.50 for liquid calcium chloride for a total monthly chemical cost of \$11,383.46. These crews have logged approximately 51 overtime hours and 91 regular hours for snow removal operations. A comparison of time and materials related to snow and ice operations from this year to last year (through January 31) is as follows:

	<u>FY 2011-12</u>	<u>FY 2012-13</u>
Crews Dispatched	12	9
Regular hours	218	121.5
Overtime hours	460	71
Salt	433 tons	243 tons
Sand	77 tons	0 tons
Bagged Material	5.85 tons	2.5 tons
Liquid Calcium	1,400/gal	275/gal
Estimated Chemical Cost	\$38,854.31	\$16,579.20

All snow and ice removal equipment has been inspected and repaired after every snow event, and is considered to be in good working order. Public

Service crews also responded to and repaired 10 water main breaks during the month of January. These crews logged approximately 158 overtime hours to make these repairs to the water distribution system. The dates, locations, and pipe sizes of the water main breaks are as follows:

- 1/4/13 5622 S. Elm St. 6 inch cast iron main
- 1/5/13 427 N. Vine St. 8 inch cast iron main
- 1/8/13 Walnut St. & Oak St. 4 inch cast iron main
- 1/11/13 105 N. Grant St. 6 inch cast iron main
- 1/14/13 5507 S. Stough St. 6 inch cast iron main
- 1/14/13 427 E. First St. 4 inch cast iron main
- 1/15/13 540 W. Ogden Ave. 4 inch cast iron main
- 1/24/13 402 Warren Terrace 6 inch cast iron main
- 1/25/13 526 W. 58th Pl. 6 inch cast iron main
- 1/28/13 906 S. County Line Rd. 6 inch cast iron main

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

- The continuation of the small tree pruning program, with Village crews pruning 1060 trees with a diameter of 15 inches or less.
- The continuation of the tree pruning contract, with The Care of Trees pruning 401 parkway trees with a diameter of over 15 inches.
- Public Services staff has applied for an *Illinois Urban Forest Restoration Grant for the Emerald Ash Borer*.

- Public Services staff has reviewed and commented on eleven tree preservation plans submitted for building/demolition permits.
- Monitoring of sump pump discharge locations, which require maintenance to remove icing hazards on roadways. During January, crews used approximately 28 tons of salt and 86 man hours to salt and scrape the ice from various locations throughout town.
- The repair and replacement of worn wood on existing picnic tables.
- The selective pruning and debris removal of the shrubs along the west side of Jackson St. between Hinsdale Avenue and 4th St.
- The cleaning and repair as needed to garbage receptacles in the Business District.

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

PUBLIC SERVICE MONTHLY REPORT FOR JAN. 2013.00

ROADWAY

24.00 SIGNS
10.00 POSTS
6.00 SIGNS REPAIRED
5.50 TONS OF COLD MIX USED FOR POTHOLE
0.00 TONS OF HOT MIX
3.00 TONS OF GRAVEL FOR ALLEYS
0.00 WHITE PAINT
0.00 YELLOW PAINT
116.00 MAN HOURS BASIN TOP CLEANING
8.00 MAN HOURS ALLEY GRADING
0.00 MAN HOURS ALLEY TRIMMING
0.00 YARD OF CONCRETE

SNOW / ICE

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

TREE MAINT

1161.00 TREES TRIMMED BY VILLAGE STAFF
1.00 TREES REMOVED BY VILLAGE STAFF
0.00 ELM TREES DETECTED BY STAFF 27 Pub. 51 Private
0.00 ELM TREES REMOVED BY STAFF
0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS
0.00 TREE STUMPS REMOVED BY STAFF
0.00 TREES PLANTED
401.00 TREES TRIMMED BY CONTRACTOR
0.00 NON ELMS REMOVED BY CONTRACTOR
0.00 ELMS REMOVED BY CONTRACTOR
0.00 ASH TREES REMOVED DUE TO EAB 60 since Feb. 2011

EQUIP MAINT

11.00 SCHEDULED MAINT
29.00 UNSCHEDULED REPAIRS

WATER OPERATIONS

63419.00 GALLONS OF WATER PUMPED TO DISTRIBUTION SYSTEM
61176.00 PUMPED IN JANUARY 2012
275.00 FEET OF SEWER LINES CLEANED
2.00 SEWER BACKUP INVESTIGATIONS
0.00 BASINS REPAIRED
0.00 BASINS REBUILT
5.00 BASINS CLEAN FROM DEBRIS INSIDE
132.00 METER READINGS
0.00 WATER METERS REPAIRED
10.00 WATER METERS INSTALLED

- 0.00 HYDRANTS REPAIRED
- 3.00 HYDRANTS FLUSHED
- 10.00 WATER MAINS REPAIRED
- 0.00 SEWER SERVICE LOCATED
- 141.00 J U L I E LOCATE REQUEST
- 4.00 WATER CONNECT OR DISCONNECT INSPECTIONS
- 18.00 VALVES EXERCISED
- 1.00 VALVES REPAIRED
- 5.00 WATER METERS REMOVED
- 0.00 SEWER CONNECT INSPECTIONS
- 0.00 FOUNTAINS SERVICED

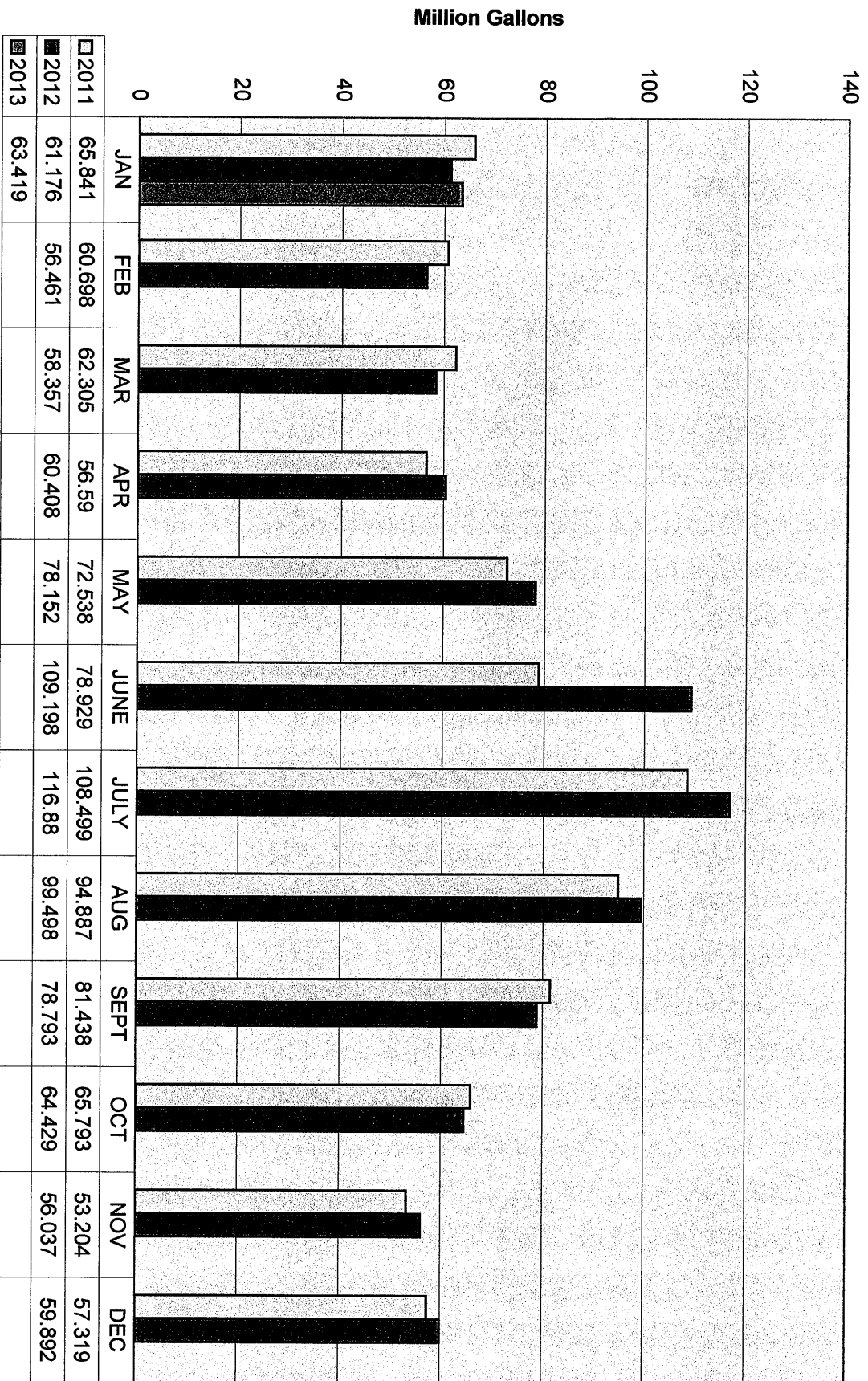
PARKS MAINTENANCE

Parks maintenance crews continued regular maintenance including debris removal and cleaning of bathroom facilities. The recycling containers positioned in the Business District have continued to be monitored for use and emptied as necessary. Crews pruned and cleaned debris underneath shrubs on Jackson Street along Rte. 83. Turf tractor bid 1531 was awarded to Burris Equipment. Crews refaced 10 worn picnic tables with new lumber, and will continue spot repairs as needed on remaining picnic tables. Staff attended a seminar held by the Illinois Association of Park Districts annual conference.

BUILDING MAINTENANCE

Building maintenance crews have been monitoring and servicing heating systems in all Village owned buildings as needed. Service calls for December include: installation of water fountain and cameras at the Police Station, boiler repair and heating pump repair at the Water Plant building, repair to air handlers and heating motors at KLM lodge, and cleaned sewer lines for the Memorial Hall basement toilets.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520

MONTHLY REPORT

Month: January, 2013

Day	Dist x1000	Finished Water				Air Temp Average	Total Precip
		Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average		
1	1904	0.91	0.03	1.10	43	20	0.00
2	1987	0.89	0.03	1.11	42	30	0.00
3	2049	0.88	0.03	1.09	42	35	0.00
4	2063				41		0.00
5	2071	0.90	0.03	1.11	41		0.00
6	2060				41		0.00
7	2010	0.89	0.03	1.10	41	41	0.00
8	2084	0.88	0.03	1.08	41	40	0.00
9	2001	0.91	0.03	1.10	41	42	0.00
10	1987	0.89	0.03	1.09	41	45	0.00
11	2079	0.87	0.03	1.08	41	50	0.00
12	1969	0.91	0.03	1.15	42	46	0.00
13	1868				42		0.00
14	2080	0.88	0.03	1.07	41	23	0.00
15	2105	0.94	0.03	1.09	41	30	0.00
16	2086	0.91	0.03	1.10	41	35	0.00
17	2067	0.90	0.03	1.09	40	32	0.00
18	2093	0.91	0.03	1.11	40	33	0.00
19	2084				40		0.00
20	1804	0.90	0.03	1.09	40	45	0.00
21	2025	0.88	0.03	1.02	40	12	0.00
22	2042	0.90	0.02	1.16	39	4	0.00
23	2172	0.92	0.03	1.20	39	17	0.00
24	2146	0.91	0.03	1.18	38	21	0.00
25	2117	0.90	0.03	1.07	38	30	0.00
26	2168	0.91	0.03	1.11	38	40	0.00
27	2048				38		0.00
28	2163	0.91	0.03	1.04	38	44	0.00
29	2054	0.79	0.03	1.23	39	48	0.00
30	1982	0.75	0.03	1.21	40	40	0.00
31	2051	0.60	0.01	1.15	39	17	0.00

Day	Dist x1000	Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)	Fluoride Avg (mg/l)	H ₂ O Temp Average	Air Temp Average	Total Precip
Sum:	63419						0.00
Avg:	2046	0.88	0.03	1.11	40	33	0.00
Max:	2172	0.94	0.03	1.23	43	50	0.00
Min:	1804	0.60	0.01	1.02	38	4	0.00

Reported By: Mark Pellowski

VILLAGE OF HINSDALE, PLANT REPORT

Month: January, 2013

Day	Flow		—CL ₂ Residual—		Turbidity Average (NTU)	Fluoride Average (ppm)	H ₂ O Temp Average (F)	Air Temp Average (F)	Total Precip (in)
	Valve 1 (kgal)	Valve 2 (kgal)	Analyzer (ppm)	Lab (ppm)					
1	0	1904	0.85	0.91	0.03	1.10	43	20	0.00
2	0	1987	0.82	0.89	0.03	1.11	42	30	0.00
3	0	2049	0.84	0.88	0.03	1.09	42	35	0.00
4	0	2063	0.83				41		0.00
5	0	2071	0.79	0.90	0.03	1.11	41		0.00
6	0	2060	0.79				41		0.00
7	0	2010	0.80	0.89	0.03	1.10	41	41	0.00
8	0	2084	0.80	0.88	0.03	1.08	41	40	0.00
9	0	2001	0.80	0.91	0.03	1.10	41	42	0.00
10	0	1987	0.77	0.89	0.03	1.09	41	45	0.00
11	0	2079	0.78	0.87	0.03	1.08	41	50	0.00
12	0	1969	0.80	0.91	0.03	1.15	42	46	0.00
13	0	1868	0.82				42		0.00
14	0	2080	0.81	0.88	0.03	1.07	41	23	0.00
15	0	2105	0.80	0.94	0.03	1.09	41	30	0.00
16	0	2086	0.80	0.91	0.03	1.10	41	35	0.00
17	0	2067	0.79	0.90	0.03	1.09	40	32	0.00
18	0	2093	0.79	0.91	0.03	1.11	40	33	0.00
19	0	2084	0.80				40		0.00
20	0	1804	0.79	0.90	0.03	1.09	40	45	0.00
21	0	2025	0.77	0.88	0.03	1.02	40	12	0.00
22	0	2042	0.76	0.90	0.02	1.16	39	4	0.00
23	0	2172	0.76	0.92	0.03	1.20	39	17	0.00
24	0	2146	0.72	0.91	0.03	1.18	38	21	0.00
25	0	2117	0.70	0.90	0.03	1.07	38	30	0.00
26	0	2168	0.67	0.91	0.03	1.11	38	40	0.00
27	0	2048	0.66				38		0.00
28	0	2163	0.65	0.91	0.03	1.04	38	44	0.00
29	0	2054	0.70	0.79	0.03	1.23	39	48	0.00
30	0	1982	0.74	0.75	0.03	1.21	40	40	0.00
31	0	2051	0.80	0.60	0.01	1.15	39	17	0.00
Sum:	0	63419							0.00
Avg:	0	2046	0.77	0.88	0.03	1.11	40	33	0.00
Max:	0	2172	0.85	0.94	0.03	1.23	43	50	0.00
Min:	0	1804	0.65	0.60	0.01	1.02	38	4	0.00

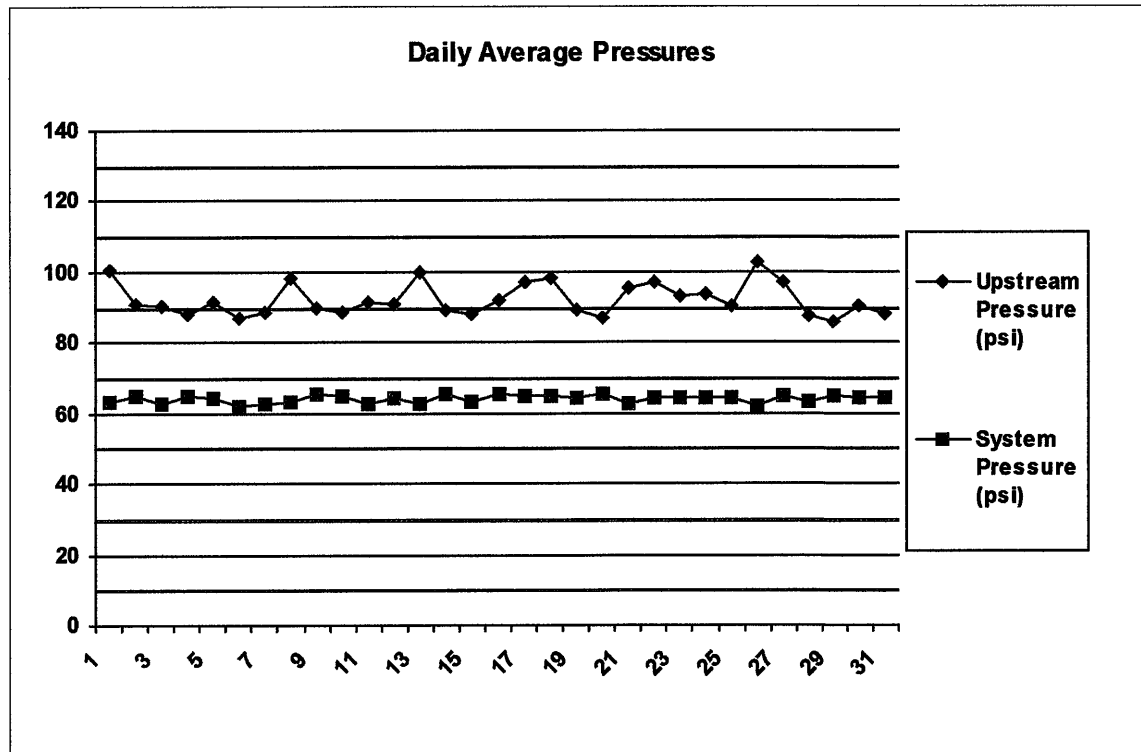
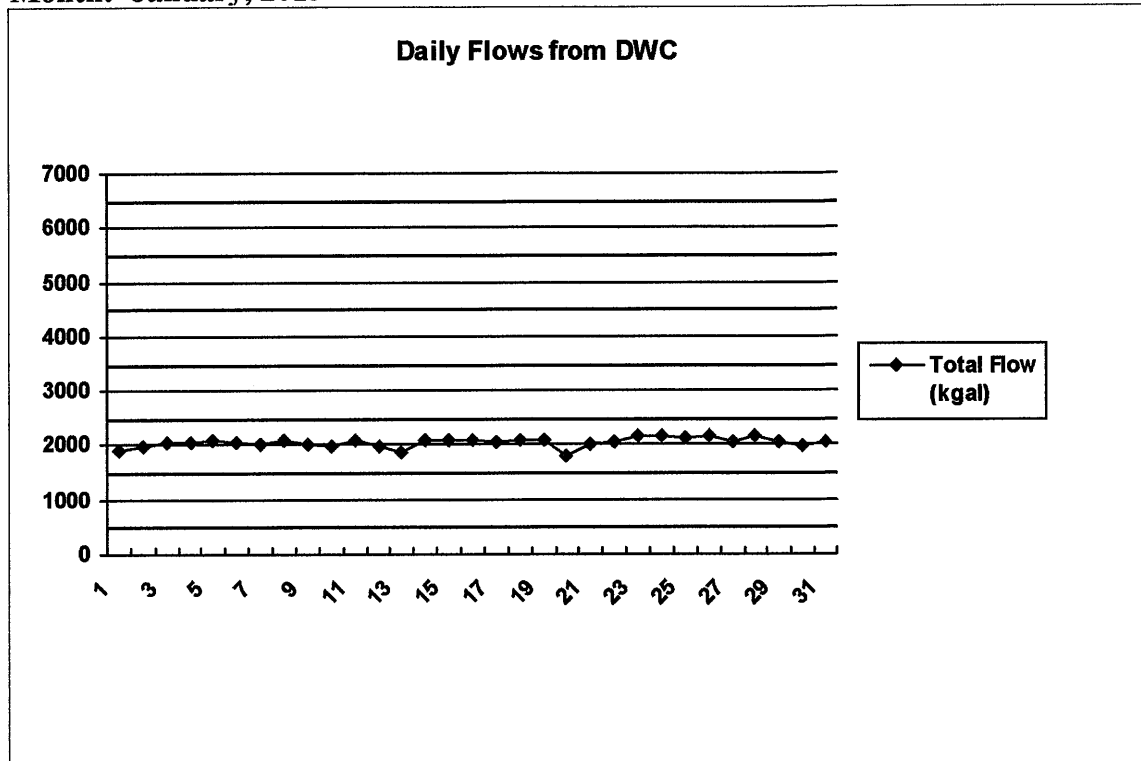
VILLAGE OF HINSDALE, PLANT REPORT

Month: January, 2013

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	1904	91.6	8.5	16.8	93.8	63.9	0.0	0.0	3.8
2	1987	91.0	8.3	16.6	95.7	63.7	0.0	0.0	4.5
3	2049	91.0	8.2	16.6	94.1	63.7	0.0	0.0	4.4
4	2063	91.0	7.9	16.5	93.0	63.8	0.0	0.0	5.1
5	2071	90.9	7.9	16.4	94.6	63.7	0.0	0.0	4.8
6	2060	91.1	8.3	16.7	92.9	63.9	0.0	0.0	4.3
7	2010	91.7	7.9	16.5	92.8	64.1	0.0	0.0	4.2
8	2084	91.1	7.9	16.5	93.4	63.9	0.0	0.0	4.6
9	2001	90.8	7.9	16.7	94.9	63.7	0.0	0.0	4.8
10	1987	91.3	7.4	16.4	95.0	63.9	0.0	0.0	4.6
11	2079	91.6	8.1	16.3	95.1	64.0	0.0	0.0	4.1
12	1969	91.6	8.5	16.8	94.6	64.0	0.0	0.0	4.1
13	1868	90.8	8.4	16.9	94.2	63.6	0.0	0.0	4.7
14	2080	91.1	6.9	16.1	93.8	64.0	0.0	0.0	4.9
15	2105	91.6	6.1	14.1	93.0	64.0	0.0	0.0	4.7
16	2086	91.2	6.0	12.9	95.6	63.8	0.0	0.0	4.2
17	2067	90.9	6.4	13.7	93.0	63.7	0.0	0.0	4.1
18	2093	91.9	7.0	14.3	93.4	64.1	0.0	0.0	3.7
19	2084	91.2	8.3	15.7	94.0	63.8	0.0	0.0	4.4
20	1804	92.0	8.9	16.6	94.2	64.2	0.0	0.0	4.1
21	2025	90.7	8.6	16.2	94.0	63.5	0.0	0.0	5.6
22	2042	90.7	7.4	14.8	94.4	63.6	0.0	0.0	4.6
23	2172	91.0	7.4	14.7	95.0	63.8	0.0	0.0	4.0
24	2146	90.8	7.5	15.0	92.9	63.7	0.0	0.0	4.2
25	2117	91.1	7.3	14.5	94.0	63.8	0.0	0.0	4.8
26	2168	90.8	7.7	15.3	93.7	63.7	0.0	0.0	4.5
27	2048	91.1	8.1	15.7	93.8	63.8	0.0	0.0	5.4
28	2163	91.1	7.7	15.2	95.0	64.0	0.0	0.0	6.5
29	2054	90.8	7.9	15.4	94.4	63.7	0.0	0.0	4.4
30	1982	91.0	8.1	15.8	93.8	63.7	0.0	0.0	4.3
31	2051	90.7	8.0	15.7	93.6	63.7	0.0	0.0	4.6
Sum:							0.0	0.0	141.0
Avg:							0.0	0.0	4.5
Max:							0.0	0.0	6.5
Min:							0.0	0.0	3.7

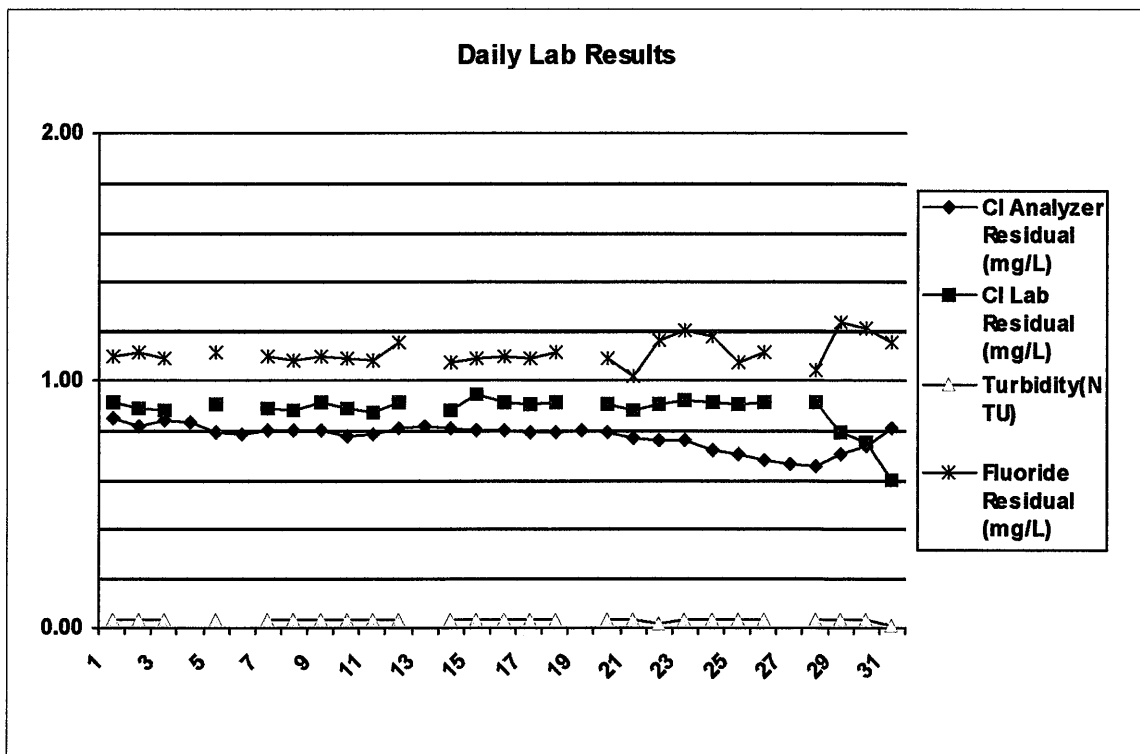
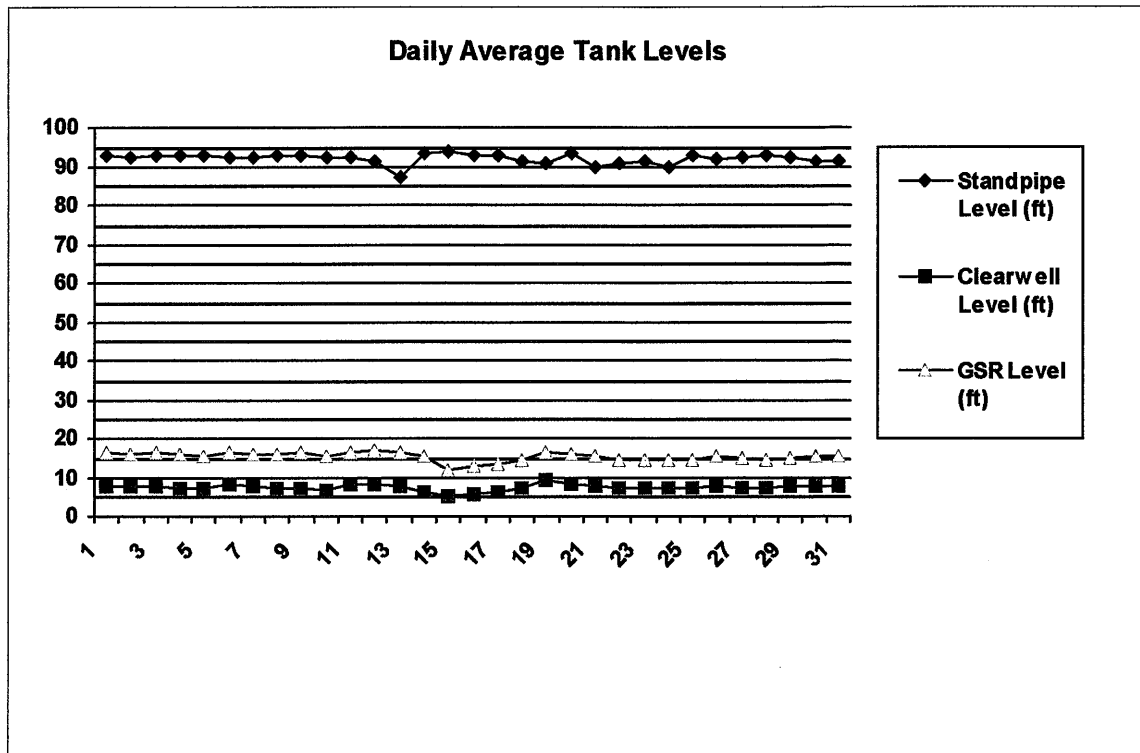
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: January, 2013



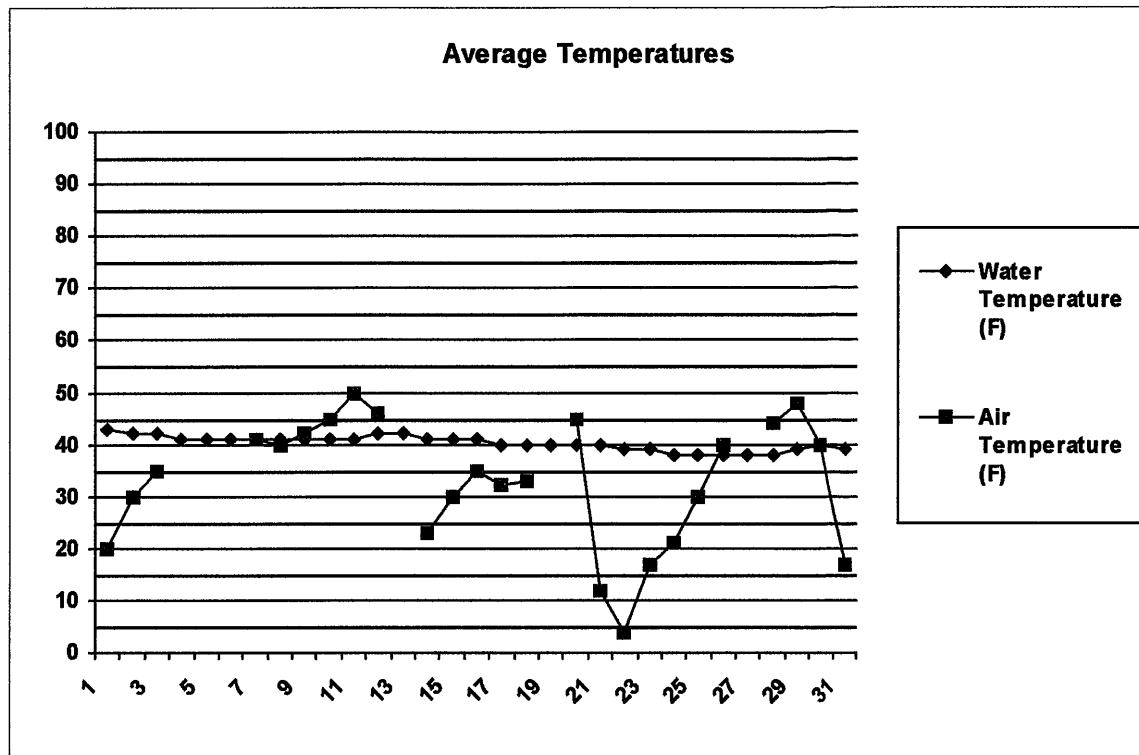
VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: January, 2013



VILLAGE OF HINSDALE, SYSTEM TRENDS

Month: January, 2013



High Service and Well Pump Maintenance

January 2013

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, and run for Bacteria Samples.

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

MONTHLY REPORT FOR January, 2013

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>26</u>
# of lab turbidities	<u>26</u>
# of lab pH	<u>26</u>
# of lab fluoride	<u>26</u>
# of precipitation readings	<u>0</u>
# of temperature readings(air)	<u>25</u>
# of temperature readings(water)	<u>31</u>
# of DBP samples	<u>16</u>
# of Pumps serviced	<u>8</u>
# of Sprinkling Violations	<u>0</u>
# of Special Well Samples	<u>72</u>

MEMORANDUM

TO: Chairman LaPlaca & EPS Committee
FROM: George Franco
DATE: February 4, 2013
SUBJECT: Decorative Recycling Containers Update

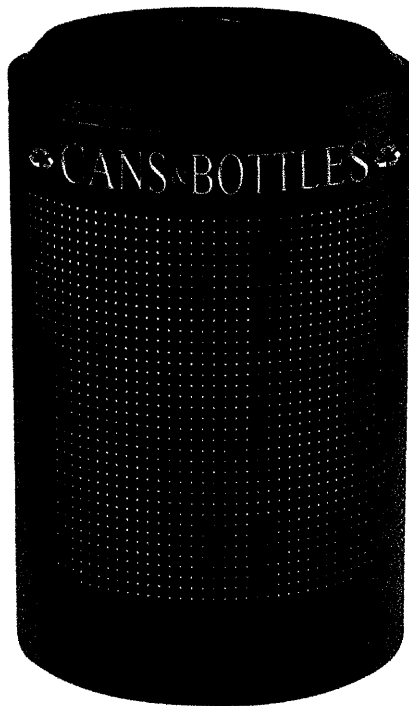
As discussed in the January EPS meeting staff continues to monitor the Business District recycling receptacles as well as explored permanent decorative container options if warranted by Committee. The locations below in **bold** represent the most effective use of the receptacles:

- **Brush Hill Station middle of platform**
- **Hinsdale Avenue and Garfield Street (southwest corner)**
- **Hinsdale Avenue and Washington Street (southeast corner)**
- **Washington Street and 1st Street (northwest corner)**
- Chicago Avenue and Lincoln Street (southwest corner)
- Burlington Park (southwest corner)
- Brush Hill Station east platform

The following pictures include pricing and picture of permanent decorative recycling containers for outdoor use to be reviewed by Committee. Staff respectfully requests input from Committee regarding the possible implementation of decorative recycling containers at designated areas within the Central Business District.

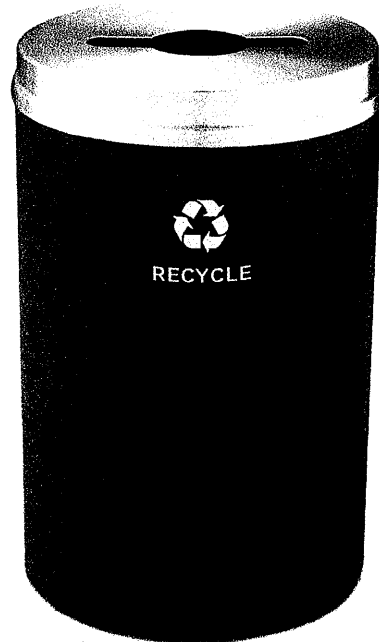
Type: Rubbermaid Commercial Steel 26-Gallon Silhouette Recycling

Cost: \$650.00 each



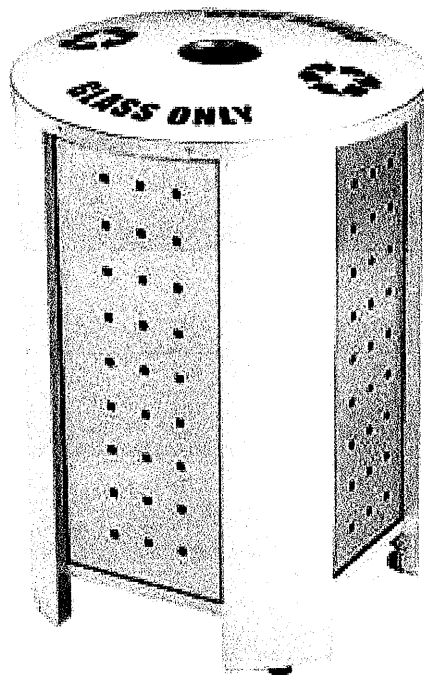
Type: 33 Gal. Powder Ct. Multi-purpose Opening Recycler (available in black)

Cost: \$600.00 each



Type: 40 Gallon Signature Receptacle with Recycler Top (available in black)

Cost: \$700.00 each



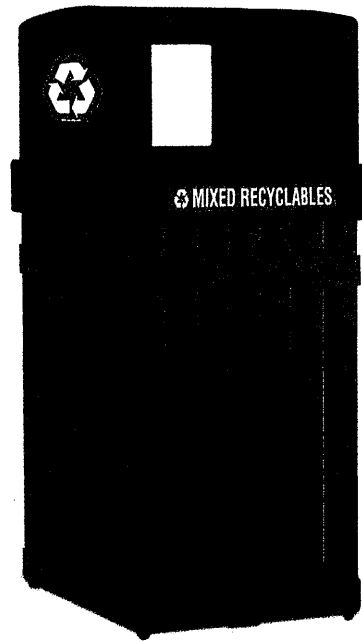
Type: 32 Gallon Dual Recycling Rendezvous Receptacle

Cost: \$950.00 each



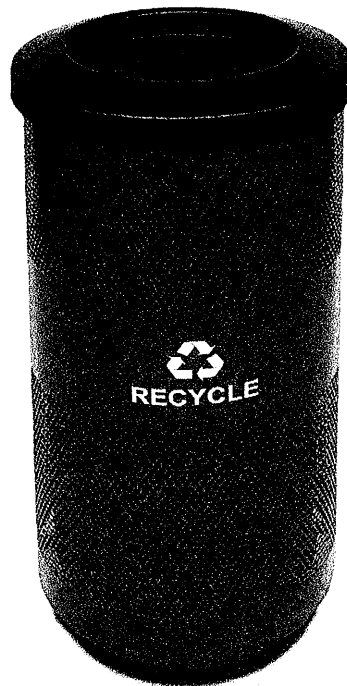
Type: 50 Gallon Steel Slat Recycle Receptacle

Cost: \$650.00 each



Type: 20 Gallon Recycling Receptacle

Cost: \$550.00



MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: SEASONAL HOLIDAY DECORATIONS
Date: 2/6/13

During the January EPS meeting, there was a discussion brought up by Village staff considering alternatives for the business district holiday decorations. Village staff decorates light poles, planting beds, containers, KLM lodge and the train station with fresh wreaths and garland during the holiday season, with decorations being out by the Thanksgiving holiday and being removed after the New Year's holiday. Over the past few seasons, the fresh cut greens have not withstood the duration of the holiday season. Village staff treats the greenery with anti-desiccant but warm dry weather has contributed to premature spoiling. The Village splits the decoration cost with the Chamber of Commerce. In 2012 the Village spent approximately \$3,600.00 after splitting costs with the Chamber of Commerce. One alternative to fresh cut greenery is artificial decorations. Artificial decorations are expected to last 4-8 years depending on exposure. Village Manager, David Cook, was recently at a trade show and has solicited pricing for the amount of decorations needed for the holiday season. The company, GKI lighting, has secured "*container*" pricing which will be available at Monday's meeting along with samples of wreaths and garland listed below-however need the order by the end of February. Village staff respectfully seeks direction from Committee regarding utilizing artificial decorations for the holiday season.

TOTAL PROPOSED ORDER

DESCRIPTION	QUANTITY	LOCATION
36" UNLIT WREATHS	365	BD POLES, DEPOT, MISC
30" UNLIT WREATHS	3	DEPOT
48" UNLIT WREATHS	13	KLM, MB, DEPOT
16' LENGTHS UNLIT GARLAND	194	BD POLES
UNLIT GARLAND	1720 FEET	BD BEDS, RAILS
36" LIT WREATHS	48	BD CORNERS
30" LIT WREATHS	18	BURLINGTON
48" LIT WREATHS	2	KLM
LIT GARLAND	50 FEET	KLM
50' UNLIT LENGTHS OF GARLAND	2	DEPOT

DISTRIBUTION LOCATIONS

LOCATION	QUANTITY	DESCRIPTION
BD LIGHT POLES	194	16' LENGTHS OF GARLAND
	340	36" UNLIT WREATHS
	48	36" LIT WREATHS
BURLINGTON PARK	18	30" LIT WREATHS
TRAIN DEPOT	3	30" UNLIT WREATHS
	17	36" UNLIT WREATHS
	5	48" UNLIT WREATHS
	2	50' LENGTHS OF UNLIT GARLAND
PIC AND MISC	220 FEET	GARLAND
KLM	1	48" UNLIT WREATHS
	2	48" LIT WREATHS
	1	50' LENGTH LIT GARLAND
WATER PLANT	2	36" UNLIT WREATHS
PD	2	36" UNLIT WREATHS
FD	2	36" UNLIT WREATHS
MB	7	48" UNLIT WREATHS
BD BEDS	1500 FEET	UNLIT GARLAND

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

MEMORANDUM

TO: Chairman LaPlaca and Dave Cook
FROM: Dan Deeter
DATE: February 11, 2013
RE: Engineering Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, three Engineering employees performed 153 site inspections for the month of December. The following capital improvement projects and engineering studies are underway.

Oak Street Bridge Replacement Engineering Phase I/Environmental Assessment

- | | |
|--|---------------------|
| • Final Public Meeting | 03/12/13 |
| • Mandatory public comment period. | 03/13-28/13 |
| • Summarize public meeting and comments into final report. | 04/01-05/13 |
| • Submit final project report into IDOT District 1 (early April) | 04/08/13 |
| • IDOT final review (<u>min</u> 30 days) | 04/08/13-05/08/13 |
| • Phase 1 Design approval. (IDOT/ICC/FHWA sign-offs) | Late May/Early June |

Oak Street Bridge Replacement Engineering Phase II/Design Engineering

- | | |
|---|--------------------------|
| • Issued Request for Qualifications letters to four consultants | 01/11/13 |
| • Received two statements of qualifications-HR Green & Rempe-Sharpe | 01/31/13 |
| • Staff evaluates qualifications of engineering consultants | 02/01/13-03/01/13 |
| • EPS discussion of staff recommendation for best qualified consultant | 03/11/13 |
| • Board of Trustees updated on recommended best qualified consultant | 03/19/13 |
| • Staff begins negotiations with best qualified consultant | 03/20/13-04/03/13 |
| • IDOT reviews, comments, & approves consultant's proposal(est. 30 day) | 04/04/13-05/02/13 |
| • EPS reviews and recommends design engineering contract | 05/13/13 |
| • Board of Trustees approves design engineering contract | 05/21/13 or 06/04/13 |
| ○ After Phase I design approval | |
| • Phase II Design begins | est: Jun 2013 – Aug 2014 |

Woodlands Green Infrastructure Improvements, Phase 1

- | | |
|--|-----------|
| • Construction Started | 06/29/12 |
| • Binder course paving was applied the week of | 11/09/12 |
| • Substantial completion | 12/15/12 |
| • Rain garden/bio-swale construction continues as weather permits. | |
| • Final Completion (plantings, surface course) | June 2013 |
| • As of 11/03/12, total construction change order to date: <u>±\$31,225</u> addition | |

2013 Resurfacing (N. CLR) and 2013 Reconstruction (W. Fourth Street)

- | | |
|---|---------------------|
| • Design Engineering & Permitting | May 2012 – Feb 2013 |
| • Construction Observation Services Awarded | February 2013 |
| • Construction bidding | March 2013 |
| • Construction Contract Awarded | April 2013 |
| • Construction Starts | May 2013 |

2014 Resurfacing (S. Adams), 2014 Reconstruction (Walnut St.), & Woodlands Phase 2

- | | |
|--|---------------------|
| • Design Engineering Proposal presented to EPS/BOT | February 2013 |
| • Design Engineering & Permitting | Mar 2013 – Jan 2014 |
| • Construction bidding | February 2014 |
| • Construction Contract Awarded | March 2014 |
| • Construction Starts | April 2014 |

Other Engineering Projects

IDOT will be resurfacing Illinois Route 83 from Knollwood Road to Illinois Route 56 (Butterfield Road). This improvement is tentatively scheduled for a March 8, 2013 letting with resurfacing beginning in Spring 2013. To facilitate traffic in the area, resurfacing operations will be done primarily at night between the hours of 8:00 PM to 5:00 AM Monday through Friday as well as the weekends (as necessary).

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Cc: President and Board of Trustees
Dave Cook

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

Date	Bar Screen Channel Down Stream (feet)	Overflow Height Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of water or water equivalent)
01/01/13	0.00		2.77	
01/02/13	0.00		3.17	
01/03/13	0.00		2.66	
01/04/13	0.00		2.32	
01/05/13	0.00		2.24	0.01
01/06/13	0.00		2.12	
01/07/13	0.01		2.43	
01/08/13	0.00		2.11	
01/09/13	0.00		2.27	0.42
01/10/13	0.00		2.39	0.21
01/11/13	0.15		4.28	
01/12/13	0.02		2.80	
01/13/13	0.00		3.06	
01/14/13	0.00		2.78	
01/15/13	0.00		1.99	0.01
01/16/13	0.00		2.05	
01/17/13	0.00		3.03	
01/18/13	0.00		2.88	
01/19/13	0.00		2.88	
01/20/13	0.00		1.99	
01/21/13	0.00		1.97	
01/22/13	0.00		2.87	
01/23/13	0.00		2.87	
01/24/12	0.00		2.88	
01/25/13	0.00		2.88	
01/26/13	0.00		1.92	
01/27/13	0.00		1.88	0.27
01/28/13	0.02		2.86	0.11
01/29/13	8.26	0.26	26.00	1.07
01/30/13	8.16	0.16	26.00	0.41
01/31/13	0.00		6.31	

Total Precipitation in January 2.51
Departure from Normal: 0.76

Notes:

1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and
2. Village rain gage is not operated through the winter months.
3. Rain data from Hinsdale Middle School Weather Station.

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

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$10,200,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$3,728,196
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing		\$311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Approved by DMMC	\$203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing	11/16/11 for FY 2017	\$293,442
DuPage Mayors & Managers	Surface Transportation Projects	N. Madison Resurfacing		\$317,765
DuPage Mayors & Managers	Surface Transportation Projects	S. Madison Resurfacing	Approved by DMMC	\$274,000
			12/04/12 for FY 2018	
Total				<u>\$24,464,021</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 2	Request submitted 12/14/12	\$750,000
Total				<u>\$5,645,000</u>

DATE: February 11, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Consent Agenda	ORIGINATING Community DEPARTMENT Development
ITEM Engineering Services for Construction Observation of the 2013 Road Resurfacing Project	APPROVAL Daniel M. Deeter Village Engineer

In May 2012, the Board of Trustees approved Rempe-Sharpe & Associates, Inc. to design the 2013 Road Resurfacing Project. This project includes infrastructure improvements for N. County Line Road and The Lane. The original Request for Proposals was sent to three engineering consultants – HR Green, J.J. Benes & Associates, and Rempe-Sharpe & Associates. All engineering consultants have demonstrated satisfactory performance, qualifications and have met the requirements of the RFP.


During January 2013, the Board of Trustees approved adding portions of the 2013 Maintenance Project to the 2013 Resurfacing Program. This includes resurfacing portions of Garfield, Minneolla, and Oak Streets.

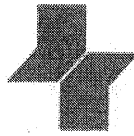
It has been the Village staff's preference to maintain the same consultant throughout the project (through design and construction) when possible. Considering their satisfactory performance during the design process, staff recommends using Rempe-Sharpe & Associates for the construction observation portion of the 2013 Road Resurfacing Project. Rempe-Sharpe & Associates has stated they will honor their original proposal for construction observation services with the addition of construction observation services for the additional 2013 Maintenance Project streets. The construction services costs are summarized below:

	Budget	Proposal
Construction	\$1,825,020	
Design Engineering	\$ 161,031	\$ 72,118.00
Construction Observation	<u>\$ 161,031</u>	<u>\$ 73,485.50</u>
Total Engineering	\$ 322,062	\$145,603.50

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

Motion: To Award the Engineering Services for Construction Observation of the 2013 Road Resurfacing Project to Rempe-Sharpe & Associates, Inc. in the Amount Not to Exceed \$73,485.50.

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



REMPE-SHARPE

& Associates, Inc.

Principals

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

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

CONSULTING ENGINEERS

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

January 28, 2013

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

Attn: Dan Deeter, P.E.
Village Engineer

Re: 2013 Reconstruction and Resurfacing Projects
Construction Phase Engineering Services

Dear Mr. Deeter,

Please find attached our Proposal for Construction Phase Engineering Services in support of the Village of Hinsdale's 2013 Reconstruction and Resurfacing Projects. The project limits are shown on the attached Plan sheets.

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

Our Scope of Consultant Services to be provided is itemized herein.

A. PROJECT SCOPE OF PROFESSIONAL SERVICES - 2013 CONSTRUCTION PHASE

1. Rempe-Sharpe will coordinate the design with public and private utilities.
2. Rempe-Sharpe acknowledges the Village's schedule for construction of the 2013 project:
 - a. Construction Begins April 2013
 - b. Construction Ends November 2013
3. Rempe-Sharpe will provide bidding services including preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received and verification of bid documents.

4. Rempe-Sharpe will provide a Resident Engineer for the duration of the projects in 2013. The Resident Engineer responsibilities includes:
 - a. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
 - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.
 - c. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Rempe-Sharpe resident engineer will advise the Village of any changes or conditions that impact the project in a timely manner.
 - d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
 - e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
 - f. Daily review traffic control items and erosion control plan implementation / maintenance.
 - g. Alert the contractor's field superintendent when unapproved materials or equipment are being used and advise the Village of such occurrences.
 - h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals.
 - i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
 - j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle paperwork associated with appropriated funds, and all paperwork to close-out the project.
 - k. Contractor to provide a complete set of record drawings.

5. Rempe-Sharpe will inform the Village of any perceived changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.

Our not-to-exceed fee for Design, Borings, Materials testing and Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed

2013 RESURFACING

Construction Phase Engineering.....	\$ 66,353.75
Material Testing.....	\$ 1,793.70
Travel, Prints, Miscellaneous Expenses.....	<u>\$ 5,338.05</u>

TOTAL RESURFACING PROJECT NOT TO EXCEED.....\$ 73,485.50

2013 RECONSTRUCTION

Construction Phase Engineering.....	\$101,693.46
Material Testing.....	\$ 4,449.00
Travel, Prints, Miscellaneous Expenses.....	<u>\$ 6,296.22</u>

TOTAL RECONSTRUCTION PROJECT NOT TO EXCEED..\$112,438.69

Hinsdale's financing source for the 2013 Reconstruction and Resurfacing Projects has been verified to be general revenue, and will not utilize MFT funding.

B. EXCLUSIONS

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), Q/A materials testing to be 20% frequency as noted, as-Built information to be provided by Contractor for plot by Engineer.

C. ADDITIONAL SERVICES

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

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his actual costs and expenses. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

D. DEFINITION OF DIRECT PROJECT EXPENSES

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

E. PERIOD OF SERVICE

Construction Engineering Scope Begins	March 1, 2013
Construction Engineering Scope Ends	December 31, 2013

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project.

F. OWNER'S RESPONSIBILITIES

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

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

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

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2013 Reconstruction and Resurfacing Projects progresses.

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

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

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

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

G. TERMINATION

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

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

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

2. CONTROLLING LAW

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

3. SUCCESSORS AND ASSIGNS

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

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

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

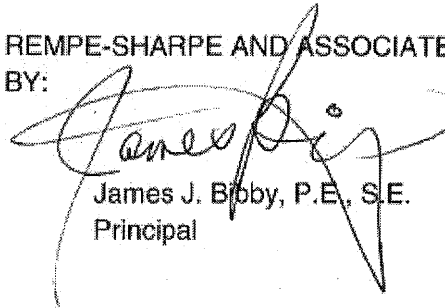
2013 Reconstruction and Resurfacing Projects-Construction Phase
January 28, 2013
Page 7 of 8

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until March 22, 2013.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.

BY:



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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Construction Phase Engineering Services and Fees relative to the Hinsdale 2013 Reconstruction and Resurfacing Projects is hereby accepted and Rempe-Sharpe is authorized to proceed with bid phase and construction phase assistance.

Signed this _____ day of _____, 2013

By: _____
Mr. Dan Deeter, P.E. Date

Attest: _____
Date

EXHIBIT "A"

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

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2013 TO DECEMBER 31, 2013**

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$125.00/HR
PROJECT ENGINEER	\$90.00/HR
DESIGN/CONSTRUCTION ENGINEER	\$83.25/HR
DESIGN TECH (GRADE 1)	\$80.50/HR
SURVEY 2-MAN CREW	\$112.00/HR
CLERK TYPIST	\$40.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

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


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

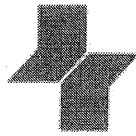
A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

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

DATE: February 11, 2013

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community																	
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development																	
ITEM Engineering Services for Construction Observation of the 2013 Road Reconstruction Project		APPROVAL Daniel M. Deeter Village Engineer																	
<p>In May 2012, the Board of Trustees approved Rempe-Sharpe & Associates, Inc. to design the 2013 Road Reconstruction Project. This project includes infrastructure improvements for W. Fourth Street and other streets. The original Request for Proposals was sent to three engineering consultants – HR Green, J.J. Benes & Associates, and Rempe-Sharpe & Associates. All engineering consultants have demonstrated satisfactory performance, qualifications and have met the requirements of the RFP.</p> <p>During January 2013, the Board of Trustees approved adding portions of the 2013 Maintenance Project to the 2013 Resurfacing Program. This includes resurfacing portions of Oak, Park, Sixth, and Third Streets.</p> <p>It has been the Village staff's preference to maintain the same consultant throughout the project (through design and construction) when possible. Considering their satisfactory performance during the design process, staff recommends using Rempe-Sharpe & Associates for the construction observation portion of the 2013 Road Reconstruction Project. Rempe-Sharpe & Associates has stated they will honor their original proposal for construction observation services with the addition of construction observation services for the additional 2013 Maintenance Project streets. The construction services costs are summarized below:</p> <table><thead><tr><th></th><th>Budget</th><th>Proposal</th></tr></thead><tbody><tr><td>Construction</td><td>\$3,833,807</td><td></td></tr><tr><td>Design Engineering</td><td>\$ 338,277</td><td>\$121,879.00</td></tr><tr><td>Construction Observation</td><td>\$ 338,277</td><td>\$112,438.69</td></tr><tr><td>Total Engineering</td><td>\$ 676,554</td><td>\$234,317.69</td></tr></tbody></table> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for Construction Observation of the 2013 Road Reconstruction Project to Rempe-Sharpe & Associates, Inc. in the Amount Not to Exceed \$112,438.69.</p>						Budget	Proposal	Construction	\$3,833,807		Design Engineering	\$ 338,277	\$121,879.00	Construction Observation	\$ 338,277	\$112,438.69	Total Engineering	\$ 676,554	\$234,317.69
	Budget	Proposal																	
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Construction Observation	\$ 338,277	\$112,438.69																	
Total Engineering	\$ 676,554	\$234,317.69																	
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 															
COMMITTEE ACTION:																			
BOARD ACTION:																			



REMPE-SHARPE

& Associates, Inc.

Principals

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

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

CONSULTING ENGINEERS

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

January 28, 2013

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

Attn: Dan Deeter, P.E.
Village Engineer

Re: 2013 Reconstruction and Resurfacing Projects
Construction Phase Engineering Services

Dear Mr. Deeter,

Please find attached our Proposal for Construction Phase Engineering Services in support of the Village of Hinsdale's 2013 Reconstruction and Resurfacing Projects. The project limits are shown on the attached Plan sheets.

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

Our Scope of Consultant Services to be provided is itemized herein.

A. PROJECT SCOPE OF PROFESSIONAL SERVICES – 2013 CONSTRUCTION PHASE

1. Rempe-Sharpe will coordinate the design with public and private utilities.
2. Rempe-Sharpe acknowledges the Village's schedule for construction of the 2013 project:
 - a. Construction Begins April 2013
 - b. Construction Ends November 2013
3. Rempe-Sharpe will provide bidding services including preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received and verification of bid documents.

4. Rempe-Sharpe will provide a Resident Engineer for the duration of the projects in 2013. The Resident Engineer responsibilities includes:
 - a. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
 - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.
 - c. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Rempe-Sharpe resident engineer will advise the Village of any changes or conditions that impact the project in a timely manner.
 - d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
 - e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
 - f. Daily review traffic control items and erosion control plan implementation / maintenance.
 - g. Alert the contractor's field superintendent when unapproved materials or equipment are being used and advise the Village of such occurrences.
 - h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals.
 - i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
 - j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle paperwork associated with appropriated funds, and all paperwork to close-out the project.
 - k. Contractor to provide a complete set of record drawings.

5. Rempe-Sharpe will inform the Village of any perceived changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.

Our not-to-exceed fee for Design, Borings, Materials testing and Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed

2013 RESURFACING

Construction Phase Engineering.....	\$ 66,353.75
Material Testing.....	\$ 1,793.70
Travel, Prints, Miscellaneous Expenses.....	<u>\$ 5,338.05</u>

TOTAL RESURFACING PROJECT NOT TO EXCEED.....\$ 73,485.50

2013 RECONSTRUCTION

Construction Phase Engineering.....	\$101,693.46
Material Testing.....	\$ 4,449.00
Travel, Prints, Miscellaneous Expenses.....	<u>\$ 6,296.22</u>

TOTAL RECONSTRUCTION PROJECT NOT TO EXCEED..\$112,438.69

Hinsdale's financing source for the 2013 Reconstruction and Resurfacing Projects has been verified to be general revenue, and will not utilize MFT funding.

B. EXCLUSIONS

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), Q/A materials testing to be 20% frequency as noted, as-Built information to be provided by Contractor for plot by Engineer.

C. ADDITIONAL SERVICES

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

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his actual costs and expenses. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

D. DEFINITION OF DIRECT PROJECT EXPENSES

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

E. PERIOD OF SERVICE

Construction Engineering Scope Begins	March 1, 2013
Construction Engineering Scope Ends	December 31, 2013

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project.

F. OWNER'S RESPONSIBILITIES

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

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

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

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2013 Reconstruction and Resurfacing Projects progresses.

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

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

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

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

G. TERMINATION

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

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

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

2. CONTROLLING LAW

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

3. SUCCESSORS AND ASSIGNS

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

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

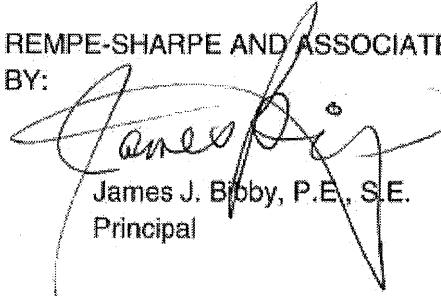
Village of Hinsdale
Attn: Mr. Dan Deeter, P.E.

2013 Reconstruction and Resurfacing Projects-Construction Phase
January 28, 2013
Page 7 of 8

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until March 22, 2013.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.
BY:



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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Construction Phase Engineering Services and Fees relative to the Hinsdale 2013 Reconstruction and Resurfacing Projects is hereby accepted and Rempe-Sharpe is authorized to proceed with bid phase and construction phase assistance.

Signed this _____ day of _____, 2013

By: _____
Mr. Dan Deeter, P.E. Date

Attest: _____
Date

EXHIBIT "A"

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

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2013 TO DECEMBER 31, 2013**

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$125.00/HR
PROJECT ENGINEER	\$90.00/HR
DESIGN/CONSTRUCTION ENGINEER	\$83.25/HR
DESIGN TECH (GRADE 1)	\$80.50/HR
SURVEY 2-MAN CREW	\$112.00/HR
CLERK TYPIST	\$40.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

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


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

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

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

DATE: February 11, 2013

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING																										
SECTION NUMBER Board of Trustees Item		DEPARTMENT Community Development																										
ITEM 2014 Resurfacing Program Design Engineering S. Adams Street & Various Streets		APPROVAL Daniel M. Deeter Village Engineer																										
<p>On 12/14/12, Request For Proposals (RFP) for phase 2 (design) services for the 2014 Road Resurfacing Project (S. Adams Street and others) were sent to three engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 01/21/13 and the received proposals were evaluated against the RFP requirements.</p> <p>The three engineering consultants were asked to provide proposals for design and construction observation services. These consultants are HR Green, Inc.; James J. Benes & Associates, Inc.; and Rempe-Sharpe & Associates, Inc. Their proposals are attached. After reviewing the proposals, staff is recommending James J. Benes & Associates, Inc. to provide the Phase 2 (design) services. Design services are budgeted for \$130,084. Total engineering services are budgeted at \$260,167.</p> <p>Per the Master Infrastructure plan, the streets to be improved include:</p> <table><tr><td>• S. Adams Street</td><td>Fourth Street</td><td>to</td><td>Eighth Street</td></tr><tr><td>• Bodin Street</td><td>Ninth Street</td><td>to</td><td>South End</td></tr><tr><td>• E. Maple Street</td><td>Garfield Street</td><td>to</td><td>Park Avenue</td></tr><tr><td>• S. Monroe Street</td><td>Seventh Street</td><td>to</td><td>55th Street</td></tr><tr><td>• W. Seventh Street</td><td>Monroe Street</td><td>to</td><td>Madison Street</td></tr><tr><td>• W. Sixth Street</td><td>Bodin Street</td><td>to</td><td>Monroe Street</td></tr></table> <p>The design phase is anticipated to occur from February 2013 – March 2014. Construction will begin Spring 2014.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for the Design of the 2014 Road Resurfacing Project to James J. Benes & Associates, Inc. in the Amount Not to Exceed \$44,189.00.</p>					• S. Adams Street	Fourth Street	to	Eighth Street	• Bodin Street	Ninth Street	to	South End	• E. Maple Street	Garfield Street	to	Park Avenue	• S. Monroe Street	Seventh Street	to	55 th Street	• W. Seventh Street	Monroe Street	to	Madison Street	• W. Sixth Street	Bodin Street	to	Monroe Street
• S. Adams Street	Fourth Street	to	Eighth Street																									
• Bodin Street	Ninth Street	to	South End																									
• E. Maple Street	Garfield Street	to	Park Avenue																									
• S. Monroe Street	Seventh Street	to	55 th Street																									
• W. Seventh Street	Monroe Street	to	Madison Street																									
• W. Sixth Street	Bodin Street	to	Monroe Street																									
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 																								
COMMITTEE ACTION:																												
BOARD ACTION:																												

2014 Resurfacing Project
Major Street: S. Adams Street)
Hinsdale, IL

RFP notice sent 12/14/12
Proposals Due: 01/21/13

	HR Green	J.J. Benes	Rempe-Sharpe
Topographic Survey	\$ 10,636.50	\$ 4,094.00	\$ 10,764.00
Design, Construction & Bid Document Prep	\$ 29,594.00	\$ 27,184.00	\$ 127,881.00
Soil Borings (8 each)	\$ 13,800.00	\$ 6,000.00	\$ 5,000.00
Televising Sewer (1,550 LF)	\$ 1,050.00	\$ 896.00	\$ 6,981.00
Quantities & Cost Estimates		\$ 2,873.00	\$ 1,856.00
Meetings	\$ 1,730.50	\$ 3,442.00	
<u>Design Total</u>	<u>\$ 56,811.00</u>	<u>\$ 44,489.00</u>	<u>\$ 152,482.00</u>
Construction Observation	\$ 82,019.00	\$ 63,714.00	\$ 115,493.75
Material Testing	\$ 1,340.00	\$ 3,500.00	\$ 3,740.00
Meetings	\$ 2,833.50	\$ 761.00	\$ 5,610.00
Record Drawings	\$ 6,055.50	\$ 5,994.00	\$ 7,480.00
<u>Construction Observation Total</u>	<u>\$ 92,248.00</u>	<u>\$ 73,969.00</u>	<u>\$ 132,323.75</u>
Total Cost	\$ 149,059.00	\$ 118,458.00	\$ 284,805.75

Phase III (Construction Observation) (continued)

Review erosion/sediment control

Complete payment estimates

Complete change orders

Construction meetings

Weekly reports

Material Testing

Record Drawings

Administration/Coordination

Project close out

Record drawings (autocad)

Project files (job boxes)

HR Green

J.J. Benes

Rempe-Sharpe

Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Two	Two	Two
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes

Consulting Firm complies with

Illinois Fair Employment Practices Commission's

Rules and Regulations

Americans with Disabilities Act of 1990

Public Act 87-1257 regarding sexual harassment

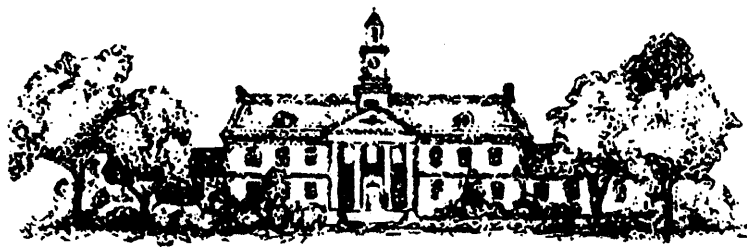
OSHA rules and regulations

Federal Drug Free Work Place Act

Yes	Yes	Yes
	Yes	Yes
Yes		
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes

Design / Construction Engineering Agreement

*Village of Hinsdale
2014 Resurfacing Project*



**VILLAGE
OF HINSDALE**

Submitted to:
*The Village of
Hinsdale
Du Page County, Illinois*

Submitted by:
James J. Benes and Associates, Inc.

January 18, 2013



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

January 18, 2013

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

Re: 2014 Resurfacing Project

Dear Dan:

James J. Benes and Associates, Inc. appreciates the opportunity to submit this Proposal to provide design and construction engineering services for the Village's 2014 Resurfacing Project. We have provided similar services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. The following sections outline our understanding of the scope of improvement and the specific engineering services to be provided. The "Compensation" section and attached "Estimate of Manhours and Costs" present the estimated manhours and costs and not-to-exceed cost to complete the specified services. An initial Project Schedule is also attached.

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

UNDERSTANDING OF PROJECT

The Village of Hinsdale's 2014 Resurfacing Program will include the following elements:

2" HMA Surface R & R

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Adams Street	Fourth St	Eighth St.	1965'
Sixth Street	Bodin St.	Monroe St.	328'
Maple Street	Garfield St.	Park Ave.	646'
Monroe Street	Seventh St.	Eighth St.	653'
Seventh Street	Monroe St.	Madison St.	623'
Bodin Street	Ninth St.	south end.	490'

Water Main Replacement

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Monroe Street	Ninth St.	55th St.	700'
Seventh Street	Monroe St.	Madison St.	623'
Bodin Street	Ninth St.	south end	550'

Storm sewer Separation

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Adams Street	Fourth St.	Eighth St.	1398'
Sixth Street	Bodin St.	Monroe St.	328'
Maple Street	Garfield St.	Park Ave..	50'
n-s alley 400 bl	Adams St	Bodin St.	50'

<u>Street</u>	<u>Sanitary sewer Replacement or Line</u>		<u>Length</u>
	<u>From</u>	<u>To</u>	
Maple Street	Garfield St.	Park Ave..	646'
Adams Street	Eighth St.	Eighth St.	50'

The improvements will be constructed during the 2014 construction season.

The Village desires professional engineering services to perform design, construction and feasibility services including survey, preparation of plans and specifications, permitting, bidding services, construction observation, and final construction documentation. The specific services to be provided are outlined in the Project Approach section of the Proposal.

PROJECT APPROACH

The scopes of the services are based on the Request for Proposals (RFP) dated December 14, 2012. Design engineering shall be in accordance with MFT guidelines and shall generally consist of Data Collection, Final Design and Document Preparation, and Coordination. The specific tasks associated with each of these phases are outlined below.

Construction engineering shall meet Village requirements.

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

DESIGN ENGINEERING SERVICES

A. Data Collection

1. We anticipate a kick-off meeting at the onset of the project to review the goals and schedule and to obtain background data. Plans, atlases, aerial photography, standard details, and specifications will be obtained.
2. For locations of water main replacement and storm sewer installation and sanitary sewer replacement, field surveys will be performed as needed to supplement information shown on existing engineering plans and aerial photography. The sizes and inverts of all sewers will be established. The survey will use the Hinsdale datum.
3. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement. The criteria for curb and sidewalk replacement and structure repairs will be coordinated with the Village prior to the reconnaissance. Aerials or existing engineering plans will be used as the base plan sheets for the streets without water main improvements. Street lengths, pavement widths, locations of utility structures, pavement patching, lengths of curb and gutter removal and replacement, and areas of ADA sidewalk repair will be obtained. Existing engineering plan sheets, where available, will be used for street lengths and pavement widths.
4. Utility information will be gathered from the utility companies.
5. Soil borings and soil sampling for CCDD documentation will be performed for the proposed water main replacement improvements. This work will be subcontracted to a geotechnical engineering consultant. Per the RFP, **a minimum of 11** soil borings/samplings are assumed.

6. Video tape inspections will be performed of existing sanitary sewers at the locations identified in the "Understanding of Project." This work will be subcontracted to a pipe inspection contractor. The video tapes and report will be reviewed.

B. Final Design and Document Preparation

1. Perform final design and prepare the following plan sheets:
 - a. Title Sheet
 - b. General Notes
 - c. Summary of Quantities
 - d. Typical Sections
 - e. Traffic Control Plans
 - f. Resurfacing Plan Sheets (using aerial base sheets)
 - g. Water Main Plan & Profile Sheets (using survey base sheets)
 - h. Sewer Plan Sheets & Schedules (using survey base sheets)
 - i. Construction Details
2. Prepare street by street estimate of cost.
3. Prepare technical specifications and special provisions using IDOT MFT and Village policies and procedures. The special provisions will reference the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water and Sewer Main Construction in Illinois.
4. Prepare bidding and contract documents will be prepared using Village and IDOT MFT policies and procedures.

C. Coordination

1. Plans, special provisions and cost estimates will be submitted to the Village. Meetings will be held, as needed, with the Village and DuPage DOT to discuss review comments.
2. Plans, special provisions, and a permit application will be submitted to the IEPA and DuPage County DOT for the proposed water main improvements. Plans and Specifications will be submitted to the Flagg Creek WRD.
3. We will advertise for Bids in Dodge Reports, Construction Market Data and other established construction advertising services; attend the bid opening; prepare a bid tabulation; and prepare correspondence for award of contract.

CONSTRUCTION ENGINEERING SERVICES

1. We will attend the pre-construction meeting with the Village and Contractor to review the project requirements, scheduling, sub-contractors, and other matters associated with the construction of the project. Electronic copies of the construction documents will be provided to the Village and contractor for use during construction of the improvement.
2. We will establish the limits of construction and will check the Contractor's layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines.
The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
 - Expediting the work for the Contractor.
 - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
 5. Quality assurance testing and management will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted.
 6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.
 7. Prepare and provide as-built plans in autocad format and all design and construction files after project completion.

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed costs for the 2014 Resurfacing Project are as follows:**

Design Engineering	\$ 44,489
Construction Engineering	<u>\$ 73,969</u>
Total Not-To-Exceed Cost	\$ 118,458

The not-to-exceed costs are based on the "Estimates of Manhours and Costs" that are attached to and made part of the proposal. Also attached is a Project Schedule for completion of the tasks listed in the Project Approach.

COMPLIANCE WITH RULES AND REGULATION

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

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

by: Jeffery C. Ziegler
Vice President

APPENDIX A

ESTIMATE OF MANHOURS AND COSTS
VILLAGE OF HINSDALE
2014 RESURFACING PROJECT (S. Adams Street)

PHASE II ENGINEERING

CATEGORY OF SERVICE	PRINC.	SR. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	I H DIRECT COST	SERVICES BY OTHERS	TOTAL COST
PHASE 2 ENGINEERING								
A. DATA COLLECTION								
1. Kickoff Meeting	2	4	4	0	10			\$1,165
2. Previous Studies, Plans and Data	0	4	0	0	4			\$467
3. Field Recon. w/ staff	0	4	4	0	8			\$848
4. Utility Coordination	0	0	2	1	3			\$252
5. BNSF/Metra Coordination	0	0	0	0	0			\$0
6. Flood Plain Information	0	0	1	0	1			\$97
	2	12	11	1				
B. FIELD SURVEYS (not incl. RR Prot Liab and Flagmen)	0	0	2	64	66			\$4,094
	0	0	2	64				
C. ENVIRONMENTAL ANALYSES								
1. Prepare & Submit Environmental Survey Request	0	0	0	0	0			\$0
2. Sewer Clean and Televis	0	0	0	0	0		\$896	\$896
3. Special Waste Screening/PESA Coordination (Env)	1	0	0	0	1		\$2,300	\$2,458
	1	0	0	0				
D. SOILS AND GEOTECHNICAL								
1. Negotiate Subcontract (Geo)	0	0	0	0	0		\$4,000	\$4,000
2. Analyze Soils Report	0	0	1	0	1			\$97
3. Structure Evaluation	0	0	1	0	1			\$97
	0	0	2	0				
E. FINAL DESIGN								
1. Survey Clean-up & Base Sheets	0	0	2	32	34			\$2,142
2. TIN Model	0	0	2	4	6			\$435
3. Base Plan Sheets	0	0	0	48	48			\$2,926
4. Horizontal Alignment, Geometrics & plot exist. X-Sections	0	0	0	8	8			\$489
5. Establish Proposed Profile/X-Sect. & ROW Analysis	0	0	8	2	10			\$886
6. Typical Sections	0	0	4	12	16			\$1,114
7. Storm Drainage Analysis and Options	0	2	20	16	38			\$3,120
8. Comp Storage and Stormwater Volume Mitigation	0	0	0	16	16			\$975
9. Traffic Control and Staging Plan	0	12	0	4	16			\$1,646
10. Standard and Construction Details	0	0	8	8	16			\$1,251
11. Quantities and Cost Estimate	1	0	8	32	41			\$2,873
12. QC/QA Plan and Estimate Review	0	0	4	8	12			\$870
	1	14	56	190				
F. COORDINATION								
1. Metra/BNSF	0	0	0	0	0			\$0
2. Village Engineering and Public Works	2	8	4	0	14			\$1,632
3. Misc. Phone, E-mail & Written Coord. w/Vill., DC	2	0	8	0	10			\$1,082
	4	8	12	0				
G. CONTRACT DOCUMENTS								
1. Develop Special Provisions	2	0	8	0	10			\$1,082
2. Prepare MFT Contract Specifications	0	0	8	4	12			\$1,007
3. QC/QA Review	2	4	0	0	6			\$784
	0	0	0	0	0			\$0
	4	4	16	4				
H. PUBLIC INVOLVEMENT								
1. Village Board or Committee Meeting	6	0	4	2	12			\$1,455
2. Other Public Informational Meetings	2	0	4	2	8			\$822
	8	0	8	4				
I. BIDDING AND COORDINATION								
1. Notice to Bidders	0	2	0	0	2	\$800		\$1,150
2. Pre Bid Meeting and Bid Opening	2	4	8	12	26			\$2,279
	2	6	8	12				
TOTAL ALL PHASE II ITEMS								
	22	44	115	275	456	\$800	\$7,196	\$44,489

ESTIMATE OF MANHOURS AND COSTS
VILLAGE OF HINSDALE
Proposed 2014 Resurfacing Project - S. Adams St.

CATEGORY OF SERVICE	PRINC.	S.R. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	SERVICES BY OTHERS	TOTAL COST
PHASE 3 CONSTRUCTION ENGINEERING							
A. DATA COLLECTION							
1. Pre Construction Conference	2	0	6	0	8		\$761
2. Construction Layout	0	0	0	16	16		\$937
3. Shop Drawings	0	0	4	0	4		\$304
4. Inspection, Payouts and Change Orders (95 wd)	3	0	760	32	795	\$3,500	\$63,655
5. Punchlist	2	0	8	24	34		\$2,318
6. Final Inspection and Documents	0	0	48	40	88		\$5,994
	7	0	826	112			
TOTAL ALL PHASE 3 ITEMS							
	7	0	826	112	945	\$3,500	\$73,969

PROJECT SCHEDULE
VILLAGE OF HINSDALE
2014 RESURFACING PROJECT

Months	2013												2014											
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	
Data Collection			XXXX																					
Final Design				XXXXX	XXX																			
Plan Preparation					XXXX	XXXX	XXXXX	XX																
Document Preparation							XX	XX																
Village Review						RR	RR	RR																
IEPA Permitting FCWRD Permitting								RRRR	RRRR															
Bidding									XX			XX	XX	XX										
Construction (85 Working Days)																XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX		

PROJECT EXPERIENCE

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

Project / Client	(1400) 2012 Resurfacing / Village of Western Springs
Scope of Work / (Contractor) / Client POC	Design, Field inspection and construction management for the resurfacing of 0.75 miles of bituminous streets in southeast Western Springs. Village of Western Springs – Matt Supert, Director of Municipal Services (708) 246-1800
Project Team	Ziegler, Gidley
Construction Cost / Fee / Year	Const. Cost \$ 181,250/ Const. Insp. Fee \$ 10,646 incl. geotechnical services / 2012

Project / Client	(1398) 2012 Resurfacing / Village of Hinsdale
Scope of Work / (Contractor) / Client POC	Design, Field inspection and construction management for the replacement of 5,200' of 6" water main, and 664' of sewer and the resurfacing of 1.11 miles of bituminous streets in Hinsdale. Village of Hinsdale – Dan Deeter, Village Engineer (630) 789-7039
Project Team	Ziegler, Gidley, David
Construction Cost / Fee / Year	Const. Cost \$ 1,902,702/ Const. Insp. Fee \$ 66,863 incl. geotechnical services / 2012

Project / Client	(1391) 2012 Woodland Avenue / Village of Western Springs
Scope of Work / (Contractor) / Client POC	Design, field inspection and construction management for the replacement of 3000' of water main, 200' of storm sewer and pavement reconstruction of Woodland Avenue between Central Ave and Ogden Avenue.. Village of Western Springs – Matt Supert, Director of Municipal Services (708) 246-1800
Project Team	Ziegler, Gidley, Jama
Construction Cost / Fee / Year	Const. Cost \$ 1,512,611 / Const. Insp. Fee \$ 77,124 incl. geotechnical services / 2012

Project / Client	(1388) 2012 Reconstruction / Village of Hinsdale
Scope of Work / (Contractor) / Client POC	Field inspection and construction management for the replacement of 5,200 feet of water main, over 5,100' storm sewer and almost 3,000' sanitary sewer and reconstruction of 1.155 miles of streets in north central Hinsdale. Village of Hinsdale – Dan Deeter, Village Engineer (630) 789-7039
Project Team	Ziegler, Gilmore, Jama
Construction Cost / Fee / Year	Const. Cost \$ 4,089,833 / Const. Insp. Fee \$ 194,406 incl. geotechnical services / 2012

Project / Client	(1344) 2011 MFT Street Improvements / Village of Riverside
Scope of Work / (Contractor) / Client POC	Field inspection and construction management for the removal and replacement of HMA surface course on 4,500 feet of North Delaplaine Road in a residential neighborhood. Project included removal and replacement of 4 catch basins and 4 manholes, 6 catch basins, 3 valve vaults and 7 manholes to be adjusted, 10 manholes and 1 valve vault to be reconstructed,

	and 7 valve boxes to be adjusted. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
Project Team	Adomshick, Gidley, Jama
Construction Cost / Fee / Year	Const Cost \$240,979 / Design fee \$28,316 / 2011

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

Project / Client	(1324) Ridgewood Road ARRA Phase III / Village of Riverside
Scope of Work / (Contractor) / Client POC	Provided resident construction engineering services for the Phase III resurfacing of 830 feet of collector streets using ARRA funding. The construction included adjustment and reconstruction of existing drainage structures, replacement of detector loops, base course patching, curb & gutter removal and replacement, milling and resurfacing the HMA surface, pavement markings and landscape restoration. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
Project Team	Adomshick, Nelson, Strait, Jama
Construction Cost / Fee / Year	Const Cost - \$158,400 / Final Fee \$22,996 / 2010

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

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

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

Project / Client	(1257) Main Street Construction / Village of Lisle
Scope of Work / (Contractor) / Client POC	Provided construction engineering services for 2,200 feet of roadway reconstruction in the central business district with MFT funding. The project included traffic signals at three intersections and ornamental street lighting, and was coordinated with streetscaping improvements constructed under a separate contract. Village of Lisle - Jason Elias, Director of Public Works (630) 271-4170
Project Team	Cottingham, Miedema, Jama
Construction Cost / Fee / Year	Est. Cost - \$2,874,000 / Final Fee \$240,932 / 2008

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

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



REMPE-SHARPE

& Associates, Inc.

Principals

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

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

CONSULTING ENGINEERS

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

January 21, 2013

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

Attn: Dan Deeter, P.E.
Village Engineer

Re: 2014 Resurfacing Project
Hinsdale, Illinois

Dear Mr. Deeter,

Please find attached our Proposal for Phase II and Phase III Engineering Services in support of the Village of Hinsdale's 2014 Resurfacing Project. It is our understanding that the 2014 Resurfacing Project will consist of resurfacing of the PCC and/or bituminous pavement structure using HMA surface course on approximately 4,700 LF of residential roads throughout Hinsdale. Included in this project may be approximately 1,200 LF of water main replacement, 700 LF of sanitary sewer lining or replacement, and 1,850 LF of storm sewer construction. This project will be funded by Village funds (for engineering and construction costs).

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

Our Scope of Consultant Services to be provided include preliminary and final design, specifications, preparation of contract documents, coordination of the permit process including (but not limited to) DuPage Division of Transportation, Flagg Creek Water Reclamation District and the Illinois EPA (water and sewer construction as necessary), and the bid cycle process. Phase III engineering services are included, and this scope is itemized herein.

A. PROJECT SCOPE OF PROFESSIONAL SERVICES

1. The project consists of removal and replacement of 2" HMA surface course as well as utility improvements.
2. The objectives of the project are:
 - a. Separate combined sewers on S. Adams Street from Sixth to Eighth.
 - b. Separate combined sewers on W. Sixth Street from Bodin to Monroe.
 - c. Separate combined sewers on E. Maple Street from Garfield to Park.

- d. Address the localized drainage solution #37 on the 400-block between Adams and Bodin.
- e. Improve street pavements and water main replacements.

3. The 2014 Resurfacing program will include the following areas:

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Est. Dist. (LF)</u>	<u>Scope</u>
S. Adams	Fourth	Sixth	656	HMA Surface R&R*
S. Adams	Mid-Block	Sixth	335	Storm Sewer Separation
S. Adams	Mid-Block		50	Line Brick/Steel 30" Sewer
S. Adams	Sixth	Seventh	653	HMA Surface R&R
S. Adams	Sixth	Seventh	653	Storm Sewer Separation
S. Adams	Seventh	Eighth	656	HMA Surface R&R
S. Adams	Seventh	Mid-Block	320	Storm Sewer Separation
Intersection	S. Adams	Eighth	90	Storm Sewer Separation
W. Sixth	Bodin	Monroe	328	HMA Surface R & R
W. Sixth	Bodin	Monroe	328	Storm Sewer Separation
E. Maple	Garfield	Park	646	HMA Surface R&R
E. Maple	Garfield	Park	646	Sanitary Sewer Replace or Line
E. Maple	Garfield	Park	50	Storm Sewer Separation
Alley 400-Block Between	S. Adams	S. Bodin	50	Storm Sewer Construction
S. Monroe	Seventh	Eighth	653	HMA Surface R & R
S. Monroe	Ninth	55 th	700	Water Main Replacement
W. Seventh	Monroe	Thurlow	331	HMA Surface R & R
W. Seventh	Monroe	Thurlow	331	Water Main Replacement
W. Seventh	Thurlow	Madison	292	HMA Surface R& & R
W. Seventh	Thurlow	Madison	292	Water Main Replacement
S. Bodin	Ninth	S. End	490	HMA Surface R & R
S. Bodin	Ninth	S. End	550	Water Main Replacement

4.
 - a. Engineering plans shall note that paving and watermain at intersections shall extend into cross street's radius returns
 - b. Specifications shall note a time limit between milling and re-paving.
 - c. Sidewalk ramps shall meet ADA Standards, and where feasible per site specific grading conditions, and as directed by the Hinsdale Village Engineer, public sidewalks shall be reconstructed in compliance with ADA standards.
5. Rempe-Sharpe's initial project schedule is attached.
6. Known site conditions for consideration in design include:
 - a. The outfall for the S. Adams sewer separation is the 96-inch Flagg Creek storm sewer mid-block on the 400-block of S. Adams.
 - b. Proposed inlets at the east end of E. Maple will discharge to the 96-inch Flagg Creek storm sewer.
 - c. The Oak Street Bridge replacement is scheduled to begin approximately June 2014. Construction on E. Maple (Garfield – Park) will be scheduled to be completed and paved as soon as possible.
 - d. Alley inlet(s) will discharge to the 96-inch Flagg Creek storm sewer.
 - e. Water main replacement on S. Bodin and S. Monroe will tie into the 10-inch water main on the south side of 55th Street (a DuDOT road). Plans will include directional boring under 55th Street to minimize impact to traffic.
7. Detailed field surveys provided as necessary. All surveys will use the NAVD 88 datum. Full field surveys are not required for those locations where only HMA surface R&R will occur.
8. During design engineering, Rempe-Sharpe will conduct soil borings to determine soil bearing conditions within the ROW. One soil boring per block or alley on average for a minimum of eleven (11) soil borings will be conducted.
9. The Geotech Subconsultant will research areas that may cause CCDD material rejections (LUSTs, PIPs, etc.) and develop specifications and quantities to account for the contractor's management and handling of rejected material. This includes actions upon being notified that a material is suspected of being contaminated.
10. Design engineering for sanitary sewer to determine sections to be lined, repaired, or replaced will be included. Initial Cleaning and televising of sanitary sewer for evaluation by engineer will be performed by the Village.
11. The plans and specifications will be prepared per IDOTs Procedural Guidelines for the Assemblage and Handling of an MFT Construction, latest edition, and will reference IDOT Standard Specifications and Supplemental Specifications, and the Village of Hinsdale engineering design standards and standard details. Plans will include sidewalk and crossing improvements per the ADA state and federal standards.

12. Rempe-Sharpe will design water and sewer mains in accordance with (IAW), the Standard Specifications for Water & Sewer Main Construction in Illinois and the Village of Hinsdale requirements. Rempe-Sharpe will provide recommendations for the use of open cut and trenchless construction where applicable.
13. Rempe-Sharpe will evaluate existing curb and gutter for spot repairs, based on Village of Hinsdale guidelines.
14. Utility structures will be repaired and adjusted as required, based on Village of Hinsdale guidelines.
15. Existing driveway aprons and sidewalks will remain unless disturbed by other construction activities. Sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA standards, or as directed by the Village.
16. The Hinsdale engineering staff shall have representation in the field to confirm curb and sidewalk removal limits, structure reconstruction, and general up-front basis of design decisions that are critical to design start-up schedule.
17. Impact to existing trees will be considered during the design. Tree protection measures, such as root pruning, tree fencing and/or trunk protection, will be specified to protect trees during construction per the Village Standards/Guidance.
18. All effected parkways will be restored with new sod.
19. Rempe-Sharpe will provide a detailed engineer's opinion of probable construction costs.
20. Rempe-Sharpe will coordinate the design with all public and private utilities.
21. Rempe-Sharpe will provide bidding services including preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received and verification of bid documents.
22. Rempe-Sharpe will provide a full-time Resident Engineer for the duration of the project. The Resident Engineer responsibilities includes, but are not limited to:
 - a. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
 - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.
 - c. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's

submitted Record Drawings. Rempe-Sharpe's Resident Engineer will advise the Village of any changes or conditions that impact the project in a timely manner.

- d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
- e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
- f. Daily review and inspect traffic control items and erosion control plan implementation / maintenance.
- g. Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
- h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals.
- i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
- j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle MFT paperwork associated with appropriated MFT funds, and all paperwork to close-out the project.
- k. Coordinate with the contractor for the contractor's submittal of a complete set of record drawings.
- l. Track project costs by block and street.
- m. Monitor and inform the Village Engineer of any change to the construction contractor's scope of work to support the "Village Hinsdale Infrastructure Change Order Policy", dated September 2012 including:
 - 1. Notify the Village Engineering of change orders prior to their execution.
 - 2. Provide a weekly update to the Village Engineer for change orders.
 - 3. Review, approve and forward change order documentation to the Village Engineer in a timely manner.
- n. Provide a pre-construction video of the construction site and adjacent property features.
- o. Rempe-Sharpe will assist the Village with resident notifications.

- p. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, IEPS interim record drawings, etc., as necessary.
- 23. Rempe-Sharpe will inform the Village of any perceived changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.
- 24. Rempe-Sharpe will provide the Village of Hinsdale a copy of:
 - a. Final construction documents
 - b. Record Drawings
 - c. Project Files (job boxes) at the completion of the project.

Our not-to-exceed fee for Design, Borings, Materials testing and Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed:

Design Phase Engineering	\$152,482.00
Construction Phase Engineering	<u>\$132,323.75</u>

TOTAL PROJECT NOT TO EXCEED ENGINEERING BUDGET\$284,805.75

Hinsdale's financing source for the 2014 Resurfacing Project has been verified to be general revenue.

B. EXCLUSIONS

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), Q/A materials testing to be 20% frequency as noted, borings to be the eleven (11) -8' depth as noted, stormwater permitting, hydrologic and hydraulic modeling, and as-Built information to be provided by Contractor for plot by Engineer.

C. ADDITIONAL SERVICES

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

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

D. DEFINITION OF DIRECT PROJECT EXPENSES

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

E. PERIOD OF SERVICE

The Project Schedule (attached) verifies milestone dates as requested:

Open Construction Bids	January 31, 2014
Construction Begins	April 1, 2014
(Construction shall be limited to 95 Working Days)	

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project.

F. OWNER'S RESPONSIBILITIES

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

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

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

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2014 Resurfacing Project progresses.

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

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

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

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

G. TERMINATION

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

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

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

2. CONTROLLING LAW

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

3. SUCCESSORS AND ASSIGNS

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

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

2014 Resurfacing Project Proposal
January 21, 2013
Page 9 of 10

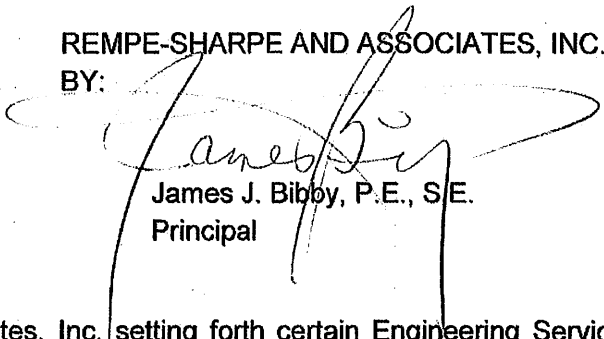
Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated above and except to the extent that the effect of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

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until February 28, 2013.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.

BY:


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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Engineering Services and Fees relative to the Hinsdale 2014 Resurfacing Program is hereby accepted and Rempe-Sharpe is authorized to proceed with design services.

Signed this _____ day of _____, 2013

By: _____
Mr. Dan Deeter, P.E. Date

Attest: _____
Date

EXHIBIT "A"

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

EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2013 TO DECEMBER 31, 2013

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$126.50/HR
SENIOR PROJECT ENGINEER	\$103.00/HR
PROJECT ENGINEER	\$99.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	\$93.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 1)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 2)	\$65.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	\$68.00/HR
DRAFTING TECHNICIAN (GRADE 2)	\$55.50/HR
DRAFTING TECHNICIAN (GRADE 3)	\$42.00/HR
SURVEYING PARTY CHIEF	\$75.00/HR
SURVEYING TECHNICIAN (GRADE 1)	\$61.00/HR
SURVEYING TECHNICIAN (GRADE 2)	\$42.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	\$76.50/HR
CONSTRUCTION INSPECTOR (GRADE 2)	\$66.00/HR
CONSTRUCTION TECHNICIAN	\$52.00/HR
ADMINISTRATIVE ASSISTANT	\$59.00/HR
CLERK TYPIST	\$45.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

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

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

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

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

ID	Task Name	Duration	Start	Finish	Predecessors	13, '13						
						M	T	W	T	F	S	Jan 20, '13
1	2014 Hinsdale Street Resurfacing Program	0 days	Tue 1/15/13	Tue 1/15/13								
2	Engineering Services Agreement	1 day	Tue 2/19/13	Tue 2/19/13								
3	Design kick-off meetings with Hinsdale Public Works	3 days	Wed 2/20/13	Fri 2/22/13	2							
4	Coordinate Utility Locates	5 days	Mon 2/25/13	Fri 3/1/13	3							
5	Topographic Survey & base sheet preparation	12 days	Mon 3/4/13	Tue 3/19/13	4							
6	pavement cores & borings , report	14 days	Wed 3/20/13	Mon 4/8/13	5							
7	plan design to 30 %	20 days	Tue 4/9/13	Mon 5/6/13	6							
8	submit to Village for 30% review cycle	10 days	Tue 5/7/13	Mon 5/20/13	7							
9	revise - complete plans to 60 %	20 days	Tue 5/21/13	Mon 6/17/13	8							
10	submit to Village for 60% review cycle	10 days	Tue 6/18/13	Mon 7/1/13	9							
11	meet with Village Engineer & Public Works	1 day	Tue 7/2/13	Tue 7/2/13	10							
12	revise , complete plans , specs to 90 %	22 days	Wed 7/3/13	Thu 8/1/13	11							
13	submit for 90% Hinsdale review	10 days	Fri 8/2/13	Thu 8/15/13	12							
14	complete plans , specs , estimates & permits	22 days	Fri 8/16/13	Mon 9/16/13	13							
15	Final Q/A review	12 days	Tue 9/17/13	Wed 10/2/13	14							
16	IEPA permits received	14 days	Thu 10/3/13	Tue 10/22/13	15							
17	Advertise for bidders	5 days	Tue 12/10/13	Mon 12/16/13								
18	Documents Available for bidders	1 day	Tue 12/17/13	Tue 12/17/13	17							
19	Bid cycle	32 days	Wed 12/18/13	Thu 1/30/14	18							
20	Construction Bid Opening	1 day	Fri 1/31/14	Fri 1/31/14	19							
21	EPS Approval	1 day	Mon 2/11/13	Mon 2/11/13								
22	Vill Board Approval	1 day	Mon 2/18/13	Mon 2/18/13								
23	NOA	1 day	Tue 2/19/13	Tue 2/19/13	22							
24	NTP/ Administrative/ Bond	22 days	Wed 2/20/13	Thu 3/21/13	23							
25	Utility locates / Survey Base Control / Preconstr Mtg	6 days	Fri 3/22/13	Fri 3/29/13	24							
26	Construction Starts	1 day	Mon 4/1/13	Mon 4/1/13	25							
27	Construction Completed	95 days	Thu 4/11/13	Wed 8/21/13	26							

Project: Hinsdale014resurface

Date: Fri 1/18/13

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

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Page 1

2014 RESURFACING PROJECT VILLAGE OF HINSDALE

TASK	RESIDENT ENGINEER		CONSTRUCTION INSPECTOR (1)		OTHER	TOTAL HOURS	TOTAL
	@ (HRS)	\$	@ (HRS)	\$			
21a Meetings (Preconstruction and Weekly)	60	\$5,610.00				60	\$5,610.00
21b Inspection/Construction Observation			760	\$31,920.00		760	\$31,920.00
21c Diary, Weekly Report, Documentation	95	\$8,882.50				95	\$8,882.50
21d Village's Liaison Assistance	48	\$4,488.00				48	\$4,488.00
21e Documentation	120	\$11,220.00				120	\$11,220.00
21f Review Traffic Control & Erosion Control	95	\$8,882.50				95	\$8,882.50
21g Notify - Unapproved Material & Equipment	32	\$2,992.00				32	\$2,992.00
21h Public Act 96-1416 Debris Testing	40	\$3,740.00				40	\$3,740.00
21i Payment Estimates and Change Orders	64	\$5,984.00				64	\$5,984.00
21j Completion, Punchlist, MFT Paperwork	110	\$10,285.00	40	\$1,680.00		150	\$11,965.00
21k Coordinate Contractor Completion of Record Drawings	80	\$7,480.00				80	\$7,480.00
21l Track Costs	56	\$5,236.00				56	\$5,236.00
21m Change Orders:							
1. Pre-Approval with Village	32	\$2,992.00				32	\$2,992.00
2. Change Order Weekly Update	24	\$2,244.00				24	\$2,244.00
3. Change Order Review and Approval	30	\$2,805.00				30	\$2,805.00
21n Pre-Construction Video of Construction Site	24	\$2,244.00				24	\$2,244.00
21o Resident Notification Assistance as Required	30	\$2,805.00				30	\$2,805.00
21p Coordinate / Assist with Village Public Services	36	\$3,366.00				36	\$3,366.00
Mileage:							
Resident Engineer					\$4,467.75		\$4,467.75
Construction Engineer					\$3,000.00		\$3,000.00
TOTAL	976	\$91,256.00	800	\$33,600.00	\$7,467.75	\$132,323.75	

1/16/2013

2014 RESURFACING PROJECT
VILLAGE OF HINSDALE, IL

STREET NAME		FROM	TO	EST. DIST (LF)	SCOPE		SURVEY		DESIGN		CONVEY		DESIGN		REVISIONS		PERMITS	CLERK TYPST	OTHER	TOTAL																	
							HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	①	②	③																				
South Adams	Fourth	South	659	HMA Surface R&R	8	\$294.00	8	\$294.00	14	\$1,390.00	10	\$806.00	4	\$374.00	2	\$167.00	\$450.00			\$3,424.00																	
South Adams	Mid-Block	South	325	Storm Sewer Separation	4	\$408.00	16	\$1,408.00	6	\$748.00	12	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$4,062.00																	
South Adams	Mid-Block	South	50	Line Black/Block 3P Sewer	2	\$324.00	10	\$936.00	4	\$374.00	10	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$2,722.00																	
South Adams	South	Seventh	053	HMA Surface R&R	6	\$390.00		\$390.00	14	\$1,390.00	24	\$1,922.00	4	\$374.00		\$0.00				\$4,551.00																	
South Adams	South	Seventh	653	Storm Sewer Separation		\$0.00	28	\$2,431.00	12	\$1,122.00		\$0.00		\$167.00	2	\$167.00	\$0.00			\$3,927.00																	
South Adams	Seventh	Elphig	669	HMA Surface R&R	8	\$938.00		\$938.00	14	\$1,390.00	10	\$806.00	4	\$374.00		\$0.00				\$3,424.00																	
South Adams	Seventh	Mid-Block	320	Storm Sewer Separation	4	\$408.00	20	\$2,431.00	8	\$748.00	12	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$4,551.00																	
Intersection	South Adams	Elphig	00	Storm Sewer Separation	2	\$224.00	4	\$374.00	8	\$748.00		\$0.00		\$167.00	2	\$167.00	\$0.00			\$2,068.00																	
West Sixth	Booth	Monroe	328	HMA Surface R&R	4	\$408.00		\$408.00	10	\$936.00	12	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$2,740.00																	
West Sixth	Booth	Monroe	328	Storm Sewer Separation		\$0.00	13	\$1,216.00	8	\$748.00		\$0.00		\$167.00	2	\$167.00	\$0.00			\$2,337.60																	
East Maple	Garfield	Prink	646	HMA Surface R&R	6	\$938.00		\$938.00	14	\$1,390.00	24	\$1,922.00	4	\$374.00		\$0.00				\$4,551.00																	
East Maple	Garfield	Prink	646	Sanitary Sewer Replaces w/ Line		\$0.00		\$0.00	8	\$748.00		\$0.00		\$167.00	2	\$167.00	\$0.00			\$1,122.00																	
Alley 400-Block Between	Garfield	South Bodin	50	Storm Sewer Separation	2	\$234.00	26	\$2,431.00	7	\$654.00	12	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$4,693.50																	
South Monroe	South Adams	South Bodin	50	HMA Surface R&R	10	\$1,170.00	26	\$2,431.00	12	\$1,122.00	12	\$806.00	4	\$374.00	2	\$167.00	\$0.00			\$6,250.00																	
South Monroe	Seventh	Elphig	653	HMA Surface R&R	6	\$596.00		\$596.00	14	\$1,390.00	10	\$806.00	4	\$374.00		\$0.00				\$3,424.00																	
South Monroe	Ninth	55th	700	Water Main Replacement	8	\$938.00		\$938.00	14	\$1,390.00	10	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$3,811.00																	
West Seventh	Thurlow	Monroe	331	HMA Surface R&R	4	\$468.00		\$468.00	11	\$1,026.50	10	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$2,675.50																	
West Seventh	Thurlow	Madison	202	Water Main Replacement		\$0.00	10	\$936.00		\$0.00		\$0.00		\$167.00	2	\$167.00	\$0.00			\$1,309.00																	
West Seventh	Thurlow	Madison	292	HMA Surface R&R	4	\$468.00		\$468.00	11	\$1,026.50	10	\$806.00	4	\$374.00		\$0.00				\$2,675.50																	
South Bodin	Ninth	South End	490	HMA Surface R&R	8	\$938.00		\$938.00	14	\$1,390.00	10	\$806.00	2	\$167.00	2	\$167.00	\$0.00			\$1,309.00																	
South Bodin	South End	South End	550	Water Main Replacement		\$0.00	12	\$1,122.00	14	\$1,122.00	14	\$1,122.00	2	\$167.00	2	\$167.00	\$0.00			\$3,424.00																	
CADD (Plan Sheets)						\$0.00		\$0.00		\$0.00	74	\$5,967.00		\$0.00		\$0.00	\$0.00			\$5,967.00																	
CONTRACT DOCUMENTS (in intro)																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$4,180.00				
DUDOT PERMITTING (in intro)																					\$0.00	40	\$3,740.00		\$0.00		\$0.00		\$0.00		\$0.00	10	\$460.00		\$4,180.00		
FLAGS CREEK PERMITTING (in intro)																					\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,466.00		
WATERMAIN PERMITTING (in intro)																					\$0.00	24	\$2,244.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$160.00		\$1,676.00
SANITARY PERMITTING (in intro)																					\$0.00	24	\$2,244.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
BID OPENING (in intro)																					\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
PLAN QUALITY ASSURANCE (in intro) - MATERIALS TESTING SEPARATE ITEM IN INSPECTION BELOW																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
SIDEWALK ADA DESIGN (Item 4)																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
STORM SEWER TERMINATION (ITEM 6) PERMITTING BY VILLAGE																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
FIELD SURVEY (ITEM 7) - INCLUDED ABOVE																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
SOIL BORINGS (ITEMS 9) - 11 MINIMUM - \$1000 FOR EACH ADDITIONAL																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
CDDO SOIL CERTIFICATION (ITEM 9)																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
CLEANING/ELYSING OF SANITARY SEWER BY VILLAGE (ITEM 10) SPECS. TAPE REVIEW, REPAIR/RELINE DESIGN BY ENGINEER																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,244.00
PLANS PER MET REQUIREMENTS (ITEM 11)																					\$0.00	50	\$2,905.00		\$0.00	24	\$2,244.00		\$0.00		\$0.00		\$0.00		\$0.00		\$3,900.00
OPEN CUT VS TRENCHLESS ALTERNATIVES (ITEM 12 & 8.a)																					\$0.00	80	\$7,480.00		\$0.00	32	\$2,576.00		\$0.00		\$0.00		\$0.00		\$0.00		\$12,000.00
EXISTING CURB EVALUATION FOR REPLACEMENT (ITEM 13)																					\$0.00	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
BRICK MANHOLE REPLACEMENT (ITEM 14)																					\$0.00	8	\$748.00		\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$3,532.00
SIDEWALK RAMP REPLACEMENT & DRIVEWAY APRON EVALUATION (ITEM 15)																					\$0.00	8	\$748.00		\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$3,532.00
TREE EVALUATION AND CONSIDERATION FOR DESIGN ALTERNATIVES (ITEM 16)																					\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,992.00
PARKWAY RESTORATION (ITEM 16) - INCLUDED ABOVE																					\$0.00	12	\$1,122.00		\$0.00	10	\$936.00		\$0.00		\$0.00		\$0.00		\$0.00		\$3,020.00
ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST (ITEM 18)																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PUBLIC AND PRIVATE UTILITY COORDINATION (ITEM 19)																					\$0.00	0	\$748.00		\$0.00	40	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$5,776.00
BIDDING, PRINTING, BID TABS, BID OPENING, ETC																					\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$2,622.00
INSPECTION (ITEM 21) INCLUDED SEPARATELY																					\$0.00	16	\$1,466.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$5,032.00
CHANGE ORDER PROCESSING (ITEM 22)																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
ELECTRONIC AND HARD COPIES OF PLANS,																					\$0.00	8	\$748.00		\$0.00	4	\$374.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
RECORD DRAWING COORDINATION																					\$0.00	8	\$748.00		\$0.00	0	\$748.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
COPY OF JOB BOX																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
MILEAGE																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
																					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$1,302.00
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HRGreen

PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2014 RESURFACING PROJECT SURVEYING SERVICES, DESIGN/CONTRACT PLAN PREPARATION, AND CONSTRUCTION OBSERVATION (FULL-TIME)

Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project Number: 87120530

January 21, 2013

TABLE OF CONTENTS

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

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal letter dated December 14, 2012 by Daniel M. Deeter, P.E., Village Engineer with the Village of Hinsdale and a subsequent email from Mr. Deeter dated January 16, 2013.

The services required for this project are to include survey, design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with HMA resurfacing, selective combination concrete curb and gutter removal and replacement, sanitary sewer rehabilitation/replacement, storm sewer to separate combined sewer and water main replacement.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2014 Resurfacing Project, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design, Construction Observation and Construction for this project.

The 2014 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. South Adams Street

- From Fourth to Eighth Street
Length \approx 2,055 ft.

Work Scope: 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; storm sewer/sanitary sewer separation (Sixth to Eighth Street: \pm 1,400 ft.); sanitary sewer lining (Sixth to Seventh Street: \pm 50 ft.); and landscape restoration

Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for \pm 1,400 ft. (storm sewer/sanitary sewer separation)

Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

B. West Sixth Street

- From Bodin to Monroe Street
Length \approx 330 ft.

Work Scope: 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; storm sewer/sanitary sewer separation (\pm 330 ft.); and landscape restoration

Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for \pm 330 ft. (storm sewer/sanitary sewer separation)

Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

C. East Maple Street

- From Garfield to Park Avenue
Length \approx 650 ft.
Work Scope: 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; storm sewer/sanitary sewer separation (+/- 50 ft.); sanitary sewer lining/replacement (+/-650 ft.); and landscape restoration
Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for +/- 50 ft. (sanitary sewer lining/replacement)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

D. Alley – 400 Block

- From South Adams to Bodin Street
Length \approx 50 ft.
Work Scope: Storm sewer construction (+/- 50 ft.); incidental pavement rehabilitation; and landscape restoration
Surveying Scope: Topographic Survey within the existing public right-of-way for +/- 50 ft. (storm sewer construction)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

E. South Monroe Street

- From Seventh to Eighth Street (\approx 655 ft.) and Ninth to 55th Street (\approx 700 ft.)
Length \approx 1,355 ft.
Work Scope (Seventh to Eighth Street): 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; and landscape restoration
Work Scope: Watermain replacement (+/- 700 ft.); incidental pavement rehabilitation; and landscape restoration
Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for +/- 700 ft. (watermain replacement)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

F. West Seventh Street

- From Monroe to Madison Street
Length \approx 625 ft.
Work Scope: 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; watermain replacement (+/- 625 ft.); and landscape restoration
Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for +/- 625 ft. (watermain replacement)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

G. South Bodin Street

- From Ninth Street to south end
Length \approx 550 ft.

Work Scope: 2" HMA/PCC mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement (490 ft.); watermain replacement (+/- 550 ft.); and landscape restoration

Surveying Scope: Topographic Survey within the existing roadway from back of curb to back of curb for +/- 550 ft. (watermain replacement)

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, and Illinois Environmental Protection Agency (IEPA) policies, DuPage Division of Transportation, Flagg Creek Water Reclamation District and CLIENT ordinances.

The construction contract for the 2014 Resurfacing Project is anticipated to commence in the Spring of 2014 and be completed by the Fall of 2014. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

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

2.1 Surveying Services

A. Topographic Survey

i. Right-of-Way

COMPANY will locate the existing right-of-way of the street segments listed above. COMPANY will calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

ii. Field Survey

COMPANY will perform a topographic survey of the street segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the street unless otherwise specified above, and include cross-sections at fifty (50) feet intervals. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be

referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

iii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in GEOPak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.2 Roadway Design and Contract Plan Preparation

A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection, topographic survey as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Geotechnical Engineering Services (sub-consultant) for locations as detailed herein.
- vi. Review Geotechnical Report (as prepared by sub-consultant) for locations as detailed herein.
- vii. Permit preparation for Illinois Environmental Protection Agency (IEPA) –Division of Public Water Supply Permit and Flagg Creek Water Reclamation District and DuPage Division of Transportation permitting.
- viii. Notice of Intent/Notice of Termination submittal to IEPA.
- ix. Storm Water Pollution Prevention Plan submittal to IEPA.
- x. Develop pay items and schedule of quantities.
- xi. Engineer's Opinion of Probable Construction Cost (OPCC).
- xii. Estimate of Time (EOT) for construction schedule estimate.
- xiii. Coordination with IDOT, IEPA and other required Agencies.
- xiv. Disposition of review comments.
- xv. Quality Control.
- xvi. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xvii. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
- xviii. Administration and Project Management.

B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the

Village of Hinsdale 2014 Resurfacing Project. This contract is based on the following:

- i. The roadway improvements include +/- 4,865 feet of existing residential roads along the segments specified above in Section I – Project Understanding. Included in the project for design and preparation of bidding/construction documents is +/- 1,875 feet of water main replacement, +/- 700 feet of sanitary sewer rehabilitation/replacement and +/- 1,830 feet of storm sewer construction.
- ii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas). Video televising of sewers is included herein.
- iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced or replaced to full depth where trenching operations for water main are required. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
- iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
- v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- vi. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. This work is anticipated to include eleven (11) soil borings taken within the limits of the proposed water main construction as noted in previous section. The borings are anticipated to be required to a depth of six (6) feet and are for the purposes of determining suitable soils for storm sewer construction as proposed within the request for proposal. The soils boring information shall be compiled in an abbreviated soils report which shall summarize the approximate soil conditions and associated construction recommendations within the anticipated storm sewer and watermain construction corridor.
- vii. COMPANY will identify areas that may cause CCDD material rejections (LUSTs, PIPs, etc.) and develop specifications and quantities to account for the contractor's management and handling of rejected material. This includes actions upon being notified that a material is suspected of being contaminated.
- viii. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. Sub-consultant services have been included in this contract for video inspection prior to design.
- ix. Upon review of the field records and the TV Video documentation, it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.

Rehabilitation (lining) or replacement of sanitary sewer will be determined by COMPANY unless otherwise determined by the CLIENT.

- x. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- xi. COMPANY shall develop four (4) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the preliminary (30%), post-preliminary (60%), pre-final (90%) and final (100%) submittals.
- xii. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

C. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Two (2) design related meetings with the CLIENT.
- One (1) Bid Opening
- One (1) Pre-Construction Mtg. (included in Section 2.3)

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 Construction Observation

A. Project Startup

COMPANY will contact the residents and business within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services to ensure that all entities are aware of the project.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 95 working days (days in field) to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as applicable.

COMPANY will complete Inspector's Daily Reports (IDR) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT Staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be two (2) construction meetings with the CLIENT, the contractor, and subcontractors, and residents. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

2.4 Record Drawings

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

providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

Anticipated Deliverables -

- A. Preliminary Bid/Construction Documents (30% completion)
- B. Post-Preliminary Bid/Construction Documents (60% completion)
- C. Pre-Final Bid/Construction Documents (90% completion)
- D. Final Bid/Construction Documents (100% completion)
- E. Engineer's Opinion of Probable Construction Costs: Four (4) total, One (1) included with each of the above noted Bid/Construction Document submittals
- F. Estimate of Time: One (1) at final submittal
- G. Breakdown of Lump Sum Pay Items: One (1) at final submittal
- H. Electronic version of Final Bid/Construction Documents (100%) (AutoCAD format for plans and MS Word format for specifications)
- I. Record Drawings (Paper copies and digital copy in AutoCAD format)
- J. Project Files (job boxes) at the completion of the project

The projected Contract Plans are based on an estimated project length of +/- 4,865 feet of Pavement Rehabilitation including +/- 1,875 feet of water main replacement, +/- 700 feet of sanitary sewer rehabilitation/replacement and +/- 1,830 feet of storm sewer. Standard scale for drawings shall be 1 inch = 20 feet. The estimated plan sheets are as follows:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
Summary of Quantities	1
General Notes	1
<u>Typical Sections (Existing and Proposed):</u> S. Adams St. (2), W. Sixth St. (2), E. Maple St. (2), S. Monroe St. (2), W. Seventh St. (2) and S. Bodin St. (2)	1
Paving Schedule	1
<u>Storm/Sanitary Sewer Plans</u> <u>20 Scale (600' per Sheet)</u> S. Adams St. - (+/- 1,400') - three (3) sheets W. Sixth St. - (+/- 330') - one (1) sheet E. Maple St. - (+/- 50') - one (1) sheets Alley - 400 Block from S. Adams St. to S. Bodin St. - (+/- 50') - one (1) sheet	6
<u>Water Main Plans - 20 Scale (600' per sheet):</u> S. Monroe St. - (+/- 700') - two (2) sheets W. Seventh St. - (+/- 625') - two (2) sheets S. Bodin St. - (+/- 550') - one (1) sheet	5
<u>Miscellaneous Details:</u> This item includes the incorporation of CLIENT and IDOT District 1 standard details, as well as	2

any project specific details that may be required to help describe the proposed construction.	
Estimated Total No. of Sheets	19

Anticipated Project Schedule-

- Design Notice to Proceed – February 19, 2013
- 30% Submittal to CLIENT– May 15, 2013
- Receipt of Comments – May 31, 2013
- 60% Submittal to CLIENT– August 2, 2013
- Receipt of Comments – August 16, 2013
- 90% Submittal to IEPA/CLIENT – October 15, 2013
- Receipt of Comments – November 1, 2012
- Final P,S, & E for Bidding – November 29, 2013
- Construction Request for Bids Advertised – December 16, 2013
- Local Bid Opening – January 31, 2014
- Construction Start – April 1, 2014
- Construction Completion – On or Before August 21, 2014
- Record Drawing Submittal – October 30, 2014

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

4.0 Items not included in Agreement/Supplemental Services

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Structural design services*;
- E. Floodplain analysis/study service*;
- F. Wetland delineation/mitigation services*;
- G. Right of way and easement plat preparation*;
- H. Construction staking and layout*; and
- I. Sewer cleaning.

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

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

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

contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

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

5.0 Services by Others

COMPANY has included a budgetary amount for *Geotechnical Engineering services* to be provided by others under a sub-consultant agreement within this contract/proposal. Geotechnical Services included are eleven (11) borings at 6' depth as associated with the project water main improvements in various locations and shall include testing for BTEX, PNA, and SPLP metals.

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

A qualified contractor will be performing the *televising of sewer* (storm/sanitary) for the proposed rehabilitation (700 lineal feet) for locations as specified herein.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Planning concepts;
- B. Construction schedule expectations;
- C. Existing sewer information;
- D. Existing utility mapping and atlases;
- E. Existing right of way information;
- F. Available soils data;
- G. Existing pavement composition and thickness;
- H. Available/applicable studies by others;
- I. CLIENT design guidelines;
- J. CLIENT Code of Ordinances, including Standards and Details for water and sewer main construction;
- K. The CLIENT shall field locate and identify the existing water mains, sanitary sewers, and service line connections along the alignment of the proposed improvements prior to COMPANY performing the Topographic Survey;
- L. The CLIENT shall provide and available record drawings of the existing water and sewer infrastructure along the alignment of the proposed improvements;
- M. The CLIENT shall perform field dye testing of service connections to existing sewer line, of select service connections, that are unable to be identified as sanitary or storm sewer based on review of the video TV inspection;
- N. CLIENT historical maintenance records for the sections of water main and sanitary sewer to be improved;
- O. Copies of any inflow/infiltration (I/I) study documentation identifying known cross connections between storm and sanitary sewer along the alignment of the proposed improvements;
- P. Review of Preliminary of Bid/Construction Documents (30% completion);

- Q. Review of Post-Preliminary of Bid/Construction Documents (60% completion); and
- R. Review of Pre-Final of Bid/Construction Documents (90% completion).

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$149,059.00**.

2.1 Topographic Survey	96	\$ 10,404.00	\$ 232.50	
2.2 Roadway Design and Contract Plan Preparation				
Rwy, Watermain & Storm Sewer Design & Contract Plan Prep.	272	\$ 29,134.00	\$ 460.00	
Video Television (storm/sanitary separation): Sub-Consultant budgetary #)	n/a			\$ 1,050.00
(3) Geotechnical Engineering (Sub-consultant budgetary #)	n/a			\$ 13,800.00
Meetings, Coordination, Administrative & QC/QA	34	\$ 4,254.00	\$ 310.00	
2.3 Construction Observation				
Field Observation (2)	769	\$ 79,067.00	\$ 2,952.00	
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 1,340.00
2.4 Record Drawings	52	\$ 5,928.00	\$ 127.50	
Subtotals:	1223	\$128,787.00	\$ 4,082.00	\$ 16,190.00
			\$ 149,059.00	

(1) **Direct Costs** - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs. Details are available upon request.

(2) **Construction Observation Services** are based on estimated **95** Field Observation Days (contractor working days) for construction & includes meetings, documentation and coordination efforts per Scope of Services.

(3) **Soil Borings (11 @ 6' in depth each).**

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Work

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

8.4 Suspension of Services

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

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard

to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

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

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled

thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not

be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Construction Observation

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

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

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

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Akram Chaudhry, P.E

Title: Associate

Date: January 21, 2013

Village of Hinsdale

Accepted by:


Printed/Typed Name:

Title:

Date:

DATE: February 11, 2013

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING																														
SECTION NUMBER Board of Trustees Item		DEPARTMENT Community Development																														
ITEM 2014 Reconstruction Program Design Engineering Walnut Street & Other Streets		APPROVAL Daniel M. Deeter Village Engineer																														
<p>On 12/14/12, Request For Proposals (RFP) for phase 2 (design) services for the 2014 Road Reconstruction Project (Walnut Street and others) were sent to three engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 01/18/13 and the received proposals were evaluated against the RFP requirements.</p> <p>The three engineering consultants were asked to provide proposals for design and construction observation services. These consultants are HR Green, Inc.; James J. Benes & Associates, Inc.; and Rempe-Sharpe & Associates, Inc. Their proposals are attached. After reviewing the proposals, staff is recommending James J. Benes & Associates, Inc. to provide the Phase 2 (design) services. Design services are budgeted for \$282,096. Total engineering services are budgeted at \$564,193.</p> <p>Per the Master Infrastructure plan, the streets to be improved include:</p> <table><tr><td>• Walnut Street</td><td>Madison Street</td><td>to</td><td>Washington Street</td></tr><tr><td>• Walnut Street</td><td>Garfield Street</td><td>to</td><td>mid-block Elm/Oak Street</td></tr><tr><td>• Garfield Street</td><td>Hickory Street</td><td>to</td><td>Maple Street</td></tr><tr><td>• Madison Street</td><td>Hickory Street</td><td>to</td><td>Walnut Street</td></tr><tr><td>• Maple Street</td><td>Washington Street</td><td>to</td><td>Garfield Street</td></tr><tr><td>• Vine Street</td><td>Walnut Street</td><td>to</td><td>Maple Street</td></tr><tr><td>• Walker Road</td><td>York Road</td><td>to</td><td>The Lane</td></tr></table> <p>The design phase is anticipated to occur from February 2013 – March 2014. Construction will begin Spring 2014.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for the Design of the 2014 Road Reconstruction Project to James J. Benes & Associates, Inc. in the Amount Not to Exceed \$101,285.00.</p>					• Walnut Street	Madison Street	to	Washington Street	• Walnut Street	Garfield Street	to	mid-block Elm/Oak Street	• Garfield Street	Hickory Street	to	Maple Street	• Madison Street	Hickory Street	to	Walnut Street	• Maple Street	Washington Street	to	Garfield Street	• Vine Street	Walnut Street	to	Maple Street	• Walker Road	York Road	to	The Lane
• Walnut Street	Madison Street	to	Washington Street																													
• Walnut Street	Garfield Street	to	mid-block Elm/Oak Street																													
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• Vine Street	Walnut Street	to	Maple Street																													
• Walker Road	York Road	to	The Lane																													
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 																												
COMMITTEE ACTION:																																
BOARD ACTION:																																

**2014 Reconstruction Project
Major Street: Walnut Street
Hinsdale, IL**

RFP notice sent 12/14/12

Proposals Due: 01/18/13

	HR Green	J.J. Benes	Rempe-Sharpe
Topographic Survey	\$ 20,460.00	\$ 14,570.00	\$ 12,630.00
Design, Construction & Bid	\$ 116,651.00	\$ 67,757.00	\$ 164,010.50
Document Prep			
Soil Borings (8 each)	\$ 15,103.00	\$ 11,382.00	\$ 4,800.00
Televising Sewer (1,550 LF)	\$ -	\$ -	\$ 6,420.00
Cost Estimates		\$ 3,340.00	\$ 2,504.00
Meetings	\$ 5,845.00	\$ 4,236.00	
Design Total	\$ 158,059.00	\$ 101,285.00	\$ 190,364.50
Construction Observation	\$ 132,164.00	\$ 140,389.00	\$ 194,194.63
Material Testing	\$ 2,060.00	\$ 5,500.00	\$ 5,000.00
Meetings	\$ 5,634.00		\$ 8,415.00
Record Drawings	\$ 12,482.00	\$ 5,994.00	\$ 8,415.00
Construction Observation Total	\$ 152,340.00	\$ 151,883.00	\$ 216,024.63
Total Cost	\$ 310,399.00	\$ 253,168.00	\$ 406,389.13

2014 Reconstruction Project
 Major Street: Walnut Street)
 Hinsdale, IL

HR Green J.J. Benes Rempe-Sharpe

Review erosion/sediment control
 Complete payment estimates
 Complete change orders
 Construction meetings
 Weekly reports
 Material Testing
 Record Drawings
 Administration/Coordination
 Project close out
 Record drawings (autocad)
 Project files (job boxes)

Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes

Consulting Firm complies with
 Illinois Fair Employment Practices Commission's
 Rules and Regulations
 Americans with Disabilities Act of 1990
 Public Act 87-1257 regarding sexual harassment
 OSHA rules and regulations
 Federal Drug Free Work Place Act

Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes

*Proposal for Construction Engineering
Services*

2014 Reconstruction Project



**VILLAGE
OF HINSDALE**

Submitted to:
The Village of
Hinsdale
DuPage County, Illinois

Submitted by:
James J. Benes and Associates, Inc.
January 18, 2013



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

January 18, 2013

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

Re: 2014 Reconstruction Project

Dear Dan:

James J. Benes and Associates, Inc. appreciates the opportunity to submit this Proposal to provide design and construction engineering services for the Village's 2014 Reconstruction Project. We have provided similar services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. The following sections outline our understanding of the scope of improvements and the specific engineering services to be provided. The "Compensation" section and attached "Estimate of Manhours and Costs" present the estimated manhours and costs and not-to-exceed cost to complete the specified services. An initial Project Schedule is also attached.

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

UNDERSTANDING OF PROJECT

The Village of Hinsdale's 2014 Reconstruction Program will include the following elements:

Road Reconstruction

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Walnut Street	Madison St.	Washington St.	2000'
Walnut Street	Garfield St.	Elm St.	1305'
Vine Street	Walnut St.	Maple St.	574'
Walker Road	York Rd.	The Lane	321'

Road Resurfacing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Madison Street	Hickory St. .	Walnut St.	507'
Walnut Street	Elm St.	Oak St.	660'
Maple Street	Lincoln St.	Walnut St.	535'

Water Main Replacement

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Walnut Street	Garfield St.	Elm St.	1305'
Walker Road	York Rd.	The Lane	321'

<u>Storm sewer Separation</u>			
<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Alley	211 N Madison	Madison St.	265'
Madison Street	alley.	Walnut St.	456'
Walnut Street	Madison St.	Vine St.	800'
Alley	Walnut St	T-alley.	287'
Alley	T-alley	Vine St.	172'
Vine Street	alley	Maple St.	287'
Walnut Street	Lincoln St.	Washington St.	200'
Garfield Street	Hickory St.	Maple St.	546'
Walnut Street	Garfield St.	Oak St.	1635'

The improvements will be constructed during the 2014 construction season.

The Village desires professional engineering services to perform design, construction and feasibility services including survey, preparation of plans and specifications, permitting, bidding services, construction observation, and final construction documentation. The specific services to be provided are outlined in the Project Approach section of the Proposal.

PROJECT APPROACH

The scopes of the services are based on the Request for Proposals (RFP) dated December 14, 2012. Design engineering shall be in accordance with MFT guidelines and shall generally consist of Data Collection, Final Design and Document Preparation, and Coordination. The specific tasks associated with each of these phases are outlined below.

Construction engineering shall meet Village requirements.

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

DESIGN ENGINEERING SERVICES

A. Data Collection

1. We anticipate a kick-off meeting at the onset of the project to review the goals and schedule and to obtain background data. Plans, atlases, aerial photography, standard details, and specifications will be obtained.
2. For locations of water main replacement and storm sewer installation, field surveys will be performed as needed to supplement information shown on existing engineering plans and aerial photography. The sizes and inverts of all sewers will be established. The survey will use the Hinsdale datum.
3. A field reconnaissance will be performed to establish existing conditions and construction quantities for pavement patching, crack control, curb and gutter repair, structure adjustment/reconstruction, and sidewalk removal and replacement. The criteria for curb and sidewalk replacement and structure repairs will be coordinated with the Village prior to the reconnaissance. Aerials or existing engineering plans will be used as the base plan sheets for the streets without water main improvements. Street lengths, pavement widths, locations of utility structures, pavement patching, lengths of curb and gutter removal and replacement, and areas of ADA sidewalk repair will be obtained. Existing engineering plan sheets, where available, will be used for street lengths and pavement widths.

4. Utility information will be gathered from the utility companies.
5. Soil borings and soil sampling for CCDD documentation will be performed for the proposed water main replacement improvements. This work will be subcontracted to a geotechnical engineering consultant. Per the RFP, **a minimum of 12** soil borings/samplings are assumed.

B. Final Design and Document Preparation

1. Perform final design and prepare the following plan sheets:
 - a. Title Sheet
 - b. General Notes
 - c. Summary of Quantities
 - d. Typical Sections
 - e. Traffic Control Plans
 - f. Resurfacing Plan Sheets (using aerial base sheets)
 - g. Water Main Plan & Profile Sheets (using aerial base sheets)
 - h. Storm Sewer Plan Sheets & Schedules (using aerial base sheets)
 - i. Construction Details
2. Prepare street by street estimate of cost.
3. Prepare technical specifications and special provisions using IDOT MFT and Village policies and procedures. The special provisions will reference the IDOT Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water and Sewer Main Construction in Illinois.
4. Prepare bidding and contract documents will be prepared using Village and IDOT MFT policies and procedures.

C. Coordination

1. Plans, special provisions and cost estimates will be submitted to the Village and IDOT. Meetings will be held, as needed, with the Village and IDOT to discuss review comments.
2. Plans, special provisions, and a permit application will be submitted to the IEPA for the proposed water main improvements.
3. We will attend the bid opening; prepare a bid tabulation; and prepare correspondence for award of contract.

CONSTRUCTION ENGINEERING SERVICES

1. We will attend the pre-construction meeting with the Village and Contractor to review the project requirements, scheduling, sub-contractors, and other matters associated with the construction of the project. Electronic copies of the construction documents will be provided to the Village and contractor for use during construction of the improvement.
2. We will establish the limits of construction and will check the Contractor's layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines. The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
 - Expediting the work for the Contractor.
 - Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
 5. Quality assurance testing and management will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted.
 6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed costs for the 2014 Resurfacing Project are as follows:**

Design Engineering	\$ 101,285
Construction Engineering	<u>\$151,883</u>
Total Not-To-Exceed Cost	\$ 253,168

The not-to-exceed costs are based on the "Estimates of Manhours and Costs" that are attached to and made part of the proposal. Also attached is a Project Schedule for completion of the tasks listed in the Project Approach.

COMPLIANCE WITH RULES AND REGULATION

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

Respectfully Submitted,

JAMES J. BENES AND ASSOCIATES, INC.

by:  Jeffrey C. Ziegler
Vice President

APPENDIX A

ESTIMATE OF MANHOURS AND COSTS
VILLAGE OF HINSDALE
2014 RECONSTRUCTION PROJECT (Walnut Street)

PHASE II ENGINEERING

CATEGORY OF SERVICE	PRINC.	SR. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	SERVICES BY OTHERS	TOTAL COST
PHASE 2 ENGINEERING							
A. DATA COLLECTION							
1. Kickoff Meeting	2	4	4	0	10		\$1,165
2. Previous Studies, Plans and Data	0	4	0	0	4		\$467
3. Field Recon. w/ staff	0	4	4	0	8		\$848
4. Utility Coordination	0	0	2	1	3		\$252
5. BNSF/Metra Coordination	0	0	0	0	0		\$0
6. Flood Plain Information	0	0	1	0	1		\$97
	2	12	11	1			
B. FIELD SURVEYS (not incl. RR Prot Liab and Flagmen)	1	2	8	220	231		\$14,570
	1	2	8	220			
C. ENVIRONMENTAL ANALYSES							
1. Prepare & Submit Environmental Survey Request	0	0	0	0	0		\$0
2. Sewer Clean and Televis	0	0	0	0	0		\$0
3. Special Waste Screening/PESA Coordination (TSC)	0	2	0	0	2	\$7,000	\$7,234
	0	2	0	0			
D. SOILS AND GEOTECHNICAL							
1. Negotiate Subcontract (TSC)	0	0	0	0	0	\$11,000	\$11,000
2. Analyze Soils Report	0	0	2	0	2		\$191
3. Structure Evaluation	0	0	2	0	2		\$191
	0	0	4	0			
E. FINAL DESIGN							
1. Survey Clean-up & Base Sheets	0	4	2	60	66		\$4,317
2. TIN Model	0	0	8	8	16		\$1,251
3. Base Plan Sheets	0	2	24	24	50		\$3,989
4. Horizontal Alignment, Geometrics & plot exist. X-Section	0	2	80	8	90		\$8,363
5. Establish Proposed Profile/X-Sect. & ROW Analysis	0	0	80	2	82		\$7,764
6. Typical Sections	0	0	12	12	24		\$1,877
7. Storm Drainage Analysis and Options	0	2	80	16	98		\$8,851
8. Comp Storage and Stormwater Volume Mitigation	2	4	24	16	46		\$4,051
9. Traffic Control and Staging Plan	0	12	0	4	16		\$1,646
10. Standard and Construction Details	0	0	16	8	24		\$2,016
11. Quantities and Cost Estimate	1	4	8	32	45		\$3,340
12. QC/QA Plan and Estimate Review	8	0	8	8	24		\$2,518
	11	30	342	198			
F. COORDINATION							
1. Metra/BNSF	0	0	0	0	0		\$0
2. Village Engineering and Public Works	4	8	4	0	16		\$1,949
3. Misc. Phone, E-mail & Written Coord. w/Vill., DC	4	8	8	0	20		\$2,333
	8	16	12	0			
G. CONTRACT DOCUMENTS							
1. Develop Special Provisions	2	0	8	0	10		\$1,082
2. Prepare MFT Contract Specifications	0	0	8	4	12		\$1,007
3. QC/QA Review	2	8	0	0	10		\$1,251
	0	0	0	0	0		\$0
	4	8	16	4			
H. PUBLIC INVOLVEMENT							
1. Village Board or Committee Meeting	6	8	4	4	22		\$2,510
2. Other Public Informational Meetings	4	4	4	4	16		\$1,726
	10	12	8	8			
I. BIDDING AND COORDINATION							
1. Notice to Bidders	0	2	0	0	2		\$1,150
2. Pre Bid Meeting and Bid Opening	2	4	8	12	26		\$2,279
	2	6	8	12			
TOTAL ALL PHASE I ITEMS							
	38	88	409	443	978	\$18,000	\$101,285

ESTIMATE OF MANHOURS AND COSTS
VILLAGE OF HINSDALE
Proposed 2014 Reconstruction Project - Walnut St.

CATEGORY OF SERVICE	PRINC.	S.R. ENGR.	PROJ. ENG.	TECH	TOTAL HOURS	I H DIRECT COST	SERVICES BY OTHERS	TOTAL COST
PHASE 3 CONSTRUCTION ENGINEERING								
A. DATA COLLECTION								
1. Pre Construction Conference	2	0	6	0	8			\$761
2. Construction Layout	0	0	0	32	32			\$1,874
3. Shop Drawings	0	0	4	0	4			\$304
4. Inspection, Payouts and Change Orders (145 wd)	3	0	1,160	742	1,905		\$5,500	\$137,681
5. Punchlist	2	0	16	64	82			\$5,269
6. Final Inspection and Documents	0	0	48	40	88			\$5,994
	7	0	1,234	878				
TOTAL ALL PHASE 3 ITEMS								
	7	0	1,234	878	2,119	\$0	\$5,500	\$151,883

PROJECT SCHEDULE
VILLAGE OF HINSDALE
2014 RECONSTRUCTION PROJECT

Months	2013												2014												NSV	
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Data Collection			XXXXX																							
Final Design				XXXXX	XXX																					
Plan Preparation					XXXX	XXXX	XXXXX	XX																		
Document Preparation							XX	XX																		
Village Review					RR	RR	RR							RR												
IEPA Permitting FCWRD Permitting								RR	RRRRR	RR																
Bidding												XX	XX													
Construction (145 Working Days)																XXXX	XXXX	XXXXX	XXXX	XXXX	XXXXX	XXXX				

PROJECT EXPERIENCE

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

Project / Client	(1400) 2012 Resurfacing / Village of Western Springs
Scope of Work / (Contractor) / Client POC	Design, Field inspection and construction management for the resurfacing of 0.75 miles of bituminous streets in southeast Western Springs. Village of Western Springs – Matt Supert, Director of Municipal Services (708) 246-1800
Project Team	Ziegler, Gidley
Construction Cost / Fee / Year	Const. Cost \$ 181,250/ Const. Insp. Fee \$ 10,646 incl. geotechnical services / 2012

Project / Client	(1398) 2012 Resurfacing / Village of Hinsdale
Scope of Work / (Contractor) / Client POC	Design, Field inspection and construction management for the replacement of 5,200' of 6" water main, and 664' of sewer and the resurfacing of 1.11 miles of bituminous streets in Hinsdale. Village of Hinsdale – Dan Deeter, Village Engineer (630) 789-7039
Project Team	Ziegler, David
Construction Cost / Fee / Year	Const. Cost \$ 1,902,702/ Const. Insp. Fee \$ 66,863 incl. geotechnical services / 2012

Project / Client	(1391) 2012 Woodland Avenue Reconstruction / Village of Western Springs
Scope of Work / (Contractor) / Client POC	Design, field inspection and construction management for the replacement of 3000' of water main, 200' of storm sewer and pavement reconstruction of Woodland Avenue between Central Ave and Ogden Avenue.. Village of Western Springs – Matt Supert, Director of Municipal Services (708) 246-1800
Project Team	Ziegler, Gidley, Strait
Construction Cost / Fee / Year	Const. Cost \$ 1,512,611 / Const. Insp. Fee \$ 77,124 incl. geotechnical services / 2012

Project / Client	(1388) 2012 Reconstruction / Village of Hinsdale
Scope of Work / (Contractor) / Client POC	Field inspection and construction management for the replacement of 5,200 feet of water main, over 5,100' storm sewer and almost 3,000' sanitary sewer and reconstruction of 1.155 miles of streets in north central Hinsdale. Village of Hinsdale – Dan Deeter, Village Engineer (630) 789-7039
Project Team	Ziegler, Gilmore, Jama
Construction Cost / Fee / Year	Const. Cost \$ 4,089,833 / Const. Insp. Fee \$ 194,406 incl. geotechnical services / 2012

Project / Client	(1344) 2011 MFT Street Improvements / Village of Riverside
Scope of Work / (Contractor) / Client POC	Design, field inspection and construction management for the removal and replacement of HMA surface course on 4,500 feet of North Delaplaine Road in a residential neighborhood. Project included removal and replacement of 4 catch basins and 4 manholes, 6 catch basins, 3 valve vaults and 7 manholes to be adjusted, 10 manholes and 1 valve vault to be reconstructed, and 7 valve boxes to be adjusted. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
Project Team	Adomshick, Gidley, Jama
Construction Cost / Fee / Year	Const Cost \$240,979 / Design fee \$28,316 / 2011

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

Project / Client	(1324) Ridgewood Road ARRA Phase III / Village of Riverside
Scope of Work / (Contractor) / Client POC	Provided resident construction engineering services for the Phase III resurfacing of 830 feet of collector streets using ARRA funding. The construction included adjustment and reconstruction of existing drainage structures, replacement of detector loops, base course patching, curb & gutter removal and replacement, milling and resurfacing the HMA surface, pavement markings and landscape restoration. Village of Riverside – Edward Bailey, Director of Public Works (708) 447-2700
Project Team	Adomshick, Nelson, Strait, Jama
Construction Cost / Fee / Year	Const Cost - \$158,400 / Final Fee \$22,996 / 2010

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

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

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

Project / Client	(1257) Main Street Construction / Village of Lisle
Scope of Work / (Contractor) / Client POC	Provided construction engineering services for 2,200 feet of roadway reconstruction in the central business district with MFT funding. The project included traffic signals at three intersections and ornamental street lighting, and was coordinated with streetscaping improvements constructed under a separate contract. Village of Lisle - Jason Elias, Director of Public Works (630) 271-4170
Project Team	Cottingham, Miedema, Jama
Construction Cost / Fee / Year	Est. Cost - \$2,874,000 / Final Fee \$240,932 / 2008

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

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



REMPE-SHARPE

& Associates, Inc.

Principals

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

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

CONSULTING ENGINEERS

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

January 16, 2013

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

Attn: Dan Deeter, P.E.
Village Engineer

Re: 2014 Reconstruction Project
Hinsdale, Illinois

Dear Mr. Deeter,

Please find attached our Proposal for Phase II and Phase III Engineering Services in support of the Village of Hinsdale's 2014 Reconstruction Project. It is our understanding that the 2014 Project will reconstruct approximately 8,154 lineal feet of streets, 1,626 feet of water main replacement, partial sanitary sewer lining/replacement (per televising results), and 4,357 feet of storm sewer construction.

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

Our Scope of Consultant Services to be provided include preliminary and final design, specifications, preparation of contract documents, coordination of the permit process including (but not limited to) IEPA - Water Supply, and the bid cycle process. Phase III engineering services are included, and this scope is itemized herein.

a. PROJECT SCOPE OF PROFESSIONAL SERVICES

1. The project consists of demolition/removal and full depth replacement of the existing residential streets with a full depth HMA structure as well as utility improvements.

2. The objectives of the project are:
 - a. Separate combined sewers in the vicinity of Madison and Walnut Street from Madison to Vine (West Sewer Separation)
 - b. Provide storm sewer drainage of the low area within the 200-block of North Madison/400-block of North Walnut (West Sewer Separation)
 - c. Provide storm sewer drainage of the alley "T" intersection within the 100-block of North Vine (West Sewer Separation)
 - d. Separate combined sewers on Walnut Street from Lincoln to Park, and on Garfield Street from Hickory to Maple (East Sewer Separation)
 - e. Improve street pavements.
3. The 2014 Reconstruction program will include the following areas:

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Est. Dist. (LF)</u>	<u>Scope</u>
<u>West Sewer Separation</u>				
Alley	211 N.Madison	N. Madison	265	Storm Sewer & HMA Patch
N. Madison	Alley	Walnut	165	Storm Sewer & HMA over AC Patch
N. Madison	Hickory	Walnut	507	R&R 2" HMA Surface
W. Walnut	Madison	Clay	456	Reconstruct Street; Storm Sewer Separation
W. Walnut	Clay	Vine	344	Reconstruct Street; Storm Sewer Separation
Alley	300-block Walnut	Alley "T"	287	Storm sewer & Agg.Pavement
Alley	Alley "T"	Vine	172	Storm sewer & Agg.Pavement
Vine	Walnut	Maple	574	Reconstruct Street
Vine	Alley	Maple	287	Storm Sewer
W.Walnut	Vine	Grant	412	Road Reconstruction
W.Walnut	Grant	Lincoln	387	Road Reconstruction
W.Walnut	Lincoln	Washington	400	Road Reconstruction
W.Walnut	Lincoln	Washington	200	Storm Sewer Separation

East Sewer Separation

Garfield	Hickory	Walnut	266	Storm Sewer & HMA Patch
Garfield	Walnut	Maple	280	Storm Sewer & HMA Patch
E.Walnut	Garfield	Park	649	Road Reconstruction; Storm Sewer Separation Water Main Construction
E.Walnut	Park	Elm	656	Road Reconstruction; Storm Sewer Separation; Water Main Construction
E.Walnut	Elm	Oak	660	Road Resurfacing
E.Walnut	Elm	Oak	330	Storm Sewer Separation
E.Maple	Lincoln	Washington	535	Road Resurfacing
Walker	York	The Lane	321	Road Reconstruction Water Main Construction

4.
 - a. Engineering plans shall note paving and watermain at intersection to extend into street radius returns
 - b. The limit to be noted between milling and resurfacing
 - c. Sidewalk ramps to meet ADA Standards, and where feasible per site specific grading conditions, and as directed by the Hinsdale Village Engineer, public sidewalks shall be reconstructed in compliance with ADA standards.
5. Rempe-Sharpe's initial project schedule is attached.
6. Known site conditions for consideration in design include:
 - a. The east sewer separation will terminate at the 96-inch Flagg Creek storm sewer mid-block on the 300-block of E. Walnut (Elm – Oak).
 - b. The west sewer separation will terminate at the 48-inch storm sewer at the intersection of Vine & Maple.
 - c. The Oak Street Bridge replacement is scheduled to begin +/- June 2014. The storm sewer construction on the 300-block of E.Walnut (Elm – Oak) should be schedule to be completed and paved as soon as possible.
7. Rempe-Sharpe will conduct detailed field surveys as necessary to provide the appropriate construction drawings. All surveys will use the NAVD 88 datum from the Geodetic Survey Monument in the vicinity of Chicago & Garfield. Full field surveys are not required for those locations where only HMA surface R&R will occur.

8. During design engineering, Rempe-Sharpe will conduct soil borings to determine soil bearing conditions and lab analysis of soil representative of that anticipated to be taken to a CCDD facility.
 - a. At least twelve (12) bore holes will be taken evenly distributed throughout the site(s)
 - b. Samples for lab testing will be taken at 2' intervals to the anticipated depth of construction.
 - c. Borings will be made in the vicinity of any LUST, SRP site, CERCLA sites within one (1) mile, or at obvious signs of dumping or outside storage.
 - d. Samples will be tested at a certified lab for BTEX, PNAs and metals (using SPLP method).
9. Geotech analysis shall include CCDD analysis. The contractor will coordinate with the Village to develop/modify CCDD material management process and actions upon being notified that any material is suspected of being contaminated.
10. Sanitary cleaning and televising to determine sections to be lined or spot repaired – not applicable.
11. The plans and specifications will be prepared per IDOTs Procedural Guidelines for the Assemblage and Handling of an MFT Construction, latest edition, and will reference IDOT Standard Specifications and Supplemental Specifications. Plans will include limited sidewalk and crossing improvements per the ADA standards.
12. Rempe-Sharpe will design water and sewer mains in accordance with (IAW), the Standard Specifications for Water & Sewer Main Construction in Illinois and the Village of Hinsdale requirements. Rempe-Sharpe will provide recommendations for the use of open cut and trenchless construction where applicable.
13. Rempe-Sharpe will evaluate existing curb and gutter for spot repairs, based on Village of Hinsdale guidelines.
14. Utility structures will be repaired and adjusted as required, based on Village of Hinsdale guidelines, and brick manholes will be replaced.
15. Existing driveway aprons and sidewalks will remain unless disturbed by other construction activities. Sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA standards, or as directed by the Village.
16. Impact to existing trees will be considered during the design. Tree protection measures, such as root pruning, tree fencing and/or trunk protection, will be specified to protect trees during construction.
17. All effected parkways will be restored with new sod.
18. Rempe-Sharpe will provide a detailed engineer's opinion of probable construction costs.

19. Rempe-Sharpe will coordinate the design with all public and private utilities.
20. Rempe-Sharpe has provided a proposed schedule for design and construction of the project (attached) which verifies key milestone dates as noted:
 - a. Opening Construction Bids January 31, 2014
 - b. Construction Begins April 1, 2014
 - c. Construction Ends Not Later Than November 15, 2014
21. Rempe-Sharpe will provide bidding services including preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received and verification of bid documents.
22. Rempe-Sharpe will provide a full-time Resident Engineer for the duration of the project. The Resident Engineer responsibilities includes, but are not limited to:
 - a. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
 - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.
 - c. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Rempe-Sharpe's Resident Engineer will advise the Village of any changes or conditions that impact the project in a timely manner.
 - d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
 - e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
 - f. Daily review and inspect traffic control items and erosion control plan implementation / maintenance.
 - g. Alert the contractor's field superintendent when unapproved materials or equipment are being used and advise the Village of such occurrences.
 - h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals.
 - i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.

- j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle paperwork associated with appropriated funds, and all paperwork to close-out the project.
 - k. Coordinate with the contractor for the contractor's submittal of a complete set of record drawings.
 - l. Track the status of the budget by street and phase in order to provide the Village periodic (at least monthly) updates concerning the financial and scheduling status of the project.
23. Rempe-Sharpe will inform the Village of any perceived changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.

Our not-to-exceed fee for Design, Borings, Materials testing and Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed:

Design Phase Engineering	\$190,364.50
Construction Phase Engineering	<u>\$216,024.63</u>

TOTAL PROJECT NOT TO EXCEED ENGINEERING BUDGET \$406,389.13

Hinsdale's financing source for the 2014 Reconstruction Project has been verified to be general revenue, and will utilize approximately 30% MFT funding.

B. EXCLUSIONS

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), Q/A materials testing to be 20% frequency as noted, borings to be the twelve (12) -8' depth as noted, stormwater permitting, hydrologic and hydraulic modeling, and as-Built information to be provided by Contractor for plot by Engineer.

C. ADDITIONAL SERVICES

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

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

D. DEFINITION OF DIRECT PROJECT EXPENSES

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

E. PERIOD OF SERVICE

The Project Schedule (attached) verifies milestone dates as requested:

Open Construction Bids	January 31, 2014
Construction Begins	April 1, 2014
(Construction shall be limited to 145 Working Days)	

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project.

F. OWNER'S RESPONSIBILITIES

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

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

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

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the 2014 Reconstruction Project progresses.

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

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

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

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

G. TERMINATION

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

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

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

2. CONTROLLING LAW

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

3. SUCCESSORS AND ASSIGNS

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

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

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until February 28, 2013.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.

BY:



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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Engineering Services and Fees relative to the Hinsdale 2014 Reconstruction Program is hereby accepted and Rempe-Sharpe is authorized to proceed with design services.

Signed this _____ day of _____, 2013

By: _____
Mr. Dan Deeter, P.E. Date

Attest: _____
Date

EXHIBIT "A"

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

EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2013 TO DECEMBER 31, 2013

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$126.50/HR
SENIOR PROJECT ENGINEER	\$103.00/HR
PROJECT ENGINEER	\$99.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	\$93.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 1)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 2)	\$65.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	\$68.00/HR
DRAFTING TECHNICIAN (GRADE 2)	\$55.50/HR
DRAFTING TECHNICIAN (GRADE 3)	\$42.00/HR
SURVEYING PARTY CHIEF	\$75.00/HR
SURVEYING TECHNICIAN (GRADE 1)	\$61.00/HR
SURVEYING TECHNICIAN (GRADE 2)	\$42.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	\$76.50/HR
CONSTRUCTION INSPECTOR (GRADE 2)	\$66.00/HR
CONSTRUCTION TECHNICIAN	\$52.00/HR
ADMINISTRATIVE ASSISTANT	\$59.00/HR
CLERK TYPIST	\$45.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

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

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

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

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

**2014 RECONSTRUCTION PROJECT
VILLAGE OF HINSDALE, IL**

STREET NAME	FROM	TO	EST. DIST. (FT)	SCOPE		SURVEY CREW		DESIGN ENGINEER		CAD/TECHNICAL		PERMITS (EA)		CLERK TYPST	OTHER	TOTAL	
				WEST SEWER SEPARATION	EAST SEWER SEPARATION	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST				REVISIONS (EA)
Alley	211 North Madison	North Madison	285	Storm Sewer & HMA Patch	Storm Sewer & HMA Patch	2	\$351.00	11	\$1,028.50	12	\$374.00	3	\$90.00	3	\$281.50	\$4,122.00	
Alley	165	West Walnut	West Walnut	2	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	2	\$224.00	7	\$684.50	11	\$1,028.50	4	\$374.00	3	\$90.00	\$3,297.50
Alley	597	North Madison	North Madison	5	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	5	\$684.50	11	\$1,028.50	10	\$90.00	4	\$374.00	3	\$90.00	\$3,974.50
Alley	456	West Walnut	West Walnut	5	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	5	\$684.50	11	\$1,028.50	10	\$90.00	4	\$374.00	3	\$90.00	\$3,974.50
Alley	344	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	287	West Walnut	West Walnut	3	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	3	\$351.00	11	\$1,028.50	12	\$374.00	3	\$90.00	3	\$90.00	\$3,071.00
Alley	172	West Walnut	West Walnut	2	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	2	\$224.00	7	\$684.50	11	\$1,028.50	4	\$374.00	3	\$90.00	\$2,824.50
Alley	574	West Walnut	West Walnut	6	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	6	\$762.00	12	\$374.00	12	\$374.00	2	\$107.00	50.00	\$5,448.00	
Alley	287	West Walnut	West Walnut	3	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	3	\$351.00	11	\$1,028.50	12	\$374.00	3	\$90.00	3	\$90.00	\$3,071.00
Alley	413	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	387	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	400	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
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Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
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Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch	4	\$484.00	10	\$90.00	12	\$374.00	3	\$90.00	3	\$90.00	\$3,272.50
Alley	200	West Walnut	West Walnut	4	Storm Sewer & HMA Overlay, AC Patch	Storm Sewer & HMA Overlay, AC Patch											

**2014 RECONSTRUCTION PROJECT
VILLAGE OF HINSDALE
STAFFING ALTERNATIVE "B"**

TASK	RESIDENT ENGINEER		CONSTRUCTION INSPECTOR (I)		OTHER	TOTAL HOURS	TOTAL (\$)
	@ (HRS)	\$93.50 (\$)	INTERN @ (HRS)	\$42.00 (\$)			
21a Meetings (Preconstruction and Weekly)	90	\$8,415.00				90	\$8,415.00
21b Inspection/Construction Observation			1,088	\$45,696.00		1,088	\$45,696.00
21c Diary, Weekly Report, Documentation	165	\$15,427.50				165	\$15,427.50
21d Village's Liaison Assistance	50	\$4,675.00				50	\$4,675.00
21e Documentation	280	\$26,180.00				280	\$26,180.00
21f Review Traffic Control & Erosion Control	135	\$12,622.50				135	\$12,622.50
21g Notify - Unapproved Material & Equipment	70	\$6,545.00				70	\$6,545.00
21h Public Act 96-1416 Debris Testing	60	\$5,610.00				60	\$5,610.00
21i Payment Estimates and Change Orders	90	\$8,415.00				90	\$8,415.00
21j Completion, Punchlist, MFT Paperwork	150	\$14,025.00	40	\$1,680.00		190	\$15,705.00
21k Coordinate Contractor Completion of Record Drawings	90	\$8,415.00				90	\$8,415.00
21l Track Costs	100	\$9,350.00				100	\$9,350.00
21m Change Orders:							
1. Pre-Approval with Village	100	\$9,350.00				100	\$9,350.00
2. Change Order Weekly Update	50	\$4,675.00				50	\$4,675.00
3. Change Order Review and Approval	50	\$4,675.00				50	\$4,675.00
21n Pre-Construction Video of Construction Site	35	\$3,272.50	10	\$420.00		45	\$3,692.50
21o Resident Notification Assistance as Required	40	\$3,740.00				40	\$3,740.00
21p Coordinate / Assist with Village Public Services	90	\$8,415.00				90	\$8,415.00
Q/A Testing (TSC)					\$5,000.00		\$5,000.00
Mileage:							
Resident Engineer					\$6,410.25		\$6,410.25
Construction Engineer					\$3,010.88		\$3,010.88
TOTAL	1,645	\$153,807.50	1,138	\$47,796.00	\$14,421.13		\$216,024.63

NOTE: Staffing Alternative "B" as outlined reflects 1 year experienced engineering intern as second Resident Inspector, with savings to Hinsdale of \$39,261.00 to budget as shown.

ID	Task Name	Duration	Start	Finish	Predecessors	13, '13						
						M	T	W	T	F	S	W
1	2014 Hinsdale Street Reconstruction Program	0 days	Tue 1/15/13	Tue 1/15/13								
2	Engineering Services Agreement	1 day	Tue 2/19/13	Tue 2/19/13								
3	Design kick-off meetings with Hinsdale Public Works	3 days	Wed 2/20/13	Fri 2/22/13	2							
4	Coordinate Utility Locates	5 days	Mon 2/25/13	Fri 3/1/13	3							
5	Topographic Survey & base sheet preparation	12 days	Mon 3/4/13	Tue 3/19/13	4							
6	pavement cores & borings , report	14 days	Wed 3/20/13	Mon 4/8/13	5							
7	plan design to 30 %	38 days	Tue 4/9/13	Thu 5/30/13	6							
8	submit to Village for 30% review cycle	10 days	Fri 5/31/13	Thu 6/13/13	7							
9	revise - complete plans to 60 %	28 days	Fri 6/14/13	Tue 7/23/13	8							
10	submit to Village for 60% review cycle	10 days	Wed 7/24/13	Tue 8/6/13	9							
11	meet with Village Engineer & Public Works	1 day	Wed 8/7/13	Wed 8/7/13	10							
12	revise , complete plans , specs to 90 %	26 days	Thu 8/8/13	Thu 9/12/13	11							
13	submit for 90% Hinsdale review	10 days	Fri 9/13/13	Thu 9/26/13	12							
14	complete plans , specs , estimates & permits	22 days	Fri 9/27/13	Mon 10/28/13	13							
15	Final Q/A review	12 days	Tue 10/29/13	Wed 11/13/13	14							
16	IEPA permits received	30 days	Tue 10/29/13	Mon 12/9/13	14							
17	Advertise for bidders	5 days	Tue 12/10/13	Mon 12/16/13	16							
18	Documents Available for bidders	1 day	Tue 12/17/13	Tue 12/17/13	17							
19	Bid cycle	32 days	Wed 12/18/13	Thu 1/30/14	18							
20	Construction Bid Opening	1 day	Fri 1/31/14	Fri 1/31/14	19							
21	EPS Approval	1 day	Mon 2/11/13	Mon 2/11/13								
22	Vill Board Approval	1 day	Mon 2/18/13	Mon 2/18/13								
23	NOA	1 day	Tue 2/19/13	Tue 2/19/13	22							
24	NTP/ Administrative/ Bond	22 days	Wed 2/20/13	Thu 3/21/13	23							
25	Utility locates / Survey Base Control / Preconstr Mtg	6 days	Fri 3/22/13	Fri 3/29/13	24							
26	Construction Starts	1 day	Mon 4/1/13	Mon 4/1/13	25							
27	Construction Cycle	145 days	Fri 4/12/13	Thu 10/31/13	26							
28	Substantial Completion	0 days	Thu 10/31/13	Thu 10/31/13	27							

Project: Hinsdale014reconstr

Date: Thu 1/17/13

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Page 1



PROFESSIONAL SERVICES AGREEMENT

For

HINSDALE 2014 RECONSTRUCTION PROJECT (WALNUT STREET) Surveying Services, Design/Bid Documentation Preparation and Construction Engineering Services

Mr. Dan Deeter, Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
Phone: (630) 789-7039

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
(815) 462-9324
HR Green Project Number: 87120531

January 18, 2013

TABLE OF CONTENTS

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

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

1.0 Project Understanding

1.1 General Understanding

COMPANY is pleased to submit this proposal to the CLIENT for preparation of contract plans, providing bidding services, and Phase III construction engineering services for the Village of Hinsdale 2014 Reconstruction Project (Walnut St.), located in DuPage County, Illinois. Preparation of these contract plans will include design tasks that are necessary for a local letting with the project to utilize General Village Funds for Engineering and MFT Funding for Construction (MFT < \$1,200,000). The contract will be billed on a time and materials, not to exceed, basis.

The proposed scope of services, budget and deliverables required are based on the Request for Proposal dated December 17, 2012 from Mr. Dan Deeter, Village Engineer and a subsequent email from Mr. Deeter dated January 16, 2013.

The scope of services to be provided includes topographic survey, design for pavement resurfacing and reconstruction approximately 7,500 linear feet as detailed below, storm sewer construction approximately 4,400 lineal feet, water main replacement approximately 2,400 lineal feet, sediment/erosion control design and treatment, and traffic control.

The 2014 Reconstruction Project includes improvements along the following street segments within the Village of Hinsdale:

West Sewer Separation -

- Alley
from 211 N. Madison to N. Madison Streets.
Length $\approx \pm 265$ feet – Storm Sewer & HMA Patch
Survey $\approx \pm 265$ feet of full right of way topo
- N. Madison Street
from Alley to Walnut Street.
Length $\approx \pm 165$ feet – Storm Sewer, HMA Patch
Survey $\approx \pm 165$ feet of full right of way topo
- N. Madison Street
from Hickory to Walnut Streets.
Length $\approx \pm 507$ feet – Remove and Resurface 2" HMA
Survey \approx N/A
- W. Walnut Street
from Madison to Clay Streets.
Length $\approx \pm 456$ feet – Reconstruct St. & Storm Sewer Separation
Survey $\approx \pm 456$ feet of full right of way topo
- W. Walnut Street

from Clay to Vine Streets.

Length $\approx \pm 344$ feet – Reconstruct St. & Storm Sewer Separation

Survey $\approx \pm 344$ feet of full right of way topo

- Alley
from 300 Block Walnut to Alley "T".
Length $\approx \pm 287$ feet – Storm Sewer, Agg. Surf. Cse.
Survey $\approx \pm 287$ feet of full right of way topo
- Alley
from Alley "T" to Vine Street.
Length $\approx \pm 172$ feet – Storm Sewer, Agg. Surf. Cse.
Survey $\approx \pm 172$ feet of full right of way topo
- Vine Street
from Walnut to Maple Streets.
Length $\approx \pm 574$ feet – Reconstruct St.
from Alley to Maple Street
Length $\approx \pm 287$ feet – Storm Sewer Separation
Survey $\approx \pm 574$ feet of full right of way topo
- W. Walnut St.
from Vine to Grant Streets.
Length $\approx \pm 413$ feet – Reconstruct St.
Survey $\approx \pm 413$ feet of full right of way topo
- W. Walnut St.
from Grant to Lincoln Streets.
Length $\approx \pm 387$ feet – Reconstruct St.
Survey $\approx \pm 387$ feet of full right of way topo
- W. Walnut St.
from Lincoln to Washington Streets.
Length $\approx \pm 400$ feet – Reconstruct St.
Length $\approx \pm 200$ feet – Storm Sewer Separation
Survey $\approx \pm 400$ feet of full right of way topo
- Clay St. (Alternate Route)
from Walnut to Maple Streets and remainder of Alley "T".
Length $\approx \pm 574$ feet – Reconstruct St., Storm Sewer, Agg. Surf. Cse.
Length $\approx \pm 172$ feet – Storm Sewer, Agg. Surf. Cse.
Survey $\approx \pm 746$ feet of full right of way topo

East Sewer Separation -

- Garfield Street
from Hickory to Walnut Streets.
Length $\approx \pm 266$ feet – Storm Sewer & HMA Patch
Survey $\approx \pm 266$ feet of partial right of way topo (roadway only)

- Garfield Street
from Walnut to Maple Streets.
Length $\approx \pm 280$ feet – Storm Sewer, HMA Patch
Survey $\approx \pm 280$ feet of partial right of way topo (roadway only)
- E. Walnut Street
from Garfield to Park Streets.
Length $\approx \pm 649$ feet – Reconstruct St., Storm Sewer Separation, & Water Main Reconstruction
Survey $\approx \pm 649$ feet of full right of way topo
- E. Walnut Street
from Park to Elm Streets.
Length $\approx \pm 656$ feet – Reconstruct St., Storm Sewer Separation, & Water Main Reconstruction
Survey $\approx \pm 656$ feet of full right of way topo
- E. Walnut Street
from Elm to Oak Streets.
Length $\approx \pm 660$ feet – Reconstruct St.
Length $\approx \pm 330$ feet – Storm Sewer Separation
Survey $\approx \pm 660$ feet of full right of way topo
- E. Maple St.
from Lincoln to Washington Streets.
Length $\approx \pm 535$ feet – Remove and Resurface 2" HMA
Survey \approx N/A
- Walker Street
from York St. to The Lane.
Length $\approx \pm 321$ feet – Reconstruct St. & Water Main Reconstruction
Survey $\approx \pm 321$ feet of full right of way topo

1.2 Design Criteria/Assumptions

- A. Design and construction document preparation for these improvements shall meet Village Standards and Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, IAW the Standard Specifications and Supplemental Specifications for Water & Sewer Main Construction in Illinois, and Illinois Environmental Protection Agency (IEPA) policies and design requirements as applicable.
- B. COMPANY will provide Full Time Construction Observation services for the project for an anticipated 145 Construction Days as stated in project RFP.
- C. COMPANY shall comply with all applicable laws, ordinances and regulations of the United States, State of Illinois, and the CLIENT.

2.0 Scope of Services

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

2.1 Surveying Services

A. Topographic Survey

i. Right-of-Way

COMPANY will locate the existing right-of-way of the street segments listed above. COMPANY will calculate the existing right of way based on found monuments and documentation. Preliminary fieldwork will be done using adjoining subdivision plats, tax maps and deeds.

ii. Field Survey

COMPANY will perform a topographic survey of the street segments listed above and will include visible, above ground, improvements lying within those limits. The survey will extend to the existing right-of-way on both sides of the street unless otherwise specified above, and include cross-sections at fifty (50) feet intervals. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm, sanitary and water main utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, CLIENT Atlas, evidence observed at each manhole, etc.). Trees six (6) inches or larger in diameter will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

iii. Survey Drawing

The final drawing will depict existing visible improvements within the areas described above, as well as street names, house numbers and the existing right of way lines as determined by COMPANY. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in GEOPak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

B. Record Drawings

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

2.2 Roadway Design and Contract Plan Preparation

- A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:
- i. Data collection, topographic survey as detailed in the previous section and project setup;
 - ii. Project specifications and special provisions;
 - iii. Site visits;
 - iv. Utility location mapping request;
 - v. Geotechnical Engineering Services (sub-consultant) for locations as detailed herein.
 - vi. Review Geotechnical Report (as prepared by sub-consultant) for locations as detailed herein;
 - vii. Permit preparation for Illinois Environmental Protection Agency (IEPA) –Division of Public Water Supply Permit;
 - viii. Notice of Intent/Notice of Termination submittal to IEPA;
 - ix. Storm Water Pollution Prevention Plan submittal to IEPA;
 - x. Develop pay items and schedule of quantities;
 - xi. Engineer's Opinion of Probable Construction Cost (EOPCC);
 - xii. Estimate of Time (EOT) for construction schedule estimate;
 - xiii. Coordination with CLIENT, IEPA, DuPage County and other required Agencies;
 - xiv. Design Document Submittal to CLIENT at 30%, 60% & 90%; Disposition of review comments from each Submittal. See following Section for Construction Document details;
 - xv. Quality Control;
 - xvi. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
 - xvii. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
 - xviii. Administration and Project Management.
- B. Developing Roadway, Storm Sewer, & Water Main Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2014 Reconstruction Project (Walnut St.). This contract is based on the following:
- i. The roadway improvements include approximately 7,500 feet of existing residential roads along the segments specified above in Section I – Project Understanding shall be improved. Included in the roadway improvements are approximately 2,400 lineal feet of water main replacement and approximately 4,400 lineal feet of storm sewer construction is included in the proposed scope of services.
 - ii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas).

- iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced where trenching operations for storm sewer and water main are required or reconstructed to full depth as identified in Section I – Project Understanding. Within proposed mill and resurface sections, pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
- iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
- v. Impact to existing trees shall be considered during design. Tree Protection measures such as root pruning and tree protection fencing shall be specified to protect trees during construction per CLIENT Standards/Guidelines (unit of measure equal to linear feet).
- vi. The special provisions and details for the water main and installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
- vii. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
- viii. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. This work is anticipated to include twelve (12) soil borings taken within the limits of the proposed underground utility construction as noted in previous section. The borings are anticipated to be required to a depth of six (6) feet and are for the purposes of determining suitable soils for utility construction as proposed within the request for proposal. The soils boring information shall be compiled in an abbreviated soils report which shall summarize the approximate soil conditions and associated construction recommendations within the anticipated utility construction corridor.
- ix. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA). Any Permit Fees are not included herein.

D. Meetings, Coordination, and Administration

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- Three (3) design related meetings with the CLIENT.

- One (1) Bid Opening meeting
- One (1) Pre-Con. meeting (included in Construction Observation hours)
- Weekly construction meetings (included in Construction Observation hours)

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 Construction Observation

A. Project Startup

COMPANY will provide pre-construction video of the construction site and adjacent property features. Assist CLIENT with resident and business construction zone notifications as required.

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 145 field days to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as applicable.

COMPANY will measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will review Contractor provided documentation to confirm that all materials incorporated into this project are approved materials and in accordance with the Special Provisions of this contract. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT Staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of 1/2" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

C. Meetings

COMPANY will attend pre-construction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies. COMPANY will attend weekly construction meetings which are included within forty (40) hour per week allotment proposed for field personnel assign for full-time construction observation of this project.

These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Contract

This Proposal/Agreement is based on the following anticipated construction schedule as noted within the Request for Proposal by CLIENT:

- Board of Trustees Contract Approval - February 19, 2013
- Design Commences - February 20, 2013
- Construction Documents and Permitting Completion – December 16, 2013
- Bid Opening – No Later Than January 31, 2014
- Construction Begin – April 01, 2014
- Construction Completion - October 31, 2014 (*145 field days on-site for Construction is anticipated*)

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

4.0 Items not included in Agreement/Supplemental Services

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

- Construction Staking Services
- Video Televising of Sewers
- Right-of-way/Property Line verification/identification
- Right-of-way/Easement Legal Description or Platting
- Retaining wall and/or structural design
- Floodplain LOMR/CLOMR
- Floodplain Compensatory Storage Calculations

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

5.0 Services by Others

Quality Assurance for Material Testing and CCDD soils borings and analysis will be provided by a Sub-Consultant to COMPANY.

6.0 Client Responsibilities

Provide prompt and timely input for items as required for project progress and schedule conformance. Provide utility and aerial mapping information as available upon request by COMPANY.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **310,399.00.**

A. Surveying Services			
Topographic Survey	184	\$ 20,100.00	\$ 360.00
Record Drawings	116	\$ 12,312.00	\$ 170.00
B. Phase II Plan Preparation	969	\$115,008.00	\$ 1,643.00
Geotechnical Engineering (Sub-consultant budgetary #)	n/a		\$ 15,103.00
C. Phase III Construction Engineering/Observation	1288	\$125,894.00	\$ 6,270.00
Materials Testing - QA (Sub- consultant budgetary #)	n/a		\$ 2,060.00
D. Meetings/Admin.	82	\$ 11,159.00	\$ 320.00
Subtotals:	2,647	\$284,473.00	\$ 25,926.00
			\$ 310,399.00

(1) Direct Costs:

Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.
(details available upon request)

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Work

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

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated

for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury

or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

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

8.26 Construction Observation

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

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

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

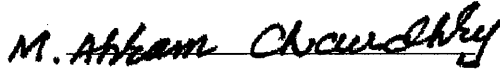
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Akram Chaudhry, P.E.

Title: Vice President

Date: 1/18/13

Village of Hinsdale

Accepted by:

Printed/Typed Name:

Title:

Date:

DATE: February 11, 2013

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER Board of Trustees Item	DEPARTMENT Community Development
ITEM Woodlands Phase 2 Project Design Engineering Woodland Avenue & Various Streets	APPROVAL Daniel M. Deeter Village Engineer

On 12/17/12, Request For Proposals (RFP) for design services for the Woodlands Phase 2 Project (Woodland Avenue and others) were sent to three engineering consultants with satisfactory relationships with the Village in accordance with 50 ILCS 510, section 5. The RFP application period ended 01/21/13 and the received proposals were evaluated against the RFP requirements.

The three engineering consultants were asked to provide proposals for design and construction observation services. These consultants are HR Green, Inc.; James J. Benes & Associates, Inc.; and Rempe-Sharpe & Associates, Inc. HR Green, Inc. and Rempe-Sharpe & Associates, Inc. provided proposals. Their proposals are attached. After reviewing the proposals, staff is recommending HR Green, Inc. to provide the design services. Design services are budgeted for \$315,000. Total engineering services are budgeted at \$630,000.

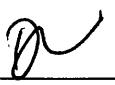
The streets to be improved in the Woodland's Phase 2 include:

- Woodland Avenue County Line Road to Taft Road
- Cleveland Road Woodland Avenue to South End
- Taft Road Woodland Avenue to 55th Street
- Harding Road Woodland Avenue to Taft Road

The design phase is anticipated to occur from February 2013 – March 2014. Construction will begin Spring 2014.

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

Motion: To Award the Engineering Services for the Design of the Woodlands Phase 2 Project to HR Green, Inc. in the Amount Not to Exceed \$123,012.00.

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

**2014 Woodlands Phase 2 Project
Hinsdale, IL**

RFP notice sent 12/17/12
Proposals Due: 01/21/13

	HR Green	Rempe-Sharpe
Topographic Survey	\$ 4,950.00	\$ 12,870.00
Stormwater Analysis & Permitting	\$ 18,676.00	\$ 23,332.00
Design, Construction & Bid Document Prep	\$ 77,407.00	\$ 158,927.00
Soil Borings (8 each)	\$ 6,500.00	\$ 5,000.00
Televising Sewer (1,550 LF)	\$ 2,910.00	\$ 6,981.00
Cost Estimates	\$ 2,064.00	\$ 5,776.00
Meetings	\$ 10,505.00	
<u>Design Total</u>	<u>\$ 123,012.00</u>	<u>\$ 212,886.00</u>
Construction Observation	\$ 140,488.00	\$ 199,632.50
Construction Staking	\$ 22,650.00	\$ 40,950.00
Material Testing	\$ 2,000.00	\$ 5,000.00
Meetings		\$ 8,882.50
<u>Record Drawings</u>	<u>\$ 14,222.00</u>	<u>\$ 7,480.00</u>
<u>Construction Observation Total</u>	<u>\$ 179,360.00</u>	<u>\$ 261,945.00</u>
Total Cost	\$ 302,372.00	\$ 474,831.00



PROFESSIONAL SERVICES AGREEMENT

For

Woodlands Infrastructure Improvements Project Phase II

Daniel Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
630-789-7000

T. Scott Creech, P.E.
HR Green
323 Alana Drive
New Lenox, IL 60451
HR Green Project: 87110383

January 21, 2013

TABLE OF CONTENTS

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

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

1.0 Project Understanding

- 1.1 The services required for this project are to include design, bid/construction document preparation, permitting services, construction observation, construction staking services, miscellaneous topographic survey, and record drawings for Phase II of the Woodlands Infrastructure Project. Geotechnical Services shall also be included for the Phase II area within this proposal. Phase II includes an area bounded by the east right-of-way (ROW) of County Line Road to the west; the west ROW of I-294 to the east; 55th Street to the south; and the north edge of pavement of Woodland Ave. to the north. The Phase II proposed improvements include storm water management utilizing the previously prepared Woodlands Green Initiatives for Stormwater Management Feasibility Study dated December 2009 as a guide, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway reconstruction, and Portland Cement Concrete edge treatment. Also included are permitting and coordination with various agencies, preliminary and final opinion of construction cost estimates for Phase II.

It is understood that funding for the proposed improvements will be provided by the Village through bonding, grants and special service assessment (SSA) with the SSA being utilized for approximately 40% of the roadway improvements. An IGIG from the Illinois Environmental Protection Agency (IEPA) is anticipated to assist in funding the storm water management improvements.

- 1.2 The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, and Illinois Environmental Protection Agency (IEPA) policies, applicable policies and ordinances for the Village of Hinsdale, Flagg Creek Water Reclamation District (as applicable), Cook County and Illinois State Toll Highway Authority (ISTHA - as applicable), MWRDGC and DuPage County Stormwater Ordinance.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following Survey, Design, and Construction Observation services for The Woodlands Infrastructure Improvement Project - Phase II:

- Water Main Replacement Services
- Sanitary Sewer Services
- Roadway Reconstruction Services
- Storm water Services
- Cost Estimates
- Geotechnical Investigation Services
- Miscellaneous Topographic Survey as needed for Phase II
- Permitting

- Bid & Construction Document Preparation
- Meeting/Presentation Participation
- Landscape Architecture Services—Storm water Green Initiatives
- Construction Layout/Staking
- Construction Observation
- Record Drawings

The following outlines in greater detail our specific approach to providing the services mentioned above.

2.1 Water Main Replacement and Sanitary Sewer Services

COMPANY will develop water main and sanitary sewer construction documents. In doing so, COMPANY shall prepare the Contract Plans and Specifications for the utility improvements associated with the Woodlands Infrastructure Project, Phase II based on the following:

- i. Within Phase II project limits approximately 3,600 lineal feet of 6" water main shall be replaced with 8" and 10" diameter water main. Size and material of both the existing water main and the proposed replacement shall be determined through coordination with CLIENT staff and confirmed by the CLIENT prior to design and plan preparation.
- ii. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by COMPANY to be the most efficient method of construction due to project constraints.
- iii. Approximately 1,550 lineal feet of 10" and 12" diameter sanitary sewer located within the Phase II project limits shall be lined with cured-in-place pipe (CIPP) lining construction materials. It is anticipated that a small portion of the sewer shall be removed and replaced in conjunction with the rehabilitation improvements. COMPANY shall provide specifications and details for bidding and construction of proposed sewer lining and reconstruction improvements. Based on similar project experience, it is not anticipated that a permit from the IEPA will be necessary for lining or 'in kind' repair and therefore these services are not included herein. It is assumed that lining of individual sewer service lines or portions thereof will not be included in this project.
- iv. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. Electronic Video TV inspection is anticipated to be required to supplement the design of CIPP lining and sanitary sewer reconstruction of the combined sanitary sewers within Phase II. Sub-consultant services have been provided in this contract/proposal for video inspection.
- v. Upon review of the field records and the TV Video documentation, it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.

- vi. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

2.2 Roadway Reconstruction Services

COMPANY will provide roadway design associated with the Woodlands Infrastructure Project, Phase II. The following services associated with the roadway improvements will be provided:

- i. Within the area specified in the Project Understanding section the proposed improvements include approximately 4,650 feet of existing rural residential streets;
- ii. Data collection, topographic survey as detailed below;
- iii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas);
- iv. Project specifications and special provisions;
- v. The pavement within the limits of the roadway improvement shall be replaced to full depth. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction;
- vi. Existing driveway pavement, sidewalk (if existing), and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT;
- vii. Modifications to the roadway geometry are not anticipated to be required;
- viii. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. As requested in the RFP, this work is anticipated to include a total of eight (8) soil borings at 6 feet in depth for determination of soil bearing conditions. Borings will also be analyzed for CCDD material content. Exact location shall be determined during the design portion of this project.
- ix. It is anticipated that the improvements shall be built within the existing right of way. No additional right-of-way or easements are anticipated to be required;
- x. No structural elements are anticipated to be required (bridges, retaining walls, box culverts, etc.) and have not been included in this proposal;
- xi. An environmental review and analysis is not required and the improvements are not foreseen to involve environmental issues (wetlands, contaminated soils, floodplains, etc.). These items are not included in this proposal;
- xii. It is understood that impacts to existing trees foliage are undesirable and to be avoided. COMPANY will provide design components and specifications which minimize the impacts to the existing landscape while providing the infrastructure improvements required/desired.
- xiii. Lighting and traffic signal improvements are not required and have not been included in this proposal;
- xiv. Pavement marking plans shall be combined onto the plan drawings as necessary in accordance with IDOT BLR guidelines. Separate pavement marking drawings are not included in this proposal;

- xv. Erosion control plans are anticipated to be combined onto the drainage plan/profile drawings. Separate erosion control drawings are not included in this proposal.; and
- xvi. Administration and Project Management.

2.3 Storm water Services

COMPANY assisted the CLIENT in implementing the green infrastructure design in the Phase I portion of the project. The experience gained during Phase I design including public comments, CLIENT Staff concerns on BMP locations, tree impacts, construction, etc. will be utilized in developing the concept of green initiatives for the Phase II portion of the project.

COMPANY will provide storm water services associated with the Woodlands Infrastructure Project, Phase II based on the above understanding. Specifically, COMPANY will provide the following services:

- i. Utilize detailed project topography and County topography to delineate existing watershed boundaries within the Phase II project limits.
- ii. Coordinate with CLIENT on flooding locations within the Phase II project boundaries.
- iii. Prepare an existing condition XP-SWMM model (utilizing the model previously completed by AECOM for CLIENT). Adjustments to the model will be made based on detailed topography and site conditions. The existing model will be prepared in order to calibrate to known flooding locations as well as to establish an existing conditions discharge from the watershed area.
- iv. Prepare a concept of best management practices (BMP) locations for coordination with the CLIENT. The BMP's will be located in consultation with the CLIENT with an objective to achieve potential reduction in the runoff, address flooding complaints and minimize tree impacts.
- v. Prepare locations of soil borings based on concept BMP locations.
- vi. Prepare a preliminary proposed conditions XP-SWMM model to confirm desired reduction in runoff. The design will be based on managing the 10-year design storm underground using a combination of storm sewers, underground detention, and best management practices. An overland flood route will be evaluated for the 10-100 year storms.
- vii. Attend a meeting with the CLIENT to present the findings. Finalize XP-SWMM model.
- viii. Incorporate revised design including design specifications, soil erosion and sediment control plan and details in the contract plans. Prepare and/or coordinate the preparation (through the system supplier) operation and maintenance plans for the various best management practices and green approach utilized in the final design including but not limited to rain gardens, bio-swales, and underground storm water management system(s) as approved by CLIENT.
- ix. Landscape Architecture services for planting plans, etc. as detailed under Landscape Architecture Service section under additional services.

2.4 Cost Estimate for Phase II

COMPANY will develop Opinion of Probable Construction Cost Estimates for Final Submittal and prior to Bid Opening.

2.5 Topographic Survey

COMPANY will provide the topographic survey services associated with the Woodlands Infrastructure Project, Phase II which will include the following:

- i. Field Survey – COMPANY will perform pick-up topographic survey at various sections of the public streets and public areas lying within the project limits as determined by a COMPANY engineer. COMPANY will locate visible manhole structures and provide invert depths and pipe sizes (where possible) on public storm sewers, sanitary sewers and watermain utilities located within the limits specified above. COMPANY will attempt to map the underground utilities within the limits specified above based on best available information (i.e. Julie markings, Village Atlas, etc.). Trees six (6) inches or larger in diameter lying within the limits specified above will also be located and shown on the survey, but species will not be identified. Elevations will be referenced to the Hinsdale benchmarks, which are on the NAVD 88 vertical datum. Coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System. It is assumed that there will be two (2) trips to the site required to complete this task.
- ii. Topographic Survey Drawing – The final drawing will depict existing visible improvements within the areas described above. The final drawing will be incorporated into the Engineering Plans to be prepared by COMPANY. The drawing will be completed in Microstation V8 with data processed in GEOPak. Because the topographic data collected will be used specifically for in-house design, a Topographic Survey Plat will not be prepared and therefore is not included within this contract.

2.6 Permitting

The project limit is located in the corporate limits of the Village of Hinsdale. The Village has adopted the DuPage County Stormwater Ordinance across the entire Village. It is understood that the entire Woodlands Infrastructure Improvement (Phases I, II, & III) project is governed by the DuPage Stormwater Ordinance prior to the current update and this proposal reflects this assumption. In addition, the outfall from the project is to a ditch system along Interstate 294, which is under the jurisdiction of Illinois State Toll Highway Authority (ISTHA). Finally, Village of Hinsdale is also governed by rules and regulations of Metropolitan Water Reclamation district of Greater Chicago (MWRDGC). As such, COMPANY will coordinate, prepare and submit permit applications to these various agencies as required. COMPANY envisions a pre-application meeting/correspondence with the above agencies, early on during the project to establish and obtain concurrence on design guidelines, permit submittal requirements, and permit review turnaround times. Using a pre-application meeting at the onset of the project generally leads to improve communications with the permitting agencies and reduce surprises in regards to project schedules.

COMPANY will prepare and submit to the Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies Permit for the Phase I water main construction.

The existing combined Sanitary/Storm Sewer is tributary to and subject to the Flag Creek Water Reclamation District review. COMPANY intends to coordinate with the FCWRD via a pre-application meeting/correspondence with the early in the project design to establish and obtain concurrence on design guidelines, permit submittal requirements, and permit review turnaround times. COMPANY shall prepare and submit the applicable permitting associated with the rehabilitation of the sanitary sewer.

Additionally, COMPANY shall prepare and submit to the IEPA the Notice of Intent and Notice of Termination for the proposed project improvements.

2.7 Construction Documents

COMPANY will provide contract plan/specification preparation services and bidding associated with the Woodlands Infrastructure Project, Phase II. Within the area specified in the Project Understanding section the proposed improvements include approximately 4,650 feet of existing rural residential roads; 3,600 feet of 8" and 10" diameter watermain; 1,550 feet of 10" and 12" diameter sewer; and stormwater management treatments including green initiative type of infrastructure. The following services associated with the project contract plan/specification preparation and bidding assistance will be provided:

- i. Contract Plans (including roadway, sanitary, water, stormwater, landscaping, and soil erosion and sediment control plans);
- ii. Project specifications and special provisions;
- iii. Utility coordination;
- iv. Geotechnical Engineering Services (sub-consultant) as detailed herein under additional services;
- v. Review Geotechnical Report (as prepared by sub-consultant) for locations as detailed herein;
- vi. Storm Water Pollution Prevention Plan submittal to IEPA;
- vii. Develop pay items and schedule of quantities;
- viii. Engineer's Opinion of Probable Construction Cost (EOPCC) preliminary and Final for Phase I;
- ix. Engineer's Opinion of Probable Construction Cost (EOPCC) for Phases II.
- x. Coordination with ISTHA, IEPA and other Agencies as required;
- xi. Disposition of review comments;
- xii. Quality Control;
- xiii. Three (3) bid/construction document submittals have been included in this proposal for the CLIENT – preliminary (30%), 60% and pre-final (90%). Pre-final (90%) and Final plans (100%) shall be submitted to FCWRD, MWRDGC, IEPA, Illinois Toll Highway Authority (as applicable), and DuPage/Cook Counties (as applicable). A Local Letting is anticipated for this project and services are included as indicated herein. DuPage County review is not anticipated to be required and is not included in this proposal.

- xiv. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
- xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.

2.8 Meeting/Presentation Participation

COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per approved addendum.

- Four (4) Monthly meetings with the CLIENT at EPS Committee meeting;
- Three (3) Home Owners Association meetings;
- One (1) meeting each with Cook County, MWRDGC, and ITHA.
- One (1) Bid Opening meeting and bidding period services;
- One (1) Pre-Construction Meeting (See Construction Obs. Section Herein).
- Weekly Construction Progress Meetings (See Construction Obs. Section Herein).

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.9 Landscape Architecture Services – Storm water Green Initiative Services

As the storm water management design will incorporate “green initiatives” utilizing rain gardens, landscape architecture services are required to prepare a landscape planting plan. COMPANY will use in-house professionals to provide landscape architecture services that will be evolving throughout the course of this project. Specifically, some of the areas that will require landscape architecture professionals include the following:

- i. **Conceptual Planting Plans** – COMPANY will prepare conceptual planting plans for the Rain Garden areas to be reviewed by the CLIENT. This will include a detailed plant palette.
- ii. **Construction Documents** – COMPANY will then prepare Construction Documents for the rain garden areas and make one (1) submittal including necessary calculations and an estimate of probable cost, specifications, and details. The drawings will specifically address the following:
 - ✓ **Landscape Design Analysis** – COMPANY’s landscape architecture and planning staff will review the existing and proposed site conditions including soil borings as well as utilities in preparation for laying out the landscape design. COMPANY will then prepare a design that will coordinate with the engineering design illustrating the landscape planting incorporating Best Management Practices.
 - ✓ **Rain Garden Planting Design** – Typically consists of deep water emergent and/or shallow water emergent plug communities, and the establishment of wet/mesic communities alongside slopes for slope stabilization. Proper design including species diversification, plant

spacing, and coverage will be imperative to the success of the filtration system.

- ✓ **Plant Palette** – Typically consists of native plant materials where possible that are well adapted to the locale in order to:
 - Facilitate infiltration and cleansing of the storm water runoff
 - Provide food and habitat for native wildlife
 - Decrease or eliminate water needed for irrigation of landscape plants
 - Minimize long-term maintenance
 - Stabilize slopes and protect the downstream water quality by controlling soil erosion
- ✓ **Maintenance Specifications** – COMPANY will prepared as part of the Construction Documents as the Rain Garden areas' success relies on a consistent schedule of maintenance and weed control. Specifications will include language addressing:
 - Site and bed preparation
 - Planting schedules
 - Planting methods
 - Post planting maintenance schedule

2.10 Construction Observation

Project Startup

COMPANY will contact the residents and businesses within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services affected by the construction to make all entities are aware of the project.

Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 150 field days to complete the construction with Construction Completion in November of 2014. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

COMPANY will complete Inspector's Daily Reports (IDR) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the project Special Provisions. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will

document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be weekly construction progress meetings (19 anticipated) with the CLIENT, the contractor, and subcontractors. These coordination meetings will begin after the start of construction and are included within the 8 hour day of the Field Engineer provided by the COMPANY for on-site observation. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

2.11 Construction Staking

COMPANY will layout the proposed storm sewer, water main, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis. It is assumed that there will be fifteen (15) trips to the site required to complete this task.

2.12 Record Drawings

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

3.0 Deliverables and Schedules Included in this Contract

Design Notice to Proceed February 19, 2013

EPS Committee/Staff Meetings	May thru October 2011
Geotechnical Investigation.....	March 2013
30% Submittal to CLIENT.....	May 6, 2013
Receipt of Comments	May 27, 2013
60% Submittal to CLIENT/IEPA/FCWRD/MWRD	July 29, 2013
Receipt of Comments	August 19, 2013
90% Submittal to CLIENT/IEPA/FCWRD/MWRD	October 1, 2013
Receipt of Comments from Village Staff	October 14, 2013
100% Submittal to CLIENT/REVIEW AGENCIES.....	December 16, 2013
Storm water Permit Approval	December 16 2013
IEPA Division of Public Water Supplies Construction Permit ..	December 16 2013
Local Bid Opening	January 31, 2014
Construction Contract Approval.....	February 18, 2014
Construction Start.....	April 1, 2014
Project Anticipated Completion	November 31, 2014

COMPANY estimates **150** field days within 2014 construction season for project construction.

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

4.0 Items not included in Agreement/Supplemental Services

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

COMPANY has proposed an approach/scope of services that aligns to the CLIENT's request. As the Woodlands Infrastructure Improvements Project Phase II unfolds, additional services could potentially be needed. COMPANY is a full service firm with specialized professionals available at a moment's notice if the need arises. Our scope of services outlined in this section and engineering fee estimate does not include the following:

- i. Permit fees as applicable;
- ii. Water main system modeling*;
- iii. Environmental studies including Abbrev. Phase 1 Report*;
- iv. Location Drainage Study services*;
- v. Structural design services*;
- vi. Floodplain analysis/study service*;
- vii. Wetland delineation/mitigation services*; and
- viii. Right of way and easement plat preparation*.

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

5.0 Services by Others

COMPANY will add a subcontractor to the project team that best aligns with the goals of the project to provide geotechnical engineering services and Video Televising of Sanitary Sewers.

It is anticipated the Geotechnical subcontractor will provide field and analysis/reporting services for eight (8) borings at an average depth of 6' to determine soil bearing conditions and infiltration rates as associated with the Phase II improvements.

The sub-contractor responsible for televising the sanitary sewer in preparation for design shall provide these services for 1,550 of sanitary sewer as described in the RFP and subsequent addendum email dated January 15, 2013 which reduced the amount of sewer to be lined/repaired.

6.0 Client Responsibilities

CLIENT shall provide available data/information as follows:

- i. Soil boring data from Village records for individual site permits
- ii. Applicable drainage studies and reports for subject project area and adjacent drainage basins including system modeling as applicable
- iii. Field locations, existing and preferred construction materials, and available mapping for CLIENT utilities. Other information may include water system pressures and existing system models as available.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis: time and material basis with a "Not to Exceed" fee of **\$ 302,372.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Design, Bid/Construction Document Preparation				
Roadway Infrastructure	425	\$ 48,733.00	\$ 545.00	
Water Infrastructure & Permitting	104	\$ 11,890.00		
Sanitary Sewer Infrastructure (2)	32	\$ 3,863.00		
Storm water Green Initiative Design and Details	104	\$ 12,376.00		
Soil Borings (8@6'deep): Sub-Consultant (budgetary #)				\$ 6,500.00
Televising Sewer (1,550 LF) Sub-Consultant (budgetary #)				\$ 2,910.00
Storm Water Analysis & Permitting	192	\$ 18,676.00		
Cost Estimates	16	\$ 2,064.00		
Topographic Survey	42	\$ 4,850.00	\$ 100.00	
Permitting (See Above)				
Meetings, Presentations, Coord.	73	\$ 10,105.00	\$ 400.00	
Construction Observation (3)				
Field Observation (2)	1,287	\$135,828.00	\$ 4,660.00	
Mtgs/Documentation/Coord.(included in Field Obs. line item)				
Material Testing: Sub-Consultant (budgetary #)				\$2,000.00
Construction Staking	208	\$ 21,700.00	\$ 950.00	
Record Drawings	132	\$ 13,872.00	\$ 350.00	
Subtotals:	2,615	\$283,957.00	\$ 7,005.00	\$ 11,410.00
	Contract Total:		\$302,372.00	

- (1) Direct Costs: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs
 (2) Sub-Consultant for Geotechnical & Combined Sewer Video TV Services – Phase II
 (3) Construction Observation Services are based on estimated **150** Field Days for construction (See RFP & RFP Amendment Email Dated December 18, 2012)

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Work

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

8.4 Suspension of Services

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

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not

be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Construction Observation

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

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

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

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by: M. Akram Chaudhry

Printed/Typed Name: Akram Chaudhry, P.E

Title: Associate Date: January 21, 2013

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



REMPE-SHARPE

& Associates, Inc.

Principals

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

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

CONSULTING ENGINEERS

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

January 21, 2013

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

Attn: Dan Deeter, P.E.
Village Engineer

Re: Woodlands Infrastructure Improvement Project – Phase 2
Hinsdale, Illinois

Dear Mr. Deeter,

Please find attached our Proposal for Phase II Engineering Services in support of the Village of Hinsdale's Woodlands Infrastructure Improvement Project – Phase 2. It is our understanding that the Woodlands Infrastructure Improvement Project – Phase 2 will consist of the reconstruction of approximately 4,650 LF bituminous roads using HMA pavement structure proposed during the Phase 1 design. Included in the project may be approximately 3,600 LF of water main replacement, 3,200 LF of sanitary sewer lining or replacement, and 4,700 LF of storm sewer construction as part of a "green" stormwater management design. Rempe-Sharpe understands the design uses BMPs such as rain gardens, bio-swales and ground water recharge stations to provide lower cost stormwater management that complements the rural nature of the area and preserves trees. We also understand this stormwater design concept was initially proposed in the 2009 "Woodlands Green Initiatives for Stormwater management Feasibility Study" and was implemented in Phase 1 of the Woodlands improvements in 2012-2013.

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

Scope of Consultant Services to be provided include preliminary and final design and specifications, preparation of contract documents, coordination and management of the permit process including, but not limited to, Cook County highway Department, MWRDGC, Flagg Creek Water Reclamation District, and the Illinois EPA (water and sewer construction as necessary), and managing the bid opening process. Our proposal also includes Phase II engineering services including the coordination and conduct of the pre-construction meeting, providing a Resident

Engineer per agreement provision 1.k of IDOT BLR 05512, quality assurance for materials testing as required by IDOT, and construction staking. We understand all engineering consulting services will be paid for with Village funds.

A. PROJECT SCOPE OF PROFESSIONAL SERVICES

1. The project consists of demolition, removal and full depth replacement of existing residential streets with a full depth HMA structure as well as utility improvements.
2. The objectives of the project are:
 - a. Retain the "rural" nature of the Woodlands area.
 - b. Tree preservation within the Woodlands.
 - c. Improve stormwater management using "green" / BMP designs.
 - d. Improve pavements.
 - e. Improve underground utilities including water main and sanitary sewer.
3. The Woodlands Infrastructure Improvement Project – Phase 2 will include the following areas:

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Est. Dist. (LF)</u>	<u>Scope</u>
Woodland Ave	County Line	Cleveland	1,050	HMA Pavement Construction
Woodland Ave	Cleveland	McKinley	390	HMA Pavement Construction
Woodland Ave	Cleveland	McKinley	390	Water Main Replacement
Woodland Ave	McKinley	Taft	390	HMA Pavement Construction
Woodland Ave	McKinley	Taft	390	Sanitary Sewer Construction/Lining
Woodland Ave	McKinley	Taft	390	Water Main Replacement
Cleveland Road	Woodland	South End	1,330	HMA Pavement Construction
Cleveland Road	Woodland	South End	1,330	Sanitary Sewer Construction/Lining
Cleveland Road	Woodland	South End	1,330	Water Main Replacement
Taft Road	Woodland	55 th Street	650	HMA Pavement Construction
Taft Road	Woodland	55 th Street	650	Sanitary Sewer Construction/Lining
Taft Road	Woodland	55 th Street	650	Water Main Replacement
Harding Road	Woodland	Taft	840	HMA Pavement Construction
Harding Road	Woodland	Taft	840	Sanitary Sewer Construction/Lining
Harding Road	Woodland	Taft	840	Water Main Replacement

A stormwater management design will be provided for all streets in Phase 2.

4. Rempe-Sharpe and the Village will jointly identify the limits of construction in the field.
5. Rempe-Sharpe will provide and maintain a project schedule from Engineering Services Agreement to Construction Completion and will include periodic Village plan reviews.
6. Rempe-Sharpe's initial project schedule is attached.
7. Known site conditions for consideration in design include:
 - a. The existing outfall for the Cleveland Road is the 55th Street combined sewer. The plan should re-route the normal flows east to the I-294 drainage ditch, requiring coordination for use of the 55th Street ROW through Cook County Highway Department and MWRD. The previous stormwater planning by others dictates the storm outfall to 55th Street ditchline (ultimately tributary to Route 294 east) – is permissible by both Cook County Highway and the Illinois Toll Highway Authority. If this approach is not acceptable to those agencies, the Village shall direct engineer relative to revised stormwater approach for the project.
 - b. The proposed storm sewer at the intersection of Woodland and County Line Road should transfer the inlets from the combined sewer line on County Line Road to the proposed storm sewer line on Woodlands. The proposed storm sewer line should be located to allow the storm sewer to be extended north and east to the intersection of Elm and Eighth Streets in the future.
 - c. Design drain tiles at locations where the sub-grade shows high water content that can impact the stability of the roadway.
 - d. Design north-south section of Harding Road to sheet drain water across the road into Woodland Park.
8. Detailed field surveys provided as necessary. All surveys will use the NAVD 88 datum.
9. During design engineering, Rempe-Sharpe will conduct soil borings to determine soil bearing conditions within the ROW. One soil boring per block or alley on average for a minimum of eight (8) soil borings will be conducted.
10. The Geotech Subconsultant will research areas that may cause CCDD material rejections (LUSTs, PIPs, etc.) and develop specifications and quantities to account for the contractor's management and handling of rejected material. This includes actions upon being notified that a material is suspected of being contaminated.
11. Design engineering for sanitary sewer to determine sections to be lined, repaired, or replaced will be included. Initial Cleaning and televising of sanitary sewer for evaluation by engineer will be performed by the Village.
12. The plans and specifications will be prepared per IDOTs Procedural Guidelines for the Assemblage and Handling of an MFT Construction, latest edition, and will reference IDOT Standard Specifications and Supplemental Specifications, and the Village of Hinsdale engineering design standards and standard details. Plans will include sidewalk and crossing improvements per the ADA state and federal standards.

Rempe-Sharpe will design water and sewer mains in accordance with (IAW), the Standard Specifications for Water & Sewer Main Construction in Illinois and the Village of Hinsdale requirements. Rempe-Sharpe will provide recommendations for the use of open cut and trenchless construction where applicable.

13. Rempe-Sharpe will:
 - a. Evaluate existing curb and gutter for spot repairs, based on Village of Hinsdale guidelines.
 - b. Plans will note that paving and water main at intersections extend into the cross street's radius returns.
 - c. Specifications will note a time limit between milling and re-paving.
 - d. Sidewalks on improved streets (reconstructed or resurfaced) will meet the latest ADA standards.
 - e. All parkways impacted by construction activities will be restored with new sod.
14. Utility structures will be repaired and adjusted as required, based on Village of Hinsdale guidelines.
15. Existing driveway aprons and sidewalks will remain unless disturbed by other construction activities. Sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA standards, or as directed by the Village.
16. Impact to existing trees will be considered during the design. Tree protection measures, such as root pruning, tree fencing and/or trunk protection, will be specified to protect trees during construction per the Village Standards/Guidance.
17. Upon award of a contract, the Village will provide all available drawings and any other available information and material that will be useful in completing the project.
18. Rempe-Sharpe will provide a detailed engineer's opinion of probable construction costs.
19. Rempe-Sharpe will coordinate the design with all public and private utilities.
20. Rempe-Sharpe will provide bidding services including preparation, printing and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received and verification of bid documents.
21. Rempe-Sharpe will provide a full-time Resident Engineer for the duration of the project. The Resident Engineer responsibilities includes, but are not limited to:
 - a. Attendance at project meetings including, but not limited to, pre-bid, pre-construction, and weekly construction meetings.
 - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.

- c. Maintain a project diary and provide weekly progress reports. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Rempe-Sharpe's Resident Engineer will advise the Village of any changes or conditions that impact the project in a timely manner.
- d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
- e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.
- f. Daily review and inspect traffic control items and erosion control plan implementation / maintenance.
- g. Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
- h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals.
- i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
- j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, handle MFT paperwork associated with appropriated MFT funds, and all paperwork to close-out the project.
- k. Coordinate with the contractor for the contractor's submittal of a complete set of record drawings.
- l. Track project costs by block and street.
- m. Monitor and inform the Village Engineer of any change to the construction contractor's scope of work to support the "Village Hinsdale Infrastructure Change Order Policy", dated September 2012 including:
 - 1. Notify the Village Engineering of change orders prior to their execution.
 - 2. Provide a weekly update to the Village Engineer for change orders.
 - 3. Review, approve and forward change order documentation to the Village Engineer in a timely manner.
- n. Provide a pre-construction video of the construction site and adjacent property features.

- o. Rempe-Sharpe will assist the Village with resident notifications.
 - p. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, IEPS interim record drawings, etc., as necessary.
 - q. Rempe-Sharpe shall provide construction staking services.
22. Rempe-Sharpe will inform the Village of any changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.
23. Rempe-Sharpe will provide the Village of Hinsdale a copy of:
- a. Final construction documents
 - b. Record Drawings
 - c. Project Files (job boxes) at the completion of the project.
24. Rempe-Sharpe shall submit a monthly invoice with a description of work accomplished and schedule progress. Rempe-Sharpe understands this is a not-to-exceed Contract for each phase of the project, unless the scope of the work is revised and such revisions are approved in writing by the Village Board of Trustees.

Our not-to-exceed fee for Design, Borings, Materials testing and Construction Phase Resident Engineering Scope as itemized above shall be hourly, not to exceed:

Design Phase Engineering	\$212,886.00
Construction Phase Engineering	<u>\$261,945.00</u>

TOTAL PROJECT NOT TO EXCEED ENGINEERING BUDGET \$474,831.00

Hinsdale's financing source for the Woodlands Infrastructure Improvement Project – Phase 2 will be provided by bonds, grants and a Special Service Assessment (SSA).

B. EXCLUSIONS

The scope and fee itemized excludes detailed line and grade staking (to be provided by Contractor), Q/A materials testing to be 20% frequency as noted, borings to be the eight (8) -8' depth as noted, stormwater permitting, and as-Built information to be provided by Contractor for plot by Engineer.

C. ADDITIONAL SERVICES

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

- For additional services which are performed by the Engineer and his Staff, the Owner shall pay the Engineer at the Engineer's Hourly Rates and Expense Charges as stipulated in EXHIBIT "A" attached to this Agreement. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

- For additional services which are not normally performed by the Engineer and are subcontracted to other parties, the Engineer shall be paid all his actual costs and expenses. Full payment shall be due and payable upon receipt of a detailed statement from the Engineer.

D. DEFINITION OF DIRECT PROJECT EXPENSES

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

E. PERIOD OF SERVICE

The Project Schedule (attached) verifies milestone dates as requested:

Open Construction Bids	January 31, 2014
Construction Begins	April 1, 2014
(Construction shall be limited to 150 Working Days)	

The provisions of this Agreement specifying compensation fees to be paid the Engineer for services rendered have been agreed to in anticipation of the orderly and continuous progress of the Project.

F. OWNER'S RESPONSIBILITIES

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

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

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

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer as construction of the Woodlands Infrastructure Improvement Project – Phase 2 progresses.

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

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

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

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

G. TERMINATION

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

H. GENERAL CONSIDERATIONS

1. REUSE OF DOCUMENTS

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

2. CONTROLLING LAW

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

3. SUCCESSORS AND ASSIGNS

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

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

If this engineering proposal meets with your approval, please sign in the space provided and return a signed copy to us. This proposal is open to acceptance until February 28, 2013.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.
BY:

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

This proposal from Rempe-Sharpe & Associates, Inc. setting forth certain Engineering Services and Fees relative to the Village of Hinsdale Woodlands Infrastructure Improvement Project – Phase 2 is hereby accepted and Rempe-Sharpe is authorized to proceed with design services.

Signed this _____ day of _____, 2013

By: _____
Mr. Dan Deeter, P.E. Date

Attest: _____
Date

EXHIBIT "A"

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

**EFFECTIVE TIME PERIOD FOR THIS SCHEDULE:
JANUARY 1, 2013 TO DECEMBER 31, 2013**

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER	\$126.50/HR
SENIOR PROJECT ENGINEER	\$103.00/HR
PROJECT ENGINEER	\$99.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)	\$93.50/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 1)	\$80.50/HR
DESIGN TECHNICIAN (GRADE 2)	\$65.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1)	\$68.00/HR
DRAFTING TECHNICIAN (GRADE 2)	\$55.50/HR
DRAFTING TECHNICIAN (GRADE 3)	\$42.00/HR
SURVEYING PARTY CHIEF	\$75.00/HR
SURVEYING TECHNICIAN (GRADE 1)	\$61.00/HR
SURVEYING TECHNICIAN (GRADE 2)	\$42.00/HR
CONSTRUCTION INSPECTOR (GRADE 1)	\$76.50/HR
CONSTRUCTION INSPECTOR (GRADE 2)	\$66.00/HR
CONSTRUCTION TECHNICIAN	\$52.00/HR
ADMINISTRATIVE ASSISTANT	\$59.00/HR
CLERK TYPIST	\$45.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

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

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

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

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

WOODLANDS INFRASTRUCTURE IMPROVEMENT PROJECT
VILLAGE OF HINSDALE, IL

1/17/2013	STREET NAME	FROM	TO	EST. DIST (LN)	SCOPE	TODOLINE	SURVEY CHIEF HOURS	DESIGN ENGINEER HOURS	DESIGN TECH HOURS	CADD TECHNICIAN HOURS	REVISIONS (E-J)	PERMITS	CLERK TYPIST	OTHER	TOTAL
	Woodland Avenue	County Line	Cleveland	1050	HMA Pavement Construction		12	42	22	24	4	4	\$45.00		\$9,894.00
	Woodland Avenue	Cleveland	McKieley	390	HMA Pavement Construction		8	16	9	12	4	4	\$45.00		\$4,613.50
	Woodland Avenue	Cleveland	McKieley	390	Water Main Replacement			\$0.00	9	9	4	4	\$374.00		\$1,589.50
	Woodland Avenue	McKieley	Taft	390	HMA Pavement Construction		8	16	9	12	4	4	\$45.00		\$4,613.50
	Woodland Avenue	McKieley	Taft	390	Sanitary Sewer Construction/Lining			\$0.00	9	9	4	4	\$374.00		\$1,589.50
	Woodland Avenue	McKieley	Taft	390	Water Main Replacement			\$0.00	9	9	4	4	\$374.00		\$1,589.50
	Cleveland Road	South End	South End	1330	HMA Pavement Construction		18	54	22	36	4	4	\$45.00		\$12,484.00
	Cleveland Road	South End	South End	1330	Sanitary Sewer Construction/Lining			\$0.00	11	11	4	4	\$374.00		\$1,776.50
	Cleveland Road	South End	South End	1330	Water Main Replacement			\$0.00	9	9	4	4	\$374.00		\$1,589.50
	Taft Road	Woodland	Woodland	650	HMA Pavement Construction		8	26	16	24	4	4	\$45.00		\$7,169.00
	Taft Road	Woodland	Woodland	650	Sanitary Sewer Construction/Lining			\$0.00	11	11	4	4	\$374.00		\$1,776.50
	Taft Road	Woodland	Woodland	650	Water Main Replacement			\$0.00	11	11	4	4	\$374.00		\$1,776.50
	Harding Road	Woodland	Taft	840	HMA Pavement Construction		10	34	18	24	4	4	\$45.00		\$9,338.00
	Harding Road	Woodland	Taft	840	Sanitary Sewer Construction/Lining			\$0.00	11	11	4	4	\$374.00		\$1,776.50
	55th Street	Woodland	Taft	1294	STORM OUTFALL (Item 6-a)		20	60	11	36	4	4	\$45.00		\$10,840.00
	8th Street	Woodland	Woodland	1700	STORM EXT. TO ELIMINATE (Item 6-b)		22	68		40			\$0.00		\$12,152.00
	WOODLAND PARK	ALONG HARDING RD	WOODLAND	300	DRAINAGE TO PARK (Item 6-d)		4	2		1			\$0.00		\$735.50
	WOODLAND PARK	WOODLAND	WOODLAND	300	STORMWATER MANAGEMENT DESIGN (Item 3)			90		40			\$0.00		\$10,700.00
	CADD (Plan Sheets)							\$0.00		158			\$0.00		\$12,710.00
	STUDY AND REVIEW WOODLANDS GREEN INITIATIVES FOR STORMWATER MANAGEMENT FEASIBILITY STUDY (in intro)							\$0.00		\$0.00			\$0.00		\$0.00
	BMP DESIGN DETAIL AND DRAFTING (per feasibility study)							\$0.00		\$0.00			\$0.00		\$0.00
	CONTRACT DOCUMENTS (in intro)							\$0.00		\$0.00			\$0.00		\$0.00
	COOK COUNTY HIGHWAY PERMITTING							\$0.00		\$0.00			\$0.00		\$0.00
	TOLLWAY PERMIT (MAY NOT ALLOW W/OUT DETENTION)							\$0.00		\$0.00			\$0.00		\$0.00
	MAKEDGE PERMITTING							\$0.00		\$0.00			\$0.00		\$0.00
	PLAGE CREEK WATER RECLAMATION DISTRICT PERMITTING							\$0.00		\$0.00			\$0.00		\$0.00
	WATERMAIN PERMITTING (in intro)							\$0.00		\$0.00			\$0.00		\$0.00
	SANITARY PERMITTING (in intro)							\$0.00		\$0.00			\$0.00		\$0.00
	BID OPENING (in intro)							\$0.00		\$0.00			\$0.00		\$0.00
	PLAN QUALITY ASSURANCE (in intro) - MATERIALS TESTING SEPARATE ITEM IN INSPECTION BELOW							\$0.00		\$0.00			\$0.00		\$0.00
	SIDEWALK ADA DESIGN (Item 13a)							\$0.00		\$0.00			\$0.00		\$0.00
	FIELD SURVEY (ITEM 7) - INCLUDED ABOVE							\$0.00		\$0.00			\$0.00		\$0.00
	SOIL BORINGS (ITEMS 8) - 8 MINIMUM \$4,000 FOR EACH ADDITIONAL							\$0.00		\$0.00			\$0.00		\$0.00
	CODD SOIL CERTIFICATION (ITEM 9)							\$0.00		\$0.00			\$0.00		\$0.00
	CLEANING/DEWAXING OF SANITARY SEWER BY VILLAGE (ITEM 10) - SPECS, TAPE REVIEW, REPAIR/LINING DESIGN BY ENGINEER							\$0.00		\$0.00			\$0.00		\$0.00
	PLANS PER MFT REQUIREMENTS (ITEM 11)							\$0.00		\$0.00			\$0.00		\$0.00
	OPEN CUT VS TRENCHLESS ALTERNATIVES (ITEM 12)							\$0.00		\$0.00			\$0.00		\$0.00
	EXISTING CURB EVALUATION FOR REPLACEMENT (ITEM 13)							\$0.00		\$0.00			\$0.00		\$0.00
	BRICK MANHOLE REPLACEMENT (ITEM 14)							\$0.00		\$0.00			\$0.00		\$0.00
	SIDEWALK RAMP REPLACEMENT & DRIVEWAY APRON EVALUATION (ITEM 15)							\$0.00		\$0.00			\$0.00		\$0.00
	TREE EVALUATION AND CONSIDERATION FOR DESIGN ALTERNATES (ITEM 16)							\$0.00		\$0.00			\$0.00		\$0.00
	PARKWAY RESTORATION (per references) - INCLUDED ABOVE							\$0.00		\$0.00			\$0.00		\$0.00
	ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST (ITEM 18)							\$0.00		\$0.00			\$0.00		\$0.00
	PUBLIC AND PRIVATE UTILITY COORDINATION (ITEM 19)							\$0.00		\$0.00			\$0.00		\$0.00
	BIDDING, PRINTING, BID TABS, BID OPENING, ETC							\$0.00		\$0.00			\$0.00		\$0.00
	INSPECTION (ITEM 21) INCLUDED SEPARATELY							\$0.00		\$0.00			\$0.00		\$0.00
	CHANGE ORDER PROCESSING (ITEM 22)							\$0.00		\$0.00			\$0.00		\$0.00
	ELECTRONIC AND HARD COPIES OF PLANS,							\$0.00		\$0.00			\$0.00		\$0.00
	RECORD DRAWING COORDINATION							\$0.00		\$0.00			\$0.00		\$0.00
	COPY OF JOB BOX							\$0.00		\$0.00			\$0.00		\$0.00
	MILEAGE							\$0.00		\$0.00			\$0.00		\$0.00
	TOTAL						110	944	431	615	60	36	\$5,610.00		\$272,886.00

NA

14.5

4.5

7.5

76.9

53.9

118.0

11.8

0.015

**2014 WOODLANDS - PHASE 2 - CONSTRUCTION PHASE SERVICES
VILLAGE OF HINSDALE**

1/16/2013	TASK	RESIDENT ENGINEER		CONSTRUCTION INSPECTOR (1)		CONSTRUCTION STAKING		OTHER	TOTAL HOURS	TOTAL (\$)
		@ (HRS)	(\$)	@ (HRS)	(\$)	@ (HRS)	(\$)			
21a	Meetings (Preconstruction and Weekly)	95	\$8,882.50						95	\$8,882.50
21b	Inspection/Construction Observation			720	\$55,080.00				720	\$55,080.00
21c	Diary, Weekly Report, Documentation	145	\$13,557.50						145	\$13,557.50
21d	Village's Liaison Assistance	60	\$5,610.00						60	\$5,610.00
21e	Documentation	200	\$18,700.00						200	\$18,700.00
21f	Review Traffic Control & Erosion Control	145	\$13,557.50						145	\$13,557.50
21g	Notify - Unapproved Material & Equipment	60	\$5,610.00						60	\$5,610.00
21h	Public Act 96-1416 Debris Testing	40	\$3,740.00						40	\$3,740.00
21i	Payment Estimates and Change Orders	100	\$9,350.00						100	\$9,350.00
21j	Completion, Punchlist, MFT Paperwork	160	\$14,960.00	40	\$3,060.00				200	\$18,020.00
21k	Coordinate Contractor Completion of Record Drawings	80	\$7,480.00						80	\$7,480.00
21l	Track Costs	100	\$9,350.00						100	\$9,350.00
21m	Change Orders:									
	1. Pre-Approval with Village	60	\$5,610.00						60	\$5,610.00
	2. Change Order Weekly Update	60	\$5,610.00						60	\$5,610.00
	3. Change Order Review and Approval	60	\$5,610.00						60	\$5,610.00
21n	Pre-Construction Video of Construction Site	35	\$3,272.50						35	\$3,272.50
21o	Resident Notification Assistance as Required	40	\$3,740.00						40	\$3,740.00
21p	Coordinate / Assist with Village Public Services	90	\$8,415.00						90	\$8,415.00
21q	Construction Staking Services					350	\$40,950.00		350	\$40,950.00
	Q/A Materials Testing (By TSC)							\$5,000.00		\$5,000.00
	Mileage: Survey Crew							\$2,000.00		\$2,000.00
	Resident Engineer							\$6,700.00		\$6,700.00
	Construction Engineer							\$6,100.00		\$6,100.00
	TOTAL	1,530	\$143,055.00	760	\$58,140.00	350	\$40,950.00	\$19,800.00	\$261,945.00	