

**VILLAGE OF HINSDALE
MEETING OF THE
VILLAGE BOARD OF TRUSTEES
June 7, 2011**

The Special Meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Wednesday, June 7, 2011 at 7:30 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, J. Kimberley Angelo, William Haarlow, Doug Geoga, Laura LaPlaca and Bob Saigh

Absent: None

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Director of Community Development Robb McGinnis, Director of Economic Development Tim Scott, Fire Chief Mike Kelly, Assistant Village Manager/Finance Director Darrell Langlois and Village Clerk Christine Bruton

Also Present: Joseph Hillenmeyer – Patch.com, Pam Lannom – The Hinsdalean, Chuck Fieldman – The Doings

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

Trustee Saigh recommended clarifications to the minutes. Trustee Angelo moved to **approve the minutes of the Special Meeting of May 18, 2011, as amended.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley outlined the qualifications and asked for a motion to approve the appointments of Stephen Cashman and Laurene Kinney McMahon to the Plan Commission. Trustee Saigh **moved to approve the appointments of Stephen**

Cashman and Laurene Kinney McMahon to the Plan Commission through April 30, 2014. Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Ms. Lois Mejdrich of 515 Highland Road presented the Board with two concerns. 1. The status of the dirt in Veeck Park. President Cauley replied that Trustee LaPlaca has been diligently working on this matter; the Village is currently in negotiations with the engineering firm and the contractor on this project, who will bear the costs of the removal of the dirt. He stated that he is committed to getting that dirt moved this summer, however, due to weather that may be late July. 2. Huge overbuilt structure at the Highland Station platform. She stated that it is her understanding that BNSF had Village approval for this project and the Village requested the turnaround be constructed. President Cauley said he knew the railroad was going to renovate the station on their own dime, but this Board was never aware of specifically what they were going to do. He agrees the structure is overbuilt, the Village did request the turnaround, but they got it in spades. Trustee LaPlaca commented that this will be discussed at the next EPS meeting; she apologized to these residents, but doesn't know if there was another alternative. Metra will have a representative at the EPS meeting. Metra is expected to landscape and camouflage the structure and make the area safer for the neighborhood.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that the State of Illinois, in their budgeting process this year, was planning to tap into the local government distributive fund, which would result in a loss of income to Hinsdale of about \$500,000. He is happy to report the State has decided not to take the money. He noted that the annual dues to DuPage Mayors and Managers is scheduled for payment and that they were instrumental in lobbying to save the LGDF funds, they are a first rate organization.

He reported that the Village has received \$150,000 from Lyons Township and a matching \$150,000 OSLAD grant. He thanked Village Manager Cook and Director of Parks & Recreation Gina Hassett for their help to secure these monies. Trustees will vote on bids for the KLM projects tonight made possible because of these grants.

President Cauley thanked Trustee Geoga and Assistant Village Manager/Finance Director Darrell Langlois for their hard work with the budget. There was an unused \$300,000 contingency fund which allowed for increase to road projects. Further, reserves are at a 25% level, a great improvement in three years.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Administration & Community Affairs Committee

- a) **Approve a Purchase Order to the Du Page Mayors & Managers Conference in the amount of \$16,604.67 for the Village's Annual dues and Proportionate Share of Debt Assessment (Omnibus vote)**
- b) **Approve the FY 2010-2011 Appropriation Transfer Ordinance (Omnibus vote) (O2011-28)**
- c) **Approve a Street Closure, Display of Banners & In-kind Services for the Hinsdale Chamber of Commerce's Christmas Walk on December 2, 2011 (Omnibus vote)**
- d) **Ordinance Amending Title 3, Chapter 3, Section 3-3-5 of the Village Code of Hinsdale to Create a New Class A7 Convenience Store Without Gasoline Sales Liquor Classification and Amending Subsection 3-3-5G Related to the Number of Liquor Licenses (Omnibus vote) (O2011-27)**
- e) **Approve the Village of Hinsdale Social Media Policy (Omnibus vote)**
- f) **Ratification of Purchasing Approval to Twin Supplies, Ltd. in the Amount of \$28,019.61 for the Purchase of Energy Efficient Lighting Fixtures and Equipment (Omnibus vote)**
- g) **Approve an Intergovernmental Agreement with Lyons Township related to the KLM Shelter Project (Omnibus vote)**
- h) **Award of Bid #1490 to KLF Excavating in the amount of \$10,365 for Demolition and Removal of the KLM South Shelter (Omnibus vote)**
- i) **Award of Bid #1491 to George's Landscaping in the amount of \$9,565 for Grading and Drainage Work for the KLM South Shelter (Omnibus vote)**
- j) **Award of Bid #1492 to Total Surface in the amount of \$13,776 for Concrete Flatwork for the KLM South Shelter (Omnibus vote)**
- k) **Rejection of Bid #1493 for Electric at the KLM South Shelter and Authorize Solicitation of Proposals (Omnibus vote)**
- l) **Award of Bid #1494 to George's Landscaping in the amount of \$89,810 for Site Furnishings and Shelter Installation of the KLM South Shelter (Omnibus vote)**

Items Recommended by Zoning & Public Services Committee

- m) **Service Agreement with WEBQA for GovQA Services for the Department of Community Development in the Amount of \$12,300 (Omnibus vote)**

- n) **Purchase of a 2011 Chevy Tahoe 4 x 2 Police Package to Replace a Marked Squad Car from Currie Motors for \$26,542 Under the Joint Purchasing Terms of the Suburban Purchasing Cooperative (Omnibus vote)**
- o) **Ordinance for the Sale of Surplus Village Property Via a Public Auction (Omnibus vote) (O2011-29)**

President Cauley explained the purpose of the appropriation ordinance and remarked on the the date change for the Christmas Walk. Trustee Elder **moved to approve the consent agenda as presented.** Trustee LaPlaca seconded the motion. Trustee Saigh noted that one of the bids for the KLM project was omitted from the agenda. Village Manager Cook stated the item will be forwarded to the next Board agenda without a problem.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Trustee Saigh noted large checks on the Warrant; interest due on General Obligation bonds, the Oak Street Bridge project and Woodlands infrastructure. He **moved Approval and Payment of the Accounts Payable for the Period of May 14, 2011 through June 3, 2011 in the aggregate amount of \$997,242.04 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Approve the Waiver of the Competitive Bid Process and accept a Proposal from Premier Platform Tennis in the amount of \$148,000 for the Purchase and Installation of two (2) Platform Tennis Courts

President Cauley introduced the item stating that this matter was on the ACA agenda but was held over for the full Board. He noted the Intergovernmental Agreement is for the construction of the courts, a comprehensive plan for all elements of purchase and construction of the courts. The courts are owned by the Village and licensed by the Hinsdale Paddle Tennis Association (HPTA). They are raising the money with contributions and lifetime memberships. The Village will provide in-kind services. The budget before the Board tonight reflects current best estimates of project costs. Mr. Charlie Usher, representing HPTA, addressed the Board and commented that he believes the courts need to be ordered now to be able to use them next year. Trustee Geoga said this project has been a struggle and there have been countless delays since last June's meeting. Mr. Usher has negotiated with various vendors and thinks this is the best deal. He is here to commit resources of HPTA and to get this project done. He pointed out that the fees have been profitable to the Village and he anticipates program growth and more revenue in the future. President Cauley said they are willing to put in the bid moving forward with the understanding of full reimbursement, he doesn't want these costs to come back to the Village if there are cost overruns, but he is comfortable with the proposal before the Board. Trustee Geoga concurred there is a small credit risk to take and moved to **Approve the Waiver of the Competitive Bid Process and accept a Proposal from Premier Platform Tennis in the amount of \$148,000 for the Purchase and Installation of two (2) Platform Tennis Courts**. Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Trustee LaPlaca reported a meeting yesterday with the Oak Street Bridge consultants for an update and schedule to move forward on the preliminary aspects of the project. The next community working group meeting will be on June 29th and public meeting will take place the end of August. A preliminary engineering meeting was held regarding the Woodlands and information will be presented at the EPS meeting. A Woodland resident meeting will be held the end of this month.

ZONING AND PUBLIC SAFETY

Trustee Saigh reported that the May 23rd meeting was lengthy and Committee did not get to a couple discussion items; the proceeds collected from vacated alleys and review of recommended changes to the Village liquor ordinance. President Cauley added that in the matter of the Edens proposal, the Plan Commission has to approve the findings and that the retiring members who heard the case will vote on that tomorrow night. The new members will be seated following for the next meeting.

Trustee Geoga commented that almost all ACA items were on the Consent Agenda this evening, however, a proposal will come directly to the Village Board at its next meeting from residents to sell concession items at Veeck Park for improvements to the skate park.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

Economic Development Commission Update

Mr. John Karstrand, Chairman of the EDC reported they are working out their budget going forward. They are planning the improvement of the retaining wall on First Street, and some other construction, infrastructure and promotion projects. They will support the Christmas Walk and Uniquely Thursdays. Mr. Karstrand said the Chamber changed the Christmas walk date, to enhance attendance because schools will be in session. He has heard a lot of support for the change and now people who leave town for Thanksgiving can take advantage of the event. He appreciated that change is difficult, but the Chamber is confident they can make this successful.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh commented on a letter from Ms. Patti Davis regarding her concerns of the impending removal of a large tree for the installation of a pool at her neighbor's property. He asked if a demolition permit had been issued and whether there has been any contact between staff and the builder. Director of Community Development Robb McGinnis said the permit has been issued, but he does not know if the Village Forester has been in contact

with the builder regarding the tree. Trustee LaPlaca noted the recently adopted tree ordinance and hoped that Mr. Finnell could go talk to the builder and discuss the issue. Mr. Cook said he would get a report by the EPS meeting. Trustee Saigh noted that he thinks this builder has been responsive to these kinds of issues in the past. Further, that this is a magnificent tree and it would be a shame to lose it.

ADJOURNMENT

There being no further business before the Village Board of Trustees and no need for a closed session, President Cauley asked for a motion to adjourn. So moved by Trustee LaPlaca seconded by Trustee Saigh.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh

NAYS: None

ABSTAIN: None


ABSENT: None

Motion carried.

Meeting adjourned at 8:18 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

MEMORANDUM

TO: Board of Trustees
FROM: David C. Cook, Village Manager 
DATE: June 16, 2011
RE: Appointments to Boards and Commissions

President Cauley would like to appoint the following individuals to serve on the various Boards and Commissions of the Village: resumes of new appointees are attached for the Board's information.

Economic Development Commission

Elizabeth Garvey appointed to a 3 year term through April 30, 2014 (replacing Brad Summers –Resident Member)

Steve Potter reappointed to a 3 year term through April 30, 2014 (Retail Member)

Historic Preservation Commission

John Howell appointed to a 3 year term thorough April 30, 2014 (replacing Liza Buckowski)

Jon Brynolfsson appointed to a 3 year term through April 30, 2014 (replacing Julie McGue)

Park & Recreation Commission

Matt Klucenek appointed as Chairman to a 3 year term through April 30, 2014 (replacing Jeff Curran)

Susan Owens appointed to a 3 year term through April 30, 2014 (replacing John Deppe)

Marybeth Dougherty reappointed to a 3 year term through April 30, 2014

Plan Commission

Pam Sullins reappointed to a 3 year term through April 30, 2014

Police Pension Board

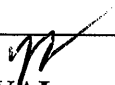
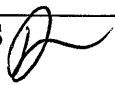
Bill Moucka reappointed for a 2 year term through April 30, 2013

Should the Board concur with President Cauley's appointments, the following motion would be appropriate:

Motion: Move to approve the list of appointments as recommended by President Cauley

DATE: June 2, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Ordinance Approving a Lease Agreement with the Hinsdale Center for the Arts		APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director		
<p>The Hinsdale Center for the Arts (HCA) has used the KLM Dormitory building for its programs for a number of years. In the past the contractual relationship between the Village and HCA has been documented by a written lease agreement; however, at the expiration of the prior lease agreement, although a renewal lease agreement had been drafted, the renewal lease agreement had not been executed. This fact came to light when the boiler system needed to be replaced and we were trying to establish who was responsible for paying for the replacement boiler.</p> <p>Attached is a proposed renewal agreement between the Village and HCA. The agreement provides for a nominal annual rent (\$10 per year) and would extend to December 31, 2015. The most important part of the lease is assigning responsibilities for the maintenance of the facility. Under the proposed lease, HCA is responsible for the interior of the building and the Village is responsible for the exterior of the building. At HCA's request, the agreement provides that if the Village exercises its right to terminate the agreement the Village will reimburse HCA for the remaining book value of any capital improvements made to the interior of the building, such as the boiler replacement noted above.</p> <p>If the Committee concurs to renew the lease with HCA, the following motion would be appropriate:</p> <p>Motion: To Approve the Attached Ordinance Approving a Lease Agreement between the Village of Hinsdale and the Hinsdale Center for the Arts for the Dormitory Building Located at Katherine Legge Memorial Park.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE APPROVING A LEASE AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE
AND THE HINSDALE CENTER FOR THE ARTS
FOR THE DORMITORY BUILDING LOCATED AT
KATHERINE LEGGE MEMORIAL PARK

WHEREAS, pursuant to 65 ILCS 5/2-2-12 (2011) and 65 ILCS 5/11-76-1 (2011) of the Illinois Municipal Code, municipalities have the power to enter into contracts for the lease property they own for a term not to exceed 99 years; and

WHEREAS, the Village of Hinsdale ("Village") seeks to enter into a Lease Agreement with the Hinsdale Center for the Arts, an Illinois not-for-profit corporation, for the lease of the dormitory building located at Katherine Legge Memorial Park, 5903 South County Line Road, Hinsdale, Illinois ("Subject Property"); and

WHEREAS, the Hinsdale Center for the Arts is presently in possession of the Premises pursuant to a month-to-month lease agreement with the Village;

WHEREAS, the proposed Lease Agreement for the Subject Property is for a term of five (5) years; and

WHEREAS, pursuant to 65 ILCS 5/11-76-1, this Ordinance must be adopted by a three-fourths vote of the Village President and Board of Trustees, together constituting the corporate authorities of the Village.

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

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Lease Agreement Approved. The Lease Agreement between the Village and the Hinsdale Center for the Arts, attached hereto and incorporated herein, is approved in substantially the form attached.

Section 3. Execution of Lease Agreement. The Village President is authorized and directed to execute the Lease Agreement on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.


Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

DATE: June 21, 2011


REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Parks & Recreation		
ITEM KLM Shelter Bid		Gina Hassett		
		APPROVAL Director of Parks & Recreation		
<p style="text-align: center;">KLM SHELTER TRADE SERVICE BID</p> <p>At the last meeting of the Village Board of Trustees, bids for demolition and removal, grading and drainage, concrete flatwork, electric, site furnishings and shelter were unanimously approved. Bid #1495 from George's Landscaping for general landscaping in the amount of \$4,223.00 was omitted in error from the agenda and therefore no action was taken by the Board.</p> <p>Should the Board concur with staff's recommendation, the following motion would be appropriate:</p> <p>MOTION: To award Bid #1495 to George's Landscaping for the amount of \$4,223.00 for the landscaping of the KLM South Shelter</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:.				
BOARD ACTION:				

[illegible]

DATE: June 13, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER		DEPARTMENT Community Development		
ITEM Chestnut Street Improvements Project		APPROVAL Daniel M. Deeter Village Engineer		
<p>On May 26, 2011, three bids were received for the Chestnut Street Improvements Project. Our design consultant, Clark Dietz Inc., has reviewed the bids and has verified that Martam Construction, Inc. is the lowest qualified bidder with a bid amount of \$3,728,195.50. This bid is within the budget of \$4,975,000.00. The low bidder does have previous Village experience. A bid summary is attached. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done. Staff recommends awarding the bid to Martam Construction, Inc.</p> <p>Village Staff and Clark Dietz, Inc. are preparing the final State Revolving Funds (SRF) loan application for submittal to the Illinois EPS for final approval of the SRF loan for the Chestnut Street Improvements Project.</p> <p>Motion: To Award the Chestnut Street Improvements Project to Martam Construction, Inc. in the Amount Not To Exceed \$3,728,195.50.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On June 13, 2011, the EPS Committee unanimously moved to approve the above motion.				
BOARD ACTION:				



June 6, 2011

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

Re: Award Recommendation - Chestnut St.
CDI Project No. H0030100
IEPA Loan No. L174509
Bid No. 1560370

Dear Mr. Deeter:

We have reviewed the bids that were received and opened by the Village of Hinsdale on May 26, 2011 for the construction of the "Proposed Street Improvements - Chestnut Street, Quincy Street, Bruner Street, S. Alley E. of Bruner, Bodin Street & Thurlow Street" project. Three bids were submitted to the Village and each of those bids is summarized in the attached "Bid Tabulation." Martam Construction, Inc. located at 1200 Gasket Drive, Elgin, Illinois was determined to be the lowest apparent responsible bidder with a bid of \$3,728,195.50. Upon review of Martam's bid submittal, the required bidding forms have been satisfactorily executed.

Clark Dietz has worked with Martam Construction, Inc. in the past on successful projects for the Village of Hinsdale and others. It is our recommendation to the Village of Hinsdale that the contract for the construction of the "Proposed Street Improvements - Chestnut Street, Quincy Street, Bruner Street, S. Alley E. of Bruner, Bodin Street & Thurlow Street" project be awarded to Martam Construction, Inc. in the amount of \$3,728,195.50 and the appropriate bidding documents be forwarded to the IEPA for their concurrence and award.

Mr. Dan Deeter, P.E.
June 6, 2011
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If you have any questions or require any additional information regarding this matter, please contact our office at (847) 688-1880.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, reading "Chris R. Gheysen" with a stylized flourish at the end.

Chris R. Gheysen, P.E.
Project Manager
E-mail Chris.Gheysen@clark-dietz.com

cc:

Bid Tabulation

Village of Hinsdale

PROPOSED STREET IMPROVEMENTS - CHESTNUT STREET, QUINCY STREET, BRUNER STREET, ALLEY, BODIN STREET, THURLOW STREET

Route n/a
County Dupage/Cook
Local Agency Village of Hinsdale
CDI # H0030100

Engineer's Estimate			Martam			MQ			Bolder		
Code No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100	\$ 40.00	\$ 4,000.00	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	100	\$ 42.00	\$ 4,200.00	\$ 35.00	\$ 3,500.00	\$ 55.00	\$ 5,500.00	\$ 30.00	\$ 3,000.00
20101000	TEMPORARY FENCE	FOOT	6,600	\$ 8.00	\$ 52,800.00	\$ 2.00	\$ 13,200.00	\$ 2.75	\$ 18,150.00	\$ 2.00	\$ 13,200.00
20101200	TREE ROOT PRUNING	EACH	10	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	1	\$ 100.00	\$ 100.00	\$ 75.00	\$ 75.00	\$ 150.00	\$ 150.00	\$ 180.00	\$ 180.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	16	\$ 150.00	\$ 2,400.00	\$ 100.00	\$ 1,600.00	\$ 165.00	\$ 2,640.00	\$ 140.00	\$ 2,240.00
20200100	EARTH EXCAVATION	CU YD	9.053	\$ 35.00	\$ 316,855.00	\$ 30.00	\$ 271,590.00	\$ 30.00	\$ 271,590.00	\$ 14.00	\$ 126,742.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	350	\$ 37.00	\$ 12,950.00	\$ 34.00	\$ 11,950.00	\$ 30.00	\$ 10,500.00	\$ 24.00	\$ 8,400.00
20800150	TRENCH BACKFILL	CU YD	8,280	\$ 25.00	\$ 207,000.00	\$ 25.00	\$ 207,000.00	\$ 28.00	\$ 231,280.00	\$ 40.00	\$ 330,400.00
21000300	GRANULAR EMBANKMENT, SPECIAL	TON	700	\$ 39.00	\$ 27,300.00	\$ 34.00	\$ 23,860.00	\$ 30.00	\$ 21,000.00	\$ 40.00	\$ 28,000.00
21001000	GEOTEXT FOR SUBGRADE STABILIZATION	SQ YD	1,000	\$ 8.00	\$ 8,000.00	\$ 5.00	\$ 5,000.00	\$ 8.00	\$ 8,000.00	\$ 9.00	\$ 9,000.00
21010500	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	228	\$ 30.00	\$ 6,840.00	\$ 22.00	\$ 5,016.00	\$ 50.00	\$ 11,400.00	\$ 8.00	\$ 1,824.00
21010625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	5,705	\$ 6.00	\$ 34,230.00	\$ 4.00	\$ 22,820.00	\$ 5.00	\$ 28,525.00	\$ 2.00	\$ 11,410.00
25100125	MULCH, METHOD 3	ACRE	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,000.00	\$ 2,000.00
25200100	SODDING	SQ YD	7,070	\$ 8.00	\$ 56,560.00	\$ 4.75	\$ 33,582.50	\$ 5.50	\$ 38,885.00	\$ 8.00	\$ 42,420.00
25200200	SUPPLEMENTAL WATERING	UNIT	104	\$ 200.00	\$ 20,800.00	\$ 10.00	\$ 1,040.00	\$ 10.00	\$ 1,040.00	\$ 1.00	\$ 104.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	146	\$ 1.50	\$ 219.00	\$ 5.00	\$ 730.00	\$ 5.50	\$ 803.00	\$ 15.00	\$ 2,190.00
28000400	PERIMETER EROSION BARRIER	FOOT	335	\$ 5.00	\$ 1,675.00	\$ 2.00	\$ 670.00	\$ 10.00	\$ 3,350.00	\$ 6.00	\$ 2,010.00
28000500	INLET AND PIPE PROTECTION	EACH	14	\$ 150.00	\$ 2,100.00	\$ 100.00	\$ 1,400.00	\$ 200.00	\$ 2,800.00	\$ 60.00	\$ 840.00
28000510	INLET FILTERS	EACH	177	\$ 175.00	\$ 30,875.00	\$ 150.00	\$ 26,550.00	\$ 130.00	\$ 23,010.00	\$ 60.00	\$ 10,620.00
35101588	AGGREGATE BASE COURSE, TYPE B 3"	SQ YD	1,675	\$ 6.00	\$ 10,050.00	\$ 4.00	\$ 6,700.00	\$ 2.00	\$ 3,350.00	\$ 3.00	\$ 5,025.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	400	\$ 6.50	\$ 2,600.00	\$ 6.00	\$ 2,400.00	\$ 3.00	\$ 1,200.00	\$ 4.00	\$ 1,600.00
35101700	AGGREGATE BASE COURSE, TYPE B 5"	SQ YD	1,143	\$ 7.50	\$ 8,572.50	\$ 7.00	\$ 8,001.00	\$ 3.50	\$ 4,005.50	\$ 5.00	\$ 5,715.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	762	\$ 8.50	\$ 6,477.00	\$ 10.00	\$ 7,620.00	\$ 9.00	\$ 6,858.00	\$ 8.00	\$ 6,096.00
35102400	AGGREGATE BASE COURSE, TYPE B 12"	SQ YD	17,088	\$ 15.00	\$ 256,320.00	\$ 11.00	\$ 187,968.00	\$ 10.00	\$ 170,880.00	\$ 22.00	\$ 374,000.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	775	\$ 35.00	\$ 27,125.00	\$ 38.00	\$ 29,560.00	\$ 50.00	\$ 38,750.00	\$ 22.00	\$ 17,050.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	775	\$ 30.00	\$ 23,250.00	\$ 20.00	\$ 15,500.00	\$ 18.00	\$ 13,950.00	\$ 22.00	\$ 17,050.00
40500100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	621	\$ 4.00	\$ 2,484.00	\$ 4.00	\$ 2,484.00	\$ 4.25	\$ 2,639.25	\$ 4.00	\$ 2,484.00
40500300	AGGREGATE (PRIME COAT)	TON	25	\$ 30.00	\$ 750.00	\$ 30.00	\$ 750.00	\$ 30.00	\$ 750.00	\$ 15.00	\$ 375.00
40500855	CONSTRUCTING TEST STRIP	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
40500900	TEMPORARY RAMP	SQ YD	400	\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00	\$ 30.00	\$ 12,000.00	\$ 21.00	\$ 8,400.00
40500980	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N60	TON	55	\$ 100.00	\$ 5,500.00	\$ 100.00	\$ 5,500.00	\$ 100.00	\$ 5,500.00	\$ 110.00	\$ 6,050.00
40503310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N60	TON	82	\$ 130.00	\$ 10,660.00	\$ 130.00	\$ 10,660.00	\$ 125.00	\$ 10,250.00	\$ 130.00	\$ 10,660.00
40701861	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH, 8"	SQ YD	12,080	\$ 52.00	\$ 628,860.00	\$ 38.00	\$ 459,420.00	\$ 38.00	\$ 459,420.00	\$ 36.00	\$ 435,240.00
40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	25	\$ 125.00	\$ 3,125.00	\$ 233.00	\$ 5,825.00	\$ 250.00	\$ 6,250.00	\$ 190.00	\$ 4,750.00
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	843	\$ 58.00	\$ 48,804.00	\$ 48.00	\$ 40,464.00	\$ 43.00	\$ 36,249.00	\$ 55.00	\$ 46,365.00
42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	1,245	\$ 62.00	\$ 77,190.00	\$ 52.00	\$ 64,740.00	\$ 45.00	\$ 56,025.00	\$ 62.00	\$ 77,190.00
42001300	PROTECTIVE COAT	SQ YD	5,989	\$ 3.00	\$ 17,967.00	\$ 1.00	\$ 5,989.00	\$ 1.00	\$ 5,989.00	\$ 1.00	\$ 5,989.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	400	\$ 55.00	\$ 22,000.00	\$ 46.00	\$ 18,400.00	\$ 50.00	\$ 20,000.00	\$ 34.00	\$ 13,600.00
				Page Total		\$ 2,044,686.50		\$ 1,564,710.50		\$ 1,498,763.75	

Bid Tabulation

Village of Hinsdale

PROPOSED STREET IMPROVEMENTS - CHESTNUT STREET, QUINCY STREET, BRUNER STREET, ALLEY, BODIN STREET, THURLOW STREET

Route n/a
County Dupage/Cook
Local Agency Village of Hinsdale
CDI # H0030100

Code No.	Items	Unit	Quantity	Engineer's Estimate			Martam			MQ			Bolder		
				Unit Price	Total	Unit Price	Unit Price	Total	Unit Price	Unit Price	Total	Unit Price	Unit Price	Total	Total
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	1,143	\$ 62.00	\$ 70,866.00	\$ 53.00		\$ 60,578.00	\$ 55.00		\$ 62,865.00	\$ 42.00		\$ 48,006.00	
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	14,701	\$ 7.50	\$ 110,257.50	\$ 5.00		\$ 73,505.00	\$ 5.00		\$ 73,505.00	\$ 4.30		\$ 63,214.30	
42400800	DETECTABLE WARNING	SQ FT	408	\$ 36.00	\$ 14,688.00	\$ 18.00		\$ 7,344.00	\$ 35.00		\$ 14,280.00	\$ 23.00		\$ 9,384.00	
44000100	PAVEMENT REMOVAL	SQ YD	14,487	\$ 12.50	\$ 181,087.50	\$ 12.00		\$ 173,844.00	\$ 9.25		\$ 134,004.75	\$ 7.00		\$ 101,408.00	
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,588	\$ 13.00	\$ 20,774.00	\$ 10.00		\$ 15,980.00	\$ 12.00		\$ 19,176.00	\$ 8.00		\$ 12,784.00	
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	8,508	\$ 7.00	\$ 59,566.00	\$ 4.00		\$ 34,036.00	\$ 6.00		\$ 51,054.00	\$ 5.00		\$ 42,545.00	
44000600	SIDEWALK REMOVAL	SQ FT	12,652	\$ 2.00	\$ 25,304.00	\$ 1.00		\$ 12,652.00	\$ 1.50		\$ 18,978.00	\$ 1.50		\$ 18,978.00	
54204510	CONCRETE DOLLAR	EACH	47	\$ 500.00	\$ 23,500.00	\$ 250.00		\$ 11,750.00	\$ 300.00		\$ 14,100.00	\$ 200.00		\$ 9,400.00	
550A0050	STORM SEWERS, CLASS A, TYPE 1 1/2"	FOOT	657	\$ 34.00	\$ 22,338.00	\$ 40.00		\$ 26,280.00	\$ 39.00		\$ 25,823.00	\$ 60.00		\$ 39,420.00	
550A0070	STORM SEWERS, CLASS A, TYPE 1 1/8"	FOOT	22	\$ 37.00	\$ 814.00	\$ 44.00		\$ 968.00	\$ 81.00		\$ 1,782.00	\$ 80.00		\$ 1,760.00	
550A0090	STORM SEWERS, CLASS A, TYPE 1 1/4"	FOOT	4	\$ 46.00	\$ 184.00	\$ 52.00		\$ 208.00	\$ 101.00		\$ 404.00	\$ 90.00		\$ 360.00	
550A0340	STORM SEWERS, CLASS A, TYPE 2 1/2"	FOOT	760	\$ 47.00	\$ 35,420.00	\$ 44.00		\$ 33,440.00	\$ 56.00		\$ 42,560.00	\$ 60.00		\$ 45,800.00	
550A0360	STORM SEWERS, CLASS A, TYPE 2 1/8"	FOOT	1,363	\$ 42.00	\$ 57,246.00	\$ 48.00		\$ 66,787.00	\$ 81.00		\$ 110,403.00	\$ 80.00		\$ 109,040.00	
550A0380	STORM SEWERS, CLASS A, TYPE 2 1/4"	FOOT	185	\$ 52.00	\$ 9,620.00	\$ 53.00		\$ 9,805.00	\$ 101.00		\$ 18,885.00	\$ 90.00		\$ 16,650.00	
550A0410	STORM SEWERS, CLASS A, TYPE 2 3/4"	FOOT	165	\$ 65.00	\$ 10,725.00	\$ 58.00		\$ 9,570.00	\$ 123.00		\$ 20,285.00	\$ 110.00		\$ 18,150.00	
550A0430	STORM SEWERS, CLASS A, TYPE 2 3/8"	FOOT	181	\$ 80.00	\$ 14,480.00	\$ 74.00		\$ 13,394.00	\$ 138.00		\$ 24,978.00	\$ 140.00		\$ 25,340.00	
550A0470	STORM SEWERS, CLASS A, TYPE 2 4/8"	FOOT	1,152	\$ 120.00	\$ 138,240.00	\$ 97.00		\$ 111,744.00	\$ 168.00		\$ 193,536.00	\$ 190.00		\$ 218,880.00	
550A0660	STORM SEWERS, CLASS A, TYPE 3 1/8"	FOOT	151	\$ 70.00	\$ 10,570.00	\$ 76.00		\$ 11,476.00	\$ 81.00		\$ 12,231.00	\$ 80.00		\$ 12,080.00	
550A0680	STORM SEWERS, CLASS A, TYPE 3 1/4"	FOOT	351	\$ 80.00	\$ 28,080.00	\$ 83.00		\$ 29,133.00	\$ 101.00		\$ 35,451.00	\$ 90.00		\$ 31,590.00	
550A0710	STORM SEWERS, CLASS A, TYPE 3 1/2"	FOOT	311	\$ 90.00	\$ 27,990.00	\$ 90.00		\$ 27,990.00	\$ 123.00		\$ 38,253.00	\$ 110.00		\$ 34,210.00	
550A0770	STORM SEWERS, CLASS A, TYPE 3 3/4"	FOOT	500	\$ 150.00	\$ 75,000.00	\$ 122.00		\$ 61,000.00	\$ 172.00		\$ 86,000.00	\$ 180.00		\$ 95,000.00	
550B0020	STORM SEWERS, CLASS B, TYPE 1 1/2"	FOOT	235	\$ 25.00	\$ 5,875.00	\$ 25.00		\$ 5,875.00	\$ 30.00		\$ 7,050.00	\$ 45.00		\$ 10,520.00	
550B0030	STORM SEWERS, CLASS B, TYPE 1 1/8"	FOOT	34	\$ 30.00	\$ 1,020.00	\$ 35.00		\$ 1,190.00	\$ 50.00		\$ 1,700.00	\$ 95.00		\$ 1,870.00	
55100100	STORM SEWER REMOVAL 4"	FOOT	23	\$ 10.00	\$ 230.00	\$ 3.00		\$ 69.00	\$ 1.00		\$ 23.00	\$ 9.00		\$ 207.00	
55100200	STORM SEWER REMOVAL 6"	FOOT	8	\$ 12.00	\$ 96.00	\$ 6.00		\$ 48.00	\$ 1.00		\$ 6.00	\$ 8.00		\$ 72.00	
55100300	STORM SEWER REMOVAL 8"	FOOT	103	\$ 14.00	\$ 1,442.00	\$ 6.00		\$ 618.00	\$ 1.00		\$ 103.00	\$ 9.00		\$ 927.00	
55100400	STORM SEWER REMOVAL 10"	FOOT	259	\$ 16.00	\$ 4,144.00	\$ 7.00		\$ 1,813.00	\$ 1.00		\$ 269.00	\$ 9.00		\$ 2,324.00	
55100500	STORM SEWER REMOVAL 12"	FOOT	254	\$ 18.00	\$ 4,572.00	\$ 8.00		\$ 2,032.00	\$ 5.00		\$ 1,270.00	\$ 9.00		\$ 2,286.00	
55100700	STORM SEWER REMOVAL 15"	FOOT	76	\$ 20.00	\$ 1,520.00	\$ 10.00		\$ 760.00	\$ 5.00		\$ 380.00	\$ 9.00		\$ 684.00	
55100800	STORM SEWER REMOVAL 18"	FOOT	51	\$ 22.00	\$ 1,122.00	\$ 11.00		\$ 561.00	\$ 10.00		\$ 510.00	\$ 9.00		\$ 459.00	
55101200	STORM SEWER REMOVAL 24"	FOOT	38	\$ 25.00	\$ 950.00	\$ 15.00		\$ 570.00	\$ 10.00		\$ 380.00	\$ 9.00		\$ 342.00	
56105000	WATER VALVES 8"	EACH	4	\$ 2,800.00	\$ 11,200.00	\$ 1,320.00		\$ 5,280.00	\$ 1,400.00		\$ 5,600.00	\$ 1,500.00		\$ 6,000.00	
56105300	ADJUSTING WATER MAIN 6"	FOOT	25	\$ 300.00	\$ 7,500.00	\$ 100.00		\$ 2,500.00	\$ 125.00		\$ 3,125.00	\$ 130.00		\$ 3,250.00	
56105400	ADJUSTING WATER MAIN 8"	FOOT	130	\$ 325.00	\$ 42,250.00	\$ 100.00		\$ 13,000.00	\$ 130.00		\$ 16,900.00	\$ 140.00		\$ 18,200.00	
56200500	WATER SERVICE LINE 1 1/2"	FOOT	610	\$ 12.50	\$ 7,625.00	\$ 37.00		\$ 22,570.00	\$ 52.00		\$ 31,720.00	\$ 32.00		\$ 19,520.00	
56201600	CORPORATION STOPS 1 1/2"	EACH	27	\$ 350.00	\$ 9,450.00	\$ 650.00		\$ 17,550.00	\$ 1,000.00		\$ 27,000.00	\$ 1,200.00		\$ 32,400.00	
56400300	FIRE HYDRANTS TO BE ADJUSTED	EACH	8	\$ 800.00	\$ 6,400.00	\$ 700.00		\$ 5,600.00	\$ 1,000.00		\$ 8,000.00	\$ 600.00		\$ 4,800.00	
56400500	FIRE HYDRANT TO BE REMOVED	EACH	1	\$ 500.00	\$ 500.00	\$ 800.00		\$ 800.00	\$ 500.00		\$ 500.00	\$ 700.00		\$ 700.00	
56400800	FIRE HYDRANT AND VALVE TO BE MOVED	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00		\$ 3,000.00	\$ 8,000.00		\$ 8,000.00	\$ 2,500.00		\$ 2,500.00	
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 3,600.00		\$ 7,200.00	\$ 5,000.00		\$ 10,000.00	\$ 6,000.00		\$ 12,000.00	
56500800	DOMESTIC WATER SERVICE BOXES	EACH	27	\$ 200.00	\$ 5,400.00	\$ 325.00		\$ 8,775.00	\$ 100.00		\$ 2,700.00	\$ 100.00		\$ 2,700.00	
				Page Total	\$ 1,051,856.00			\$ 891,565.00			\$ 1,123,441.75			\$ 1,076,010.30	

Bid Tabulation

Village of Hinsdale

PROPOSED STREET IMPROVEMENTS - CHESTNUT STREET, QUINCY STREET, BRUNER STREET, ALLEY, BODIN STREET, THURLOW STREET

Route 11A
County DuPage/Cook
Local Agency Village of Hinsdale
CDI # H0030100

Code No.	Items	Unit	Quantity	Engineer's Estimate			Martam			MQ			Bolder		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
60108100	PIPE UNDERDRAINS 4" (SPECIAL)	FOOT	128	\$ 20.00	\$ 2,560.00	\$ 18.00	\$ 2,304.00	\$ 30.00	\$ 3,840.00	\$ 55.00	\$ 7,040.00	\$ 55.00	\$ 7,040.00	\$ 55.00	\$ 7,040.00
60207105	CATCH BASIN, TYPE C, TYPE 3 FRAME AND GRATE	EACH	4	\$ 1,700.00	\$ 6,800.00	\$ 1,320.00	\$ 5,280.00	\$ 1,300.00	\$ 5,200.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00
60207115	CATCH BASIN, TYPE C, TYPE 3V FRAME AND GRATE	EACH	34	\$ 1,700.00	\$ 57,800.00	\$ 1,320.00	\$ 44,880.00	\$ 1,300.00	\$ 44,200.00	\$ 1,500.00	\$ 51,000.00	\$ 1,500.00	\$ 51,000.00	\$ 1,500.00	\$ 51,000.00
60208230	CATCH BASIN, TYPE C, TYPE 23 FRAME AND GRATE	EACH	1	\$ 1,700.00	\$ 1,700.00	\$ 1,410.00	\$ 1,410.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
60213800	RESTRICTED DEPTH CATCH BASINS, 4'-DIAMETER, TYPE 1 FRAME	EACH	3	\$ 3,000.00	\$ 9,000.00	\$ 2,800.00	\$ 8,400.00	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00
60214000	RESTRICTED DEPTH CATCH BASINS, 4'-DIAMETER, TYPE 3 FRAME	EACH	13	\$ 3,000.00	\$ 39,000.00	\$ 2,800.00	\$ 37,600.00	\$ 2,100.00	\$ 27,300.00	\$ 2,600.00	\$ 33,800.00	\$ 2,600.00	\$ 33,800.00	\$ 2,600.00	\$ 33,800.00
60214100	RESTRICTED DEPTH CATCH BASINS, 4'-DIAMETER, TYPE 3V FRAME	EACH	21	\$ 3,000.00	\$ 63,000.00	\$ 2,800.00	\$ 60,800.00	\$ 2,100.00	\$ 44,100.00	\$ 2,600.00	\$ 54,600.00	\$ 2,600.00	\$ 54,600.00	\$ 2,600.00	\$ 54,600.00
60214713	RESTRICTED DEPTH CATCH BASINS, 4'-DIAMETER, TYPE 23 FRAME	EACH	6	\$ 3,000.00	\$ 18,000.00	\$ 2,800.00	\$ 17,400.00	\$ 2,050.00	\$ 12,300.00	\$ 2,500.00	\$ 15,000.00	\$ 2,500.00	\$ 15,000.00	\$ 2,500.00	\$ 15,000.00
60224500	RESTRICTED DEPTH MANHOLES, 4'-DIAMETER, TYPE 1 FRAME, OPEN	EACH	23	\$ 3,500.00	\$ 80,500.00	\$ 2,900.00	\$ 66,700.00	\$ 2,400.00	\$ 55,200.00	\$ 2,800.00	\$ 64,400.00	\$ 2,800.00	\$ 64,400.00	\$ 2,800.00	\$ 64,400.00
60224700	RESTRICTED DEPTH MANHOLES, 4'-DIAMETER, TYPE 3 FRAME AND	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
60225300	RESTRICTED DEPTH MANHOLES, 5'-DIAMETER, TYPE 1 FRAME, OPEN	EACH	4	\$ 4,000.00	\$ 16,000.00	\$ 3,800.00	\$ 15,200.00	\$ 3,000.00	\$ 12,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00
60226100	RESTRICTED DEPTH MANHOLES, 6'-DIAMETER, TYPE 1 FRAME, OPEN	EACH	8	\$ 4,500.00	\$ 36,000.00	\$ 4,800.00	\$ 38,400.00	\$ 7,000.00	\$ 56,000.00	\$ 8,000.00	\$ 64,000.00	\$ 8,000.00	\$ 64,000.00	\$ 8,000.00	\$ 64,000.00
60228100	RESTRICTED DEPTH MANHOLES, 8'-DIAMETER, TYPE 1 FRAME, OPEN	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 7,450.00	\$ 7,450.00	\$ 10,500.00	\$ 10,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
60228300	RESTRICTED DEPTH MANHOLES, 8'-DIAMETER, TYPE 23 FRAME AND	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 7,450.00	\$ 7,450.00	\$ 10,500.00	\$ 10,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
60228310	MANHOLES, SANITARY	EACH	3	\$ 5,000.00	\$ 15,000.00	\$ 3,950.00	\$ 15,850.00	\$ 3,200.00	\$ 9,600.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00
60232800	MANHOLES, SPECIAL, 6' DIA., TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 5,000.00	\$ 15,000.00	\$ 3,950.00	\$ 15,850.00	\$ 3,200.00	\$ 9,600.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00	\$ 4,000.00	\$ 12,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	11	\$ 1,500.00	\$ 16,500.00	\$ 1,150.00	\$ 12,650.00	\$ 1,100.00	\$ 12,100.00	\$ 1,200.00	\$ 13,200.00	\$ 1,200.00	\$ 13,200.00	\$ 1,200.00	\$ 13,200.00
60237710	INLETS, TYPE A, TYPE 3V FRAME AND GRATE	EACH	18	\$ 1,600.00	\$ 28,800.00	\$ 1,150.00	\$ 20,700.00	\$ 1,100.00	\$ 19,800.00	\$ 1,200.00	\$ 21,600.00	\$ 1,200.00	\$ 21,600.00	\$ 1,200.00	\$ 21,600.00
60247400	JUNCTION BOX, NO. 1	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 60,000.00	\$ 60,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00
60248900	VALVE VAULTS, TYPE A, 5'-DIA., TYPE 1 FRAME, CLOSED LID	EACH	5	\$ 3,700.00	\$ 18,500.00	\$ 3,100.00	\$ 15,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,500.00	\$ 12,500.00
60255500	MANHOLES TO BE ADJUSTED (SPECIAL)	EACH	20	\$ 600.00	\$ 12,000.00	\$ 350.00	\$ 7,000.00	\$ 500.00	\$ 10,000.00	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00
60255905	MANHOLES TO BE ADJUSTED WITH NEW TYPE 3V FRAME AND GRATE	EACH	1	\$ 900.00	\$ 900.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
60257900	MANHOLE TO BE RECONSTRUCTED (SPECIAL)	EACH	10	\$ 1,500.00	\$ 15,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,000.00	\$ 10,000.00	\$ 1,400.00	\$ 14,000.00	\$ 1,400.00	\$ 14,000.00	\$ 1,400.00	\$ 14,000.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	1	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
60265700	VALVE VAULTS TO BE ADJUSTED (SPECIAL)	EACH	6	\$ 600.00	\$ 3,600.00	\$ 350.00	\$ 2,100.00	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00
60266500	VALVE VAULTS TO BE REMOVED	EACH	7	\$ 600.00	\$ 4,200.00	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00	\$ 320.00	\$ 2,240.00	\$ 320.00	\$ 2,240.00	\$ 320.00	\$ 2,240.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	15	\$ 400.00	\$ 6,000.00	\$ 150.00	\$ 2,250.00	\$ 100.00	\$ 1,500.00	\$ 300.00	\$ 4,500.00	\$ 300.00	\$ 4,500.00	\$ 300.00	\$ 4,500.00
60500040	REMOVING MANHOLES	EACH	5	\$ 600.00	\$ 3,000.00	\$ 300.00	\$ 1,500.00	\$ 100.00	\$ 500.00	\$ 320.00	\$ 1,600.00	\$ 320.00	\$ 1,600.00	\$ 320.00	\$ 1,600.00
60500050	REMOVING CATCH BASINS	EACH	11	\$ 600.00	\$ 6,600.00	\$ 250.00	\$ 2,750.00	\$ 100.00	\$ 1,100.00	\$ 160.00	\$ 1,760.00	\$ 160.00	\$ 1,760.00	\$ 160.00	\$ 1,760.00
60500060	REMOVING INLETS	EACH	22	\$ 500.00	\$ 11,000.00	\$ 100.00	\$ 2,200.00	\$ 50.00	\$ 1,100.00	\$ 80.00	\$ 1,760.00	\$ 80.00	\$ 1,760.00	\$ 80.00	\$ 1,760.00
60601005	CONCRETE CURB TYPE B, (SPECIAL)	FOOT	323	\$ 12.00	\$ 3,876.00	\$ 15.00	\$ 4,845.00	\$ 25.00	\$ 8,075.00	\$ 22.00	\$ 7,106.00	\$ 22.00	\$ 7,106.00	\$ 22.00	\$ 7,106.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	418	\$ 23.00	\$ 9,614.00	\$ 14.50	\$ 6,061.00	\$ 25.00	\$ 10,450.00	\$ 17.00	\$ 7,106.00	\$ 17.00	\$ 7,106.00	\$ 17.00	\$ 7,106.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	8,528	\$ 25.00	\$ 213,225.00	\$ 16.00	\$ 136,464.00	\$ 21.50	\$ 183,373.50	\$ 19.00	\$ 162,051.00	\$ 19.00	\$ 162,051.00	\$ 19.00	\$ 162,051.00
66900205	SPECIAL WASTE DISPOSAL	CU YD	850	\$ 100.00	\$ 85,000.00	\$ 65.00	\$ 55,250.00	\$ 75.00	\$ 63,750.00	\$ 84.00	\$ 71,400.00	\$ 84.00	\$ 71,400.00	\$ 84.00	\$ 71,400.00
67100100	MOBILIZATION	L SUM	1	\$ 250,000.00	\$ 250,000.00	\$ 85,000.00	\$ 85,000.00	\$ 35,000.00	\$ 35,000.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00	\$ 244,000.00
70103700	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 120,000.00	\$ 120,000.00	\$ 150,000.00	\$ 150,000.00	\$ 40,000.00	\$ 40,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	52	\$ 30.00	\$ 1,560.00	\$ 25.00	\$ 1,300.00	\$ 30.00	\$ 1,560.00	\$ 25.00	\$ 1,300.00	\$ 25.00	\$ 1,300.00	\$ 25.00	\$ 1,300.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	24	\$ 30.00	\$ 720.00	\$ 44.00	\$ 1,056.00	\$ 60.00	\$ 1,440.00	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00
78001180	PAINT PAVEMENT MARKING TYPE II - LINE 24"	FOOT	12	\$ 30.00	\$ 360.00	\$ 10.00	\$ 120.00	\$ 10.00	\$ 120.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00
X0321805	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	295	\$ 60.00	\$ 17,760.00	\$ 57.00	\$ 16,872.00	\$ 55.00	\$ 16,282.50	\$ 70.00	\$ 20,720.00	\$ 70.00	\$ 20,720.00	\$ 70.00	\$ 20,720.00
X0321807	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	375	\$ 65.00	\$ 24,375.00	\$ 68.00	\$ 25,500.00	\$ 75.00	\$ 28,125.00	\$ 70.00	\$ 26,250.00	\$ 70.00	\$ 26,250.00	\$ 70.00	\$ 26,250.00
				Page Total			\$ 1,254,450.00			\$ 853,813.50			\$ 1,185,263.00		

Bid Tabulation

Village of Hinsdale


PROPOSED STREET IMPROVEMENTS - CHESTNUT STREET, QUINCY STREET, BRUNER STREET, ALLEY, BODIN STREET, THURLOW STREET

Route n/a
County Dupage/Cook
Local Agency Village of Hinsdale
CDI # H0030100

Engineer's Estimate										MQ		Martam		Bolder	
Code No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
X0321808	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	FOOT	159	\$ 72.00	\$ 11,448.00	\$ 89.00	\$ 13,992.00	\$ 100.00	\$ 15,900.00	\$ 90.00	\$ 14,310.00				
X0323954	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	FOOT	23	\$ 80.00	\$ 1,840.00	\$ 142.00	\$ 3,266.00	\$ 150.00	\$ 3,450.00	\$ 120.00	\$ 2,760.00				
X0325846	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	FOOT	2,032	\$ 5.00	\$ 10,160.00	\$ 1.00	\$ 2,032.00	\$ 0.01	\$ 20.32	\$ 0.50	\$ 1,016.00				
X0326734	SANITARY SEWER PVC SDR 26, 8"	FOOT	563	\$ 65.00	\$ 37,895.00	\$ 78.00	\$ 45,474.00	\$ 94.00	\$ 54,802.00	\$ 80.00	\$ 46,840.00				
X0326735	SANITARY SEWER PVC SDR 26, 10"	FOOT	30	\$ 70.00	\$ 2,100.00	\$ 144.00	\$ 4,320.00	\$ 150.00	\$ 4,500.00	\$ 130.00	\$ 3,900.00				
X0326736	SANITARY SEWER PVC SDR 26, 12"	FOOT	13	\$ 120.00	\$ 1,560.00	\$ 176.00	\$ 2,288.00	\$ 200.00	\$ 2,600.00	\$ 140.00	\$ 1,820.00				
X7015005	CHANGEABLE MESSAGE SIGN	CAL DA	56	\$ 150.00	\$ 8,400.00	\$ 90.00	\$ 5,040.00	\$ 100.00	\$ 5,600.00	\$ 75.00	\$ 4,200.00				
XX000613	PRECAST MODULAR BLOCK WALL	SQ FT	50	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00	\$ 100.00	\$ 5,000.00	\$ 30.00	\$ 1,500.00				
XX002155	MANHOLES, TYPE A, 6-DIAMETER, TYPE 3V FRAME AND GRATE	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 4,880.00	\$ 9,760.00	\$ 8,000.00	\$ 16,000.00	\$ 4,000.00	\$ 8,000.00				
XX003803	SANITARY SEWER SERVICE 6"	FOOT	410	\$ 85.00	\$ 34,850.00	\$ 64.00	\$ 26,240.00	\$ 70.00	\$ 28,700.00	\$ 48.00	\$ 19,680.00				
XX004208	SEWER SERVICE LATERAL REPAIR, 6" PVC	FOOT	350	\$ 85.00	\$ 29,750.00	\$ 35.00	\$ 12,250.00	\$ 20.00	\$ 7,000.00	\$ 48.00	\$ 16,800.00				
XX004360	RELAY SANITARY SERVICE, 6" PVC	FOOT	75	\$ 100.00	\$ 7,500.00	\$ 65.00	\$ 4,875.00	\$ 300.00	\$ 22,500.00	\$ 48.00	\$ 3,600.00				
XX004774	SANITARY SEWER BYPASS PUMPING	CAL DA	21	\$ 250.00	\$ 5,250.00	\$ 350.00	\$ 7,350.00	\$ 300.00	\$ 6,300.00	\$ 1.00	\$ 21.00				
XX004812	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	204	\$ 30.00	\$ 6,120.00	\$ 14.00	\$ 2,856.00	\$ 12.00	\$ 2,448.00	\$ 15.00	\$ 3,060.00				
XX004813	TELEVISION EXISTING STORM SEWER	FOOT	3,200	\$ 2.00	\$ 6,400.00	\$ 2.00	\$ 6,400.00	\$ 2.00	\$ 6,400.00	\$ 2.00	\$ 6,400.00				
XX004814	REPAIR STORM SEWER, 8" TO 10"	FOOT	100	\$ 75.00	\$ 7,500.00	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 90.00	\$ 9,000.00				
XX004815	REPAIR STORM SEWER, 12" TO 15"	FOOT	100	\$ 80.00	\$ 8,000.00	\$ 55.00	\$ 5,500.00	\$ 45.00	\$ 4,500.00	\$ 100.00	\$ 10,000.00				
XX004899	REPAIR STORM SEWER, 18" TO 24"	FOOT	100	\$ 90.00	\$ 9,000.00	\$ 85.00	\$ 8,500.00	\$ 100.00	\$ 10,000.00	\$ 120.00	\$ 12,000.00				
XX006241	PVC WATER MAIN 8"	FOOT	700	\$ 75.00	\$ 52,500.00	\$ 55.00	\$ 38,500.00	\$ 68.00	\$ 47,600.00	\$ 70.00	\$ 49,000.00				
XX006241	GATE VALVE AND BOX, 8"	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 1,380.00	\$ 2,760.00	\$ 1,400.00	\$ 2,800.00	\$ 1,800.00	\$ 3,600.00				
XX006428	SIDEWALK, SPECIAL	SQ FT	197	\$ 45.00	\$ 8,865.00	\$ 21.00	\$ 4,137.00	\$ 15.00	\$ 2,955.00	\$ 15.00	\$ 2,955.00				
XX006884	CIPP LINER FOR SANITARY SEWER MAIN 15"	FOOT	410	\$ 50.00	\$ 20,500.00	\$ 71.00	\$ 29,110.00	\$ 70.00	\$ 28,700.00	\$ 63.00	\$ 25,830.00				
XX008406	SANITARY LATERAL ENCASEMENT	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00				
XX008407	WATER SERVICE REPAIR, 1" TO 1.5"	FOOT	350	\$ 25.00	\$ 8,750.00	\$ 10.00	\$ 3,500.00	\$ 40.00	\$ 14,000.00	\$ 38.00	\$ 13,300.00				
XX008408	MANHOLES, SPECIAL, 8" DIA., TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 8,000.00	\$ 8,000.00	\$ 9,700.00	\$ 9,700.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00				
Z0045002	PRESSURE CONNECTION 12" X 8"	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00				
Z0051500	REMOVING AND RESETTING STREET SIGNS	EACH	4	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00				
Z0077700	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	20	\$ 40.00	\$ 800.00	\$ 65.00	\$ 1,300.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00				
Z0088000	POWER ROD AND CLEAN EXISTING STORM SEWER	FOOT	3,200	\$ 3.50	\$ 11,200.00	\$ 3.20	\$ 10,240.00	\$ 3.25	\$ 10,400.00	\$ 2.90	\$ 9,280.00				
Z0088001	CDDILUST MAT'L'S ANALYSIS MANAGEMENT, & COMPLIANCE	L SUM	1	\$ 65,000.00	\$ 65,000.00	\$ 12,000.00	\$ 12,000.00	\$ 200,000.00	\$ 200,000.00	\$ 27,000.00	\$ 27,000.00				
Z0088002	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00				
				Page Total		\$ 438,388.00		\$ 338,280.00		\$ 581,675.32		\$ 4,080,694.30		\$ 365,672.00	
				Bidders Proposal for making Entire Improvements		\$ 4,789,394.50		\$ 3,728,195.50		\$ 4,057,794.32		\$ 4,080,694.30		\$ 365,672.00	

DATE: June 13, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Consent Agenda Item		DEPARTMENT Community Development		
ITEM 2011 Resurfacing Program		APPROVAL Daniel M. Deeter Village Engineer		
<p>On June 3, 2011, five bids were received for the 2011 Resurfacing Program. Our design consultant, HR Green, Inc., has reviewed the bids and has verified that Brothers Asphalt Paving, Inc. is the lowest qualified bidder with a bid amount of \$1,312,577.80. Their bid is within the budget of \$1,650,000. A bid summary is attached. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done. Roads to be resurfaced include:</p> <p>First Street County Line to Columbia Third Street County Line to Columbia Columbia First to Third Pamela Circle West End to County Line Pamela Circle County Line to East End Charleston Road West End to County Line Old Mill Road York to Road D</p> <p>Staff recommends awarding the bid to Brothers Asphalt Paving, Inc.</p> <p>Motion: To Award the 2011 Resurfacing Program to Brothers Asphalt Paving, Inc. in the Amount Not to Exceed \$1,312,577.80.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On June 13, 2011, the EPS Committee unanimously moved to approve the above motion.				
BOARD ACTION:				



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

Phone: (815) 462-9324
Fax: (815) 462-9328

Project: Hinsdale 2011 Road Program Desc: Various Streets							Engineer: S. Creach Bids Received: 011 by Brent Cann		% Design: 100%											
Job No.: 87100432																				
							Central Blacktop Co.		Brothers Asphalt Paving, Inc.		Johnson Paving		Martam Construction, Inc.		Crowley-Sheppard Asphalt, Inc.				AVERAGE	
							Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	
		TREE TRUNK PROTECTION	27	EACH	\$100.00	\$2,700.00	\$210.00	\$5,670.00	\$70.00	\$1,890.00	\$150.00	\$4,050.00	\$150.00	\$4,050.00	\$100.00	\$2,700.00		\$0.00	\$136.00	
1		TREE ROOT PRUNING	27	EACH	\$150.00	\$4,050.00	\$210.00	\$5,670.00	\$60.00	\$1,620.00	\$80.00	\$2,160.00	\$150.00	\$4,050.00	\$115.00	\$3,105.00		\$0.00	\$123.00	
2		TRENCH BACKFILL	2,110	CU YD	\$35.00	\$73,850.00	\$37.50	\$79,125.00	\$30.00	\$63,300.00	\$28.00	\$59,080.00	\$36.00	\$75,960.00	\$35.00	\$73,850.00		\$0.00	\$33.30	
3		PERIMETER EROSION BARRIER	300	FOOT	\$2.00	\$600.00	\$4.00	\$1,200.00	\$2.00	\$600.00	\$4.00	\$1,200.00	\$3.00	\$900.00	\$3.00	\$900.00		\$0.00	\$3.20	
4		INLET FILTERS	8	EACH	\$50.00	\$400.00	\$250.00	\$2,000.00	\$100.00	\$800.00	\$100.00	\$800.00	\$200.00	\$1,600.00	\$260.00	\$2,080.00		\$0.00	\$182.00	
5		BITUMINOUS MATERIALS (PRIME COAT)	2,323	GAL	\$2.00	\$4,646.00	\$2.50	\$5,807.50	\$0.10	\$232.30	\$0.01	\$23.23	\$0.02	\$46.46	\$1.50	\$3,484.50		\$0.00	\$0.83	
6		AGGREGATE (PRIME COAT)	52	TON	\$1.00	\$52.00	\$0.01	\$0.52	\$10.00	\$520.00	\$1.00	\$52.00	\$1.00	\$52.00	\$10.00	\$520.00		\$0.00	\$4.40	
7		MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	4	TON	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$10.00	\$40.00	\$330.00	\$1,320.00	\$450.00	\$1,800.00		\$0.00	\$278.00	
8		LEVELING BINDER (MACHING METHOD), N50 (THICKNESS VARIES)	170	TON	\$70.00	\$11,900.00	\$90.00	\$15,300.00	\$110.00	\$18,700.00	\$100.00	\$17,000.00	\$90.00	\$15,300.00	\$100.00	\$17,000.00		\$0.00	\$98.00	
9		HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50 (2")	2,750	TON	\$70.00	\$192,500.00	\$77.00	\$211,750.00	\$76.00	\$209,000.00	\$85.65	\$235,537.50	\$83.00	\$228,250.00	\$80.00	\$220,000.00		\$0.00	\$80.33	
10		PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	1,325	SQ FT	\$5.00	\$6,625.00	\$5.60	\$7,420.00	\$4.50	\$5,962.50	\$5.00	\$6,625.00	\$6.00	\$7,950.00	\$4.50	\$5,962.50		\$0.00	\$5.12	
11		DETECTABLE WARNINGS	192	SQ FT	\$30.00	\$5,760.00	\$25.00	\$4,800.00	\$27.00	\$5,184.00	\$25.00	\$4,800.00	\$24.00	\$4,608.00	\$18.75	\$3,600.00		\$0.00	\$23.95	
12		SIDEWALK REMOVAL	1,325	SQ FT	\$2.50	\$3,312.50	\$2.00	\$2,650.00	\$2.00	\$2,650.00	\$1.00	\$1,325.00	\$1.50	\$1,987.50	\$1.50	\$1,987.50		\$0.00	\$1.60	
13		STORM SEWERS, CLASS A, TYPE 1 12"	78	FOOT	\$50.00	\$3,900.00	\$50.00	\$3,900.00	\$50.00	\$3,900.00	\$48.00	\$3,744.00	\$44.00	\$3,432.00	\$48.00	\$3,744.00		\$0.00	\$48.00	
14		STORM SEWERS, CLASS A, TYPE 1 18"	278	FOOT	\$60.00	\$16,680.00	\$59.00	\$16,402.00	\$60.00	\$16,680.00	\$55.00	\$15,290.00	\$48.00	\$13,344.00	\$58.00	\$16,124.00		\$0.00	\$56.00	
15		WATER SERVICE LINE 1 1/2"	1,870	FOOT	\$15.00	\$28,050.00	\$53.50	\$100,045.00	\$44.00	\$82,280.00	\$40.00	\$74,800.00	\$34.00	\$63,580.00	\$52.50	\$98,175.00		\$0.00	\$44.80	
16		ADJUSTING WATER SERVICE LINES	187	FOOT	\$25.00	\$4,675.00	\$47.00	\$8,789.00	\$40.00	\$7,480.00	\$35.00	\$6,545.00	\$10.00	\$1,870.00	\$46.00	\$8,602.00		\$0.00	\$35.60	
17		FIRE HYDRANTS TO BE REMOVED	7	EACH	\$300.00	\$2,100.00	\$480.00	\$3,360.00	\$400.00	\$2,800.00	\$350.00	\$2,450.00	\$850.00	\$5,950.00	\$475.00	\$3,325.00		\$0.00	\$511.00	
18		FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	8	EACH	\$4,500.00	\$36,000.00	\$4,760.00	\$38,080.00	\$3,500.00	\$31,500.00	\$3,300.00	\$29,700.00	\$3,800.00	\$34,200.00	\$4,685.00	\$42,165.00		\$0.00	\$4,009.00	
19		DOMESTIC WATER SERVICE BOXES (CURB STOP)	44	EACH	\$625.00	\$27,500.00	\$980.00	\$43,120.00	\$300.00	\$13,200.00	\$225.00	\$9,900.00	\$350.00	\$15,400.00	\$970.00	\$42,680.00		\$0.00	\$565.00	
20		MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	2	EACH	\$1,750.00	\$3,500.00	\$2,140.00	\$4,280.00	\$2,400.00	\$4,800.00	\$2,200.00	\$4,400.00	\$2,800.00	\$5,600.00	\$2,100.00	\$4,200.00		\$0.00	\$2,328.00	
21		MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$1,750.00	\$1,750.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$2,800.00	\$2,800.00	\$2,200.00	\$2,200.00		\$0.00	\$2,390.00	
22		MANHOLES, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	2	EACH	\$1,600.00	\$3,200.00	\$2,035.00	\$4,070.00	\$2,400.00	\$4,800.00	\$2,100.00	\$4,200.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00		\$0.00	\$2,267.00	
23		INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	4	EACH	\$1,250.00	\$5,000.00	\$940.00	\$3,760.00	\$1,000.00	\$4,000.00	\$825.00	\$3,300.00	\$1,300.00	\$5,200.00	\$920.00	\$3,680.00		\$0.00	\$997.00	
24		MANHOLES TO BE ADJUSTED	10	EACH	\$385.00	\$3,850.00	\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$350.00	\$3,500.00	\$340.00	\$3,400.00		\$0.00	\$368.00	
25		CONSTRUCTION LAYOUT	1	L SUM	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,495.00	\$2,495.00	\$8,000.00	\$8,000.00	\$3,250.00	\$3,250.00		\$0.00	\$4,449.00	
26		PRESSURE CONNECTION TO EXISTING WATER MAIN	7	EACH	\$5,000.00	\$35,000.00	\$4,815.00	\$33,705.00	\$2,100.00	\$14,700.00	\$1,900.00	\$13,300.00	\$4,800.00	\$33,600.00	\$4,725.00	\$33,075.00		\$0.00	\$3,668.00	
27		SODDING, SALT TOLERANT (SPECIAL)	2,910	SQ YD	\$10.00	\$29,100.00	\$7.00	\$20,370.00	\$10.00	\$29,100.00	\$10.50	\$30,555.00	\$9.00	\$26,190.00	\$8.50	\$24,735.00		\$0.00	\$9.00	
28		VALVE BOXES TO BE ADJUSTED (SPECIAL)	4	EACH	\$385.00	\$1,540.00	\$465.00	\$1,860.00	\$300.00	\$1,200.00	\$275.00	\$1,100.00	\$250.00	\$1,000.00	\$460.00	\$1,840.00		\$0.00	\$350.00	
29		FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	23	EACH	\$600.00	\$13,800.00	\$635.00	\$14,605.00	\$550.00	\$12,650.00	\$525.00	\$12,075.00	\$350.00	\$8,050.00	\$625.00	\$14,375.00		\$0.00	\$537.00	
30		TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$99,243.00	\$99,243.00	\$75,000.00	\$75,000.00	\$12,000.00	\$12,000.00		\$0.00	\$43,248.60	
31		PVC WATER MAIN 6"	148	FOOT	\$44.00	\$6,512.00	\$90.00	\$13,320.00	\$58.00	\$8,584.00	\$53.00	\$7,844.00	\$53.00	\$7,844.00	\$84.00	\$12,432.00		\$0.00	\$67.60	
32		PVC WATER MAIN 8"	2,736	FOOT	\$52.00	\$142,272.00	\$95.00	\$259,920.00	\$60.00	\$164,160.00	\$54.00	\$147,744.00	\$51.00	\$139,536.00	\$90.00	\$246,240.00		\$0.00	\$70.00	
33		CLASS C PATCHES, 12"	260	SQ YD	\$175.00	\$45,500.00	\$80.00	\$20,800.00	\$100.00	\$26,000.00	\$84.00	\$21,840.00	\$118.00	\$30,680.00	\$115.00	\$29,900.00		\$0.00	\$99.40	
34		CLASS D PATCHES, 6"	2,920	SQ YD	\$30.00	\$87,600.00	\$35.00	\$102,200.00	\$40.00	\$116,800.00	\$36.76	\$107,339.20	\$55.00	\$160,600.00	\$45.00	\$131,400.00		\$0.00	\$42.35	
35		HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH - 0" TO 2.5")	2,070	SQ YD	\$2.00	\$4,140.00	\$2.50	\$5,175.00	\$2.00	\$4,140.00	\$3.00	\$6,210.00	\$2.35	\$4,864.50	\$2.00	\$4,140.00		\$0.00	\$2.37	
36		HOT-MIX ASPHALT SURFACE REMOVAL, 1.75"	21,140	SQ YD	\$2.00	\$42,280.00	\$2.50	\$52,850.00	\$2.00	\$42,280.00	\$3.25	\$68,705.00	\$2.40	\$50,736.00	\$2.25	\$47,565.00		\$0.00	\$2.48	
37		COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	2,445	FOOT	\$252															



June 3, 2011

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

Re: Hinsdale 2011 Road Program
HR Green No.: 87100432

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids accepted on June 3, 2011 for various street resurfacing – Hinsdale 2011 Road Program. We have verified that Brothers Asphalt Paving, Inc. is the low bidder and recommend the Village accept their bid of \$1,312,577.80.

If you have any questions or need additional information please call me at 815-462-9324 or on my direct line at 815-320-7125.

Sincerely,

A handwritten signature in black ink, appearing to read 'B.D. Cann'.

Brent D. Cann, P.E., MBA
Project Engineer

BDC/vp

\\HRGNLS\Data\87100432\Design\Bid\lrr-060311-Low_bid_recommendation.doc

HRGreen.com

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

Bidders List

Project: Hinsdale 2011 Resurfacing

Section: 11-00092-00-RS

HR Green Job No. 87100432

Bid Opening Date: June 3, 2011

Is Prequalification Required? YES

Time: 11:00 AM

Plan Deposit if Required: \$50.00

Bidders	Phone and Fax	Date Picked Up/ shipped	Cert. of Eligibility Provided (Y/N)	Apprenticeship or Training Cert. Provided	Bid Bond Provided	Addendum Rec'd acknowledgment	Amount of Bid
Crowley-Sheppard Asphalt, Inc. 6525 W. 99 th Street PO Box 157 Chicago Ridge, IL 60415 Contact: Mike Novickas	708-499-2900 708-499-3106	5/12/11	Y	Y	Y	Y	1,625,031.50
Central Blacktop Co., Inc. 6160 S. East Ave. PO Box 2080 LaGrange, IL 60525 Contact: Diane Forbus	708-783-4943 708-482-9676	5/12/11	Y	Y	Y	Y	1,529,634.02
Johnson Paving 1025 East Addison Court Arlington Heights, IL 60005	847-439-2025 847-439-2084	5/13/11	Y	Y	Y	Y	1,369,086.93
K-Five Construction Corp. 13769 Main Street Lemont, IL 60439	630-257-5600 630-257-6877	5/13/11	Y				No Bid
James D. Fiala Paving Co., Inc. 500 East Frontage Road North Bolingbrook, IL 60440 Contact: Eric Rhoda	630-783-8311 630-783-8320	5/13/11	Y				No Bid
Riccio Construction Corp. PO Box 672 Palos Park, IL 60464	708-774-4995 708-301-1921	5/17/11	Y				No Bid

Bid Tool Attn: Maria Shelby One Oakbrook Terrace Suite 510 Oak Brook Terrace, IL 60181 plans@bidtool.net	800-872-7878 630-214-3924	5/18/11	N				N/A
Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101 Contact: Grace Foss	630-458-7162 630-458-1763	5/18/11	Y	Y	Y	Y	1,312,577.80
Chicagoland Paving Contractors, Inc. 225 Telser Rd. Lake Zurich, IL 60047 Contact: Julie Heiderman	847-550-9681 847-550-9684	5/18/11	Y				No Bid
Schroeder Asphalt Services, Inc. PO Box 831 Huntley, IL 60142	815-923-4380 815-923-4389	5/18/11	Y				No bid
Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120	847-608-6800	5/31/11	Y	Y	Y	Y	1,455,559.46

Bidders List

Project: Hinsdale 2011 Resurfacing

Section: 11-00092-00-RS

HR Green Job No. 87100432

Bid Opening Date: June 3, 2011

Is Prequalification Required? YES

Time: 11:00 AM

Plan Deposit if Required: \$50.00

Bidders	Phone and Fax	Date Picked Up/ shipped	Cert. of Eligibility Provided (Y/N)	Apprenticeship or Training Cert. Provided	Bid Bond Provided	Addendum Rec'd acknowledgment	Amount of Bid
Crowley-Sheppard Asphalt, Inc. 6525 W. 99 th Street PO Box 157 Chicago Ridge, IL 60415 Contact: Mike Novickas	708-499-2900 708-499-3106	5/12/11	Y	Y	Y	Y	1,625,031.50
Central Blacktop Co., Inc. 6160 S. East Ave. PO Box 2080 LaGrange, IL 60525 Contact: Diane Forbus	708-783-4943 708-482-9676	5/12/11	Y	Y	Y	Y	1,529,634.02
Johnson Paving 1025 East Addison Court Arlington Heights, IL 60005	847-439-2025 847-439-2084	5/13/11	Y	Y	Y	Y	1,369,086.93
K-Five Construction Corp. 13769 Main Street Lemont, IL 60439	630-257-5600 630-257-6877	5/13/11	Y				
James D. Fiala Paving Co., Inc. 500 East Frontage Road North Bolingbrook, IL 60440 Contact: Eric Rhoda	630-783-8311 630-783-8320	5/13/11	Y				
Riccio Construction Corp. PO Box 672 Palos Park, IL 60464	708-774-4995 708-301-1921	5/17/11	Y				

Bid Tool Attn: Maria Shelby One Oakbrook Terrace Suite 510 Oak Brook Terrace, IL 60181 plans@bidtool.net	800-872-7878 630-214-3924	5/18/11	N				
Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101 Contact: Grace Foss	630-458-7162 630-458-1763	5/18/11	Y		Y	Y	\$1,312,577.80
Chicagoland Paving Contractors, Inc. 225 Telser Rd. Lake Zurich, IL 60047 Contact: Julie Heiderman	847-550-9681 847-550-9684	5/18/11	Y				
Schroeder Asphalt Services, Inc. PO Box 831 Huntley, IL 60142	815-923-4380 815-923-4389	5/18/11	Y				
Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120	847-608-6800	5/31/11	Y	Y	Y	○	\$1,455,559.46

\\Hrgnl\data\87100432\Design\BidVst-May2011-Bidders_List.docx

ENGR ESTIMATE: ~~\$1,550,000~~ \$1,660,000 budgeted
 — \$1,312,577.80 - 1,312,577.80
 \$ 237,422.20 \$347,422.20
 ÷ \$82/LF ROAD RESURFACING
 2895 LF ROAD 4237 LF road
 THIRD ST. GARFIELD → CLR 2293 LF
 FOURTH ST. " " 2267 LF

Bid Tool Attn: Maria Shelby One Oakbrook Terrace Suite 510 Oak Brook Terrace, IL 60181 plans@bidtool.net	800-872-7878 630-214-3924	5/18/11	N				
Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101 Contact: Grace Foss	630-458-7162 630-458-1763	5/18/11	Y		Y	Y	\$1,312,577.80
Chicagoland Paving Contractors, Inc. 225 Telser Rd. Lake Zurich, IL 60047 Contact: Julie Heiderman	847-550-9681 847-550-9684	5/18/11	Y				
Schroeder Asphalt Services, Inc. PO Box 831 Huntley, IL 60142	815-923-4380 815-923-4389	5/18/11	Y				
Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120	847-608-6800	5/31/11	Y	Y	Y	○	\$1,455,559.46



1. THIS AGREEMENT, made and concluded the _____ day of June, 2011 Month and Year
between the Village of Hinsdale
acting by and through its Board of Trustees known as the party of the first part, and
_____ his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 11-00092-00-RS - Various Streets Resurfacing
in Village of Hinsdale, Illinois, approved by the Department of Transportation of the
State of Illinois May 6, 2011 Date, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The Village of Hinsdale

Clerk By _____
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route	<u>Various Streets</u>
County	<u>DuPage/Cook</u>
Local Agency	<u>Village of Hinsdale</u>
Section	<u>11-00092-00-RS</u>

We , _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One Million Three Hundred Twelve Thousand Five Hundred Seventy Seven & Eighty Cents Dollars (\$1,312,577.80), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)	_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)
---	---

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)


Approved this _____ day of _____, A.D. _____

Attest:

_____ Clerk	_____ (Awarding Authority) _____ (Chairman/Mayor/President)
--------------------	--

DATE: June 13, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development		
ITEM Award 50/50 Sidewalk Program Bid		APPROVAL Daniel M. Deeter Village Engineer		
<p>On May 18, 2011, five bids were received for the annual 50/50 sidewalk program. The low bid from D'Land Construction of \$60,796.95 is within the budget of \$85,000. The low bidder has previous satisfactory experience in Hinsdale. A bid summary is attached. Staff recommends awarding the bid to D'Land Construction.</p> <p>Motion: To Award the 2011 50/50 Sidewalk Program Bid (IDOT Sec. No. 11-00000-01-GM) to D'Land Construction in the amount not to exceed \$60,796.95.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On June 13, 2011, the EPS Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

Village of Hinsdale 2011 50/50 Sidewalk Project

Robert R. Andreas & Sons

J&J Newell Concrete

D/Land Construction

Item Number	Item	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
21101615	Furnish and Place Topsoil 4"	SY	280.00	4.00	\$ 1,120.00	4.00	\$ 1,120.00	3.10	\$ 868.00
XX000880	Seeding, Class 1, Special	SY	280.00	1.00	\$ 280.00	2.00	\$ 560.00	3.10	\$ 868.00
42307100	PCC Driveway Placement, Special	SY	50.00	50.00	\$ 2,500.00	40.00	\$ 2,000.00	37.00	\$ 1,850.00
42400200	PCC Sidewalk 5"	SF	10,000.00	4.75	\$ 47,500.00	4.00	\$ 40,000.00	3.44	\$ 34,400.00
42400300	PCC Sidewalk 6"	SF	400.00	5.50	\$ 2,200.00	5.00	\$ 2,000.00	3.54	\$ 1,416.00
44000200	Driveway Pavement Removal	SY	50.00	9.50	\$ 475.00	12.00	\$ 600.00	9.00	\$ 450.00
44000500	Combination Curb and Gutter Removal	LF	400.00	4.00	\$ 1,600.00	5.00	\$ 2,000.00	3.50	\$ 1,400.00
44000600	Sidewalk Removal	SF	10,400.00	0.75	\$ 7,800.00	1.00	\$ 10,400.00	1.00	\$ 10,400.00
40803310	Hot-Mix Asphalt Surface Course								
	Mix C, N 50	TN	5.00	150.00	\$ 750.00	100.00	\$ 500.00	148.98	\$ 744.95
	Combination Curb and Gutter	LF	400.00	18.00	\$ 7,200.00	17.50	\$ 7,000.00	12.00	\$ 4,800.00
	Curb Ramp 1/4 w/ Cast Iron								
	Detachable Warning Plate	EA	30.00	250.00	\$ 7,500.00	700.00	\$ 21,000.00	120.00	\$ 3,600.00
					\$ 78,925.00		\$ 87,180.00		\$ 80,786.95

Davis Concrete

Kims Point

Average

Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Total Cost
3.00	\$ 840.00	5.00	\$ 1,400.00	3.82	\$ 1,089.60
2.00	\$ 560.00	5.00	\$ 1,400.00	2.62	\$ 733.60
38.00	\$ 1,800.00	30.00	\$ 1,500.00	38.60	\$ 1,930.00
3.85	\$ 39,500.00	4.50	\$ 45,000.00	4.13	\$ 41,280.00
4.00	\$ 1,600.00	4.50	\$ 1,800.00	4.51	\$ 1,803.20
16.00	\$ 760.00	10.00	\$ 600.00	11.10	\$ 555.00
8.00	\$ 3,200.00	4.00	\$ 1,600.00	4.90	\$ 1,960.00
1.25	\$ 13,000.00	1.00	\$ 10,400.00	1.00	\$ 10,400.00
300.00	\$ 1,500.00	200.00	\$ 1,000.00	178.80	\$ 888.98
18.00	\$ 7,200.00	12.00	\$ 4,800.00	15.50	\$ 6,200.00
180.00	\$ 5,400.00	50.00	\$ 1,500.00	280.00	\$ 7,800.00
	\$ 75,350.00		\$ 70,900.00		\$ 74,630.39



1. THIS AGREEMENT, made and concluded the _____ day of _____
Month and Year
between the Village of Hinsdale
acting by and through its President & Board of Trustees known as the party of the first part, and
D'Land Construction his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 11-00000-01-GM
in the Village of Hinsdale, approved by the Department of Transportation of the
State of Illinois May 3, 2011 Date, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The _____ of _____

Clerk By _____
(Seal) _____
Party of the First Part
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: Anna Harwood
Secretary

Partners doing business under the firm name of
D'Land Construction LLC

Party of the Second Part
(If an individual)

Party of the Second Part



Contract Bond

Route	Various
County	Cook/DuPage
Local Agency	Village of Hinsdale
Section	11-00000-01-GM

We, D'Land Construction, L.L.C. , 600 S. County Line Rd., #1N, Bensenville, IL 60106

a/an) ☐ Individual ☒ Co-partnership ☐ Corporation organized under the laws of the State of _____

as PRINCIPAL, and Employers Mutual Casualty Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Sixty Thousand Seven Hundred Ninety-Six and 95/100

_____ Dollars (\$60,796.95), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 26th day of May A.D. 2011

PRINCIPAL

D'LAND CONSTRUCTION, L.L.C.
(Company Name)

(Company Name)

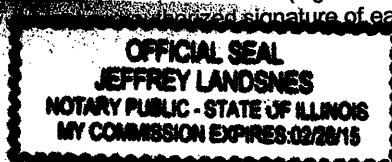
By: [Signature]
(Signature & Title)

By: _____
(Signature & Title)

Attest: [Signature]
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company signature of each contractor must be affixed.)



STATE OF ILLINOIS,
COUNTY OF COOK
I, Jeffrey Landsnes

, a Notary Public in and for said county, do hereby certify that

John DiFronzo
Anna Landsnes

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of May A.D. 2011

My commission expires 2/28/15 _____
Notary Public (SEAL)

SURETY

Employers Mutual Casualty Company
(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)

CHARLENE M. KELLEY
(SEAL)

STATE OF ILLINOIS,
COUNTY OF MCHENRY

I, ROBERT E. FORSYTHE, a Notary Public in and for said county, do hereby certify that

CHARLENE M. KELLEY

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26TH day of MAY

My commission expires 03/11/13

[Signature]
Notary Public



Approved this _____ day of _____, A.D. _____

Attest:

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 943075

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

DAVID L. WHITE, MARK S. COOPER, LINDA D. PALM, CHARLENE M. KELLEY, KEITH J. COSTELLO, NICK METROPOULOS, INDIVIDUALLY, MCHENRY, ILLINOIS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING FIVE MILLION DOLLARS (\$5,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

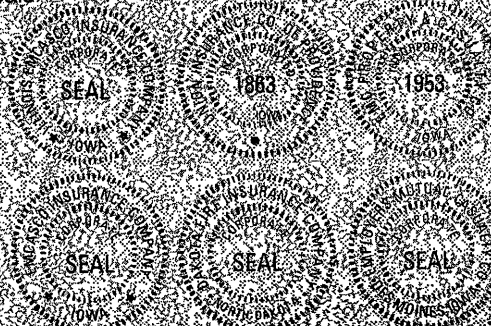
The authority hereby granted shall expire: **APRIL 1, 2014** unless sooner revoked.**AUTHORITY FOR POWER OF ATTORNEY**

This Power of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company, shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power of attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27TH day of JANUARY, 2011.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6, President
 of Company 1, Vice Chairman and
 CEO of Company 7

Michael Freil
 Michael Freil
 Assistant Secretary

On this 27TH day of JANUARY, AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me, to be the Chairman, President, Vice Chairman, and CEO, and/or Assistant Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 16, 2011

Cheryl Crownoover
 Cheryl Crownoover
 Notary Public in and for the State of Iowa

CERTIFICATE


I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on behalf of David L. White, Mark S. Cooper, Linda D. Palm, Charlene M. Kelley, Keith J. Costello, Nick Metropoulos are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of May, 2011.

David L. Hixenbaugh
 David L. Hixenbaugh
 Vice President

DATE: June 13, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development		
ITEM Engineering Services to Develop Bidding Documents and Construction Observation of the 2012 Road Resurfacing Program		APPROVAL Daniel M. Deeter Village Engineer		
<p>The Village is developing a 2012 Road Resurfacing program to include portions of Clay, Fourth, Monroe, Walnut, Quincy, Third Streets, and York Road. The resurfacing project will include replacement of ± 4300 feet of water main and lining ± 2700 feet of sanitary sewer.</p> <p>Three consultants were asked to provide proposals for the engineering services – Clark Dietz, Inc., HR Green, and J.J. Benes and Associates. Clark Dietz declined to submit a proposal “due to current commitments”. After reviewing the qualifications of the remaining two consultants (both of whom we have previously worked with) staff is recommending J.J. Benes and Associates to develop the bid documents and support the bidding process (also described as design engineering).</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 Engineering of the 2012 Road Resurfacing Project to J.J. Benes and Associates, Inc. in the amount not to exceed \$63,192.00.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On June 13, 2011, the EPS Committee unanimously moved to approve the above motion.				
BOARD ACTION:				



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

June 2, 2011

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

Re: 2012 Resurfacing Project

Dear Dan:

James J. Benes and Associates, Inc. appreciates the opportunity to submit this Proposal to provide design and construction engineering services for the Village's 2012 Resurfacing Project. We have provided similar services for over 40 years, and are proud of the lasting relationship we have maintained with our municipal clients. The following sections outline our understanding of the scope of improvement and the specific engineering services to be provided. The "Compensation" section and attached "Estimate of Manhours and Costs" present the estimated manhours and costs and not-to-exceed cost to complete the specified services. An initial Project Schedule is also attached.

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

UNDERSTANDING OF PROJECT

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

2" RESURFACING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Clay Street	Hinsdale Ave.	Fourth St.	876'
Fourth Street	Madison St.	Garfield Ave.	2550'
Clay Street	North St.	North End	680'
Monroe Street	North St.	Walnut St.	960'
Walnut Street	Bruner St.	Monroe St.	1070'
Quincy Street	North St.	Hickory St.	460'
Third Street	Garfield Ave.	County Line Rd.	2300'
Fourth Street	Garfield Ave.	County Line Rd.	2680'
York Road	Ogden Ave.	The Lane	1750'

Water Main Replacement

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Clay Street	Hinsdale Ave.	Fourth St.	1000'
Fourth Street	Madison St.	Garfield Ave.	2550'
Clay Street	North St.	North End	730'

Sanitary Sewer Lining/Repair

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>
Clay Street	Hinsdale Ave.	Fourth St.	876'
Clay Street	North St.	North End	730'
Monroe Street	North St.	Walnut St.	540'
Quincy Street	North St.	Hickory St.	530'

The improvements will be constructed during the 2012 construction season.

950 Warrenville Road, Suite 101
Lisle, Illinois 60532

Tel. (630) 719-7570
Fax (630) 719-7589

The improvements will be constructed during the 2012 construction season.

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

PROJECT APPROACH

The scopes of the services are based on the Request for Proposals (RFP) dated May 17, 2011.

Design engineering shall be in accordance with MFT guidelines and shall generally consist of Data Collection, Final Design and Document Preparation, and Coordination. The specific tasks associated with each of these phases are outlined below.

Construction engineering shall meet Village requirements.

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

DESIGN ENGINEERING SERVICES

A. Data Collection

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

B. Final Design and Document Preparation

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

C. Coordination

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

CONSTRUCTION ENGINEERING SERVICES

1. We will attend the pre-construction meeting with the Village and Contractor to review the project requirements, scheduling, sub-contractors, and other matters associated with the construction of the project. Electronic copies of the construction documents will be provided to the Village and contractor for use during construction of the improvement.
2. We will establish the limits of construction and will check the Contractor's layout of the construction lines and grade.
3. Construction observation services will be provided in accordance with Village guidelines.

The construction engineering services will not include:

- Assuming any of the responsibilities of the Contractor's superintendent or of Subcontractors.
- Expediting the work for the Contractor.
- Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.

4. Contractor payment requests will be reviewed and compared to as-built quantities and material certifications provided by the Contractor. Engineer's Partial Payment Estimates will be prepared on a monthly basis and submitted to the Village for payment to the Contractor.
5. Quality assurance testing and management will be provided for the concrete and hot mix asphalt construction. This work will be subcontracted.
6. Upon completion of the improvement, an Engineer's Final Payment Estimate will be prepared and submitted to the Village.

COMPENSATION

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

Design Engineering	\$63,192
Construction Engineering	<u>\$42,379</u>
Total Not-To-Exceed Cost	\$105,572

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

COMPLIANCE WITH RULES AND REGULATION

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

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


by: Gary L. Cottingham, P.E.
President

ESTIMATE OF MANHOURS AND COSTS

VILLAGE OF HINSDALE
2012 RESURFACING PROJECT

June 2, 2011

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	DIRECT PAY	TOTAL PAY COST	DIRECT COST	TOTAL COST
DESIGN ENGINEERING SERVICES										
A. Data Collection										
1. Kick Off Meeting	2	0	2	0	0	4	\$184	\$506	\$0	\$506
2. Field Survey	0	1	0	48	0	49	\$1,099	\$3,033	\$0	\$3,033
3. Field Reconnaissance	1	0	16	40	0	57	\$1,463	\$4,038	\$0	\$4,038
4. Utility Information	0	0	4	0	16	20	\$463	\$1,333	\$0	\$1,333
5. CDD Testing	0	0	0	0	0	0	\$0	\$0	\$5,900	\$5,900
6. Sanitary Sewer Video	3	0	4	0	0	7	\$308	\$650	\$4,850	\$5,700
FINAL DESIGN & DOC. PREPARATION										
1. Plan Sheets										
a. Title Sheet	0	0	1	0	0	5	\$121	\$333	\$0	\$333
b. General Notes	0	0	2	0	0	6	\$154	\$424	\$0	\$424
c. Summary of Quantities	1	0	32	0	32	65	\$1,811	\$4,998	\$0	\$4,998
d. Typical Sections	1	0	8	0	16	25	\$673	\$1,857	\$0	\$1,857
e. Traffic Control Plans	0	0	8	0	16	24	\$614	\$1,695	\$0	\$1,695
f. Resurfacing Plan Sheets	2	8	60	0	60	130	\$3,745	\$10,335	\$0	\$10,335
g. Water Main Plan & Profiles	4	0	60	0	60	124	\$3,521	\$9,718	\$0	\$9,718
h. Sewer Lining Plan Sheets	0	0	16	0	16	32	\$876	\$2,418	\$0	\$2,418
i. Construction Details	0	0	16	0	16	32	\$876	\$2,418	\$0	\$2,418
2. Estimate of Cost	1	0	8	0	0	9	\$321	\$886	\$0	\$886
3. Specifications	2	0	24	0	0	26	\$904	\$2,495	\$0	\$2,495
4. Bidding Documents	0	0	4	0	0	4	\$131	\$362	\$0	\$362
COORDINATION										
1. Village & IDOT BLR	4	0	16	0	0	20	\$760	\$2,098	\$150	\$2,248
2. IEPA Permit	1	0	8	0	0	9	\$321	\$886	\$0	\$886
3. Bidding	1	0	16	0	0	17	\$563	\$1,609	\$0	\$1,609
SUB TOTAL - DESIGN	23	9	305	88	240	665	\$18,947	\$52,292	\$10,900	\$63,192
CONSTRUCTION ENGINEERING SERVICES										
1. Pre-construction Meeting	3	0	3	0	0	6	\$275	\$760	\$0	\$760
2. Layout	0	0	16	16	0	32	\$876	\$2,418	\$0	\$2,418
3. Construction Observation	4	0	356	0	0	340	\$11,240	\$31,022	\$0	\$31,022
4. Payoffs	0	0	12	0	16	28	\$745	\$2,056	\$0	\$2,056
5. Quality Assurance	0	0	0	0	0	0	\$0	\$0	\$5,400	\$5,400
6. Final Documents	0	0	8	0	0	8	\$262	\$723	\$0	\$723
SUB TOTAL - CONSTRUCTION	7	0	375	16	16	414	\$13,938	\$36,979	\$5,400	\$42,379
TOTAL - DESIGN & CONSTRUCTION	30	9	680	104	256	1,079	\$32,845	\$89,272	\$16,300	\$105,572

PROJECT SCHEDULE
VILLAGE OF HINSDALE
2012 RESURFACING PROJECT

Months		2011						2012						
		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY
Data Collection	N O T I F I C A T I O N P R O C E E D	XXXXX												
Final Design			XXXXX	XXX										
Plan Preparation				XXXXX	XXX	XX								
Document Preparation					XX	XX								
Village Review					RR	RR								
IEPA Permitting							RRRR	RRRR						
Bidding							XX							
Construction (42 Working Days)											XXXXX	XXXXX	XXXX	

NOTIFICATION TO PROCEED - June 30, 2011



June 3, 2011

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

Re: 2012 Road Resurfacing Project, Hinsdale, Illinois

Dear Mr. Deeter,

As requested, we are pleased to submit the following proposal for engineering services in support of your 2012 Road Resurfacing Project.

If the attached Scope of Services finds your approval, please notify us and we will send you 4 copies of the proposal for you to sign and return to our firm for processing. We will then proceed with our services in a timely manner to meet your requirements.

Thank you for considering HR Green Inc. for your engineering needs. If you have any questions please call me at 815.462.9324 or on my direct line 815.320.7119.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Scott Creech'.

T. Scott Creech, P.E.
Site Manager – New Lenox Office

Enclosures

cc: M. Akram Chaudhry, P.E. – HR Green

\\HRGNLS\Data\87110181\Proposal\Corr\ltr-122810-cover_ltr.docx

HRGreen.com

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

Municipality Village of Hinsdale	LOCAL A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name HR Green, Inc.
Township				Address 323 Alana Drive
County DuPage/Cook				City New Lenox
Section				State Illinois

THIS AGREEMENT is made and entered into this _____ day of June, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various St. Improvements Route _____ Length 13,840' KM(2.62 Miles)(Structure No. _____)

Termini Various

Description

Improvements to various streets including HMA surface removal, patching, HMA Surface Course; water main construction; sanitary sewer rehabilitation; and Maintenance of Traffic. Streets include Clay St. from Hinsdale Ave. to Fourth St. & from North St. to northern termini; Fourth St. from Madison St. to Garfield St. & from Garfield St. to County Line Rd.; Monroe St. from North St. to Walnut St.; Walnut St. from Bruner St. to Monroe St.; Quincy St. from North St. to Hickory St.; Third St. from Garfield St. to County Line Rd.; York Rd. from Ogden Ave. to The Lane; & Second St. from Clay to Vine St.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☒ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☒ Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. ~~Establishment and setting of lines and grades.~~
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. ~~Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.~~
 - e. ~~Revision of contract drawings to reflect as-built conditions.~~
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1k, 2, 3, 5 and 6 in accordance with **ATTACHMENT A - \$100,570.00** one of the following methods indicated by a check mark:

- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 4k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer
Resident Engineer
Chief of Party
Instrument Man
Rodmen
Inspectors

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their

hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 159.00 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 159.0 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Hinsdale of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

(Seal)

By Daniel M. Deeter, P.E.

Title: Village Engineer

Executed by the ENGINEER:

HR Green, Inc.

323 Alana Drive

ATTEST:

New Lenox, IL 60451

By M. Akram Chaudhry
Akram Chaudhry, P.E.

Title: Principal

Scott Creech, P.E.

Title: Site Manager -New Lenox

Approved

Date

Department of Transportation

Regional Engineer

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

For

VILLAGE OF HINSDALE - 2012 RESURFACING PROJECT

**SURVEYING SERVICES, DESIGN/CONTRACT PLAN PREPARATION, AND
CONSTRUCTION OBSERVATION (FULL-TIME)**

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

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
(815) 462-9324
HR Green Project Number: 87110181

June 3, 2011

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

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated May 17, 2011 and 2012 Resurfacing RFP Addendum email received May 20, 2011.

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

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2012 Resurfacing Project, located in DuPage/Cook Counties, Illinois are detailed within this contract as referenced in paragraph 1.k of the BLR 05512 Preliminary/Construction Engineering Services Agreement for MFT Funds.

The 2012 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

A. Clay Street

- from Hinsdale Avenue to Fourth Street
Length \approx 876 feet
Work Scope: replace 4" water main with 8" water main (1000 ft), pavement patching; 2" HMA Mill and Resurface; San. Sewer Lining/Repair
Surveying Scope: Topographic Survey within the existing public right-of-way (1000 ft. for water main).
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

B. Fourth Street

- from Madison St. to Garfield St.
Length \approx 2550 feet
Work Scope: : replace 8" water main with 8" water main, pavement patching; 2" HMA Mill and Resurface; Abandon 4" water main (Madison to Grant)
Surveying Scope: Topographic Survey within the existing public right-of-way (2550 ft. for water main).
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

C. Clay Street

- from North Street to north termini
Length \approx 730 feet
Work Scope: replace 6" water main with 8" water main (730 ft), pavement

patching; 2" HMA Mill and Resurface; San. Sewer Lining/Repair
Surveying Scope: Topographic Survey within the existing public right-of-way (730 ft. for water main)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

D. Monroe Street

- from North Street to Walnut Street
Length \approx 960 feet
Work Scope: 2" HMA Mill and Resurface; San. Sewer Lining/Repair (540 ft.)
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

E. Walnut Street

- from Bruner Street to Monroe Street
Length \approx 1070 feet
Work Scope: 2" HMA Mill and Resurface
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

F. Quincy Street

- from North Street to Hickory Street
Length \approx 460 feet
Work Scope: 2" HMA Mill and Resurface; San. Sewer Lining/Repair (530 ft.)
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

G. Third Street

- from Garfield Street to County Line Road
Length \approx 2300 feet
Work Scope: 2" HMA Mill and Resurface
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

H. Fourth Street

- from Garfield Street to County Line Road
Length \approx 2680 feet
Work Scope: 2" HMA Mill and Resurface
Surveying Scope: N/A
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

I. York Road

- from Ogden Avenue to The Lane
Length \approx 1750 feet
Work Scope: 2" HMA Mill and Resurface

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

J. Second Street

- from Clay Street to Vine Street
Length \approx 340 feet
Work Scope: replace 4" water main with 8" water main, pavement patching; 2" HMA Mill and Resurface
Surveying Scope: Topographic Survey within the existing public right-of-way (340 ft. for water main)
Engineering Scope: Design & Bid/Construction Doc. Preparation
Construction Observation: Full-time Observation

1.2 Design Criteria/Assumptions

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

The construction contract for the 2012 Resurfacing Project is anticipated to commence Spring of 2012 and be completed by the Fall of 2012. The man-hours required for construction observation are included as Full-time observation of the project and it is anticipated that the contractor will complete the project by the contract specified deadline. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 **Scope of Services**

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

2.1 Topographic Survey

A. Right-of-Way

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

B. Topographic Survey

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

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

C. Topographic Survey Drawing

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

2.2 Roadway Design and Contract Plan Preparation

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

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

B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2012 Resurfacing Project. This contract is based on the following:

- i. The roadway improvements include approximately 13,670 feet of existing residential roads along the segments specified above in Section I – Project Understanding.
 - ii. Existing utility information shall be developed from the above ground facilities picked up by the topographic survey, painted utility locations, and information acquired from the utility owners (utility atlas). Video televising of sewers is included herein.
 - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced or replaced to full depth where trenching operations for water main are required. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns. Access to driveways shall be maintained during the course of construction.
 - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
 - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
 - vi. Geotechnical investigation is included within this contract by a sub-consultant of COMPANY. This work is anticipated to include nine (9) soil borings taken within the limits of the proposed water main construction as noted in previous section. The borings are anticipated to be required to a depth of five (5) feet and are for the purposes of determining suitable soils for storm sewer construction as proposed within the request for proposal. The soils boring information shall be compiled in an abbreviated soils report which shall summarize the approximate soil conditions and associated construction recommendations within the anticipated storm sewer construction corridor.
- C. Developing Sanitary Sewer and Water Main Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the utility improvements associated with the Village of Hinsdale 2011 Resurfacing Project. This contract is based on the following:
- i. Within Clay St. right-of-way from Hinsdale Ave. to Fourth St. approximately 1000 lineal feet of 4" water main shall be replaced with new 8" diameter water main. Similarly within Fourth St. right-of-way from Madison St. to Garfield St. approximately 2550 lineal feet of 8" water main shall be replaced with new 8" diameter water main. Also within Fourth St. right-of-way from Madison to Grant St. approximately 1200 lineal feet of existing 4" diameter water main shall be abandoned and services transferred to newly construction 8" diameter water main. Within Clay St. right-of-way from North St. to the northern termini, approximately 730 lineal feet of 6" water main shall be replaced with 8" diameter water main. Lastly, within Second St. right-of-way from Clay St. to Vine St. approximately 340 lineal feet of 4" water main shall be replaced with 8" diameter

- water main. Size and material of both the existing water main and the proposed replacement shall be confirmed by the CLIENT prior to design.
- ii. The special provisions and details for the water main installation shall be based on standard open cut methods in order to allow for disconnection and reconnection of the existing water service lines. Specifications and details for trenchless water main construction shall be included for select segments if it is determined by the COMPANY to be the most efficient method of construction due to project constraints.
 - iii. Approximately 876 lineal feet of sanitary sewer located within Clay St. right-of-way from Hinsdale Ave. to Fourth St. shall be lined with cured-in-place pipe lining construction materials and construction. Similarly, approximately 730 lineal feet of sanitary sewer located within Clay St. right-of-way from North St. to northern termini shall be lined with cured-in-place pipe lining construction materials and construction. Additionally, approximately 540 lineal feet of sanitary sewer located within Monroe St. right-of-way from North St. to Walnut St. shall be lined with cured-in-place pipe lining construction materials and construction. Lastly, approximately 530 lineal feet of sanitary sewer located within Quincy St. right-of-way from North St. to Hickory St. shall be lined with cured-in-place pipe lining construction materials and construction. COMPANY shall provide specifications and details for bidding and construction of proposed sewer lining improvements. Based on similar project experience, it is not anticipated that a permit from the IEPA will be necessary and therefore these services are not included herein.
 - iv. Location of the existing storm drain and sanitary service connections shall be coordinated with the CLIENT prior to design. Sub-consultant services have been included in this contract for video inspection prior to design.
 - v. Upon review of the field records and the TV Video documentation, it is expected that those connections which are unable to be deciphered as either storm or sanitary will require field dye testing by others for further verification. No services have been provided for dye testing, as it has been assumed that the CLIENT's maintenance crews are qualified to perform verifications as needed.
 - vi. COMPANY shall develop three (3) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the preliminary (60%), pre-final (90%) and final (100%) submittals.
 - vii. COMPANY shall prepare and submit the required water main construction permit applications and associated support calculations to the Illinois Environmental Protection Agency (IEPA).

D. Meetings, Coordination, and Administration

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

- Three (3) design related meetings with the CLIENT.
- One (1) meeting with Illinois Department of Transportation - BLR

This task also involves the management oversight of the project which will include the on-going review of the project design, schedule and budget, contract file

management, general coordination and correspondence between COMPANY, the CLIENT, the review agencies, and subcontractors.

2.3 Construction Observation

A. Project Startup

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

B. Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 40 working days to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

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

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

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

C. Meetings

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

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

- D. Administration/Coordination
This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.
- E. Project Close Out
COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Deliverables -

- A. Preliminary Bid/Construction Documents (60% completion).
B. Pre-Final Bid/Construction Documents (90% completion).
C. Final Bid/Construction Documents (100% completion).
D. Engineer's Opinion of Probable Construction Costs: Three (3) total, One (1) included with each of the above noted Bid/Construction Document submittals.
E. Estimate of Time: One (1) at final submittal
F. Breakdown of Lump Sum Pay Items: One (1) at final submittal

The projected Contract Plans are based on an estimated project length of 13,840 feet. Standard scale for drawings shall be 1 inch = 20 feet. The estimated plan sheets are as follows:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
Summary of Quantities	1
General Notes	1
<u>Typical Sections (Existing and Proposed):</u> Clay St (2), Fourth St.(2), Monroe St., Walnut St., Quincy St., Third St., York Rd, Second St.	2
Paving Schedule	1
Storm Sewer Schedule (included on plan sheets)	
<u>Water Main Plans – 20 Scale (600' per sheet):</u> Clay St. Water Main (1000' & 730') – four (4) sheets Fourth St. Water Main (2550') – five (5) sheets Second St. Water Main (340') – one (1) sheet	10
<u>Miscellaneous Details:</u> This item includes the incorporation of CLIENT and IDOT District 1 standard details, as well as any project specific details that may be required to help describe the proposed construction.	2
Estimated Total No. of Sheets	19

Anticipated Project Schedule-

- Design Notice to Proceed – August 1, 2011
- 60% Submittal to CLIENT– October 31, 2011
- Receipt of Comments – November 14, 2011
- 90% Submittal to IDOT/IEPA/CLIENT – December 19, 2011
- Receipt of Comments – January 13, 2012
- 100% Submittal to IDOT/CLIENT – January 27, 2012
- IEPA Division of Public Water Supplies Construction Permit – mid-February 2012
- Local Bid Opening – March 30, 2012
- Construction Contract Approval – early May, 2012
- Construction Start – June 1, 2012
- Construction Completion – August 30, 2012 (Est. 40 Working Days required)

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

4.0 Items not included in Agreement/Supplemental Services

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

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

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

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

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

5.0 Services by Others

COMPANY has included a budgetary amount for Geotechnical Engineering services to be provided by others under a sub-consultant agreement within this contract/proposal. Geotechnical Services included are nine (9) borings at 5' depth as associated with the project water main improvements in various locations and shall include testing for BTEX, PNA, and SPLP metals.

COMPANY has included a budgetary amount for Televising of Sanitary Sewer to be provided by others under a sub-consultant agreement within this contract/proposal. Televising Services included are for a total of 2,676 feet of sewer to be lined/repared in various locations as specified in Section 1.0 Project Understanding.

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

6.0 Client Responsibilities

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

- A. Planning concepts;
- B. Construction schedule expectations;
- C. Existing sewer information;
- D. Existing utility mapping and atlases;
- E. Existing right of way information;
- F. Available soils data;
- G. Existing pavement composition and thickness;
- H. Available/applicable studies by others;
- I. CLIENT design guidelines;
- J. CLIENT Code of Ordinances, including Standards and Details for water and sewer main construction;
- K. The CLIENT shall field locate and identify the existing water mains, sanitary sewers, and service line connections along the alignment of the proposed improvements prior to COMPANY performing the Topographic Survey;
- L. The CLIENT shall provide and available record drawings of the existing water and sewer infrastructure along the alignment of the proposed improvements;
- M. The CLIENT shall perform field dye testing of service connections to existing sewer line, of select service connections, that are unable to be identified as sanitary or storm sewer based on review of the video TV inspection;
- N. CLIENT historical maintenance records for the sections of water main and sanitary sewer to be improved;
- O. Copies of any inflow/infiltration (I/I) study documentation identifying known cross connections between storm and sanitary sewer along the alignment of the proposed improvements;
- P. Review of Preliminary of Bid/Construction Documents (60% completion); and
- Q. Review of Pre-Final of Bid/Construction Documents (90% completion).

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Work

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$ 100,570.00.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey	94	\$ 9,150.00	\$ 150.00	
2.2 Roadway Design and Contract Plan Preparation				
Roadway Design and Contract Plan Preparation	320	\$ 34,170.00	\$ 620.00	
Video Television: Sub-Consultant budgetary #)	n/a			\$4,685.00
Geotechnical Engineering (Sub-consultant budgetary #)	n/a			\$5,000.00
Meetings, Coord., & Admin.	54	\$ 6,585.00	\$ 300.00	
Quality Assurance/Quality Control	12	\$ 1,790.00		
2.3 Construction Observation				

Field Observation (2)	304	\$ 30,400.00	\$ 1,020.00	
Administrative/Documentation	20	\$ 2,250.00		
Meetings/Coordination	13	\$ 1,450.00		
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 3,000.00
Subtotals:	816	\$ 85,795.00	\$ 2,090.00	\$ 12,685.00
Contract Total:			\$ 100,570.00	

(1) Direct Costs Detail:

Includes Postage, Mileage for meetings/Field Visits, Plotting Costs

Mileage: Six (6) trips for Survey 50 miles/round trip x \$0.51/mile = \$ 150.00

Printing: Detail breakdown provided upon request = \$ 620.00

Postage: = \$ 200.00

Mileage: Four (4) trips to CLIENT/Site (50 Miles)& Agencies 50 miles/round trip x \$0.51/mile = \$ 100.00

Mileage: Forty (40) trips to Site (50 Miles/round trip x \$0.51/mile) = \$ 1020.00

\$ 2,090.00

(2) Construction Observation Services are based on estimated 40 working days for construction.

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Work

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

8.4 Suspension of Services

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

a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

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

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

8.5 Book of Account

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

8.6 Insurance

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an

independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

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

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

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

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional

geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Construction Observation

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

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

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

Sincerely,

HR Green, Inc.



T. Scott Creech, P.E.
Site Manager –New Lenox Office

Approved by: M. Akram Chaudhry

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

Title: Associate Date: 6/3/11

VILLAGE OF HINSDALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

DATE: June 21, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-08-2011 - Applicant: Parent Petroleum - Location: 149 E. Ogden: Design Review Permit for Exterior Improvements and a Special Use for a Carryout Facility	APPROVAL
<p>The applicant, Parent Petroleum, is requesting design review approval and a special use permit for carryout, to allow for the construction and operation of a 700 square foot Quick Serve Restaurant (QSR) as well as additional site improvements to the gas station and mini-mart at 149 E. Ogden Road, which is located in the B-3 General Business District. The building is located on the corner of York Road, and Ogden Road, and is located within the “Historic Graue Mill Gateway” Design Overlay District, which, in addition to the special use request, requires a public hearing for any exterior alteration to the property. Article VIII of the Zoning Code provides information regarding the purpose of the district and Section 11-605 provides additional information for procedures and review criteria.</p> <p><u>ZONING HISTORY/CHARACTER OF AREA</u></p> <p>The site is located in the B-3, General Business District and improved with a gas station and convenient store. The property to the east is zoned O-3, General Office District. To the north is O-2, Limited Office District. To the west are properties zoned O-2, Limited Office, while the south is B-3, General Business District.</p> <p><u>GENERAL STAFF COMMENTS</u></p> <p><u>Special Use Permit for a Carryout Facility</u></p> <p>Currently the Zoning Code regulates carryout eating places as Special Uses in the B-3 District. The eating place independently is a permitted use however the carryout component would require a special use.</p> <p><u>Exterior Appearance/Site Plan Review</u></p> <p>As illustrated in the attached drawings, the petitioner proposes to construct the addition to the west of the existing convenient store to house a new America’s Dog, QSR. Besides the addition, the scope of substantial site changes would include the addition of three new parking spaces (no longer proposed), updating the existing monument sign, two new wall signs and wrapping the existing canopy poles with decorative brick. It should be noted that the Plan Commission renders the final decision regarding signage and no further action is required for those items. In addition, the applicant is also proposing to install new lighting under the canopy that is more energy efficient and produces less spillover.</p> <p><u>Parking</u></p> <p>The applicant was originally proposing to add three additional parking spaces to the west of the addition however the Plan Commission recommended that the applicant eliminate those spots to preserve open space and alleviate concerns regarding traffic safety. The proposed parking spaces would have been immediately adjacent to the outdoor seating however the Commission found it appropriate to eliminate them to reduce the impact of traffic and improve safety around the outdoor seating area since the spaces weren’t required. With the removal of the parking spaces, the applicant expressed concerns and requested to maintain at least the drive aisle for the garbage truck to access the dumpster enclosure at the rear of the property. The Commission agreed and gave the applicant the option to do either. As illustrated in the attached site plan, the applicant has opted to preserve the open space and eliminate the drive aisle. The applicant will still be required to obtain a variation from the requirement to provide a loading space as the site has never had one and does not support a suitable location that would meet the requirements of the zoning code.</p>	

At the May 11, 2011 Plan Commission meeting the commission reviewed the application submitted by Parent Petroleum and unanimously recommended approval (7-0, 2 absent) of the request for a Special Use Permit for a carryout facility and Design Review Permit Approval for the construction of a Quick Serve Restaurant , subject to the following modifications:

1. The applicant shall remove the three parking spaces proposed for the west side of the parking lot.
2. A loading space shall be provided on the west side of the parking lot, if necessary.
3. A decorative and protective barrier shall be provided, separating the outdoor seating from the parking lot.
4. The proposed modifications to the existing sign shall include the removal of the identification for "diesel" and "beer and wine" being for sale and shall not exceed the existing height of the current sign.



Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits;
2. Subsection 11-604F pertaining to Standards for site plan disapproval; and
3. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the findings and recommendation from the Plan Commission and the ordinance.

MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit for a Carryout Eating Facility, A Design Review Permit for the Construction of a Quick Serve Restaurant and the Site Plan and Exterior Appearance Plan for the Property Located at 149 E. Ogden Avenue."

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On May 23, 2011, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

**RE: Case A-08-2011 - Applicant: Parent Petroleum - Location: 149 E. Ogden:
Design Review Permit for Exterior Improvements and a Special Use for a
Carryout Facility**

DATE OF PLAN COMMISSION REVIEW: May 11, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: May 23, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Parent Petroleum submitted an application to the Village of Hinsdale for design review approval and a special use permit for carryout, to allow for the construction and operation of a 700 square foot Quick Serve Restaurant (QSR) as well as additional site improvements to the gas station and mini-mart for the property located at 149 E. Ogden Road (the "Application").
2. The property is located within the B-3 General Business District and improved with a gas station and mini-mart.
3. The applicant is proposing to construct the addition to the west of the existing convenient store to house a new America's Dog, QSR. Besides the addition, the scope of substantial site changes included the addition of three new parking spaces, updating the existing monument sign, two new wall signs and wrapping the existing canopy poles with decorative brick. In addition, the applicant is also proposing to install new lighting under the canopy that is more energy efficient and produces less spillover.
4. The Plan Commission expressed concerns with traffic safety around the three newly proposed parking spaces as they related to the outdoor seating, as well as the desire to maintain as much open space as possible. As such, they recommended the removal of the three spots and the installation of a decorative and protective barrier between the existing parking and the proposed outdoor seating area.
5. The applicant expressed concerns and requested to maintain at least the drive aisle for the garbage truck to access the dumpster enclosure at the rear of the property
6. The Plan Commission indicated that while they preferred to see the open space, they would afford him the flexibility of leaving the drive aisle if necessary.
7. The Plan Commission expressed general concerns with the monument sign, but most Commissioner's were generally satisfied with the proposed improvements after the confirmation that the words "diesel" and "beer and wine" would be removed and that the new sign would not project any higher than the existing.

8. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to Standards for site plan disapproval, Subsection 11-605E Standards and considerations for design review permit and Section 11-606 of the Zoning Code governing exterior appearance review.

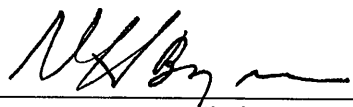
II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 7 "Ayes," 0 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for Design Review Permit for Exterior Improvements at 149 E. Ogden Avenue, subject to the following conditions:

- The applicant shall remove the three parking spaces proposed for the west side of the parking lot.
- A loading space shall be provided on the west side of the parking lot, if necessary.
- A decorative and protective barrier shall be provided, separating the outdoor seating from the parking lot.
- The proposed modifications to the existing sign shall include the removal of the identification for "diesel" and "beer and wine" being for sale and shall not exceed the existing height of the current sign.

The Village of Hinsdale Plan Commission, by a vote of 7 "Ayes," 0 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use Permit for a carryout facility for the property located at 149 E. Ogden Avenue.

THE HINSDALE PLAN COMMISSION



Chairman

By:

Dated this 9th day of June, 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
CARRYOUT EATING FACILITY, A DESIGN REVIEW PERMIT FOR THE
CONSTRUCTION OF A QUICK SERVE RESTAURANT AND SITE PLAN
AND EXTERIOR APPEARANCE PLAN FOR THE
PROPERTY LOCATED AT 149 EAST OGDEN AVENUE
(Plan Commission Case No. A-08-2011)**

WHEREAS, Parent Petroleum (the "Petitioner") is the legal title owner of the parcels of property generally located at 149 East Ogden Avenue (the "Subject Property"), which Subject Property is legally described in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the Subject Property is located in the B-3, General Business District and improved with a gas station and mini-mart; and

WHEREAS, the Petitioner has applied for a special use permit in the B-3 General Business District to operate a carryout eating facility at the Subject Property, as well as additional site improvements to the gas station and mini-mart (the "Application"); and

WHEREAS, the Petitioner has applied for site plan and exterior appearance plan approval for the carryout eating facility and the additional site improvements; and

WHEREAS, the Petitioner has also applied for a design review permit to allow construction of a Quick Serve Restaurant due to the Subject Property being located in the "Historic Graue Mill Gateway" Design Overlay District; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the Application on May 11, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on April 21, 2011, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-08-2011; and

WHEREAS, the Hinsdale Plan Commission, at a regular meeting on June 8, 2011, approved its Findings and Recommendations for Plan Commission Case No. A-08-2011; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans and Section 11-605 governing design review permits, subject to the conditions set forth in this Ordinance.

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

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

Section 2. Approval of a Special Use Permit for a Carryout Eating Facility. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 5-105 and 11-602 of the Hinsdale Zoning Code, approves a special use permit for a carryout eating facility the in the B-3 General Business District for the Subject Property. The approval granted in this Section 2 is subject to the conditions set forth in Section 6 of this Ordinance.

Section 3. Approval of a Design Review Permit. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 8-105 and 11-605 of the Hinsdale Zoning Code, approves a design review permit for the Subject Property to allow construction of a Quick Serve Restaurant in the "Historic Graue Mill Gateway" Design Overlay District. The approval granted in this Section 3 is subject to the conditions set forth in Section 6 of this Ordinance.

Section 4. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "Approved Site Plan"), subject to the conditions set forth in Section 6 of this Ordinance, and subject to the Zoning Board of Appeals granting a variation from the requirement that the Petitioner provide a loading space for the Subject Property.

Section 5. Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior

appearance plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 6 of this Ordinance.

Section 6. Conditions on Approvals. The approvals granted in Sections 2 through 5 of this Ordinance are granted expressly subject to all of the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Engineering Plans. Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall submit to the Village Engineer detailed final engineering plans (the "Engineering Plans"). After approval by the Village Engineer, the Engineering Plans shall, automatically and without further action by the Village, be deemed to be incorporated in and made a part of the Approved Site Plan.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

D. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.

E. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

F. Removal of Parking Spaces. The Petitioner shall remove the three parking spaces proposed for the west side of the parking lot as set forth in the attached Approved Site Plan.

G. Decorative Barrier. A decorative and protective barrier shall be provided, separating the outdoor seating from the parking lot.

H. Modifications to Existing Sign. The proposed modifications to the existing sign shall include the removal of the identification of "diesel" and "beer and wine" being for sale and shall not exceed the existing height of the current sign.

Section 7. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 8. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE PETITIONER TO THE
CONDITIONS OF THIS ORDINANCE:**

Date: _____, 2011

By:

Its:

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 10 AND 11 (EXCEPT THE SOUTHWESTERLY 1/3 OF SAID LOT 11) ALL IN BLOCK 2, IN THE TOWN OF FULLERSBURG IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1852 AS DOCUMENT NO. 6172 AND RE-RECORDED APRIL 9, 1929 AS DOCUMENT NO. 277264, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: (THE EASTERLY LINE OF THE AFORESAID LOTS 9 AND 10 IS CONSIDERED AS BEARING NORTH 28-30"-00" WEST) COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID LOT 10, DISTANCE 12.00 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF (SAID POINT BEING THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED DATED JANUARY 3, 1979 AND RECORDED JUNE 20, 1979 AS DOCUMENT NO. R79-51990); THENCE CONTINUING NORTH 28-30-00" W. ALONG THE EASTERLY LINES OF SAID LOTS 10 AND 9, (SAID LINE BEING ALSO THE WESTERLY LINE OF YORK ROAD), FOR DISTANCE OF 166.99 FEET TO A POINT; THENCE S.56.00'-10"W., ALONG A LINE, FOR A DISTANCE OF 221.74 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHWESTERLY 1/3 OF SAID LOT 11 THAT IS 182.2 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE AFORESAID LOT 11 (BEING THE NORTHERLY LINE OF OGDEN AVENUE): THENCE S.34-50'-10"E. ALONG THE AFORESAID EASTERLY LINE OF THE SOUTHWESTERLY 1/3 OF LOT 11 A DISTANCE OF 182.2 FEET TO A POINT IN THE NORTHERLY LINE OF THE AFORESAID OGDEN AVENUE; THENCE 54-52'-00"E. ALONG THE SOUTHERLY LINE OF THE AFORESAID LOTS 10 AND 11 (BEING THE NORTHERLY LINE OF THE AFORESAID OGDEN AVENUE), FOR A DISTANCE OF 189.96 FEET TO A POINT DISTANT 12.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE N. 13-11'-0" E. ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR A DISTANCE OF 17.92 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.



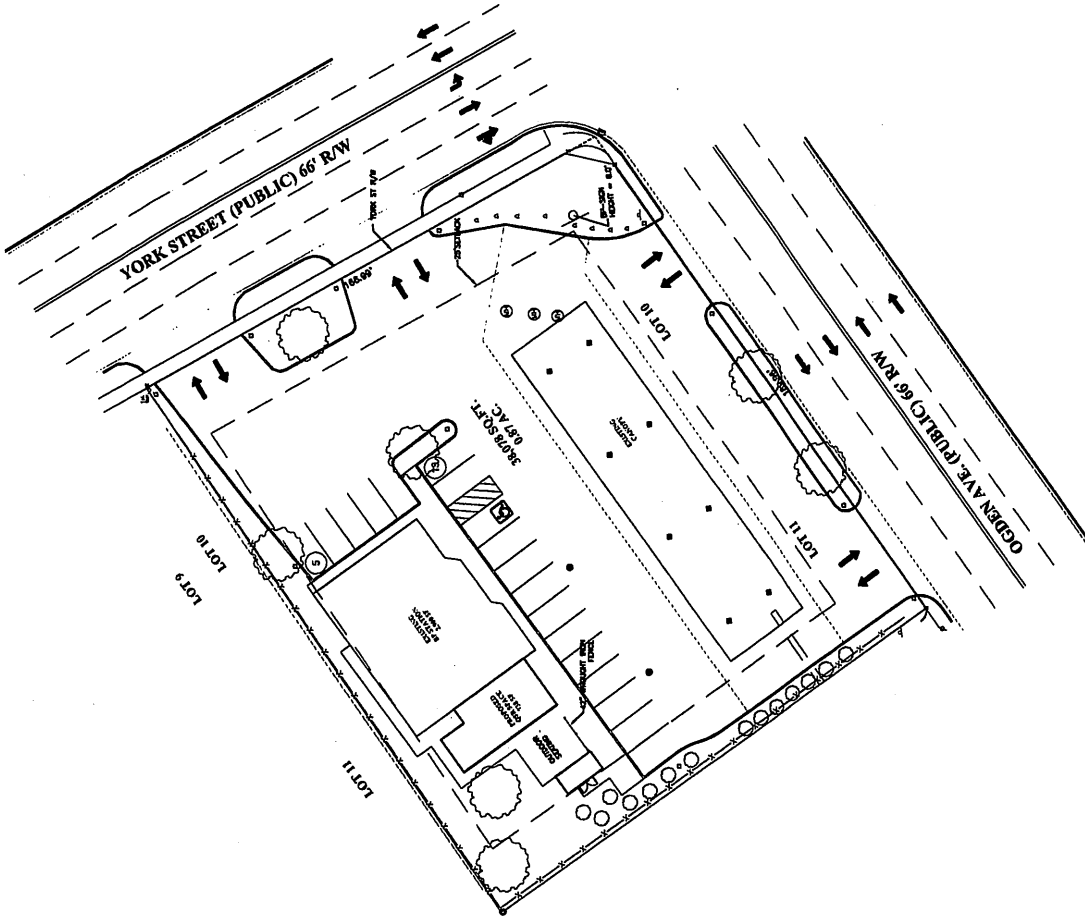
GLEASON
ARCHITECTS, P.C.

768 Highland Drive, Unit A
Naperville, Illinois 60563
Phone: 630-465-8760
E-mail: info@gleasonarchitects.com

NOTES: 1. SEE ALL NOTES ON ALL SHEETS.
2. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS.
3. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONSULTANTS.
4. THE DESIGNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONSULTANTS.

ISSUED	DATE
FOR APPROVAL	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
2	
3	



SITE PLAN

PROJECT: Hindsdale BP
149 East Ogden Avenue
Hindsdale, IL
CLIENT: Parent Petroleum
381 East St. Charles
Carol Stream, Illinois

JOB NO. 10005
DATE 10/20/04
FILE 10005
PLOT SCALE: 1"=40'

OWNER APPROVAL

DATE

SHEET TITLE
LANDSCAPING

SHEET NUMBER
A0.1



GLEASON
ARCHITECTS, P.C.

149 East Ogden Avenue
Hinsdale, IL 60521
Phone: 630.329.1111
Fax: 630.329.1112
www.gleasonarchitects.com

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Phone: 630.329.1111
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DATE	REVISION
12/15/11	1
12/15/11	2
12/15/11	3

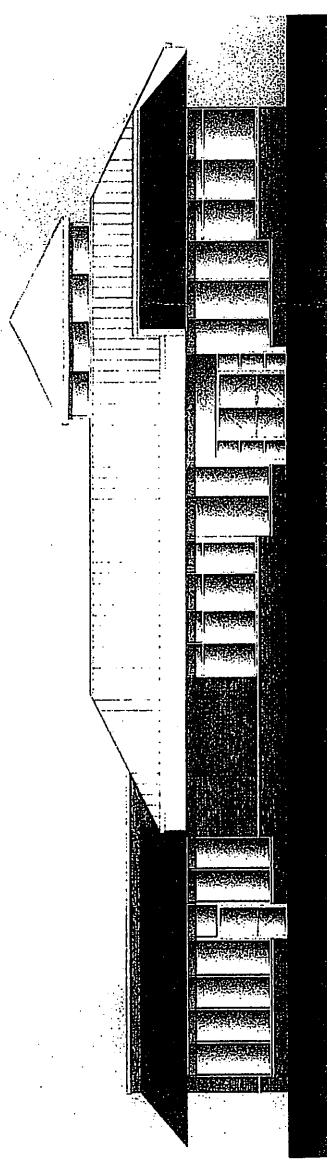
DATE

REVISION

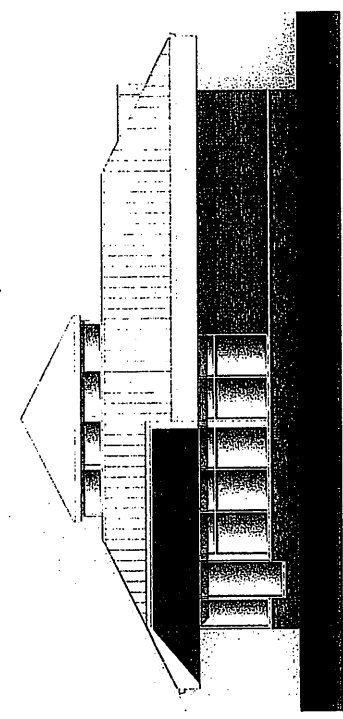
1

2

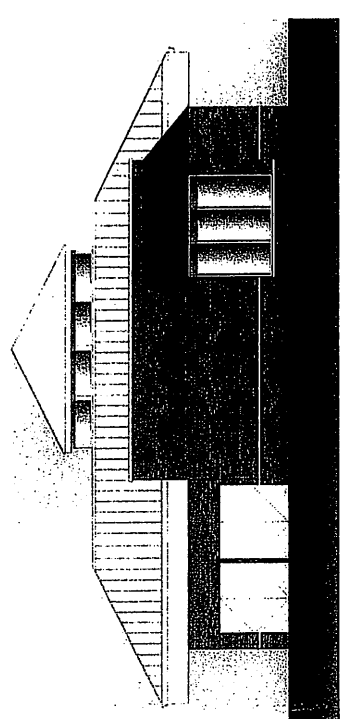
3



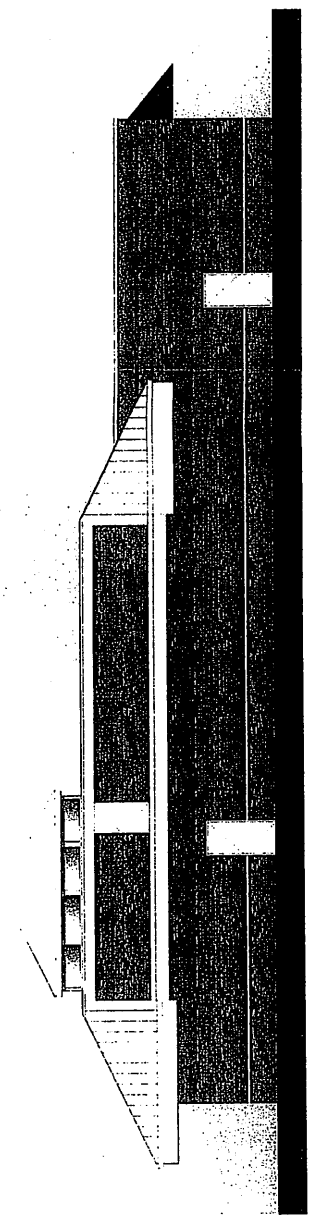
South Elevation
SCALE: 3/8"=1'-0"



East Elevation
SCALE: 3/8"=1'-0"



West Elevation
SCALE: 3/8"=1'-0"




North Elevation
SCALE: 3/8"=1'-0"

PROJECT
Hinsdale BP
149 East Ogden Avenue
Hinsdale, IL
Client
Preston Petroleum
381 East St. Charles
Carol Stream, Illinois

DESIGNED BY
GLEASON ARCHITECTS, P.C.
149 East Ogden Avenue
Hinsdale, IL 60521
Phone: 630.329.1111
Fax: 630.329.1112
www.gleasonarchitects.com

SHEET TITLE
Elevations

SHEET NUMBER
A-1.0A


AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois Assistant Village Manager/Director of Finance
<p>At the meeting of June 21, 2011 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of June 04, 2011 through June 13, 2011 in the aggregate amount of \$932,204.38 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
			
COMMITTEE ACTION:			
BOARD ACTION:			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1504

FOR PERIOD June 04, 2011 through June 13, 2011

The attached Warrant Summary by Fund and Warrant Register listing **TOTAL DISBURSEMENTS FOR ALL FUNDS of \$932,204.38** has been reviewed and approved by the below named officials.

APPROVED BY  DATE 6/17/11
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 6/16/11
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1504
Summary By Fund

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	375,588.00	-	-	375,588.00
Capital Project Fund	45300	15,980.78	-	-	15,980.78
Water & Sewer Operations	61061	197,313.28	-	-	197,313.28
Water & Sewer Capital	61062	15,021.40	-	-	15,021.40
Firefighter's Pension	61063	-	78,083.70	-	78,083.70
Escrow Funds	72100	43,210.00	-	-	43,210.00
Payroll Revolving Fund	79000	8,920.79	-	198,086.43	207,007.22
Total		656,034.25	78,083.70	198,086.43	932,204.38

HINSDALE FIREFIGHTERS PENSION #7176**1504**

CHECK DATE	PAYEE	CHECK NUMBER	CHECK AMOUNT
6/15/2011	KENNETH KASPAR	109386	2,334.38
6/15/2011	LLOYD H. HEINEMANN	109387	3,265.77
6/15/2011	CALVIN JOHNSON	109388	2,690.11
6/15/2011	JOHN P. WARGEN	109389	2,371.54
6/15/2011	JOHN L. MILLER	109390	2,461.33
6/15/2011	ROBERT L. EVANS	109391	4,205.97
6/15/2011	GEORGE C. KERINS	109392	2,171.00
6/15/2011	RAY HENSHAW	109393	2,781.35
6/15/2011	STANLEY BULAT	109394	5,748.36
6/15/2011	WILLIAM P. EBY	109395	3,463.31
6/15/2011	PATRICK F. HEINEMANN	109396	2,172.79
6/15/2011	MARILYN MUSCH	109397	2,672.62
6/15/2011	JOHN MEJDRECH	109398	4,238.77
6/15/2011	MICHAEL E. SPIEL	109399	2,117.66
6/15/2011	RICHARD BOCEK	109400	1,327.01
6/15/2011	SCOTT MILLER	109401	3,775.23
6/15/2011	RICHARD CIRCO	109402	2,857.23
6/15/2011	PATRICK KENNY	109403	5,271.12
6/15/2011	THOMAS SENER	109404	3,538.88
6/15/2011	CHERYL JOHNSON	109405	8,816.67
6/15/2011	THOMAS McCARTHY III	109406	6,288.73
6/15/2011	JOAN KASPER	109407	3,513.87
TOTAL FIREFIGHTER'S PENSION CHECKS			<u>78,083.70</u>

WARRANT REGISTER # 1504 6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE			
59439 AFLAC OTHER	0610110000000000	264.33	
59440 ALFAC OTHER	0610110000000000	314.97	
59441 AFLAC SLAC	0610110000000000	204.90	
	CHECK NO. 86660		784.20
CLASS ACT			
59447 LUNCH ON THE LAWN	23941	476.00	
	CHECK NO. 86661		476.00
COLONIAL LIFE PROCESSING			
59431 COLONIAL OTHER	0610110000000000	27.63	
59432 COLONIAL S L A C	0610110000000000	54.33	
	CHECK NO. 86662		81.96
ILLINOIS FRATERNAL ORDER			
59434 UNION DUES	0610110000000000	731.00	
	CHECK NO. 86663		731.00
LSNB AS TRUSTEE FOR POST			
59442 PEHP REGULAR	0610110000000000	2216.62	
59443 PEHPPD	0610110000000000	571.02	
	CHECK NO. 86664		2787.64
NATIONWIDE RETIREMENT SOL			
59435 USCM/PEBSO	0610110000000000	1680.00	
	CHECK NO. 86665		1680.00
NCPERS GRP LIFE INS 3105			
59433 LIFE INS	0610110000000000	240.00	
	CHECK NO. 86666		240.00
STATE DISBURSEMENT UNIT			
59444 CHILD SUPPORT	0610110000000000	1411.38	
	CHECK NO. 86667		1411.38
STATE DISBURSEMENT UNIT			
59445 CHILD SUPPORT	0610110000000000	313.21	
	CHECK NO. 86668		313.21
STATE DISBURSEMENT UNIT			
59446 CHILD SUPPORT	0610110000000000	80.00	
	CHECK NO. 86669		80.00
TWIN SUPPLIES			
59448 LIGHTING UPGRADE	2988/3059/2989	28019.61	
	CHECK NO. 86670		28019.61

WARRANT REGISTER

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
VILLAGE OF HINSDALE			
59436 MEDICAL REIMBURSEMENT	0610110000000000	190.00	
59437 MEDICAL REIMBURSEMENT	0610110000000000	521.42	
59438 DEP CARE REIMB.F/P	0610110000000000	99.98	
	CHECK NO. 86671		811.40
104TH ILL VOLUNTEER			
59496 PARADE	500-07/11	500.00	
	CHECK NO. 86672		500.00
10TH REG ILL VOL INFANTRY			
59505 PARADE	300-07/11	300.00	
	CHECK NO. 86673		300.00
ADS, AYMAN			
59571 CLASS REFUND	98791	330.00	
	CHECK NO. 86674		330.00
AIR ONE EQUIPMENT			
59493 MAINTENANCE	74008	135.00	
	CHECK NO. 86675		135.00
ALCALA, BRIAN			
59576 CLASS REFUND	98794	165.00	
	CHECK NO. 86676		165.00
AMERICAN MESSAGING			
59421 PAGERS	U1153710LF	349.28	
	CHECK NO. 86677		349.28
AMERICAN TAXI DISPATCH			
59427 SR TAXI COUPONS	1477	60.00	
	CHECK NO. 86678		60.00
ANCEL, GLINK, DIAMOND,			
59545 PENSION LEVY	25389	50.00	
	CHECK NO. 86679		50.00
ANDRES MEDICAL BILLING LT			
59597 MAY CHARGES	28347	2969.16	
	CHECK NO. 86680		2969.16
AQUA PURE ENTERPRISES			
59462 PUMPS	73340/73317	885.83	
59463 TEST KIT	73339	96.19	
	CHECK NO. 86681		982.02

WARRANT REGISTER

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ATLAS BOBCAT INC			
59589 ASPHALT TEETH	48830	120.31	
	CHECK NO. 86682		120.31
AWARD EMBLEM MFG CO INC			
59490 PLAQUE	366383	108.85	
	CHECK NO. 86683		108.85
BALSTER MAGIC PRODUCTIONS			
59504 PARADE	375-07/11	375.00	
	CHECK NO. 86684		375.00
BANNERVILLE USA			
59494 BANNERS	13377	234.00	
	CHECK NO. 86685		234.00
BASIC CHEMICAL SOLUTIONS			
59458 POOL CHEMICALS	S15879013	1377.76	
	CHECK NO. 86686		1377.76
BATTERY SERVICE CORP			
59510 BATTERY	210791	279.95	
	CHECK NO. 86687		279.95
BEACON SSI INCORPORATED			
59594 LINE LEAK DETECTION	67040	400.00	
	CHECK NO. 86688		400.00
BLANCK, GREG			
59573 CLASS REFUND	98800	185.00	
	CHECK NO. 86689		185.00
BLANKENBURG, ANDY			
59570 CLASS REFUND	98786	135.00	
	CHECK NO. 86690		135.00
BONO CSR KATHLEEN W.			
59598 PUBLIC HEARING-5446	V-3-11	364.00	
	CHECK NO. 86691		364.00
BRODIE, SUSAN			
59519 KLM REFUND	EN110514/19446	500.00	
	CHECK NO. 86692		500.00
BRUBAKER, AARON			
59581 CONT BD/529 N GRANT	17578	1000.00	
	CHECK NO. 86693		1000.00

WARRANT REGISTER #

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
BUTTLER, KEVIN			
59529 CLASS REFUND	98230	320.00	
	CHECK NO. 86694		320.00
BUTTREY RENTAL SERVICE IN			
59412 RENTAL	129489	135.00	
	CHECK NO. 86695		135.00
CASE LOTS INC			
59376 POOL	032432	125.80	
59381 PAPER GOODS	032333/338	822.55	
59508 TOWELS	032484/5	199.50	
59535 PAPER GOODS	032566	219.50	
	CHECK NO. 86696		1367.35
CATCHING FLUID POWER			
-----VOID-----VOID-----			
	CHECK NO. 86697		
CDW-GOVERNMENT INC.			
59487 MONITOR	XNW3992	127.71	
59488 MONITOR	XNP6119	127.71	
59489 MONITOR	XNP6143	127.71	
	CHECK NO. 86698		383.13
CEDAR PATH NURSERIES			
59465 TREES	4621	3654.00	
	CHECK NO. 86699		3654.00
CHASE			
59601 FIRE TRUCK LOAN	450781578001-07	107676.86	
	CHECK NO. 86700		107676.86
CHICAGO INTERNATIONAL			
59593 1015 REPAIRS	1000669	2189.14	
	CHECK NO. 86701		2189.14
CHUPP DARRYN			
59430 4TH OF JULY PARADE	58703	100.00	
	CHECK NO. 86702		100.00
CINTAS			
59415 RUGS TOWELS ETC	769617553	160.31	
59495 RUGS TOWELS ETC	769621055	230.81	
	CHECK NO. 86703		391.12
CLARK DIETZ ENGINEERS			

WARRANT REGISTER

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CLARK DIETZ ENGINEERS			
59469 VEECK PARK	408403	1320.80	
59470 CHESTNUT STREET	408567	13700.60	
59592 OAK STREET BRIDGE	6	15980.78	
	CHECK NO. 86704		31002.18
CLARKE ENVIRONMENTAL			
59420 MOSQ ABATEMENT	6335080	13874.00	
	CHECK NO. 86705		13874.00
CLASS ACT			
59424 LUNCH ON THE LAWN	23942	796.00	
	CHECK NO. 86706		796.00
CLASSIC LANDSCAPE LTD			
59548 MAY LANDSCAPE	71961	13238.00	
	CHECK NO. 86707		13238.00
COMCAST			
59429 POOL	0037136-06/11	125.00	
59474 FD/PD CABLE	0036781-06/11	160.00	
59475 VILLAGE HALL	0036757-06/11	160.00	
59476 KLM LODGE	0036807-06/11	95.00	
59477 WP/PW CABLE	0036815-06/11	99.95	
59578 PD.FD TV'S	0009242-06/11	69.17	
	CHECK NO. 86708		709.12
COMED			
59478 314 SYMONDS	1653148069-05/11	37.94	
59479 WASHINGTON PK LOT	2838114008-05/11	41.88	
59480 314 SYMONDS	0417073048-05/11	254.64	
59481 ELEANOR PARK	0075151076-05/11	262.95	
59482 SALT CREEK	1917116003-05/11	26.27	
59483 WATER TOWER	0015093062-05/11	204.76	
59484 21 SPINNING WHEEL	113110104-05/11	449.23	
	CHECK NO. 86709		1277.67
COMMERCIAL COFFEE SERVICE			
59561 COFFEE	107521	69.00	
	CHECK NO. 86710		69.00
CONNELLY, NOREEN			
59397 REIMBUREMENT TOW	500-05/11	500.00	
	CHECK NO. 86711		500.00
CONNELLY, NOREEN			
59527 TOW REIMBURSEMENT	22000-06/11	220.00	

WARRANT REGISTER

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CONNELLY, NOREEN	CHECK NO. 86712		220.00
CONNEY SAFETY			
59526 BANDAGE	03927158	57.00	
	CHECK NO. 86713		57.00
COURTYARD CUSTOM BLDRS			
59580 SITE MNGE/738 S ADAMS	19597	3000.00	
	CHECK NO. 86714		3000.00
DANMAR			
59374 POOL CLEANING	18031	749.00	
	CHECK NO. 86715		749.00
DESANTIS, LAURA			
59515 KLM REFUND	EN110522/19785	500.00	
	CHECK NO. 86716		500.00
DESIGN PERSPECTIVES			
59422 KLM BID ASST	10133T-4	2350.00	
	CHECK NO. 86717		2350.00
DISPATCH AUTOMOTIVE			
59399 ALTERNATOR	215034	108.00	
	CHECK NO. 86718		108.00
DUPAGE COUNTY RECORDER			
59453 RECORDING FEES	201105130280	42.00	
	CHECK NO. 86719		42.00
DUPAGE MAYORS & MANAGERS			
59546 CONFERENCE	6696	16604.67	
59553 WORKSHOPS	6727	80.00	
	CHECK NO. 86720		16684.67
DUPAGE WATER COMMISSION			
59533 WATER	09181	173002.66	
	CHECK NO. 86721		173002.66
EAGLE UNIFORMS INC			
59461 UNIFORMS	208617	81.10	
	CHECK NO. 86722		81.10
EMERGENCY MEDICAL PROD			
59386 MEDICAL SUPPLIES	1376869/70	792.71	
	CHECK NO. 86723		792.71

WARRANT REGISTER

1504

6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ESLER, CHARLES			
59587 STM WTR/333 N BRUNER	18883	9680.00	
	CHECK NO. 86724		9680.00
EXCEL DRYER INC			
59414 TIMERS	77154	142.00	
	CHECK NO. 86725		142.00
EXELON ENGERY INC			
59472 TRANSFORMER	100421800200	1420.02	
59473 STREET LIGHTS	200239600110	493.64	
	CHECK NO. 86726		1913.66
FAST SIGNS			
59459 POOL SIGNAGE	6542862	367.50	
	CHECK NO. 86727		367.50
FEINSTEIN, LINDA			
59583 CONT BD/22 N LINCOLN	19686	2000.00	
	CHECK NO. 86728		2000.00
FIAT			
59560 ANNUAL DUES	3500-06/11	3500.00	
	CHECK NO. 86729		3500.00
FINAN, MARTIN			
59588 STM WTR/103 S STOUGH	19278	4400.00	
	CHECK NO. 86730		4400.00
FIREFIGHTER EDUCATION GRO			
59413 TRAINING	11-9	90.00	
	CHECK NO. 86731		90.00
FULLERS HOME & HARDWARE			
59464 HARDWARE	119776/7/81	715.17	
	CHECK NO. 86732		715.17
FULLERS SERVICE CENTER IN			
59539 CAR WASHES/REPAIRS	94150-05/11	941.50	
	CHECK NO. 86733		941.50
G & K SERVICES			
59383 UNIFORMS	1028568454	274.10	
59507 UNIFORMS	1028570379	287.16	
	CHECK NO. 86734		561.26
GALLS AN ARAMARK COMPANY			

WARRANT REGISTER #

1504

6/21/11

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	AMOUNT	AMOUNT
GALLS AN ARAMARK COMPANY		
59388 UNIFORMS	511390306	150.82
59457 UNIFORMS	511396396/403/98	1006.99
59551 UNIFORMS	511402376/2399	173.58
CHECK NO. 86735		1331.39
GARY A. KING		
59590 COPY FEES	R11038	6.00
CHECK NO. 86736		6.00
GARY JOHNSTON		
59373 PERMIT FEES 4/11	37980	379.80
CHECK NO. 86737		379.80
GRAINGER, INC.		
59404 CABLE	9547503012	98.37
59405 DUCT TAPE	9547503020	48.56
59509 ASST HARDWARE	9553082141/544	92.39
59559 TOWELS	9555107649	23.60
CHECK NO. 86738		262.92
GRAPHIC ENTERPRISES INC		
59402 METER READINGS	AR250107	18.70
59541 TONER	251319	260.89
CHECK NO. 86739		279.59
GREAGER, JOHN		
59564 CONT BD/436 N COUNTY LN	20140	500.00
CHECK NO. 86740		500.00
GRUBER, CHARLES		
59528 CLASS CANCEL	98221	299.00
CHECK NO. 86741		299.00
HD SUPPLY WATERWORKS		
59391 WATER METERS	3014818	3290.00
59554 WATER METERS	3053547/8/570/29	3426.89
CHECK NO. 86742		6716.89
HERITAGE CRYSTAL CLEAN		
59392 CLEANING SOLVENT	11740536	185.75
59455 WD CLEANING SOLVENT	11746359	254.29
59536 MACHINE SERVICES	11748936	143.75
CHECK NO. 86743		583.79
HIGH P.S.I.		
59411 COUPLERS	29519	100.00

WARRANT REGISTER

1504

6/21/11

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
HIGH P.S.I.	CHECK NO. 86744		100.00
HINSDALE BANK & TRUST			
59516 KLM REFUND	EN110517/20214	200.00	
	CHECK NO. 86745		200.00
HINSDALE HIGH SCHOOL			
59502 PARADE	900-07/11	900.00	
	CHECK NO. 86746		900.00
HINSDALE MENS WATER POLO			
59517 KLM REFUND	EN110516/20209	250.00	
	CHECK NO. 86747		250.00
HOLLAND HARDWARE			
59400 BRASS PARTS	657940	76.50	
	CHECK NO. 86748		76.50
HR BLUEPRINT			
59456 PRINTING SUPPLIES	80304/81662	331.56	
	CHECK NO. 86749		331.56
HUFF & HUFF INC			
59403 SENSORS	1105049	22.25	
	CHECK NO. 86750		22.25
ICE MOUNTAIN WATER			
59454 WATER	01E0120706023	30.13	
	CHECK NO. 86751		30.13
IL SECRETARY OF STATE			
59524 TITLE TRANSFER	59934	194.00	
	CHECK NO. 86752		194.00
ILLINOIS SHOTOKAN KARATE			
59596 SPG/WNT KARATE *REIMB EXP	515120-04/11	5151.20	
	CHECK NO. 86753		5151.20
INDUSTRIAL ELECTRIC			
59537 VILLAGE HA;L	198163	212.60	
	CHECK NO. 86754		212.60
INFORMATION DEVELOPMENT			
59417 WEB HOSTING/DIALOG	1662201110083/84	5561.00	
	CHECK NO. 86755		5561.00

WARRANT REGISTER #

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6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
INTERNATIONAL EXTERMINATO			
59418 EXT FEES	61165711	208.00	
	CHECK NO. 86756		208.00
IPAC			
59406 DUES	59931	50.00	
	CHECK NO. 86757		50.00
IRMA			
59547 4/11 DEDUCTIBLE	7943	105.00	
	CHECK NO. 86758		105.00
JIM BESTMAN UNITS			
59503 PARADE	0500-07/11	500.00	
	CHECK NO. 86759		500.00
JOHN DEERE LANDSCAPES			
59451 SPRINKLER REPAIRS	58028325	57.10	
59555 BATTERY CONTROLLER	58127241	506.39	
	CHECK NO. 86760		563.49
KAMP, DAVID			
59565 CONT BD/130 S STOUGH	020124	500.00	
	CHECK NO. 86761		500.00
KIEFT BROS INC			
59512 BASIN REPAIRS	175452	150.00	
59556 MORTAR MIX	175572	39.00	
	CHECK NO. 86762		189.00
LEVITSKE, VICTORIA			
59514 KLM REFUND	EN110528/20217	500.00	
	CHECK NO. 86763		500.00
LIFEGUARD STORE			
59532 MASK	049801	405.00	
	CHECK NO. 86764		405.00
MANGANIELLO, JIM			
59595 METER READINGS	140832	1408.32	
	CHECK NO. 86765		1408.32
MARRINGA, JACK			
59577 CLASS REFUND	98792	165.00	
	CHECK NO. 86766		165.00
MEDINAH HIGHLANDERS			

WARRANT REGISTER #

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6/21/11

PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MEDINAH HIGHLANDERS			
59497 PARADE	600-07/11	600.00	
	CHECK NO. 86767		600.00
MICRO CENTER A/R			
59521 TONER	59053	122.97	
	CHECK NO. 86768		122.97
MINER ELECTRONICS			
59380 SQUADS	240841/2	2534.01	
59389 SQUAD REPAIRS	240244/867	543.57	
59549 SQUAD REPAIRS	240724	3244.00	
	CHECK NO. 86769		6321.58
MOAWAD, SHERRY			
59518 KLM REFUND	EN110515/20240	250.00	
	CHECK NO. 86770		250.00
MORGAN BUILDERS			
59585 STM WTR/618 S PARK	18661	4620.00	
	CHECK NO. 86771		4620.00
MOTIVE PARTS CO - FMP			
59467 AUTO PARTS	50298312	330.38	
59468 AUTO PARTS	300586/307202	258.94	
	CHECK NO. 86772		589.32
MOTOROLA			
59395 2/11 MAINTENANCE FD	94491/92/93	228.75	
	CHECK NO. 86773		228.75
NAPA AUTO PARTS			
59450 AUTO PARTS	11007357-05/11	512.50	
	CHECK NO. 86774		512.50
NATIONAL SEED			
59557 SEES	523670SI	195.00	
	CHECK NO. 86775		195.00
NELSON, KAREN			
59520 KLM REFUND	EN110505/20218	250.00	
	CHECK NO. 86776		250.00
NEON NUTS INC			
59501 PARADE	775-07/11	775.00	
	CHECK NO. 86777		775.00

WARRANT REGISTER

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6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
NICOR GAS			
59485 350 N VINE	1327011000-05/11	162.40	
	CHECK NO. 86778		162.40
OAKLEY HOME BUILDERS			
59586 STM WTR/233 N COUNTY LINE 19147		7700.00	
	CHECK NO. 86779		7700.00
OOSTENDORP, DIANE			
59574 CLASS REFUND	98896	44.00	
	CHECK NO. 86780		44.00
OSCEOLA HIGH SCHOOL BAND			
59500 PARADE	500-07/11	500.00	
	CHECK NO. 86781		500.00
PACIFIC TELEMAGEMENT			
59428 PAY TELEPHONES	272677	153.00	
	CHECK NO. 86782		153.00
PATTERSON, MARY ANN			
59531 CLASS REFUND	98232	120.00	
	CHECK NO. 86783		120.00
PHILLIPS FLORIST			
59375 FLOWERS	0754288	45.95	
	CHECK NO. 86784		45.95
PLEASANTVIEW FIREFIGHTERS			
59407 FIRE TRAINING	59911	51.50	
	CHECK NO. 86785		51.50
PORTABLE JOHN			
59390 PORTABLES	A170466	298.23	
	CHECK NO. 86786		298.23
POSTHUMA, MATTHEW			
59572 CLASS REFUND	98795	165.00	
	CHECK NO. 86787		165.00
PROLIANCE ENERGY, LLC			
59543 GAS	201105I001875	4298.69	
	CHECK NO. 86788		4298.69
QUARRY MATERIALS, INC.			
59416 COLD MIX	41231	573.92	
59492 MATERIAL ST REPAIRS	41270	900.26	

WARRANT REGISTER #

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6/21/11

PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
QUARRY MATERIALS, INC.	CHECK NO. 86789		1474.18
QWEST COMMUNICATIONS			
59575 LD TELEPHONE	1167121517	75.77	
	CHECK NO. 86790		75.77
RAILROAD MANAGEMENT CO			
59466 RR EASEMENT	274044	402.63	
	CHECK NO. 86791		402.63
RAY OHERRON CO INC			
59540 TRAINING GUN	0038249	187.80	
	CHECK NO. 86792		187.80
RAY OHERRON CO. INC			
59372 UNIFORMS	0038248-IN	147.80	
	CHECK NO. 86793		147.80
ROXAS, JOHN			
59562 SITE MNGE/341 E CHICAGO	19215	3000.00	
	CHECK NO. 86794		3000.00
ROXAS, JOHN			
59568 CONT BD/337 E CHICAGO	19573	500.00	
	CHECK NO. 86795		500.00
RUTLEDGE PRINTING CO.			
59522 BUSINESS CARDS	109070	192.49	
	CHECK NO. 86796		192.49
SADOFISKY, DON			
59499 PARADE	600-07/11	600.00	
	CHECK NO. 86797		600.00
SAMS CLUB			
59449 ASST SUPPLIES	15925872-05/11	750.94	
	CHECK NO. 86798		750.94
SERVICE FORMS & GRAPHICS			
59382 NO SOLICITORS LABELS	136578	516.94	
	CHECK NO. 86799		516.94
SHERWIN INDUSTRIES, INC			
59384 BARRICADES	SS041788	298.80	
59409 STRAINERS	SS041758	105.00	
	CHECK NO. 86800		403.80

WARRANT REGISTER #

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6/21/11

PAYEE VOU. DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SHERWIN WILLIAM			
59385 TRAFFIC PAINT	2040-1	911.82	
59410 COVER	2029-4	51.48	
	CHECK NO. 86801		963.30
SOMERSET DEVELOPMENT			
59584 STM WTR BD/5762 GARFIELD	18422	3850.00	
	CHECK NO. 86802		3850.00
SOUTHWEST CENTRAL DISPATC			
59419 POLICE DISPATCHING	101201163-06/11	16400.10	
59423 FD DISPATCH SERVICES	101201166-06/11	3257.47	
59599 MEMBERSHIP FEES	100608001	7830.95	
59600 ACCESS LINE FEES	100504001	40560.00	
	CHECK NO. 86803		68048.52
SPIRAL BINDING CO INC			
59552 BINDING MATERIALS	1928399/735	818.76	
	CHECK NO. 86804		818.76
ST THOMAS HOSPICE			
59523 KLM REFUND	EN110511/20233	200.00	
	CHECK NO. 86805		200.00
STANDARD BATTERY INC			
59506 PARADE	00500-07/11	500.00	
	CHECK NO. 86806		500.00
STATE INDUSTRIAL PRODUCTS			
59460 AIR FRESHNER	95114652	745.74	
	CHECK NO. 86807		745.74
STEPHANIE LUFRANO FRANTZ			
59525 PARKS PROGRAM	6711	105.00	
	CHECK NO. 86808		105.00
STOCKMAL, PETER			
59513 CLASS REFUND	98646	85.00	
	CHECK NO. 86809		85.00
SUBURBAN DOOR CHECK			
59401 DUPLICATE KEYS	411251	32.20	
	CHECK NO. 86810		32.20
SUBURBAN LABORATORIES, IN			
59370 WW TESTING	77619	555.00	
59425 WW SAMPLES	9626/27	170.00	

WARRANT REGISTER

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6/21/11

PAYEE VOU. DESCRIPTOR	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SUBURBAN LABORATORIES, IN			
59491 WW TESTING	9664	635.00	
	CHECK NO. 86811		1360.00
SUSMARSKI, KEVIN			
59569 CLOTHING REIMBURSEMENT	59938	89.24	
	CHECK NO. 86812		89.24
T-2 SYSTEMS INC			
59534 PRINTER	HW001585	7319.93	
	CHECK NO. 86813		7319.93
TESKA, MICHAEL			
59530 CLASS REFUND	97999	187.00	
	CHECK NO. 86814		187.00
THE HINSDALEAN			
59377 PUBLICATIONS	18161/2/6/3/4/5	1626.00	
59394 PUBLICATIONS	10613	270.00	
	CHECK NO. 86815		1896.00
THE POLICE & SHERIFFS			
59396 ID CARDS	29408	122.61	
59579 ID CARDS	29572	32.44	
	CHECK NO. 86816		155.05
THOMAS HOMES			
59563 CONT BD/733 JEFFERSON	19674	960.00	
	CHECK NO. 86817		960.00
THOMAS HOMES			
59567 CONT BD/5619 CHILDS ST	19609	500.00	
	CHECK NO. 86818		500.00
THOMPSON, MICHAEL			
59582 CONT BD/2 S BODIN	18998	500.00	
	CHECK NO. 86819		500.00
TIMMONS, RICHARD			
59566 CONT BD/745 WILSON LN	20116	500.00	
	CHECK NO. 86820		500.00
TOSHIBA BUSINESS			
59591 MTHLY CHARGES	8342045	414.37	
	CHECK NO. 86821		414.37
TOTAL PARKING SOLUTIONS			

WARRANT REGISTER

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6/21/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
TOTAL PARKING SOLUTIONS			
59371 AC REPAIRS	101327	446.00	
	CHECK NO. 86822		446.00
TPI BLDG CODE CONSULTANT			
59452 PLAN REVIEW	5034	3858.50	
	CHECK NO. 86823		3858.50
TRAFFIC CONTROL & PROTECT			
59538 SIGNS	69586-88	672.80	
	CHECK NO. 86824		672.80
TRAPP, PATRICK			
59426 CLASS REFUND	97644	90.00	
	CHECK NO. 86825		90.00
TWIN LAKE GREENHOUSE LLC			
59379 SUMMER PLANT MATERIALS	20791	8748.30	
	CHECK NO. 86826		8748.30
US GAS			
59408 CYLINDERS	170199	90.00	
	CHECK NO. 86827		90.00
VERIZON WIRELESS			
59471 PD MODEUMS	2580232788	570.19	
	CHECK NO. 86828		570.19
WAREHOUSE DIRECT INC			
59550 OFFICE SUPPLIES	1164174/4201/21/	2021.29	
	CHECK NO. 86829		2021.29
WARREN OIL COMPANY			
59511 GAS	10667746	27815.36	
	CHECK NO. 86830		27815.36
WESCO DISTRIBUTION INC			
59393 PENDANT	532780	327.79	
	CHECK NO. 86831		327.79
WEST SUBURBAN WOMENS			
59544 KLM REFUND	EN101118/19442	150.00	
	CHECK NO. 86832		150.00
WORLDPOINT			
59387 CPR SUPPLIES	5191680	236.95	
	CHECK NO. 86833		236.95

WARRANT REGISTER

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6/21/11


PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ZACCARELLI, JOSEPH			
59498 PARADE	300-07/11	300.00	
	CHECK NO. 86834		300.00
ZESCO			
59378 CHAIRS	S100194449	5893.32	
	CHECK NO. 86835		5893.32
ZIEBELL WATER SERVICE			
59542 WATER MAIN SUPPLIES	212207000	1155.00	
59558 WATER MAIN SUPPLIES	212534	2272.44	
	CHECK NO. 86836		3427.44
	GRAND TOTAL		656,034.25

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1504

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 6/9/2011	Village Payroll # 12-Calendar 2011	FWH	40,037.61
Electronic Federal Tax Payment Systems 6/9/2011	Village Payroll # 12-Calendar 2011	FICA/MCARE	29,675.73
Illinois Department of Revenue 6/9/2011	Village Payroll # 12-Calendar 2011	State Tax Withholding	15,680.14
DuPage Credit Union 6/9/2011	Village Payroll # 12-Calendar 2011	Employee Withholding	5,935.19
ICMA - 457 Plans 6/9/2011	Village Payroll # 12-Calendar 2011	Employee Withholding	11,154.17
HSA Plan Contribution 6/9/2011	Village Payroll # 12-Calendar 2011	Employee Withholding	1,897.91
Illinois Municipal Retirement Fund 6/10/2011	Employee/Employer Contributions	May 2011 Wages	84,398.71
Electronic Federal Tax Payment Systems 6/15/2011	Firefighter's Pension Payroll #5- Calendar Year 2011	5/11 Final FWH	<u>9,306.97</u>
Total Bank Wire Transfers and ACH Payments			<u>198,086.43</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>932,204.38</u></u>

DATE June 2, 2011

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee		ORIGINATING DEPARTMENT Parks and Recreation		
ITEM Concession Request		APPROVED Gina Hassett, Director of P&R		
<p style="text-align: center;">VEECK CONCESSION SERVICES</p> <p>A group of Hinsdale residents would like to sell pre-packaged food products at Veeck Park during soccer games and baseball games. All items will be prepackaged such as candy, soda, water and chips. The resident group is planning to donate the funds raised to the Village to assist in funding future improvements at Veeck Park Skate Park. If permitted staff would work the group on field times. Items would be sold outside the facility as the concession area of the building is not in working order.</p> <p>MOTION: To recommend to the Board of Trustees approve the resident group to sell pre-packaged food goods at Veeck Park during the 2011 summer season.</p>				
STAFF APPROVALS				
Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

**LEASE AGREEMENT
FOR VEECK PARK CONCESSION STAND OPERATIONS**

THIS LEASE is made and entered into this _____ day of 2011, by and between the Village of Hinsdale, DuPage and Cook Counties, Illinois (hereinafter “Lessor”) and Scott Banke, (hereinafter “Lessee”) for the operation and use of certain concession stand located at the Veeck Park.

WITNESSETH:

WHEREAS, the Lessor desires to provide concession stand facilities to, and to permit concession sales by, the Lessee in exchange for the consideration described herein; and

WHEREAS, the Lessee desires to lease concession stand facilities and to sell concessions at Veeck Park as requested by, the Lessor;

NOW, THEREFORE, in consideration of the premises and the terms and obligations stated herein, the Lessor and the Lessee agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as substantive provisions of this Lease Agreement.

Section 2. Lease Term. This Lease shall commence on or after June 22, 2011 through August 31, 2011.

Section 3. Lease of Facilities. In order to provide a temporary concessions area at Veeck Park, the Lessor leases to the Lessee the concrete pad adjacent to the storage area at Veeck Park as indicated on Exhibit A. The Lessor shall provide refuse disposal at Veeck Park.

Section 4. Rent. The Lessee covenants and agrees to donate the profit generated to the Village of Hinsdale General Fund to support the maintenance of the Veeck Park Skate Park.

Section 5. Agreement to Sell. The Lessee agrees to be open for business at Veeck Park when the athletic schedule warrants the sale concessions. The concession schedule will be coordinated with

the Parks & Recreation Director. The concession area must be supervised at all times by an adult approved by the Village.

Section 6. Village Right to Approve Goods and Pricing. The Lessee agrees that the Lessor must approve in advance all items to be sold from the Facilities and the retail price to be charged for all such items. Items will be limited to pre-packaged items such as chips, candy, water and beverages.

Section 7. Condition of Facilities. The Lessee agrees to maintain the concession area in a clean, neat, and orderly condition at all times. The Lessor shall provide refuse receptacles at the facility. The Lessee shall make no changes to or modification to the facilities. The Lessee agrees to post professional banners or advertisements to promote the concession stand. The Concession stand shall be on the concrete area adjacent to the facility as shown in Exhibit A.

Section 8. Compliance with Laws. The Lessee agrees to fully comply with all federal, state, and local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities.

Section 9. Lessee Responsibility Indemnification. The Lessee agrees that the Lessee is solely responsible for any and every loss, damage, or injury to the Facilities, or to the Lessee or any employee or agent of the Lessee, or to any customer or guest of the Lessee or the Facilities, arising out of or in any way related to the Lessee's operation and use of the Facilities or to any sales of concessions by the Lessee. The Lessee agrees to indemnify, hold harmless, and at the Lessor's request defend the Lessor against any and all claim or actions of any kind or nature whatsoever arising out of in any way related to the Lessee's operation and use of the Facilities or to sales of concessions.

Section 10. Insurance. The Lessee shall acquire and maintain full general liability insurance coverage in an amount of at least \$1,000,000 and shall provide the Lessor with a certificate of insurance naming the Lessor as an additional insured under the policy providing such general liability coverage.

Section 11. Termination by Lessor. This Lease may be terminated by the

Lessor at its discretion.

Section 12. No Assignment. Lessee shall neither assign any rights or obligations under this Lease nor sublet any portion of any of the Facilities without the prior written approval of the Lessor.

LESSEE:

Scott Banke

By: _____

Name: _____

LESSOR:

VILLAGE OF HINSDALE

By: _____

Name: David C. Cook

Title: Village Manager


Exhibit A

Areas in orange are permitted concession area.



DATE: June 13, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Community Development		
ITEM Prevailing Wage Ordinance		APPROVAL Dan Deeter Village Engineer		
<p>The State of Illinois requires municipalities to adopt an ordinance stating that the municipalities will investigate and ascertain prevailing wages for the construction of public works projects. This is an annual ordinance.</p> <p>MOTION: To Adopt An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On June 13, 2011, the EPS Committee moved to approve the above motion on a vote of 3 – 1.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING PREVAILING WAGES
FOR PUBLIC WORKS IN THE VILLAGE OF HINSDALE,
COOK AND DUPAGE COUNTIES, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2011), as amended ("the Act"); and

WHEREAS, the Act requires that the Village of Hinsdale ("Village") investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works during the month of June of each year.

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

Section 1. Recitals Incorporated. The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. Determination of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing wages for construction work in DuPage and Cook Counties, as determined by the Department of Labor of the State of Illinois as of June 1, 2011, a copy of said determinations being attached hereto and incorporated herein by reference as Group Exhibit A. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

Section 3. Prevailing Wages Applicable to Public Works. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

Section 4. Posting of Determination. The Deputy Village Clerk shall publicly post or keep available for inspection by any interested party this determination of such prevailing rate of wages or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

Section 5. Service of Determination. The Deputy Village Clerk shall mail a copy of this determination to any employer and to any person or association of employees who have filed their names and addresses and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. Filing of Determination. The Deputy Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 7. Publication of Determination. Within thirty days after the filing with the Secretary of State, the Village Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance, stating:

**VILLAGE OF HINSDALE
DUPAGE AND COOK COUNTIES, ILLINOIS**

PUBLIC NOTICE OF ADOPTION OF PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on June __, 2011, the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, adopted Ordinance Number _____, determining prevailing wages pursuant to 820 ILCS 130/1 *et seq.*, the Illinois "Prevailing Wage Act," which determination is now effective.

(Date of Publication)

Published by Order of the President and Board of Trustees of the Village of Hinsdale

**CHRISTINE M. BRUTON
VILLAGE CLERK**

and such publication shall constitute notice that the determination is effective and that this is the determination of the Village.

Section 8. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid,

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

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

CERTIFICATION

I, Christine M. Bruton, Deputy Village Clerk of the Village of Hinsdale, DuPage and Cook Counties, State of Illinois, DO HEREBY CERTIFY that the attached is a true and correct copy of Ordinance Number _____, “AN ORDINANCE ESTABLISHING PREVAILING WAGES FOR PUBLIC WORKS IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees on June __, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of DuPage and State of Illinois, on June ____, 2011.

Christine M. Bruton, Village Clerk

(SEAL)

GROUP EXHIBIT A

Du Page County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==		=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL		34.240	45.510	1.5	1.5	2.0	5.000	10.62	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		26.480	45.510	1.5	1.5	2.0	5.000	8.200	0.000	0.200
ELECTRIC PWR LINEMAN		ALL		41.000	45.510	1.5	1.5	2.0	5.000	12.71	0.000	0.310
ELECTRIC PWR TRK DRV		ALL		27.420	45.510	1.5	1.5	2.0	5.000	8.500	0.000	0.210
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150

ORNAMNTL IRON WORKER E	ALL	40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER	ALL	40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS	BLD	32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL	40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD	40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
PLASTERER	BLD	39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000	0.510
PLUMBER	BLD	40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
ROOFER	BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD	41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STEEL ERECTOR	W ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard,

Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep

Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
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OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
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OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770

PAINTER SIGNS	BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates

of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of

all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel,

fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this

determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.



Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

DATE June 16, 2011

AGENDA		ORIGINATING		
SECTION	EPS	DEPARTMENT Administration		
ITEM	Award of Contract to Earth Inc. for Dirt Removal at Veeck Park	APPROVED David C. Cook Village Manager 		
<p>Attached for the Board's consideration is a proposal from Earth Inc. to remove 6,000 cubic yards of dirt from Veeck Park at a price of \$180 per load. Based on 10 to 12 cubic yards per load, the final cost is estimated in the range of \$90,000 to \$108,000. This cost estimate of \$15 to \$18 per cubic yard is significantly lower than what was quoted by John Burns Construction (20.98/cubic yard).</p> <p>Discussions on cost sharing for the dirt removal are on-going and it is recommended that we proceed with removal of the dirt.</p> <p>If the Board concurs with the recommendation, the following motion would be appropriate:</p> <p>Motion: To move Waiving the Competitive Bid Process and to Award a Contract to Earth, Inc. for removal of 6,000 cubic yards of dirt at Veeck Park at a cost not to exceed \$108,000.00</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

Earth Inc.

810 N. Arlington Heights Road
Itasca, IL 60143

Office (630) 285-9800
Fax (630) 285-9821

~~XXXXXXXXXXXX~~
jhandrakijr@comcast.net

JOB AGREEMENT

Dispatch Office
OFFICE: (630) 860-7711
~~XXXXXXXXXXXX~~

DATE: TUES 6-14-11

COMPANY NAME: VILLAGE OF HINSDALE
ADDRESS: 19 E CHICAGO AVE
HINSDALE IL, 60521
CONTACT NAME: AL
PHONE #: (630) 789-7079 FAX #: (630) 789-7016
JOB NAME: NECK PARK JOB NO.: _____
JOB PHONE #: (630) 936-2081 JOB START DATE: _____
JOB ADDRESS: 701 E 4TH ST. HINSDALE

MATERIAL: MIXED DIRT & CLAY RATE: \$180.00 PER LOAD
LOADED & REMOVED

REMARKS: _____

IS THIS JOB SALES TAX EXEMPT?: NO YES ☒ IF YES PLEASE STATE TAX # _____
IS CERTIFIED PAYROLL REQUIRED?: NO YES ☒ IF YES ATTACH APPROPRIATE INFORMATION.

ANY AND ALL EARTH, INC. TRUCKS OR BROKERS THAT ARE OVERLOADED BY THE ABOVE COMPANY OR THEIR SUBCONTRACTORS WILL BE CHARGED TO THE ABOVE COMPANY IN FULL FOR EACH OVERWEIGHT INCURRED.

EARTH, INC. WILL BE RESPONSIBLE FOR ALL LOADS WHEN IT USES ITS' OWN MACHINE TO LOAD TRUCKS. THE ABOVE COMPANY WARRANTS AND REPRESENTS THAT ALL MATERIALS TO BE LOADED, TRUCKED OR HAULED IS FREE OF ANY AND ALL CONTAMINATION, INCLUDING BUT NOT LIMITED TO ANY PETROLEUM, CRUDE OIL, OR ANY FURTHER THEREOF, AND ANY "HAZARDOUS SUBSTANCE" OR "POLLUTANT OR CONTAMINATION AS DEFINED IN SECTIONS 101(14) & 101(33) RESPECTIVELY, OF THE COMPREHENSIVE & LIABILITY ACT (42 U.S.C. SECTIONS [14] & [33]).

THE PARTIES ACKNOWLEDGE THAT BY EXECUTING THIS JOB AGREEMENT THEY HAVE ENTERED INTO A FULLY BINDING CONTRACT WITH EACH OTHER, UNDER THE TERMS AND CONDITIONS AS STATED HEREIN AND THAT SAID CONTRACT CAN NOT BE CHANGED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

APPROVED & ACCEPTED
Earth Inc.

Owner _____

Authorized Agent _____

Authorized Agent _____

Authorized Agents Name _____

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-05-2011 - Applicant: Eden Supportive Living - Location: 10 N. Washington Street: Special Use Permit for a Planned Development and a Personal Care Facility, as well as Site Plan/Exterior Appearance approval at 10 N. Washington Street.	APPROVAL

The Applicant, Eden Supportive Living, has submitted an application for a Special Use Permit to operate a Personal Care Facility with a Planned Development at 10 N. Washington Street. As indicated in the attached memo from the applicant, Eden Supportive Living provides assisted living for adults with disabilities, ages 22-64. In previous presentations to the ZPS and Village Board the applicant had indicated the desire to accept individuals living with Autism or Asperger's Syndrome. While they intend to maintain these services at their other facilities, they have since opted to eliminate offering these services at the proposed Hinsdale location. Additionally, the applicant has determined they would maintain the Hinsdale model as 100% private pay and has decided to pursue licensing that would only permit 20% or 14, residents to be under the age of 55.

ZONING HISTORY/CHARACTER OF AREA

The Subject Property is zoned R-5 (east portion) and O-1 (parking lot). The property to the west is zoned O-1 and improved with businesses, north is zoned IB improved with a religious building; to the east is zoned IB and contains the Village Library and Village Hall, to the south is the B-1 and is improved with a bank.

GENERAL STAFF COMMENTS**Planned Development and Special Use Request**

Due to the fact that Washington Square was a Senior Living Facility and the current request is for a Personal Care Facility, a new Special Use is required for the change in use. In addition to the requested Special Use, a new Planned Development is requested to modify or obtain specific waivers that differ from those required/allowed as a Senior Living Facility.

Zoning criteria

As referenced in the attached correspondence, Washington Square was originally approved in 1975 as senior citizen housing. In 1993, they came back to the Village to request the addition of an exterior walk-in freezer/cooler. It was at this time that they also requested a Planned Development which included several waivers to attempt to bring as many existing conditions as possible, into compliance. The Planned Development was established and in 2002, the applicant returned again proposing an adjustment to the Planned Development to construct an approximately 1,000 square foot atrium that connected the two wings. Washington Square functioned until 2009 when according to the applicant's correspondence, the facility closed down. Since then staff has met with several groups interested in redeveloping the property but due to various circumstances, nothing concrete has been proposed. Recently, members from the Board at Washington Square approached the ZPS and Village Board, bringing along Eden Supportive Living with what they felt was a viable proposal and a positive reuse of the site which kept the existing facility intact. The applicant is now requesting a Major Adjustment/Reinstatement of a Planned Development and a Special Use for a Personal Care Facility that would allow them to operate their facility maintaining all of the physical aspects of the existing property.

Waivers

While the applicant is not proposing any physical alterations to the exterior of the existing structures, the Zoning Code provided certain allowances and exceptions for Washington Square as a Senior Living Facility that would not be afforded to Eden Supportive Living as a personal care facility. As such, the applicant will be requesting several waivers to make the existing building code compliant as a Personal Care Facility. Those waivers would include waivers previously approved as part of the original Planned Development, as well as additional waivers required to operate the proposed Personal Care Facility. They include:

Existing Conditions Previously Waived

- F.A.R of 1.16 in lieu of .45.
- Total building coverage of 43.816% in lieu of 35%.
- Rear yard setback of 14'-0" in lieu of 25'-0".

Existing Conditions Requiring Waivers

- A total of 83 units in lieu of the 24 allowed. The facility only contains 71 individual rooms, however for the purpose of calculating density and parking, the code requires you count each bed as a unit and the facility contains 12 two-bedroom units which would total 83.
- To allow an overall height of 34'-0" and 3 stories in lieu of 30'-0" and 2 stories.
- To allow a personal care facility across the street or contiguous to an R-4 District.
- A front yard setback of 9.78' in lieu of 25'.
- A corner side yard setback of 0'-0" in lieu of 25'.
- A side yard setback of 1.74' in lieu of 8'.
- A waiver from Section 4-110 as it relates to any required buffers or landscaping of existing primary or accessory structures or uses.

Other

On April 13th, as part of discussions regarding the public hearing for Eden Supportive Living, the Commission agreed that the appropriate course of action would be to consider this current request a new Planned Development. As a result, several comments and concerns were discussed regarding the standards of the Planned Development process and what, if anything, the applicant should be required to provide to satisfy these standards. In addition to the information already provided, it was requested that the applicant provide the following information, which the Commission agreed would satisfy the standards for the requested application:

- Landscape Plan
- Parking lot striping plan
- Elevations (while the Commission agreed that photos of the building would suffice, staff was able to locate reasonable elevations)
- Site Plan/Exterior Appearance Application, and;
- Draft ordinance

At the May 11, 2011 Plan Commission meeting the commission reviewed the application submitted by Eden Supportive Living and recommended approval, on a 4-3 vote (2 absent), the approval for a special use for a Personal Care Facility at 10 N. Washington Street and a special use for a Planned Development as detailed in the draft ordinance, and as amended. In addition the Plan Commission recommended, on a 5-2 vote (2 absent), approval for Exterior Appearance and Site Plan approval, subject to the approved landscape plan and the parking plan option using all 45 degree spots, with the inclusion of one additional handicap parking space.



Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits; and
2. Subsection 11-603E pertaining to Standards for planned developments; and
3. Subsection 11-604F pertaining to Standards for site plan disapproval; and
4. Subsection 11-606E pertaining to Standards for exterior appearance review

Attached are the findings and recommendations from the Plan Commission and the ordinance.

MOTION: Move that the Board of Trustees approve an “Ordinance Approving a Special Use Permit for a Planned Development, a Special Use Permit for a Personal Care Facility, and Site Plan and Exterior Appearance Plan for the Property Located at 10 North Washington Street.”

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On May 23, 2011, the Zoning and Public Safety Committee moved, on a 3-1 vote, to recommend <i>denial</i> of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: Case A-05-2011 - Applicant: Eden Supportive Living - Location: 10 N. Washington Street: Special Use Permit to allow a Planned Development, Special Use Permit to allow a Personal Care Facility and Site Plan/Exterior Appearance Approval.

DATE OF PLAN COMMISSION REVIEW: April 13, 2011 and May 11, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: May 23, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Eden Supportive Living (the "Applicant") submitted an application to the Village of Hinsdale for a Special Use Permit to allow a Planned Development, Special Use Permit to allow a Personal Care Facility and Site Plan/Exterior Appearance Approval (the "Application") for the existing property located at 10 N. Washington Street (the "Property").
2. The Property is located within the R-5, Multi-Family Residential District and O-1, Specialty Office District and improved with an existing vacant facility (R-5) and accessory parking lot (O-1), which previously operated under Special Uses for a Planned Development and a Senior Living facility and received several waivers from the existing bulk regulations.
3. The Applicant is proposing to reuse the existing facility with the intent of providing assisted living for adults with disabilities, ages 22-64.
4. The Plan Commission determined that a previous Planned Development granted for the Property had expired and the current request should be for a new Planned Development.
5. The Plan Commission expressed concerns regarding the use, more specifically the current proposals ability to satisfy all the standards and criteria for a new Planned Development, including open space contributions, as well as the lack of available information for the existing facility required to make the application complete.
6. Residents presented both concerns and support regarding the proposed use.
7. On April 13th, the Plan Commission requested that the applicant provide the following information:
 - Landscape Plan
 - Parking lot striping plan
 - Elevations (while the Commission agreed that photos of the building would suffice, staff was able to locate reasonable elevations)
 - Site Plan/Exterior Appearance Application, and;
 - Draft ordinance
8. On May 11, 2011, the Applicant appeared before the Plan Commission with the requested information, and while the Commission generally approved of the information provided, certain Commissioners still felt that the Applicant had not sufficiently satisfied all of the standards and

criteria required for a new planned development, given the degree of waivers required for the existing structures.

9. The Commission requested that certain language be a part of the draft ordinance granting the requested zoning relief to reflect the Applicant's willingness to pursue a license for assisted living. These matters included limiting the overall number of individuals below the age of 55 to 20%, a 100% private pay model and not accepting or treating individuals with Autism or Asperger's Syndrome.
10. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Subsection 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-603 of the Zoning Code applicable to approval of a Planned Development, Subsection 11-604F pertaining to Standards for site plan disapproval and Section 11-606 of the Zoning Code governing exterior appearance review.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 4 "Ayes," 3 "Nay," and 2 "Absent," recommends that the President and Board of Trustees approve the Application for a Special Use permit for a Personal Care Facility at 10 N. Washington Street and a Special Use Permit for a Planned Development, as detailed in the draft ordinance, including the requested modifications of certain Zoning Code regulations for the Planned Development reflected in the draft ordinance, and as amended.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent," recommends that the President and Board of Trustees approve the Application for exterior appearance approval, for the existing facility located at 10 N. Washington Street.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent," recommends that the President and Board of Trustees approve the Application for site plan review approval subject to the landscape plan and the parking lot striping plan which included all parking spaces at 45 degrees and a second handicap spot, for the existing facility located at 10 N. Washington Street.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 9th day of June, 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, A SPECIAL USE PERMIT FOR A PERSONAL CARE FACILITY, AND SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR THE PROPERTY LOCATED AT 10 NORTH WASHINGTON STREET (Plan Commission Case No. A-05-2011)

WHEREAS, Eden Supportive Living (the "Petitioner") is the legal title owner of the parcels of property generally located at 10 North Washington Street (the "Subject Property"), which Subject Property is legally described in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the Petitioner has applied for a planned development, which is required to be processed as a special use in the R-5 Multi-Family District; and

WHEREAS, the Petitioner has also applied for a special use permit to operate a personal care facility at the Subject Property (the "Application"); and

WHEREAS, a planned development was originally approved for the Subject Property in 2002 for senior citizen housing, and that facility ceased operations in 2009; and

WHEREAS, the Petitioner proposes to operate a personal care facility at the Subject Property to provide assisted living for adults with disabilities, ages 22-64 ("Facility"), and seeks the approval of a new planned development for the Subject Property; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the Application on April 13, 2011 and on May 11, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on March 24, 2011, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-05-2011; and

WHEREAS, the Hinsdale Plan Commission, at a regular meeting on June 8, 2011, approved its Findings and Recommendations for Plan Commission Case No. A-05-2011; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the

Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance.

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

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

Section 2. Approval of a Special Use Permit for a Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, approves a special use permit authorizing a Planned Development for the Subject Property, and approves the planned development detailed plan prepared by Burke Engineering Corp. dated September 9, 2009, in the form attached to, and by this reference incorporated into, this Ordinance as Exhibit B (the "Approved Detailed Plan"). The approval granted in this Section 2 is subject to the conditions set forth in Section 7 of this Ordinance.

Section 3. Approval of a Special Use Permit for a Personal Care Facility. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 4-107 and 11-602 of the Hinsdale Zoning Code, approves a special use permit for a personal care facility in the in the R-5 Multi-Family District for the Subject Property. The approval granted in this Section 3 is subject to the conditions set forth in Section 7 of this Ordinance.

Section 4. Modifications of Certain Zoning Code Regulations for the Subject Property. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, modifies the following provisions of the Hinsdale Zoning Code for the Subject Property, subject to the conditions set forth in Section 7 of this Ordinance:

- A. The total floor to area ration shall be 1.16 in lieu of .45.
- B. The total building coverage of 43.816% in lieu of 35%.
- C. The rear yard setback shall be 14' in lieu of 25".

- D. The Petitioner shall be permitted to have a total of 83 units at the Facility at the Subject Property in lieu of the allowable 24 units.
- E. The overall height of the Facility located at the Subject Property shall be 34'-0" and three (3) stories in lieu of 30'-0" and two (2) stories.
- F. The personal care facility approved pursuant to this Ordinance shall be permitted to be located across the street or contiguous to an R-4 District.
- G. The front yard setback shall be 9.78' in lieu of 25'.
- H. The corner side yard setback for the Subject Property shall be 0'-0" in lieu of 25'-0".
- I. The side yard setback shall be 1.74' in lieu of 8'.
- J. The requirements of Section 4-110 of the Zoning Code shall be waived as it relates to any required buffers or landscaping of existing primary or accessory structures or uses.

Section 5. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Site Plan"), subject to the conditions set forth in Section 7 of this Ordinance.

Section 6. Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit D (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 7 of this Ordinance.

Section 7. Conditions on Approvals. The approvals granted in Sections 2 through 6 of this Ordinance are granted expressly subject to all of the following conditions:

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind

shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Engineering Plans. Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall submit to the Village Engineer detailed final engineering plans (the "Engineering Plans"). After approval by the Village Engineer, the Engineering Plans shall, automatically and without further action by the Village, be deemed to be incorporated in and made a part of the Approved Site Plan.

C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

D. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.

E. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

F. Services Provided at the Facility. The Petitioner has determined to not accept residents or treat individuals with Autism and Asperger's Syndrome at the Facility.

G. Age of Residents. The Petitioner has determined that no more than 20% of Petitioner's residents at the Facility, or 14 in total, shall be under the age of 55.

H. License for Facility. The Petitioner shall pursue assisted living licensing for the Subject Property that shall provide that its Facility shall be 100% private pay and that its license shall be subject to the restrictions set forth in subsections 9(F)-(G) above.

Section 8. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) any applicable code, ordinance, or

regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 9. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

**ACKNOWLEDGEMENT AND AGREEMENT BY THE PETITIONER TO THE
CONDITIONS OF THIS ORDINANCE:**

By: _____ Date: _____, 2011
Its:

EXHIBIT A

LEGAL DESCRIPTION

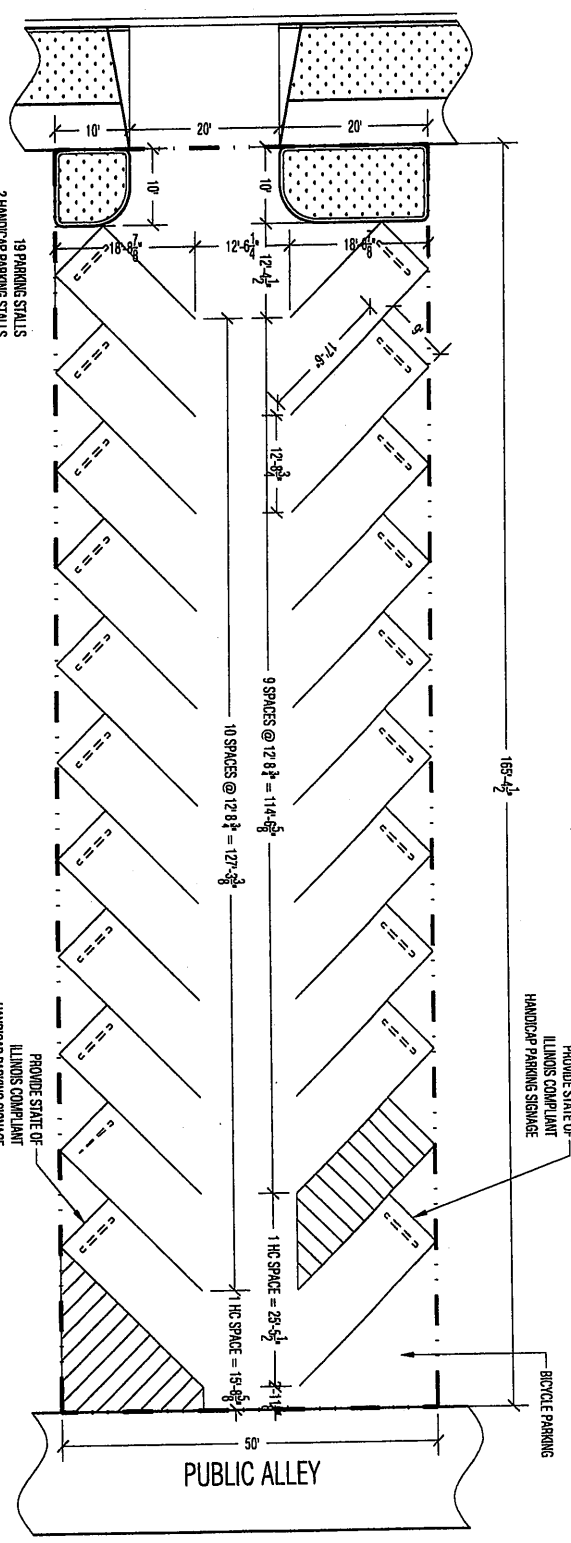
PARCEL 1: THE NORTH 82½ FEET OF LOT 1 BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS. AND;

PARCEL 2: THE SOUTH ¼ OF LOT 1 AND THE NORTH ½ OF LOT 2 IN BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS. AND;

PARCEL 3: THE NORTH ½ OF THE SOUTH ½ OF LOT 1 IN BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS.

LINCOLN AVE.



19 PARKING STALLS
2 HANDICAP PARKING STALLS
21 TOTAL PARKING STALLS
5 BICYCLE STALLS

TOTAL LOT AREA - 8,209 S.F.
VEHICULAR USAGE AREA - 7,991 S.F.
LANDSCAPED AREA - 298 S.F.

ALL DIMENSIONS NEED TO BE VERIFIED IN FIELD
BEFORE CONSTRUCTION STARTS

NORTH
1
1

PROPOSED PARKING

Scale: 1/16" = 1' (11x17)

NOTICE OF COPYRIGHT

YOU ARE HEREBY ADVISED THAT THESE DOCUMENTS WERE PREPARED BY THE DESIGN PROFESSIONAL, IDENTIFIED HEREIN AND ARE TO BE CONSIDERED INSTRUMENTS OF SERVICE FOR USE ONLY WITH RESPECT TO THIS PROJECT. THE DESIGN PROFESSIONAL IS THE AUTHOR AND OWNER OF THESE INSTRUMENTS OF SERVICE AND RETAINS ALL COPYRIGHT, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, REGARDLESS OF ANY REPRODUCTION OR USE OF THESE INSTRUMENTS OF SERVICE FOR THE PURPOSE OF FACILITATING THE BUILDING OR CONSTRUCTION OF THIS PROJECT BY ANYONE OTHER THAN THE DESIGN PROFESSIONAL, ITS ASSIGNEE OR SUCCESSORS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DESIGN PROFESSIONAL. ON ITS ASSIGNEE, SHALL CONSTITUTE A VIOLATION OF THE DESIGN PROFESSIONAL'S RESERVED RIGHTS AND SHALL ENTITLE EACH TO RECOVER ALL DAMAGES AS ALLOWED FOR BY LAW, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, IN THE EVENT OF SUCH UNAUTHORIZED REPRODUCTION OR USE. THE DESIGN PROFESSIONAL, ON ITS ASSIGNEE, SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR CONSTRUCTION OF THE INSTRUMENTS OF SERVICE, ACCORDINGLY, IN THE EVENT OF SUCH UNAUTHORIZED REPRODUCTION OR USE, THE PERSON OR ENTITY REPRODUCING OR USING THE INSTRUMENTS OF SERVICE WITHOUT WRITTEN AUTHORIZATION AGREES, AS EVIDENCED BY SUCH REPRODUCTION OR USE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ABSOLUTE ARCHITECTURE, P.C., ITS OFFICERS, DIRECTORS, EMPLOYEES AND THE DESIGN PROFESSIONAL, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OR ALLEGEDLY ARISING FROM SUCH UNAUTHORIZED REPRODUCTION OR USE.

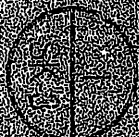
PROPOSED PARKING FOR EDEN ASSISTED LIVING

10 N. WASHINGTON
HINSDALE, ILLINOIS

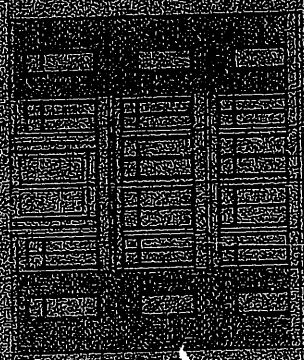
ABSOLUTE
ARCHITECTURE PC
914 GREENWAY RD. SUITE 202
WINNETKA, ILLINOIS 60093
PH: 312.263.7345
FAX: 312.263.7346

PROPOSED PARKING
PLAN
46 DEG PARKING

A1.0



EAST ELEVATION



22.5'

MATCOCHA

Architectural, Engineering, and
Program Management
1214 N. 2nd Street, Suite 100
Phoenix, Arizona 85004
Phone: (602) 254-1000
Fax: (602) 254-1001

WASHINGTON SQUARE

RETIREMENT HOMES

PHOENIX, ARIZONA

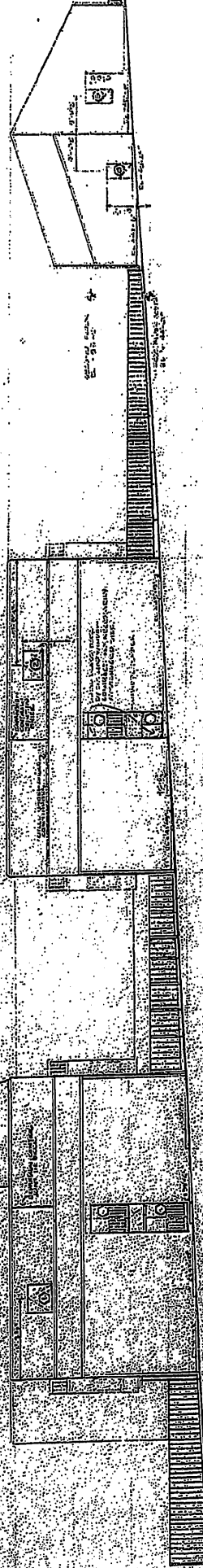
EAST ELEVATION

SK-3

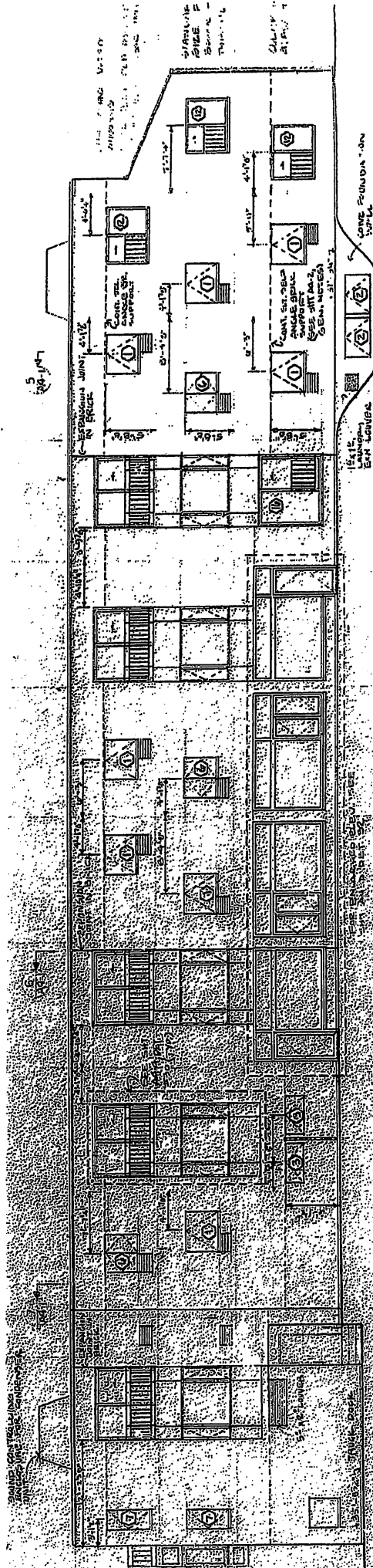


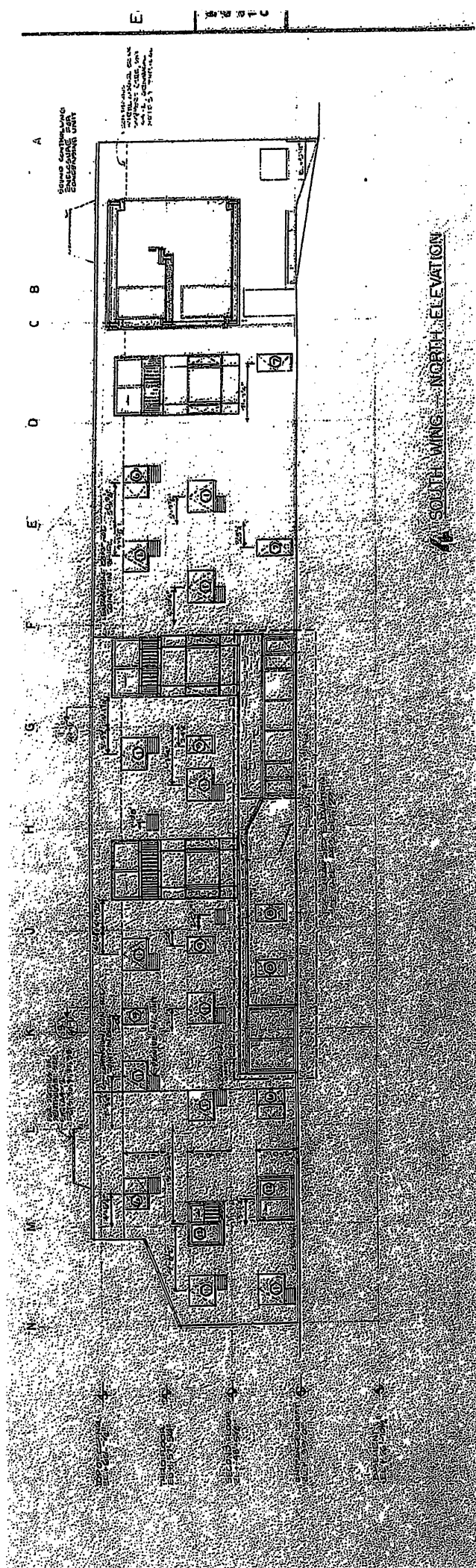
1 WEST WING - EAST ELEVATION

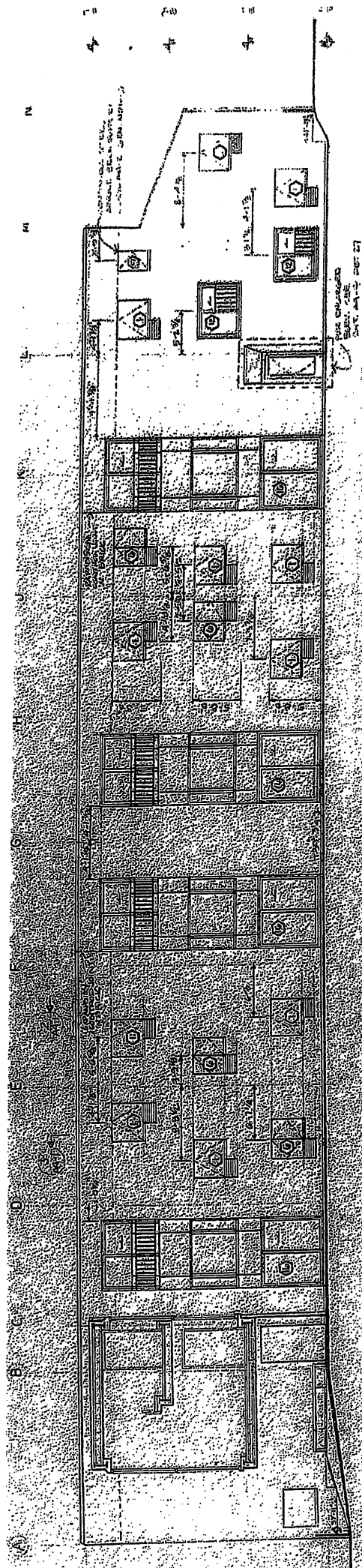
5 6 7 8 9



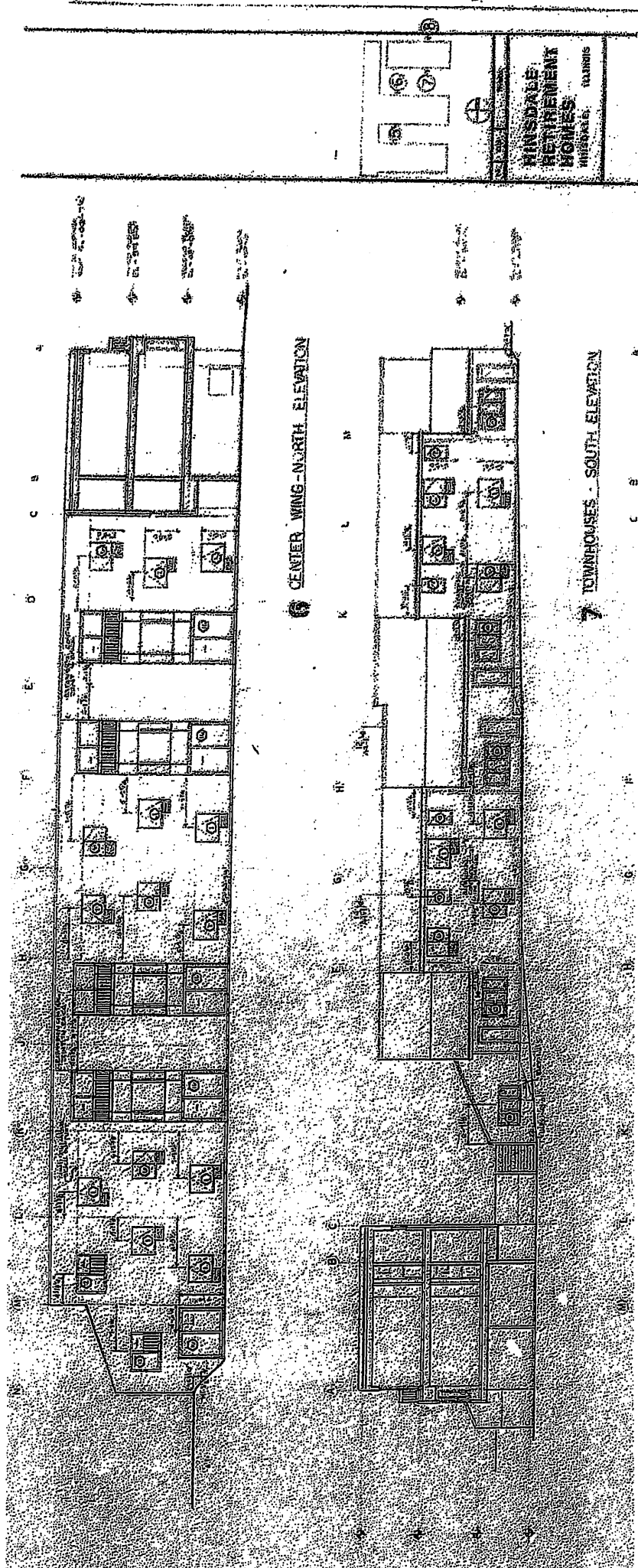
2 EAST ELEVATION

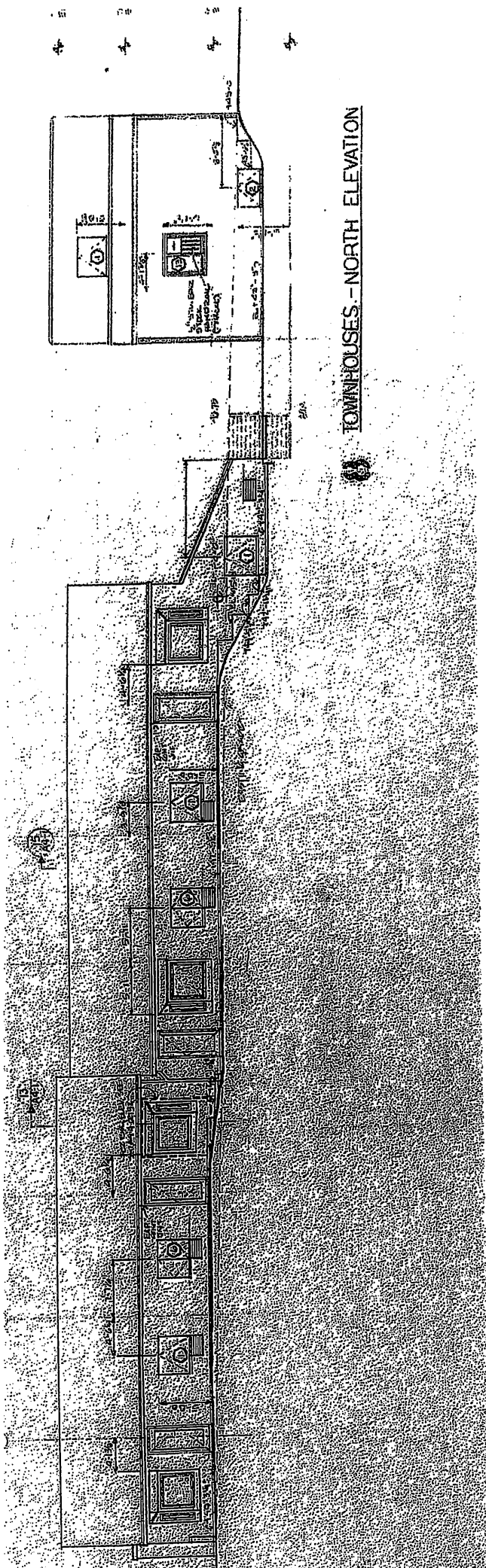
SOUTH WING -- SOUTH ELEVATION

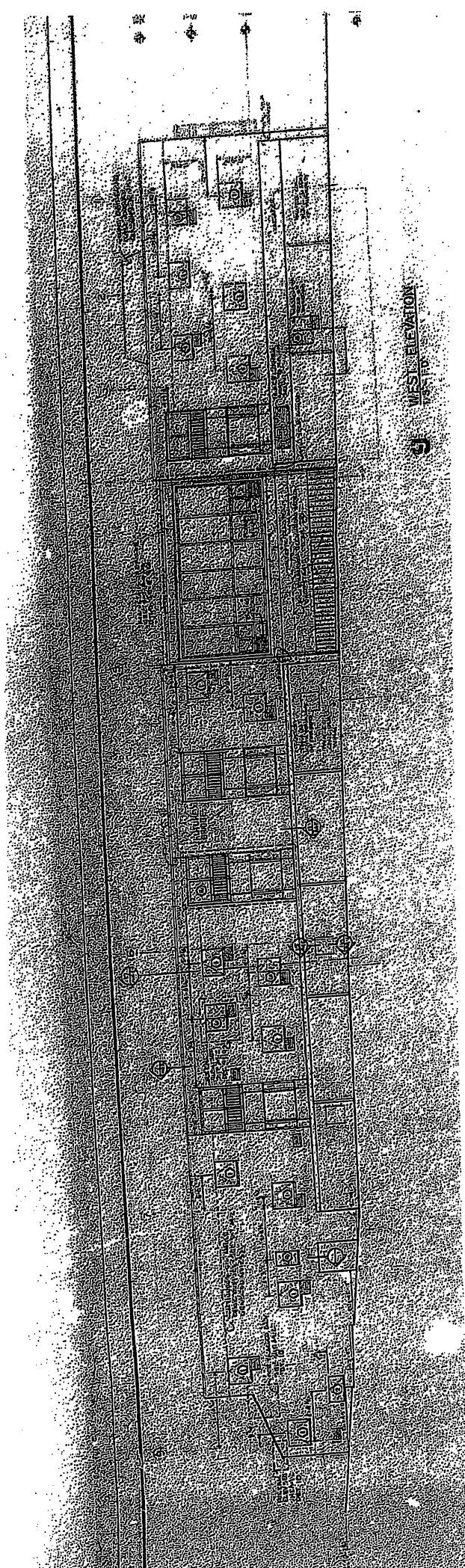


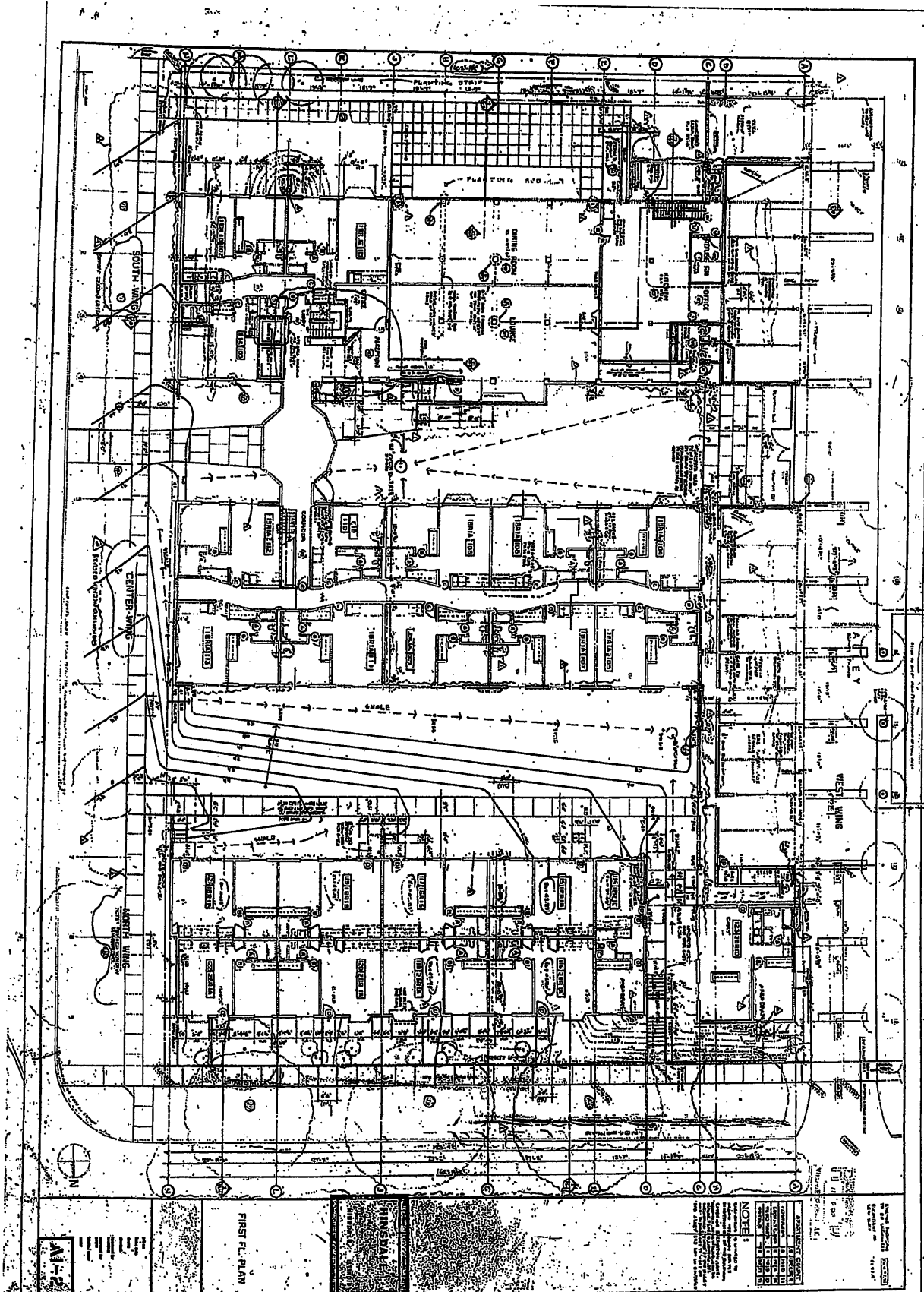


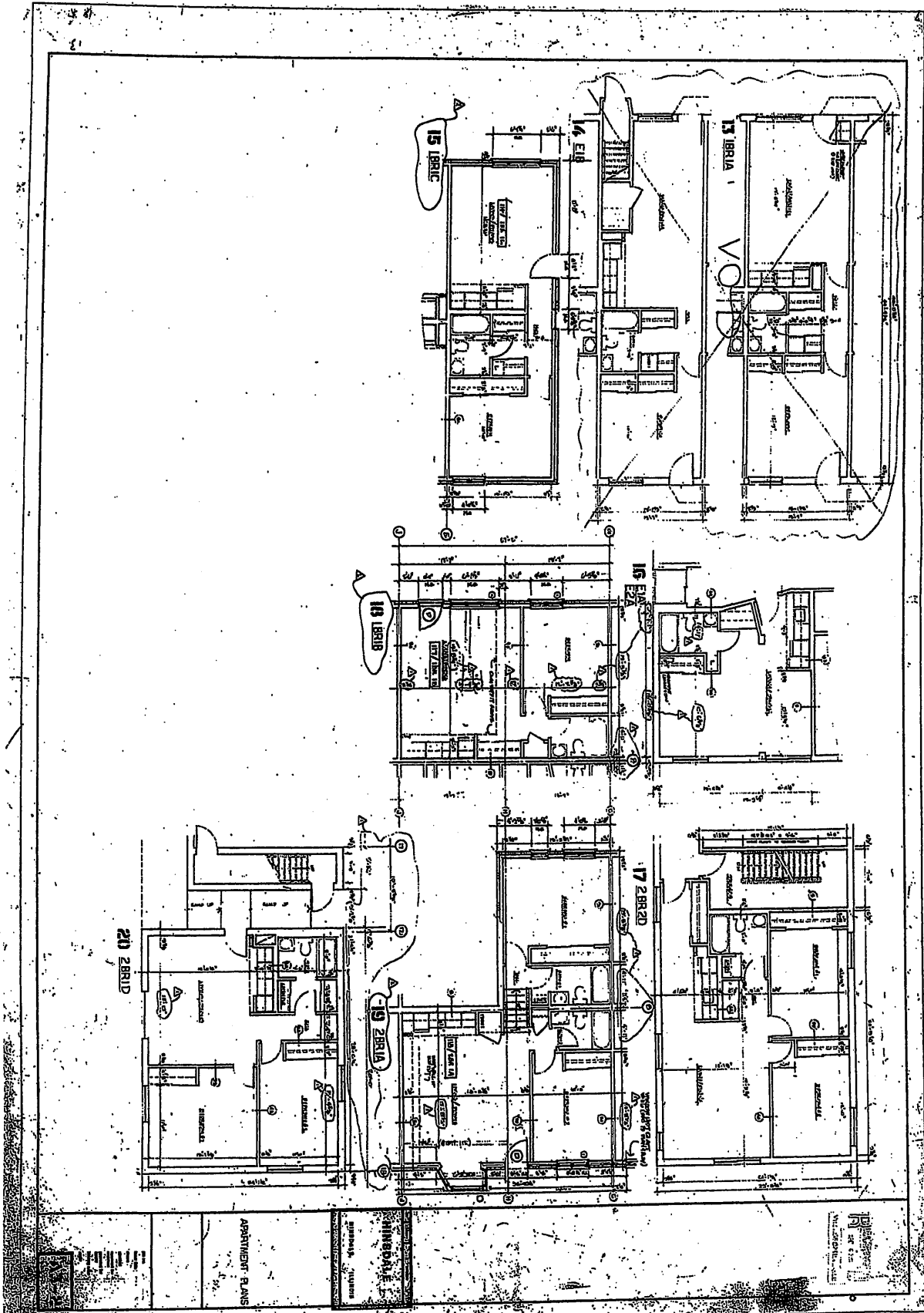
5 CENTER WING - SOUTH ELEVATION

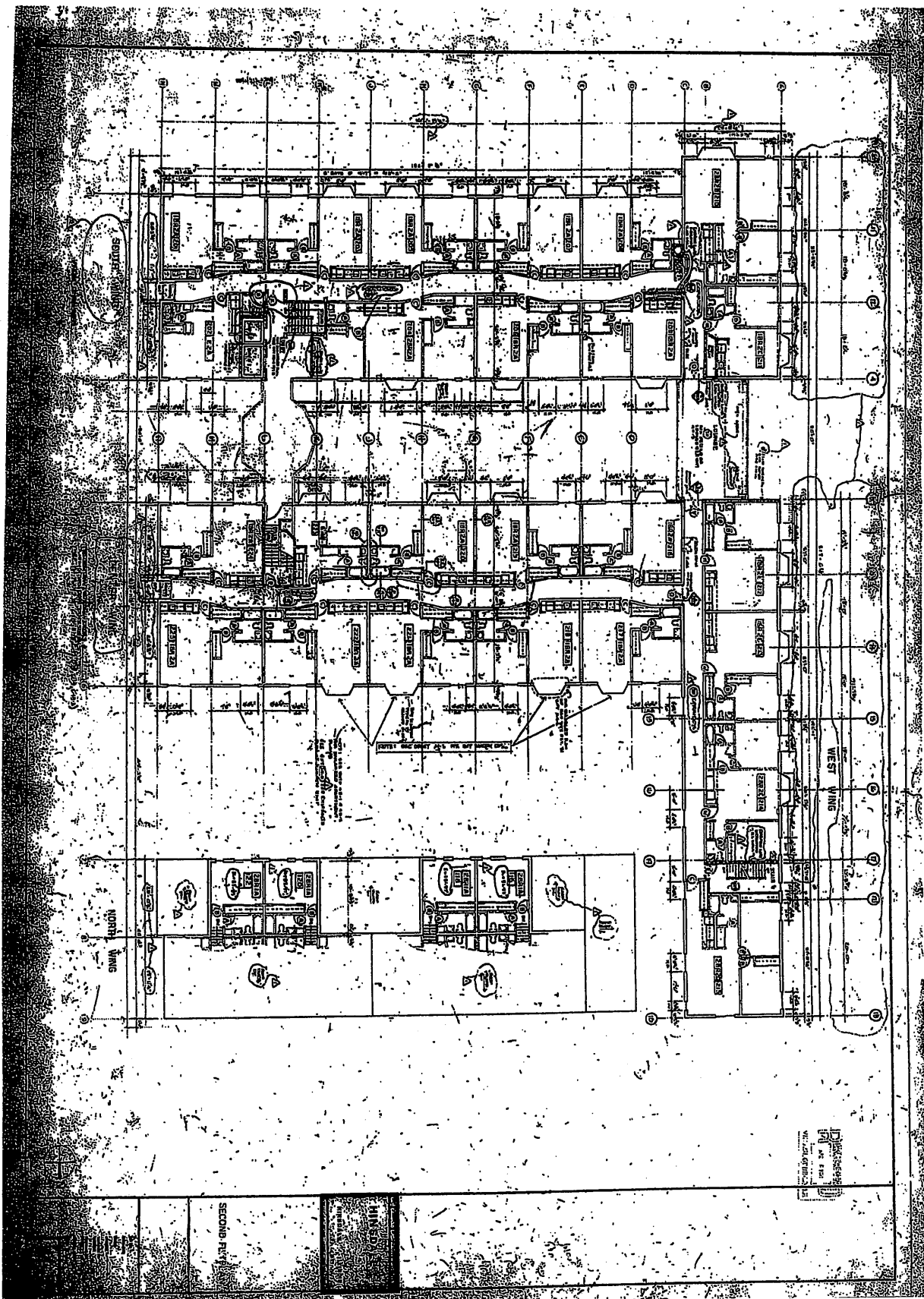


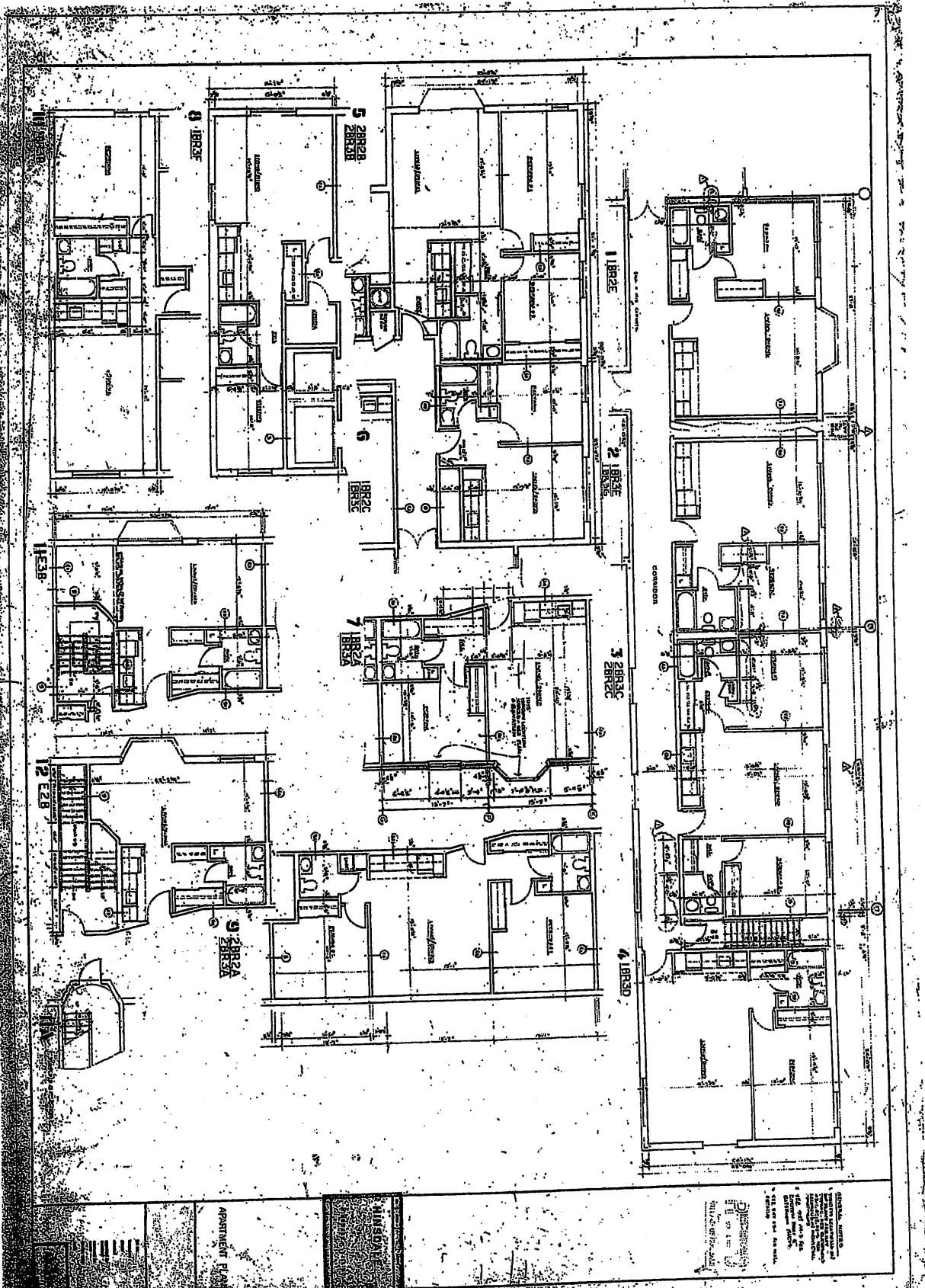


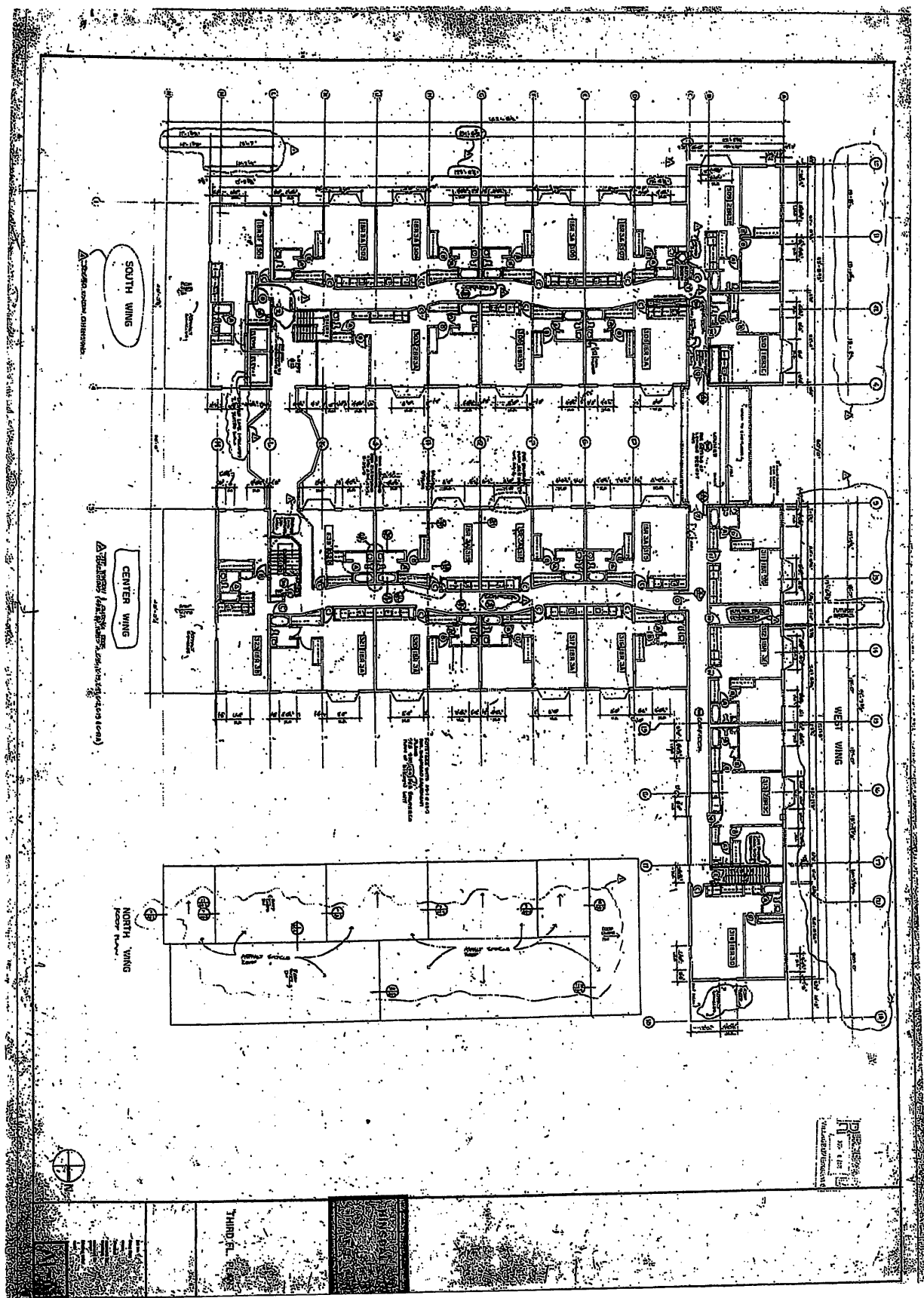












THE FIRST BOOK FROM

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MR. G. L. DICK

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Memo

To: Tom Cauley, Village President
From: Chief Kelly
CC: Dave Cook, Village Manager
Date: 6/17/2011
Re: EMS response related to 10 N. Washington

Based on your request, I have the following information related to EMS response to an assisted/supportive care facility.

I spoke to Captain Miller at the North Aurora Fire Department who provided me their statistics on EMS and Fire response to the Edens facility that is in their jurisdiction. In 2010, their Department responded to a total of 406 responses to that facility. This is broken down into 389 EMS responses and 17 fire related responses. Their Department responded to a total of 2018 emergency responses in 2010, so 20% of their emergency responses in 2010 were to this facility. Captain Miller informed me that this facility was by far their most active, in terms of EMS requests, in their jurisdiction. He also informed me that the resident population at this facility is 152 residents and their capacity is 156 residents.

In comparison, our most active facility is Manor Care located at 600 W. Ogden. In 2010, we had 144 total responses to this facility, 133 EMS related and 11 fire related. In 2010, we responded to a total of 2,724 emergency responses of which Manor Care accounted for 5% of our responses. Additionally, when 10 N. Washington was operating as a senior housing facility we responded to a total of 26 responses, 14 EMS related and 12 fire related from January 2008-April 2009.

Based on the information gathered from North Aurora, and the fact that the proposed Hinsdale facility would house slightly over half the residents of the North Aurora facility, we could anticipate an increase in emergency requests of approximately 200 per year. This would make this facility the most active, in terms of emergency responses, in the Village. An increase of 200 emergency responses is not particularly overburdening as we do see fluctuations in emergency requests from year to year that fall in this range, however an area of concern would be the impact

on simultaneous calls. Currently, approximately 24% of our emergency calls occur when we are already handling another call. An increase in call volume increases the potential of simultaneous calls which could result in a delay in service if we are not available and need to rely on our surrounding Departments. It is difficult to predict how often this may occur based on the unpredictable nature of emergency requests. If you need further information, please contact me.