

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
March 6, 2012**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, March 6, 2012 at 7:33 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: Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Mike Kelly and Village Clerk Christine Bruton

Also Present: Reporters from the Hinsdalean, Suburban Life and Patch.com

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

Trustee Saigh pointed out two typographical errors in the minutes. Trustee Elder moved to **approve the minutes of the regularly scheduled meeting of February 21, 2012, as amended.** Trustee Angelo seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**CITIZENS' PETITIONS**

None.

## VILLAGE PRESIDENT'S REPORT

President Cauley reported that Village Manager Cook and the Village President and Manager of Clarendon Hills were in Springfield in connection with the proposed bill to consolidate the police departments. The Fraternal Order of Police made an objection, he does not know the specifics of that objection, but Mr. Cook will have to go before the House again. If this passes we can move forward with the project.

## APPOINTMENTS TO BOARDS OR COMMISSIONS

President Cauley commented that there are many positions to be filled as terms expire April 30th, but because of the important budget work before the Finance Commission, he is making two recommendations to that commission at this time. He recommended Mr. Stan Balzekas and Mr. Edward Tobia for three-year terms on the Finance Commission; he outlined their qualifications for the appointments. Trustee Saigh moved **approve the appointments as recommended by the Village President**. Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

### Items Recommended by Zoning & Public Safety Committee

- a) Approve a Permit for a Temporary Use to Operate a Pilates Studio on the Second Floor at 49 S. Washington Street for the period of 2/2/8/12 thru 4/30/12 (Omnibus vote)
- b) Ordinance Approving a Major Adjustment to the Site Plan and Exterior Appearance Plan at 149 E. Ogden Avenue (Omnibus vote) (O2012-10)
- c) Ordinance Approving Northern Illinois Police Alarm System Agreement (Omnibus vote)
- d) Ordinance Amending Title 1, Chapter 4, Section 1 of the Hinsdale Village Code Regarding General Penalties for Ordinance Violations (Omnibus vote) (O2012-11)
- e) Authorizing Street Closure for the Wellness House Annual 3K and 5K competitive race May 6, 2012 (Omnibus vote) (O2012-12)

Trustee Geoga pointed out that the ordinance to allow Walgreens to sell hard liquor was removed from the Board agenda because ACA elected not to pass it forward to the Board. The Committee did not have a sense of an overwhelming groundswell of support for the action. Walgreens did not attend the last meeting; perhaps it was not important to them either. The Committee had previously suggested possible protective measures that would have been required, but were problematic for Walgreens. Also, the incremental sales tax revenue would be very modest.

Trustee Saigh moved to **approve the Consent Agenda, as presented.** Trustee Haarlow seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **ADMINISTRATION AND COMMUNITY AFFAIRS**

### **Accounts Payable**

Trustee Elder moved **Approval and Payment of the Accounts Payable for the Period of February 18, 2012 through March 2, 2012 in the aggregate amount of \$554,970.20 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Haarlow 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 commented on the electrical aggregation referendum on the March 20<sup>th</sup> ballot. She pointed out that Commonwealth Edison will still maintain all infrastructure responsibility and billing, but residents will be automatically enrolled in a program that relates to the supply of power and that will result in substantial savings to the homeowner. President Cauley reminded residents that there is a Q &

A on the Village website or should call the Village if they have questions. Trustee Haarlow clarified that this is not the same as the proposal a few years ago to run the electricity company; this is only for greater buying power and a better price for the actual power. It was also noted that residents will have three opportunities to opt out of the program should they chose to. If a resident has already signed up with an alternative supplier they need to check their contracts if they want to switch.

## **ZONING AND PUBLIC SAFETY**

Trustee Saigh noted the next ZPS meeting is scheduled for March 26<sup>th</sup>, but may be rescheduled for quorum. A draft ordinance concerning the AT&T distribution antennae system will be on the agenda. On another matter, he has heard from a resident south of 57<sup>th</sup> Street who is concerned that the high school plans to install a new bus way in front of the water tower because of safety and traffic considerations. However, Deputy Chief Mark Wodka reported that the police do not feel it will compromise safety and it will improve drop offs at the high school.

## **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

## **STAFF REPORTS**

No reports.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

None.

## ADJOURNMENT

There being no further business before the Village Board of Trustees, President Cauley asked for a motion to adjourn into closed session. Trustee Geoga **moved to adjourn the meeting of march 6, 2011 into Closed Session under: 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel and not to reconvene.** Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None


**ABSENT:** None

Motion carried.

Meeting adjourned at 7:54 p.m.

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

## MEMORANDUM

**Date:** March 16, 2012  
**To:** Board of Trustees  
**From:** David Cook, Village Manager   
**RE:** Appointment of Fire Chief

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As you are aware, Fire Chief Mike Kelly has previously submitted his resignation effective April 2, 2012. In February, the Village placed job announcements with national and state fire associations. Over the past month President Cauley, Trustee Angelo and I have reviewed applications from both internal and external candidates and interviewed five internal candidates.

Based on the experience and qualifications of the candidates, Captain Rick Ronovsky of the Hinsdale Fire Department was the consensus recommendation of President Cauley, Trustee Angelo and I.



Per Section 8-1-2 of the Municipal Code "the fire chief shall be appointed by the Village President and confirmed by the Board of Trustees upon the recommendation of the Village Manager". As such President Cauley asks that the Board of Trustees confirm his appointment of Captain Rick Ronovsky as Fire Chief effective April 3, 2012 with a salary of \$118,400. If the Board confirms his appointment, Rick will be sworn in at the April 3<sup>rd</sup> Board meeting.

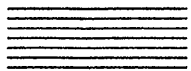
If the Board concurs with President Cauley's appointment, the following motion would be appropriate:

**Motion:** To confirm President Cauley's appointment of Captain Rick Ronovsky as Fire Chief effective April 3, 2012 with a salary of \$118,400.

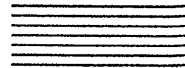
DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b> Community		
<b>SECTION NUMBER</b> EPS Committee		<b>DEPARTMENT</b> Development		
<b>ITEM</b> Chestnut Street Construction - Request for Change to Daily Working Hours during Phases 2 – 4 (2012 Construction)		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>During the 09/11/11 EPS meeting, the committee approved a change to the daily start time from 8:00 AM to 7:00 AM during Phase 1. Martam Construction, Inc. is requesting that the project's daily start time is changed from 8:00 AM to 7:00 AM during Phases 2 - 4. The earlier start time will enable Martam to complete the project more rapidly. The streets included in Phase 2 – 4 include</p> <p>Chestnut Street from Monroe to Quincy Bodin Street from Chicago to Chestnut Bruner Street from Chicago to Chestnut Quincy Street from Chicago to Town Place</p> <p>The residents on these streets were informed of the pending construction in a Village letter dated February 21, 2012 (attached). This letter informed the residents of Martam's request for an 7:00 AM start time. It asked residents to contact the Village with their thoughts. Staff has not received any comments from residents at this time.</p> <p>Should the Committee concur with Martam Construction's request, the following motion would be appropriate.</p> <p><b>Motion: To Approve the Request from Martam Construction, Inc. to Change The Chestnut Street Project's daily start time from 8:00 AM to 7:00 AM during Phase 2 - 4.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> At the March 12, 2012 EPS meeting, the above motion was unanimously approved.				
<b>BOARD ACTION:</b>				



# MARTAM CONSTRUCTION, INC.



General Contractors & Engineers



March 2, 2012

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

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

Dear Mr. Palmer:

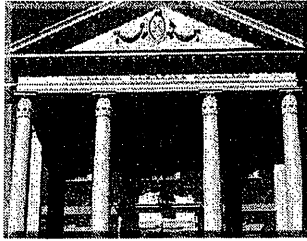
We are requesting that the work hours be changed from 8:00am start time to 7:00am start time Monday through Friday. Due to the landfill hours of 6:30 to 3:00pm Martam Construction Inc. anticipate working till end of October completion date, therefore if the time change is granted the substantial completion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

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

Respectfully,

Emsi Oshana  
Project Manager





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

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

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**February 21, 2012**

**RE: Chestnut Street Improvements**

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

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

Dear Resident and Business Owner,



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

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

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

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> EPS Agenda		<b>DEPARTMENT</b> Community Development		
<b>ITEM</b> Contract Change Order #3 <b>Chestnut Street Improvements</b> <b>Martam Construction Inc.</b>		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>Staff is recommending approval of the attached change order 3. These change order items have been coordinated through the Village manager as they were identified. The majority of this change order occurred during the completion of Phase 1. Including this change order, the project is currently 0.7% over the original contract/SRF loan value. The State Revolving Funds will fund as much as 10% over the original loan quantity.</p> <p><b>MOTION: To Approve a Resolution for the Chestnut Street Construction Contract Change Order Number 3 in the amount of \$17,355.82 to Martam Construction, Inc.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> <p>At the March 12, 2012 EPS meeting, the above motion was unanimously approved.</p>				
<b>BOARD ACTION:</b>				

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

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

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

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

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

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

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

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

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

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

**ATTEST:**

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

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

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

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

I. A. Description of Changes Involved:

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

B. Reason for Change:

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

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

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

II. Adjustments in Contract Price:

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

Accepted:

Contractor: Martam Construction, Inc.:

By:

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

\_\_\_\_\_  
Date

Village of Hinsdale:


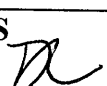
By:

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

\_\_\_\_\_  
Date

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

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

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

**Date: 2/28/2012**

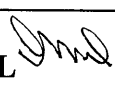
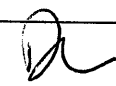
Subject: Requests for Proposals

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



DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b> Community														
<b>SECTION NUMBER</b> EPS Consent Agenda		<b>DEPARTMENT</b> Development														
<b>ITEM</b> Engineering Services for Construction Observation of the 2012 Road Resurfacing Program		<b>APPROVAL</b> Daniel M. Deeter Village Engineer														
<p>In June 2011, the Board of Trustees approved J.J. Benes &amp; Associates to design and develop bid documents for the 2012 Road Resurfacing project. This project includes infrastructure improvements for Clay, Fourth, Monroe, Walnut, Quincy, and Third Streets. The resurfacing project will include replacement of <math>\pm 4300</math> feet of water main and lining <math>\pm 2700</math> feet of sanitary sewer.</p> <p>The original Request for Proposals was sent to three engineering consultants. Two consultants provided proposals: HR Green and J.J. Benes and Associates. Clark Dietz declined to submit a proposal "due to current commitments". Both engineering consultants have demonstrated satisfactory field performance, qualifications and have met the requirements of the RFP. They provided the attached bids which included the compensation listed below:</p> <table border="1"><thead><tr><th>Consultant</th><th>Design</th><th>Construction Observation</th><th>Total</th></tr></thead><tbody><tr><td>• J.J. Benes &amp; Associates</td><td>\$63,192.00</td><td>\$42,379.00</td><td>\$105,571.00</td></tr><tr><td>• HR Green, Inc.</td><td>\$62,450.00</td><td>\$38,120.00</td><td>\$100,570.00</td></tr></tbody></table> <p>It has been the Village staff's preference to maintain the same consultant throughout the project (through design and construction) as much as possible. Considering their satisfactory performance during the design process, staff recommends using J.J. Benes &amp; Associates for the construction observation portion of the 2012 Road Resurfacing Project. J. J. Benes &amp; Associates has stated they will honor their June 2, 2011 proposal for construction observation services.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p><b>Motion: To Award the Engineering Services for Construction Observation of the 2012 Road Resurfacing Project to J.J. Benes and Associates, Inc. in the amount not to exceed \$42,379.00.</b></p>					Consultant	Design	Construction Observation	Total	• J.J. Benes & Associates	\$63,192.00	\$42,379.00	\$105,571.00	• HR Green, Inc.	\$62,450.00	\$38,120.00	\$100,570.00
Consultant	Design	Construction Observation	Total													
• J.J. Benes & Associates	\$63,192.00	\$42,379.00	\$105,571.00													
• HR Green, Inc.	\$62,450.00	\$38,120.00	\$100,570.00													
<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 												
<b>COMMITTEE ACTION:</b> At the March 12, 2012 EPS meeting, the above motion was unanimously approved.																
<b>BOARD ACTION:</b>																

## ESTIMATE OF MANHOURS AND COSTS

VILLAGE OF HINSDALE  
2012 RESURFACING PROJECT

June 2, 2011

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	FIELD TECH	CAD TECH	TOTAL HOURS	DIRECT PAY	TOTAL PAY COST	DIRECT COST	TOTAL COST
<b>DESIGN/ENGINEERING SERVICES</b>										
A. Data Collection										
1. Kick Off Meeting	2	0	2	0	0	4	\$184	\$508	\$0	\$508
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	4	16	20	\$483	\$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	\$850	\$4,850	\$5,700
<b>FINAL DESIGN &amp; DOC. PREPARATION</b>										
1. Plan Sheets										
a. Title Sheet	0	0	1	0	4	5	\$121	\$333	\$0	\$333
b. General Notes	0	0	2	0	4	6	\$154	\$424	\$0	\$424
c. Summary of Quantities	1	0	32	0	32	65	\$1,811	\$4,958	\$0	\$4,958
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	\$878	\$2,418	\$0	\$2,418
i. Construction Details	0	0	16	0	16	32	\$878	\$2,418	\$0	\$2,418
2. Estimate of Cost	1	0	8	0	9	9	\$321	\$886	\$0	\$886
3. Specifications	2	0	24	0	0	26	\$804	\$2,495	\$0	\$2,495
4. Bidding Documents	0	0	4	0	0	4	\$131	\$362	\$0	\$362
<b>COORDINATION</b>										
1. Village & IDOT BLR	4	0	16	0	0	20	\$760	\$2,098	\$150	\$2,248
2. IEPA Permit	1	0	8	0	0	9	\$321	\$886	\$0	\$886
3. Bidding	1	0	16	0	0	17	\$563	\$1,609	\$0	\$1,609
<b>SUB-TOTAL - DESIGN</b>	<b>23</b>	<b>9</b>	<b>305</b>	<b>88</b>	<b>240</b>	<b>655</b>	<b>\$18,947</b>	<b>\$52,292</b>	<b>\$10,900</b>	<b>\$63,192</b>
<b>CONSTRUCTION ENGINEERING SERVICES</b>										
1. Pre-construction Meeting	3	0	3	0	0	6	\$275	\$760	\$0	\$760
2. Layout	0	0	16	16	0	32	\$876	\$2,418	\$0	\$2,418
3. Construction Observation	4	0	336	0	0	340	\$11,240	\$31,022	\$0	\$31,022
4. Payoffs	0	0	12	0	16	28	\$745	\$2,056	\$0	\$2,056
5. Quality Assurance	0	0	0	0	0	0	\$0	\$0	\$5,400	\$5,400
6. Final Documents	0	0	8	0	0	8	\$262	\$723	\$0	\$723
<b>SUB-TOTAL - CONSTRUCTION</b>	<b>7</b>	<b>0</b>	<b>375</b>	<b>16</b>	<b>16</b>	<b>414</b>	<b>\$13,398</b>	<b>\$35,978</b>	<b>\$5,400</b>	<b>\$42,376</b>
<b>TOTAL - DESIGN &amp; CONSTRUCTION</b>	<b>30</b>	<b>9</b>	<b>680</b>	<b>104</b>	<b>256</b>	<b>1,079</b>	<b>\$32,345</b>	<b>\$88,272</b>	<b>\$16,300</b>	<b>\$105,572</b>

**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	XXXXX												
Final Design			XXXXX	XXX										
Plan Preparation				XXXXX	XXX	XX								
Document Preparation					XX	XX								
Village Review					RR	RR								
IEPA Permitting	P R O C E E D						RRRR	RRRR						
Bidding							XX							
Construction (42 Working Days)											XXXXX	XXXXX	XXXX	

NOTIFICATION TO PROCEED - June 30, 2011



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

June 2, 2011

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

Re: 2012 Resurfacing Project

Dear Dan:

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

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

**UNDERSTANDING OF PROJECT**

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

**2" RESURFACING**

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

**Water Main Replacement**

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

**Sanitary Sewer Lining/Repair**

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

The improvements will be constructed during the 2012 construction season.

950 Warrenville Road, Suite 101  
 Lisle, Illinois 60532

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

The improvements will be constructed during the 2012 construction season.

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

## **PROJECT APPROACH**

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

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

Construction engineering shall meet Village requirements.

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

### **DESIGN ENGINEERING SERVICES**

#### **A. Data Collection**

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

## **B. Final Design and Document Preparation**

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

## **C. Coordination**

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

## **CONSTRUCTION ENGINEERING SERVICES**

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

The construction engineering services will not include:

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

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

### **COMPENSATION**

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

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

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

### **COMPLIANCE WITH RULES AND REGULATION**

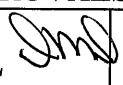
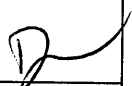
We comply with the Illinois Fair Employment Practices Commission's Rules and Regulations, the Americans With Disabilities Act of 1990, Public Act 87-1257 regarding sexual harassment, all current OSHA rules and regulations, and the Federal Drug Free Work Place Act. We shall also comply with all laws of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

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

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

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b> Community		
<b>SECTION NUMBER</b> EPS Committee		<b>DEPARTMENT</b> Development		
<b>ITEM</b> 50/50 SIDEWALK PROGRAM		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>Attached is a resolution appropriating the budgeted \$85,000 for the Annual 50/50 Sidewalk Program for the repair of existing walks. Notices to the residents are mailed on 03/08/12 with a response date of 04/16/12. We anticipate contract bid opening in mid-May. Sidewalk replacement will then begin mid-June and will be completed by late July 2012.</p> <p><b>Motion:</b> To Approve A Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code.</p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> At the March 12, 2012 EPS meeting, the above motion was unanimously approved.				
<b>BOARD ACTION:</b>				





**Illinois Department  
of Transportation**

**Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
(Council or President and Board of Trustees)  
Village Hinsdale of Hinsdale, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$85,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2012  
(Date)  
to December 31, 2012  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at District 1, Schaumburg, Illinois.

I, Christine Bruton Clerk in and for the Village Hinsdale  
(City, Town or Village)  
of Hinsdale, County of Cook & DuPage  
hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by  
the President and Board of Trustees at a meeting on \_\_\_\_\_  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

(SEAL) \_\_\_\_\_ Village \_\_\_\_\_ Clerk  
(City, Town or Village)

<p style="text-align: center;"><b>Approved</b></p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;"><b>Department of Transportation</b></p> <p style="text-align: center;">_____ Regional Engineer</p>
--



# Illinois Department of Transportation

## Proposal / Contract Cover

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

### STATE OF ILLINOIS

COUNTY OF Cook/DuPage

Village of Hinsdale

(Name of City, Village, Town or Road District)

- ☐ ESTIMATE OF COST
- ☒ SPECIFICATIONS
- ☐ PLANS
- ☐ MATERIAL PROPOSAL
- ☐ DELIVER AND INSTALL PROPOSAL
- ☒ CONTRACT PROPOSAL
- ☐ CONTRACT
- ☐ CONTRACT BOND



### FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 50/50 Sidewalk Project

SECTION NO. 12-00000-01-GM

TYPES OF FUNDS MFT and Village of Hinsdale

#### For Municipal Projects

Submitted  
Approved/Passed \_\_\_\_\_  
Date \_\_\_\_\_

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

#### For County and Road District Projects

Submitted/Approved \_\_\_\_\_  
Date \_\_\_\_\_

☐ Highway Commissioner

Submitted/Approved \_\_\_\_\_  
Date \_\_\_\_\_

☐ County Engineer/Superintendent of Highways

#### Department of Transportation

☐ Released for bid based on limited review


Date \_\_\_\_\_

Regional Engineer

☐ Concurrence in approval of award

Date \_\_\_\_\_

Regional Engineer

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> PUBLIC SERVICES			
<b>ITEM</b> MOSQUITO ABATEMENT	<b>APPROVAL</b>			
<p>The Public Services department received a proposal from Clarke Mosquito Control for service of mosquito abatement services. The proposal received from Clarke Mosquito Control will lock current pricing for three years with flexibility in year 2 and 3 to raise or lower service levels as designated by the Village.</p> <p>Public Services staff would like to recommend the extension of bid #1457 for the service of mosquito abatement services be awarded to Clarke Mosquito Control in the bid amount for FY 2012-13 of \$55,496.00, and if the Committee concurs, the following motion would be appropriate:</p> <p><b>MOTION: To recommend to the Board of Trustee's to waive competitive bidding requirements and approve the proposal for the service of mosquito abatement services to Clarke Mosquito Control for FY2012-13 in the amount of \$55,496.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGERS APPROVAL</b> 
<p><b>COMMITTEE ACTION:</b></p> <p>At the March 12<sup>th</sup> EPS meeting, the above motion was unanimously approved</p>				
<p><b>BOARD ACTION:</b></p>				



**Clarke Environmental Mosquito Management, Inc.**  
**Professional Services Outline For**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

**Part I. General Service**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Hinsdale additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels (including NPDES)

**Part II. Surveillance and Monitoring**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Hinsdale representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
  - 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing VecTest® technology for West Nile Virus.
  - 2. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Hinsdale to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

**Part III. Larval Control**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Seventeen (17) inspections
  - 1. Fourteen (14) complete inspections of up to twenty-four (24) sites as outlined by most recent Clarke GIS Survey.
  - 2. Three (3) targeted inspections of up to fifteen (15) known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.



- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and Altosid®.
  - 1. The program provides for fifty-one (51) acres of VectoBac® larviciding with backpack or hand equipment.
- D. Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control in known breeding habitats.
- E. Catch Basin Control:
  - 1. Catch Basins: One (1) treatments of up to 1,705 street side catch basins, inlets and manholes with Altosid® XR briquettes or a sustained slow release insecticide.
  - 2. Catch Basins: One (1) treatment (Booster) of up to 1,705 street-side catch basins, inlets, and manholes with Vectolex® WSP, slow release insecticide, for late season control.

#### **Part IV. Adult Control**

- A. Adulticiding in mosquito harborage areas:
  - 1. As authorized by the Village of Hinsdale, truck Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for any community special events will be charged at \$385.00 per treatment.
- B. Adulticiding in Residential Areas:
  - 1. As authorized by village staff, community-wide truck ULV treatments of up to 46.5 miles of streets with Anvil® 10+10 or synthetic pyrethroid insecticide. Any authorized applications will be priced at \$5,517.00 per treatment.
- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

**2012 EMM Payment Total Cost for Parts I, II, III, IV\*\***

**\$55,946.00**

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.**  
**Client Agreement and Authorization**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

- I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2012 Professional Services Cost Outline, the total for the 2012 program is \$55,496.00. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Village of Hinsdale has the option to extend this program and re-negotiate the contract services for 2013 and 2014 at the same rates as the 2012 agreement.

**PROGRAM PAYMENT PLAN**

Month	2011	2012
June	\$13,784.00	\$13,784.00
July	\$13,784.00	\$13,784.00
August	\$13,784.00	\$13,784.00
September	\$13,784.00	\$13,784.00
<b>TOTAL</b>	<b>\$55,496.00</b>	<b>\$55,496.00</b>

II. **Approved Contract Period and Agreement:**

- ☐ **2012 thru 2014 Season**

*The Village of Hinsdale has the option to extend this program on a yearly basis for the 2013 and 2014 seasons with a base rate the same as the 2012 agreement. Adjustments for the 2013 and 2014 seasons will remain flexible with the potential for lower/higher service levels, as designated by the Village of Hinsdale.*

**For Village of Hinsdale:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name: \_\_\_\_\_ Title: Control Consultant Date: 02/23/2012  
Tom Kessler



**Clarke Environmental Mosquito Management, Inc.**  
**Client Authorization**  
**The 2012 Village of Hinsdale**  
**Environmental Mosquito Management (EMM) Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
E-mail: \_\_\_\_\_

**\*\*In an effort to be more sustainable, we ask that you provide us with an  
Email address that the invoices should be sent to.\*\***

**Treatment Address (if different from above):**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person for Village of Hinsdale:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_


**Alternate Contact Person for Village of Hinsdale:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Tom Kessler  
110 E. Irving Park Road, 4<sup>th</sup> Floor, Roselle, IL 60172-9963 or Fax at (630) 894-1774

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b>		<b>DEPARTMENT PUBLIC SERVICES</b>		
<b>ITEM 60 HP PUMP MOTOR REPLACEMENT</b>		<b>APPROVAL</b>		
<p>There is \$25,000 budgeted in the Water &amp; Sewer Department operations and maintenance fund (6102-7918) to complete the removal and replacement of a 60 hp pump motor and cleaning and inspection of the existing pump assembly, which is located in the Water Plant building. The current motor was installed new in 1993 and rebuilt in 2003. Staff has received 3 quotes for this service. The low quote received was from Municipal Well &amp; Pump, in the amount of \$12,910.00. The three quotes received are under the presumption that the existing pump assembly is able to be re-used. In the event this is not possible, staff will have repairs made with approval from the Village Manager, not to exceed the budgeted amount of \$25,000.00.</p> <p>Public Services staff would like to recommend to Committee the award for the services of replacement of the 60 hp pump motor and cleaning and inspection of the pump assembly located in the Water Plant building to Municipal Well and Pump, in the amount of \$12,910.00, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To approve the removal and replacement of a 60 hp pump motor and cleaning and inspection of pump assembly to Municipal Well and Pump, in the amount of \$12,910.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<p>At the March 12<sup>th</sup> EPS meeting, the above motion was unanimously approved.</p>				
<b>BOARD ACTION:</b>				





February 23, 2012

# MUNICIPAL

## WELL & PUMP

A Division of Municipal Water Services, Inc.

Village of Hinsdale  
225 Symonds Drive  
Hinsdale, IL 60521-3489

Attn: Mr. Mark Pelkowski, Lead Water Operator

Re: 60HP Booster Repair

Dear Mark:

Having reviewed the project site and scope of services requested with you last week, we are pleased to provide pricing for the removal and inspection of the booster pump, in addition to furnish pricing for a new 60HP Vertical Motor motor and new 10-inch Wafer check valve.

Our scope of services will include the following:

1. Mobilization to jobsite
2. Lock-out/Tag-out and site safety inspection meeting(to be conducted daily)
3. Remove existing 60HP booster pump
4. Disassemble & inspect entire assembly
5. Furnish complete report on equipment and recommended repairs
6. Furnish & Install new 60HP Vertical Motor, WP1 motor
7. Furnish & install new 10-inch Wafer Check Valve & Bolting
8. Install repaired pump per report
9. Start-up & test
10. Conduct vibration analysis
11. Furnish operation & maintenance manuals
12. Demobilization to shop

After review of our scope, in addition to our proposal sheet attached, please do not hesitate to contact our office should you have any questions concerning the proposed work. We are readily available to perform the work, in addition to conforming to Illinois Prevailing wages and the Illinois Preference Act, HB 6349 which outlines State requirements for Illinois workers.

We look forward to being of service to you and the Village of Hinsdale.

Very Truly Yours,  
MUNICIPAL WELL & PUMP

***Dick Milaeger***

Richard N. Milaeger  
Vice President

Enclosure: Proposal Outline



**MUNICIPAL**  
WELL & PUMP

**Project Proposal**

Re: Hinsdale 60HP Booster Repairs

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Labor to Remove & Inspect Booster	1	Lsum	3,390.00	\$ 3,390.00
2	New 60HP Motor	1	each	3,880.00	3,880.00
3	New 10" Valmatic Check Valve, installed	1	each	2,250.00	2,250.00
4	Labor to Install Booster	1	Lsum	3,390.00	3,390.00
5				-	-
6				-	-
7				-	-
8				-	-
9				-	-
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35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
<b>Total Project Proposal</b>					<b>12,910.00</b>

Dated: February 22, 2012

By: Dick Milaeger

Dick Milaeger  
Vice President Sales  
Municipal Well & Pump

February 6, 2012

Mr. Mark Pelkowski  
Village of Hinsdale  
225 Symonds Drive  
Hinsdale, IL 60521-3489

**RE: 60 HP Pump Maintenance Proposal**

Dear Mr. Pelkowski:

As you requested, we have updated our pricing for the removal and inspection of your 60 HP booster pumping assembly. This pumping assembly was last serviced by Layne in 1992.

As with all projects of this nature we propose to conduct the repairs on a time and materials basis in accordance with the rates and terms established in the enclosed Work Order form. After further review of the site constraints by Layne's safety department the procedure for pump removal and installation will be modified from previous years to ensure a safe working environment. This will include a 3 man crew, confined space, and flotation equipment. The project will begin by mobilizing a three man crew to the site to remove the existing pumping assembly for inspection. The motor will be taken to a motor shop for disassembly and inspection and the bowl and column assemblies will be completely disassembled, sandblasted and inspected in our machine shop in Aurora, IL. Once this inspection is complete the Village will receive a detailed inspection report with our repair recommendations and the costs associated with these recommendations. No repairs will begin without the Village's prior approval. Upon completion of these repairs we will return and reinstall the pumping assembly and conduct pump startup to ensure that all components are operating as designed.

We estimate that the removal and eventual reinstallation of this pumping assembly will require 24 hours of a three man crew with hand tools and a service truck (\$406.00/hr), an estimated total cost of \$9,744.00. We assume that the chain hoist in the pump room is in adequate working condition and is available for our use during pump removal. Pump disassembly, sandblasting, and inspection will be approximately \$1,724.00.

As we discussed, a new 60 HP motor can be provided upon reinstallation for a cost of \$4,648.00. If the Village elects to purchase a new motor the existing 60 HP motor may be repairable as a spare. If the Village would like to have the existing motor disassembled and inspected the cost will be \$400.00.

A new 10" Valmatic 1400 check valve can be provided for \$1,464.00. This will be installed when we return to install the repaired pumping assembly.



17,980

Village of Hinsdale, IL  
Re: 60 HP Pump Maintenance Proposal  
February 6, 2012

Page 2 of 2

Layne values our longstanding relationship with the Village of Hinsdale and is looking forward to the possibility of again being of service to the Village. Please do not hesitate to contact me with any questions regarding this project or to discuss this proposal in more detail. I am always available either in the office at 630.897.6941 or on my mobile at 708.243.3673. If you desire to proceed, please sign and return a copy of this letter to our Aurora office. We should be able to mobilize a service crew within two weeks of receiving your signed approval.

Respectfully,

**Layne Christensen Company**

Christopher G. Peschang, P.E.  
Business Development Manager

Enclosures

Authorization to Proceed

\_\_\_\_\_  
Village of Hinsdale, IL

\_\_\_\_\_  
Date





## WORK ORDER

## LAYNE CHRISTENSEN COMPANY

## PROFESSIONAL SERVICES FOR WATER SYSTEMS

721 West Illinois Avenue • Aurora, Illinois 60506-2892 • 630/897-6941  
229 West Indiana Avenue • Beecher, Illinois 60401 • 708/946-2244

Purchaser Village of Hinsdale  
Address 225 Symonds Drive  
Job Location Hinsdale, IL 60521-3489

The undersigned Purchaser hereby instructs Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

- |   |                            |
|---|----------------------------|
| 1. Serviceman or machinist with hand tools.....   | \$ 136.00 per hour         |
| 2. Serviceman with service truck and tools or welding truck .....                                     | 166.00 per hour            |
| 3. Machinist with machine shop equipment .....  | 153.00 per hour            |
| 4. Machinist with 12" pipe threading machine .....  | 179.00 per hour            |
| 5. Serviceman with small hoist or winch truck or sandblast equipment .....                            | 202.00 per hour            |
| 6. Operator and backhoe.....  | 203.00 per hour            |
| 7. Serviceman with small service rig or large hoist or flatbed crane .....                            | 214.00 per hour            |
| 8. Serviceman with large service rig or large cable tool rig or 15 ton truck crane.....               | 252.00 per hour            |
| 9. Helpers (per helper) .....   | 120.00 per hour            |
| 10. Time and one half rate for serviceman .....   | add 68.00 per hour         |
| 11. Double time rate for serviceman.....  | add 136.00 per hour        |
| 12. Time and one half rate for helpers (per helper) .....   | add 60.00 per hour         |
| 13. Double time rate for helpers (per helper) .....   | add 120.00 per hour        |
| 14. Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate above: |                            |
| (a) Auto.....   | 0.55 per mile              |
| (b) Pickup truck .....  | 0.70 per mile              |
| (c) One-ton truck.....  | 1.00 per mile              |
| (d) Flat-bed truck.....   | 2.20 per mile              |
| (e) Semi-trailer truck.....   | 2.75 per mile              |
| 15. Per Diem:   |                            |
| (a) Over 45 miles to 96 miles radius from base.....   | 35.00 + motel cost/man/day |
| (b) Over 96 miles from base .....   | 40.00 + motel cost/man/day |

## Remarks:

Per proposal dated 2/6/12 for repairs to 60 HP high service pump.

NOTE: The final invoice will reflect the actual time and materials used on the job multiplied by the unit rates/prices indicated above and in any estimates provided. Any applicable taxes are not included and would be added to the invoice.

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

100111

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

## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion or work hereunder.

**INSURANCE:** Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option may maintain such insurance as will protect it against claims arising out of the work.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies for as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay any and all attorney's fees and court costs should attorneys be utilized or court proceedings initiated to collect past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**GUARANTEE AND LIABILITY:** Contractor warrants that its services will be performed in conformity with the standard of care in effect in its industry at the time of performance of such services. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, caused of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligence act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, caused of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

**INTERPRETATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

**ASSIGNMENT & SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

# Metropolitan Industries

37 Forestwood Drive  
Romeoville IL, 60446

## Quote

No. Q12-06

Name	Metropolitan Industries, Inc.		
Address			
Phone		Fax	

Date	2/8/2012
Contact	Ray Thoms
Title	
Dept.	Service

Qty	Description	Unit Price	TOTAL
1	<b>Remove and Replace Vertical Pump, Motor and Check Valve</b> Remove existing motor, vertical turbine pump and 10" discharge check valve. Load motor and pump on truck (provided by Metropolitan) Take delivery and reinstall vertical turbine pump and motor. Furnish and install new ValMatic 10" wafer silent check valve. Furnish new bolts and gaskets.	20,400.00	20,400.00
1	labor to inspect the pump and motor, quote repairs seperately		1,840.00
<b>Clarifications:</b> Our standard insurance coverages will be supplied  No electrical work No taxes,bonds or permits			

Name	Hinsdale Pump Station	
Ref. No.		Delivery

SubTotal	\$	22,240.00
<b>Total</b>	<b>\$</b>	<b>22,240.00</b>

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING</b> <b>DEPARTMENT PUBLIC SERVICES</b>
<b>ITEM</b> Bid #1511 Gravity filter media removal & replacement	<b>APPROVAL</b>

There is \$45,000.00 budgeted in Water & Sewer Operations (6102-7918) to replace the filtration media located at the Water Plant building which is utilized to ensure proper filtration when Village wells are operating. Staff received 2 bids on February 29, 2012 for this service. The low bidder was Layne Christensen Company with a bid comparison price of \$53,793.00. While this price is over the budgeted amount, staff would like to ask Committee to utilize \$8,793.00 from the fire hydrant account (6103-7912) which currently has a balance of \$10,000.00 to have this work completed. A bid comparison is attached.

Public Services staff would like to recommend to Committee the award of bid #1511 for the services of gravity filter media removal and replacement to Layne Christensen Company per bid unit pricing, and if Committee concurs the following motion would be appropriate:

**MOTION: To award bid #1511, for the service of gravity filter media removal and replacement, to Layne Christensen Company in the bid amount of \$53,793.00.**

**STAFF APPROVALS**

				MANAGER'S
APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL 

**COMMITTEE ACTION:**

**At the March 12<sup>th</sup> EPS meeting, the above motion was unanimously approved.**

**BOARD ACTION:**



PROJECT NUMBER: 1511

PROJECT NAME: GRAVITY FILTER MEDIA REMOVAL & REPLACEMENT

DATE: February 29, 2012

BUDGET: Budget Amount \$45,000

Name:  
Address:

Bid Security:

	ME Simpson Co., Inc. PO Box 1995 Valparaiso, IN 46384-1995	Layne Christensen Co 721 W Illinois Ave Aurora, IL 60506	All Service Contracting Co 2024 E. Damon Ave. Decatur, IL 62526
	NO BID	10% bid bond	10% Bbid bond

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Media removal	1		0.0000	0.00	19715.0000	19715.00	15737.0000	15737.00		
2	Materials	1		0.00	0.00	19465.000	19465.00	13504.68	13504.68		
3	Media replacement	1		0.00	0.00	14613.000	14613.00	26538.00	26538.00		
Extended Totals					0.00		53793.00		55779.68		

**Thomas Bueser**

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**From:** George Franco

**Sent:** Thursday, March 01, 2012 11:07 AM

**To:** David Cook

**Cc:** Darrell Langlois; Thomas Bueser

David

Darrell has adjusted the Est, Actual for the Media change out at Water Plant using fire hydrant money to cover the higher bids Approx, \$8000.00 We will add to the EPS Memo's.

Thank You

George Franco

Director Of Public Services

Village Of Hinsdale

19 E Chicago Ave

Hinsdale Ill 60521




630-789-7041

630-789-7046 fax

[gfranco@villageofhinsdale.org](mailto:gfranco@villageofhinsdale.org)

DATE: March 20, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT Community Development</b>			
<b>ITEM</b> Case A-37-2011– Applicant: the Village of Hinsdale – Request: Text Amendment to Section 12-206 (Definitions), as it relates to the definition of “Attached Garage”.	<b>APPROVAL</b>			
<p>Staff has been asked to define what constitutes an attached vs. detached garage. None of the codes adopted by the Village define this and as result, we have generally relied on the definition in the Dictionary of Architecture and Construction used by the department for many years. We have used this publication rather than to rely on Webster’s, as we felt that their definition was too vague. It should be noted that this has only come up as an issue recently due to what applicants want to do with the spaces over these “attached” garages and the slippery slope our present interpretation creates when it comes to these cases. Our Village Attorney has recommended that we pursue a text amendment to define an “attached garage” in order to avoid confusion and help clarify where in the range of definitions the Village would like to be.</p> <p>Staff feels that the most conservative approach would be to define an “attached garage” as follows; <i>Attached Garage: A garage abutting the principal structure or connected via conditioned area as defined by the building code.</i></p> <p>The 2006 International Residential Code defines “conditioned area” as “That area within a building provided with heating and/or cooling systems or appliances capable of maintaining, through design or heat loss/gain, 68 degrees Fahrenheit during the heating season and/or 80 degrees Fahrenheit during the cooling season, or has a fixed opening directly adjacent to a conditioned area.</p> <p>At the February 8, 2012 Plan Commission meeting the commission reviewed the application submitted by the Village of Hinsdale and recommended approval, on an 8-0 vote (1 absent), the approval for a Text Amendment to Section 12-206 (Definitions), as it relates to the definition of “Attached Garage”.</p> <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p> <p><b>MOTION:</b>     <b>Move that the Board of Trustees approve an “Ordinance Amending Article XII (Applicability and Interpretation), Section 12-206 (Definitions) of the Hinsdale Zoning Code as it Relates to the Definition of “Attached Garage””.</b></p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER’S APPROVAL 
<b>COMMITTEE ACTION:</b> On February 27, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
<b>BOARD ACTION:</b>				

## HINSDALE PLAN COMMISSION

**RE: Case A-37-2011 - Applicant: Village of Hinsdale – Request: Text Amendment to Section 12-206 (Definitions), as it relates to the definition of “Attached Garage”.**

**DATE OF PLAN COMMISSION REVIEW: February 8, 2012**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: February 27, 2012**

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

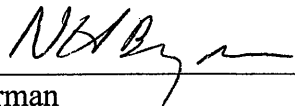
1. The Applicant, the Village of Hinsdale, submitted an application to Section 12-206 (Definitions), as it relates to the definition of “Attached Garage”.
2. The Plan Commission heard testimony from Village Staff regarding the proposed text amendment at the Plan Commission meeting of February 8, 2012.
3. Certain Commissioners expressed concerns with the strictness of the language, however they ultimately agreed that the language, as constructed by staff, was appropriate and could be modified at a later date should the need arise.
4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

#### II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of eight (8) “Ayes”, zero (0) “Nays” and one (1) “Absent” recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

THE HINSDALE PLAN COMMISSION

By:

  
Chairman

Dated this 14<sup>th</sup> day of March, 2012.

VILLAGE OF HINSDALE

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

**AN ORDINANCE AMENDING ARTICLE XII ("APPLICABILITY AND INTERPRETATION"), SECTION 12-206 ("DEFINITIONS") OF THE HINSDALE ZONING CODE AS IT RELATES TO THE DEFINITION OF "ATTACHED GARAGES"**

**WHEREAS**, the Village of Hinsdale (the "Village") has filed an application pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 12-206 of the Zoning Code adding a definition of "attached garage" to the Code (the "Application"); and

**WHEREAS**, the Village's Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code, as amended; and

**WHEREAS**, on February 8, 2012, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of 8 in favor, 0 against and 1 absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-37-2011 ("Findings and Recommendation"); and

**WHEREAS**, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on February 27, 2012, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

**WHEREAS**, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and all of the facts and circumstances affecting the Application.

**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:** Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

**Section 2:** Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission,

recommendation of the Zoning and Public Safety Committee and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

**Section 3:** Amendment. Article XII (Applicability and Interpretation), Section 12-206 (Definitions) of the Hinsdale Zoning Code be and is hereby amended by adding the definition of "Attached Garage" between the definitions of "Attached Dwelling" and "Attention Getting Device," to read in its entirety as follows:

*"Attached Garage: A garage abutting the principal structure or connected via conditioned area as defined by the building code."*

**Section 4:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. 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 5:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

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

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

ATTEST:

---

Christine M. Bruton, Village Clerk

DATE March 16, 2012

<b>AGENDA SECTION</b>	ACA	<b>ORIGINATING DEPARTMENT</b>	Finance		
<b>ITEM</b>	Accounts Payable	<b>APPROVED</b>	Darrell Langlois Assistant Village Manager/Director of Finance		
<p>At the meeting of March 20, 2012 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p><b>Motion:</b> To move approval and payment of the accounts payable for the period of March 3, 2012 through March 16 2012 in the aggregate amount of \$511,254.99 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>					
<b>STAFF APPROVALS</b>					
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>	
<b>COMMITTEE ACTION:</b>					
<b>BOARD ACTION:</b>					



**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1519**

**FOR PERIOD March 03, 2012 through March 16, 2012**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$511,254.99 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 3/15/12  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale  
Warrant # 1519  
Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
Corporate Fund	10000	88,522.82	-	88,522.82
Capital Project Fund	45300	20,493.59	-	20,493.59
Woodlands SSA	48100	4,300.00	-	4,300.00
Water & Sewer Operations	61061	204,157.10	-	204,157.10
Escrow Funds	72100	19,620.00	-	19,620.00
Payroll Revolving Fund	79000	8,068.58	165,997.35	174,065.93
Library Operations	99000	95.55	-	95.55
<b>Total</b>		<b>345,257.64</b>	<b>165,997.35</b>	<b>511,254.99</b>

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
1ST CUT LANDSCAPING SERVIC		
65220 CONT BD/419 N MADISON	20187	500.00
	CHECK NO. 89575	500.00
ADT SECURITY SERVICES INC		
65179 TIME/REPAIR	57744262	37.32
	CHECK NO. 89576	37.32
AIR ONE EQUIPMENT		
65169 METER CALIBRATE	78926	280.00
65170 CALIBRATE	77784	210.00
	CHECK NO. 89577	490.00
ALL STAR AUTO GLASS		
65195 WINDOW REPAIR	WOB85661	69.95
	CHECK NO. 89578	69.95
ALLIED WASTE SERVICES 551		
65298 WASTE STICKERS	0551009211240	2600.00
	CHECK NO. 89579	2600.00
AMERICAN MESSAGING		
65208 PAGERS	U1153710MC	72.45
	CHECK NO. 89580	72.45
ANAGNOS DOOR CO INC		
65156 PW DOOR	1119110	278.00
	CHECK NO. 89581	278.00
ANDRES MEDICAL BILLING LT		
65330 FEBRUARY CHARGES	29797	1573.94
	CHECK NO. 89582	1573.94
AQUA PURE ENTERPRISES		
65337 CLASS	78092	675.00
	CHECK NO. 89583	675.00
ARAMARK UNIFORM SERVICES		
65204 UNIFORMS	7017567724	152.80
65335 UNIFORMS	7017575746	152.80
	CHECK NO. 89584	305.60
ARTLOW SYSTEMS		
65203 SHOWER BASES	15812	1500.00
	CHECK NO. 89585	1500.00
BACKGROUNDS ONLINE		

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
BACKGROUNDS ONLINE		
65325 BACKGROUND CHECKS	427275	48.45
	CHECK NO. 89586	48.45
BLOOM, BRADLEY		
65236 CLOTHING REIMBURSEMENT	60653	149.55
65339 REIMBURSTMENT	60655	60.00
	CHECK NO. 89587	209.55
BONO CSR KATHLEEN W.		
65331 V-1-12	5724	252.00
65332 A-37-11	5715	396.00
	CHECK NO. 89588	648.00
BOSSERT RICHARD		
65237 SAFETY BOOTS	58805	85.00
	CHECK NO. 89589	85.00
BRYCE DOWNEY & LENKOV		
65309 LEGAL SERVICES	167061	607.50
	CHECK NO. 89590	607.50
BUILD-A-BEAR WORKSHOP		
65312 FIRE SUPPLIES	39806	398.06
	CHECK NO. 89591	398.06
BURRIS EQUIPMENT CO		
65186 SEAL KIT	PS67156	72.99
65198 TIE ROD ENDS	PS67186	69.30
	CHECK NO. 89592	142.29
BUTTREY RENTAL SERVICE IN		
65326 PADDLE LIGHTS	143314	95.00
	CHECK NO. 89593	95.00
CANNON BUSINESS SOLUTIONS		
65154 MICRO FICHE	122087451	163.94
	CHECK NO. 89594	163.94
CARLIN, MARYBETH		
65342 CLASS REFUND	105572	80.00
	CHECK NO. 89595	80.00
CASE LOTS INC		
65144 PAPER GOODS	038355	285.20
65209 PAPER GOODS	038552	179.60
65313 DISPENSERS	038595	109.55

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CASE LOTS INC	CHECK NO. 89596		574.35
CDW-GOVERNMENT INC.			
65184 COMP STAND	0386531	109.65	
	CHECK NO. 89597		109.65
CINTAS			
65142 RUGS TOWELS ETC	769755770	284.54	
65202 RUGS TOWELS ETC	769759652	208.56	
	CHECK NO. 89598		493.10
CIT TECNOLOGY FIN SERV IN			
65181 ALARM	20968680	152.50	
	CHECK NO. 89599		152.50
CLARK BAIRD SMITH LLP			
65345 LEGAL FEES	1696	4371.25	
	CHECK NO. 89600		4371.25
CLARK DIETZ ENGINEERS			
65190 #14 OAK ST BRIDGE	14	20493.59	
	CHECK NO. 89601		20493.59
CLASS ACT			
65189 DEPOSIT	24843	200.00	
	CHECK NO. 89602		200.00
COMCAST			
65231 WP/PW CABLE	0036815-03/12	98.53	
65232 FD/PD CABLE	0036781-03/12	158.58	
65233 KLM LODGE	0036807-03/12	93.58	
65234 VILLAGE HALL	0036757-03/12	158.58	
65235 POOL	0037136-03/12	132.00	
	CHECK NO. 89603		641.27
COMED			
65172 CLAY STREET	0075151076-02/12	649.14	
65173 SYMONDS	0417073048-02/12	459.12	
65174 UNIQ THURSDAY	6583006139-02/12	25.49	
65175 PKG LOT	2838114008-02/12	49.58	
65176 SPINNING WHEEL	1131101044-02/12	479.01	
65304 TRAFFIC SIGNALS	1653148069-02/12	37.33	
	CHECK NO. 89604		1699.67
COMMERCIAL COFFEE SERVICE			
65205 COFFEE SUPPLIES	111739	112.50	

PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
COMMERCIAL COFFEE SERVICE				
	CHECK NO. 89605			112.50
DAVE SOLTWISCH PLUMBING				
65152 WP REPAIRS	44166		1004.69	
	CHECK NO. 89606			1004.69
DIRECT ADVANTAGE INC				
65301 PROFESSIONAL MARKETING	4188		5765.00	
	CHECK NO. 89607			5765.00
DOCU-SHRED, INC.				
65316 SHREDDING	27484		60.00	
	CHECK NO. 89608			60.00
DUPAGE COUNTY RECORDER				
65299 RECORDING FEES	201202100221		79.00	
	CHECK NO. 89609			79.00
DUPAGE MAYORS & MANAGERS				
65149 LUNCH MEETING	6915		55.00	
	CHECK NO. 89610			55.00
DUPAGE WATER COMMISSION				
65305 WATER	09534		183028.36	
	CHECK NO. 89611			183028.36
EXELON ENGERY INC				
65171 TRANSFORMER	100421800290		2193.53	
65180 STREET LIGHTS	200213900200		8513.50	
65323 STREET LIGHTING	200239600200		520.18	
	CHECK NO. 89612			11227.21
FEDERAL SIGNAL CORP				
65197 ADAPTERS	60648		55.90	
	CHECK NO. 89613			55.90
FIRESTONE STORES				
65147 TIRE REPAIR	087998		279.98	
	CHECK NO. 89614			279.98
FIRST COMMUNICATIONS				
65334 NEW PHONE SYSTEM	11290295		4.65	
	CHECK NO. 89615			4.65
FULLERS HOME & HARDWARE				
65148 ASST HARDWARE	134361/358		453.77	

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
FULLERS HOME & HARDWARE	CHECK NO. 89616	453.77
FULLERS SERVICE CENTER IN		
65146 CAR WASHES/OIL CHARGES	83622083320	635.20
	CHECK NO. 89617	635.20
VOID	VOID	
	CHECK NO. 89618	VOID
GENES TIRE SERVICE		
65320 TIRE	095682	30.60
	CHECK NO. 89619	30.60
GRAINGER, INC.		
65207 MISC PARTS	9768992746/7984/	136.97
65228 HOOKS	9766877394	19.16
65315 BRACKETS	9770845999	39.65
	CHECK NO. 89620	195.78
GRAPHIC ENTERPRISES INC		
65185 OVERAGE CHARGES	AR268493	10.78
	CHECK NO. 89621	10.78
GRAY, LESLIE		
65341 CLASS REFUND	105587	166.00
	CHECK NO. 89622	166.00
HD SUPPLY WATERWORKS		
65138 WATER MAIN PARTS	4450432/4560/814	6164.93
65139 WATER MAIN SUPPLIES	4443113/3986	140.00
	CHECK NO. 89623	6304.93
HOBBY LOBBY CORPORATE		
65307 LIBRARY CASE	9107436	54.16
	CHECK NO. 89624	54.16
ICE MOUNTAIN WATER		
65302 REFRESHMENTS	02B0120706023	19.31
	CHECK NO. 89625	19.31
INDUSTRIAL ELECTRIC		
65160 ELECTRICAL SUPPLIES	205691/741/2	870.30
	CHECK NO. 89626	870.30
INTERNATIONAL EXTERMINATO		

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
INTERNATIONAL EXTERMINATO		
65206 EXT FEES	31272449	208.00
	CHECK NO. 89627	208.00
INTERNATIONAL SOCIETY OF		
65319 RECERTIFIED	60223	100.00
	CHECK NO. 89628	100.00
IRMA		
65303 DEDUCTIBLES	11235/8260/11281	5064.05
	CHECK NO. 89629	5064.05
IVES, DANIEL & JOY		
65221 CONT BD/735 S GARFIELD	20179	5000.00
	CHECK NO. 89630	5000.00
JAMES J BENES & ASSOC INC		
65327 PLAN REVIEW	1209188	1600.00
	CHECK NO. 89631	1600.00
KEEN EDGE CO		
65201 MUFFLER	576659	21.71
	CHECK NO. 89632	21.71
KIEFT BROS INC		
65158 CONCRETE REPAIRS	183752	402.00
	CHECK NO. 89633	402.00
KINGS LANDSCAPING CO		
65223 CONT BD/622 W NORTH	20125	500.00
65224 CONT BD/505 N ADAMS	19689	500.00
65225 CONT BD/615 S ADAMS	19640	500.00
65226 CONT BD/615 S ADAMS	19575	500.00
65227 CONT BD/539 N COUNTY LINE	18866	500.00
	CHECK NO. 89634	2500.00
KLYGIS, LINAS		
65212 REFUND DOUBLE PAYMENT	110450	675.00
	CHECK NO. 89635	675.00
LAMANTIA BLDG & SUPPLY		
65214 CONT BD/826 S BRUNER	020400	2000.00
	CHECK NO. 89636	2000.00
MALLIO-BARONI		
65219 CONT BD/808 S VINE	20385	500.00
	CHECK NO. 89637	500.00



PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
MCBRIDE, WARREN				
65217 CONT BD/108 E OGDEN	20499		500.00	
	CHECK NO.	89638		500.00
MCELROY, TIM				
65321 CLASS REFUND	60831		30.00	
	CHECK NO.	89639		30.00
MCMASTER-CARR SUPPLY CO				
65192 PIPE	18944214		154.74	
	CHECK NO.	89640		154.74
MGBODILLE, NNANEME				
65222 CONT BD/422 BRIARGATE	19989		1500.00	
	CHECK NO.	89641		1500.00
MICRO CENTER A/R				
65191 FLASH DRIVES	2764286		39.95	
	CHECK NO.	89642		39.95
MINER ELECTRONICS				
65163 SQUAD REPAIRS	244313		190.00	
65300 SQUAD REPAIRS	244212		323.22	
	CHECK NO.	89643		513.22
MORPHOTRAK SAFRAN GROUP				
65155 LIVE SCAN	107653		1920.00	
	CHECK NO.	89644		1920.00
MOTIVE PARTS CO FMP				
65177 AUTO PARTS	410287/416656		643.33	
	CHECK NO.	89645		643.33
MOTOROLA				
65308 RADIO REPAIR	SR98059		246.25	
	CHECK NO.	89646		246.25
MPower PARTNERS				
65215 CONT BD/32 S WASHINGTON	20573		500.00	
	CHECK NO.	89647		500.00
NAPA AUTO PARTS				
65162 AUTO PARTS	199830/200066		897.42	
	CHECK NO.	89648		897.42
NATIONAL SOCIETY OF				
65229 MEMBERSHIP	56403		140.00	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
NATIONAL SOCIETY OF	CHECK NO. 89649		140.00
NEOPOST USA INC			
65210 POSTAGE SUPPLIES	13645462	41.99	
	CHECK NO. 89650		41.99
NEUCO INC			
65153 CONTROL MOTOR	275366	1020.93	
	CHECK NO. 89651		1020.93
NICOR GAS			
65182 YOUTH CENTER	9007790000-02/12	304.07	
65333 350 N VINE	1327011000-02/12	368.99	
	CHECK NO. 89652		673.06
NORMANDY BUILDERS			
65213 CONT BD/840 S ELM	19879	5000.00	
65329 BAL DUE CONT BD	20496-1	620.00	
	CHECK NO. 89653		5620.00
NORTH AMERICAN SALT CO.			
65151 ROAD SALT	70805513	6871.46	
	CHECK NO. 89654		6871.46
OCCUPATIONAL HEALTH CTR			
65322 PRE EMPLOYMENT	1006628905	50.00	
	CHECK NO. 89655		50.00
PC KING			
65193 COMPUTER REPAIRS	47116	55.00	
	CHECK NO. 89656		55.00
PERMA SEAL			
65216 CONT BD/124 E 6TH	20569	500.00	
	CHECK NO. 89657		500.00
PHILLIPS FLORIST			
65167 FLOWERS	0835201	105.90	
	CHECK NO. 89658		105.90
PIECZYNSKI, LINDA			
65183 PROSECUTOR	5412	1307.00	
	CHECK NO. 89659		1307.00
PIZZAZZ PROMOTIONAL			
65194 POSTER	51172	135.00	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
PIZZAZZ PROMOTIONAL	CHECK NO. 89660		135.00
RAILROAD MANAGEMENT CO			
65199 LICENSE FEE	283141	120.79	
	CHECK NO. 89661		120.79
RAY OHERRON CO INC			
65157 AMMO BOX	0045469	654.00	
	CHECK NO. 89662		654.00
ROBBINS SCHWARTZ NICHOLA			
65178 LEGAL SERVICES	240782	3708.75	
65346 LEGAL SERVICES	240936	1397.50	
	CHECK NO. 89663		5106.25
RUSO POWER EQUIPMENT			
65188 PARTS	1221004	76.08	
	CHECK NO. 89664		76.08
SECRETARY OF STATE			
65324 PLATE RENEWALS	60654	198.00	
	CHECK NO. 89665		198.00
SERVICE FORMS & GRAPHICS			
65310 BUSINESS CARDS	139925	42.90	
	CHECK NO. 89666		42.90
SHERWIN INDUSTRIES, INC			
65318 BARRICADE	SS045193	246.50	
	CHECK NO. 89667		246.50
SPIRAL BINDING CO INC			
65143 BINDING	S11024267	904.12	
	CHECK NO. 89668		904.12
SPORTS R US			
65145 INSTALLATION *REIMB EXP*	1611	936.00	
	CHECK NO. 89669		936.00
STATE INDUSTRIAL PRODUCTS			
65343 SOAP ETC	95546086	330.23	
	CHECK NO. 89670		330.23
SUBURBAN LABORATORIES, IN			
65159 LAB SERVICES	16385	215.00	
	CHECK NO. 89671		215.00

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
SUBURBAN LEAP			
65211 DUES	60651	30.00	
	CHECK NO. 89672		30.00
SUREFIRE			
65196 PIPE REDUCER	4784232030	12.20	
	CHECK NO. 89673		12.20
SWCD 911			
65200 911 CHARGES	204107000-02/12	3380.00	
	CHECK NO. 89674		3380.00
THE HINSDALEAN			
65150 DISTINCTLY SHOPPERS	12505/59/618/666	936.00	
65166 EMPLOYMENT/ZONING	21595/21600	1434.30	
	CHECK NO. 89675		2370.30
THIRD MILLENIUM			
65238 VEHICLE SOFTWARE	14398	995.00	
65314 VEHICLE MAILING	14403-P	66.91	
	CHECK NO. 89676		1061.91
TIDEFLEX TECHNOLOGIES			
65161 VEECK PARK	5020468	615.00	
	CHECK NO. 89677		615.00
TOVAR SNOW PROFESSIONALS			
65344 SIDEWALK SHOVELING	00112668	675.00	
	CHECK NO. 89678		675.00
TPI BLDG CODE CONSULTANT			
65328 PLAN REVIEW	6195	9924.90	
	CHECK NO. 89679		9924.90
TRAFFIC CONTROL & PROTECT			
65338 SIGNS	72146	1702.50	
	CHECK NO. 89680		1702.50
UNITED RENTALS TRENCH			
65141 ALUMINUM BOX	101536005	6895.00	
	CHECK NO. 89681		6895.00
UPS STORE #3276			
65164 SHIPPING	1559	25.54	
	CHECK NO. 89682		25.54
US GAS			

PAYEE VOU. DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
US GAS			
65317 MEDICAL SUPPLIES	181743	64.00	
	CHECK NO. 89683		64.00
USA BLUE BOOK			
65336 VALVE ASSEMBLY	614273	503.22	
	CHECK NO. 89684		503.22
VERIZON WIRELESS			
65230 MODEUMS	2705925236	4.45	
65306 POLICE MODEUMS	2708054590	570.19	
	CHECK NO. 89685		574.64
WAREHOUSE DIRECT INC			
65140 OFFICE SUPPLIES	1470597	112.27	
	CHECK NO. 89686		112.27
YOUNG, YU			
65340 PERMIT REFUND	R-155	120.00	
	CHECK NO. 89687		120.00
ZAZU SALON & DAY SPA			
65218 CONT BD/18 E HINSDALE	20492	500.00	
	CHECK NO. 89688		500.00
ZEE MEDICAL			
65311 MEDICAL SUPPLIES	0100536798	61.59	
	CHECK NO. 89689		61.59
ZIEBELL WATER SERVICE			
65165 WATER MAIN SUPPLIES	215457	629.68	
	CHECK NO. 89690		629.68
AFLAC-FLEXONE			
65357 ALFAC OTHER	0316120000000000	298.55	
65358 AFLAC OTHER	0316120000000000	264.33	
65359 AFLAC SLAC	0316120000000000	146.40	
	CHECK NO. 89691		709.28
COLONIAL LIFE PROCCESING			
65350 COLONIAL S L A C	0316120000000000	54.33	
65351 COLONIAL OTHER	0316120000000000	27.63	
	CHECK NO. 89692		81.96
NATIONWIDE RETIREMENT SOL			
65352 USCM/PEBSCO	0316120000000000	1845.00	
65353 USCM/PEBSCO	0316120000000000	37.04	


PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
NATIONWIDE RETIREMENT SOL	CHECK NO. 89693	1882.04
NATIONWIDE TRUST CO.FSB		
65360 PEHP REGULAR	0316120000000000	2238.96
65361 PEHPPD	0316120000000000	577.18
	CHECK NO. 89694	2816.14
PELKOWSKI, MARK		
65349 CONFERENCE	89229	570.00
	CHECK NO. 89695	570.00
SAMS CLUB #6384		
65347 ASST SUPPLIES	551/379/3366	504.56
	CHECK NO. 89696	504.56
STATE DISBURSEMENT UNIT		
65362 CHILD SUPPORT	0316120000000000	1411.38
	CHECK NO. 89697	1411.38
STATE DISBURSEMENT UNIT		
65363 CHILD SUPPORT	0316120000000000	313.21
	CHECK NO. 89698	313.21
SUBURBAN LIFE PUBLICATION		
65348 EMPLOYMENT AD	0559341	693.54
	CHECK NO. 89699	693.54
THIRD MILLENIUM		
65364 ANNUAL STICKER FEE	14388	6068.78
	CHECK NO. 89700	6068.78
VILLAGE OF HINSDALE		
65354 MEDICAL REIMBURSEMENT	0316120000000000	125.00
65355 MEDICAL REIMBURSEMENT	0316120000000000	499.16
65356 DEP CARE REIMB.F/P	0316120000000000	230.41
	CHECK NO. 89701	854.57
	GRAND TOTAL	345,257.64

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1519**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Illinois Municipal Retirement Fund 3/10/2012	Employee/Employer Contributions	February 2012 Wages	68,954.91
Electronic Federal Tax Payment Systems 3/15/2012	Village Payroll # 6 - Calendar 2012	FWH	38,581.80
Electronic Federal Tax Payment Systems 3/15/2012	Village Payroll # 6 - Calendar 2012	FICA/MCARE	28,517.57
Illinois Department of Revenue 3/15/2012	Village Payroll # 6 - Calendar 2012	State Tax Withholding	15,161.22
ICMA - 457 Plans 3/15/2012	Village Payroll # 6 - Calendar 2012	Employee Withholding	12,533.72
HSA Plan Contribution 3/15/2012	Village Payroll # 6 - Calendar 2012	Employee Withholding	<u>2,248.13</u>
<b>Total Bank Wire Transfers and ACH Payments</b>			<u><b>165,997.35</b></u>
<b>Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments</b>			<u><u><b>511,254.99</b></u></u>

DATE: March 13, 2012

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>														
<b>SECTION NUMBER</b> Board of Trustees Item		<b>DEPARTMENT</b> Community Development														
<b>ITEM</b> 2012 Reconstruction Program North Washington / N. Grant Project		<b>APPROVAL</b> Daniel M. Deeter Village Engineer														
<p>On March 13, 2012, seven bids were received for the 2012 Reconstruction Program. The design consultant, Clark Dietz, Inc., has reviewed the bids and has verified that the two lowest bidders, Swallow Construction Corporation and John Neri Construction Company, Inc. are technically capable and manpower/equipment sufficient for performing the work. The budget for the project is \$4,000,000 with a capital contingency of \$300,000. The two lowest bids for the project are:</p> <table><tr><td><u>Swallow</u></td><td><u>John Neri</u></td></tr><tr><td>\$4,378,690.00</td><td>\$4,568,823.75</td></tr></table> <p>Per the attached memorandum #1, staff has researched options to reduce these bids to within the budget. Per the reasons discussed in the attached memorandum #2, staff recommends awarding the contract to John Neri Construction Company, Inc. A bid summary is attached. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done.</p> <p>Roads to be reconstructed include:</p> <table><tr><td><b>Washington</b></td><td>Maple to Ogden</td></tr><tr><td><b>Grant Street</b></td><td>North to Center</td></tr><tr><td><b>Walnut Street</b></td><td>Washington to Garfield</td></tr><tr><td><b>Lansing Street</b></td><td>Lincoln to Washington</td></tr></table> <p>The following motions are presented for the Board of Trustees' consideration. If it is the Board's decision to award to Swallow Construction, then motion 1 is appropriate. If it is the Board's decision to award to John Neri Construction Company, then motion 2 is appropriate.</p> <p><b>Motion 1: To Award the 2012 Reconstruction Program to Swallow Construction Corporation in the Amount Not to Exceed \$4,378,690.00 minus the value of the CIPP Liner for Sanitary Sewer (all sizes).</b></p> <p><b>Motion 2: To Award the 2012 Reconstruction Program to John Neri Construction Company, Inc. in the Amount Not to Exceed \$4,568,823.75 minus the value of the CIPP Liner for Sanitary Sewer (all sizes) and the Washington Street Water Main construction from Ayres to Walnut.</b></p>					<u>Swallow</u>	<u>John Neri</u>	\$4,378,690.00	\$4,568,823.75	<b>Washington</b>	Maple to Ogden	<b>Grant Street</b>	North to Center	<b>Walnut Street</b>	Washington to Garfield	<b>Lansing Street</b>	Lincoln to Washington
<u>Swallow</u>	<u>John Neri</u>															
\$4,378,690.00	\$4,568,823.75															
<b>Washington</b>	Maple to Ogden															
<b>Grant Street</b>	North to Center															
<b>Walnut Street</b>	Washington to Garfield															
<b>Lansing Street</b>	Lincoln to Washington															
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 												
<b>COMMITTEE ACTION:</b>																
<b>BOARD ACTION:</b>																



## MEMORANDUM #1

**TO:** President Cauley and Board of Trustees

**FROM:** Dan Deeter, Village Engineer

**DATE:** February 7, 2012

**RE:** 2012 Reconstruction Program  
North Washington / N. Grant Project

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The two lowest bidder from the March 13, 2012 bid opening are Swallow Construction Corporation and John Neri Construction Company, Inc. The budget for the project is \$4,000,000 with a capital contingency of \$300,000. The two lowest bids are:

<u>Swallow</u>	<u>John Neri</u>
\$4,378,690.00	\$4,568,823.75

There are several conditions which have impacted the final bid value. First, this year's MIP budget did not contemplate the addition of one block of Walnut Street which is scheduled to be constructed in 2014. The estimated value of the Walnut addition is listed below. Secondly, more utility repairs were identified during the design process than was anticipated when the master infrastructure plan (MIP) was developed. Staff has reviewed the plans and has identified the estimated value of utilities that may be deferred (def) at this time.

	<u>Swallow</u>	<u>John Neri</u>
Walnut Costs	\$ 246,313.09	\$ 274,277.75
Sewer Lining (def)	\$ 127,590.00	\$ 126,665.00
Water Main* (def)	\$ 183,606.60	\$ 165,735.22

(\*Washington Street from Ayres to Walnut)

Staff recommends that the Board of Trustees consider two options:

Option 1: Swallow Construction is awarded the bid and the construction of the sewer lining is deferred. The estimated value of the project would be reduced to \$4,251,100.00.

Option 2: Neri Construction is awarded the bid and the construction of the sewer lining and water main is deferred. The estimated value of the project would be reduced to \$4,276,423.53.

cc: David Cook, Village Manager

## MEMORANDUM #2

**TO:** President Cauley and Board of Trustees  
**FROM:** Dan Deeter, Village Engineer  
**DATE:** February 7, 2012  
**RE:** 2012 Reconstruction Program Contractor Recommendation  
North Washington / N. Grant Project

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On March 13, 2012, seven bids were received for the 2012 Reconstruction Program. The design consultant, Clark Dietz, Inc., has reviewed the bids and has verified that the two lowest bidders, Swallow Construction Corporation and John Neri Construction Company, Inc. are technically capable and manpower/equipment sufficient for performing the work.

Paragraph 4 of the Contract's "Notice to Bidders" states "The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the 'Supplemental Specifications and Recurring Special Provisions'". Included in the criteria for acceptance or rejection of a bid under the "BLRS Special Provisions for Bidding Requirements and Conditions for Contract Proposals" (attached) are:

Issuance of Proposal Forms

(g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.

Rejection of Proposals

(c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.

(f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

It is staff's opinion that Swallow Construction Corporation has an unsatisfactory performance record on projects in the Village (Garfield Street). They received a rating of 4 (poor) in the categories of organization/prosecution and cooperation (attached).

Additionally, many of their bids listed prices that were out of proportion to the bid prices for other items, and were sufficiently irregular to make the proposal ambiguous. Some of these line items include:

	<u>Swallow</u>	<u>Average Bid</u>
Top Soil Excavation & Placement	\$ 1.00	\$ 14.29
Bituminous Materials (Prime Coat)	\$ 0.01	\$ 0.22
Protective Coat	\$ 0.01	\$ 0.57
Concrete Collar	\$ 4.25	\$ 514.89
Water Valve 12"	\$7,650.00	\$2,752.00
Valve Vault, Type A, 4'-dia, Closed Lid	\$ 767.00	\$1,809.57
Valve Vault to be Removed	\$1,935.00	\$ 576.43
Removing Manholes	\$1,175.00	\$ 426.43
Removing Catch Basins	\$ 995.00	\$ 353.57
Sanitary Lateral Repair, 6" PVC	\$ 11.50	\$ 40.50
Water Service Repair, 1" to 1.5"	\$ 5.00	\$ 32.57
Pressure Connection 12 x 8 (includes gate valve)	\$ 500.00	\$5,800.00

Swallow's submitted bid was \$4,365,793.75. However, our engineering consultant, Clark Dietz, totaled the actual value of their bid to \$4,378,690.00. Clark Dietz could not find an explanation for the discrepancy.

It is staff's opinion that during construction, Swallow aggressively claims work as "an extra service" (at a higher billing rate). Staff had many such billing disputes with Swallow during the Garfield construction project. During one billing dispute, Swallow walked off the job for three weeks even though this was contrary to the IDOT standard specifications. The increased man-hours to manage the many billing disputes lead to a 9.5% increase in the Garfield construction observation contract. Thus, it is staff's opinion that the "extra services" and the increased construction observation costs during Swallow's construction will result in a final cost of the project nearer the competitor's bid.

For these reasons, staff recommends John Neri Construction Company, Inc.

cc: David Cook, Village Manager

NOTE: BIDS shall include sales tax and all other applicable taxes and fees

Bid Tabulation

Village of Hinsdale	
PROPOSED STREET IMPROVEMENTS - WASHINGTON STREET, WALNUT STREET, LANSING STREET, & GRANT STREET	Route <u>Washington, et al</u>
	County <u>Dupage/Cook</u>
	Local Agency <u>Village of Hinsdale</u>
	CDI # <u>H0030060</u>

				Swallow		John Neri		Pirtano		Glenbrook Excavating		MQ		A-Lamp		Marlam Construction			Average Unit Price		Engineer's Estimate	
Code No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		Unit Price	Total	Unit Price	Total
20101000	TREE PROTECTION FENCE	FOOT	15,000	\$ 3.00	\$ 45,000.00	\$ 2.50	\$ 37,500.00	\$ 2.10	\$ 31,500.00	\$ 1.50	\$ 22,500.00	\$ 2.25	\$ 33,750.00	\$ 2.00	\$ 30,000.00	\$ 2.00	\$ 30,000.00		\$ 2.19	\$ 32,892.86	\$ 3.00	\$ 45,000.00
20101200	TREE ROOT PRUNING	EACH	180	\$ 75.00	\$ 13,500.00	\$ 75.00	\$ 13,500.00	\$ 105.00	\$ 18,900.00	\$ 75.00	\$ 13,500.00	\$ 65.00	\$ 11,700.00	\$ 100.00	\$ 18,000.00	\$ 150.00	\$ 27,000.00		\$ 92.14	\$ 16,586.71	\$ 150.00	\$ 27,000.00
20200100	EARTH EXCAVATION	CU YD	7,800	\$ 25.00	\$ 195,000.00	\$ 18.00	\$ 140,400.00	\$ 17.00	\$ 132,600.00	\$ 22.00	\$ 171,600.00	\$ 26.50	\$ 206,700.00	\$ 30.00	\$ 234,000.00	\$ 33.00	\$ 257,400.00		\$ 24.50	\$ 191,100.00	\$ 30.00	\$ 234,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	825	\$ 17.00	\$ 10,625.00	\$ 18.00	\$ 11,250.00	\$ 19.00	\$ 11,875.00	\$ 21.85	\$ 13,656.25	\$ 26.50	\$ 16,562.50	\$ 30.00	\$ 18,750.00	\$ 33.00	\$ 20,825.00		\$ 23.62	\$ 14,763.39	\$ 30.00	\$ 18,750.00
20800150	TRENCH BACKFILL	CU YD	11,605	\$ 22.75	\$ 264,013.75	\$ 34.00	\$ 394,570.00	\$ 40.00	\$ 464,200.00	\$ 40.00	\$ 464,200.00	\$ 32.00	\$ 371,360.00	\$ 30.00	\$ 348,150.00	\$ 38.00	\$ 417,780.00		\$ 33.54	\$ 389,181.98	\$ 32.00	\$ 371,360.00
21000300	GRANULAR EMBANKMENT, SPECIAL	TON	1,285	\$ 11.25	\$ 14,456.25	\$ 16.00	\$ 20,560.00	\$ 15.00	\$ 19,275.00	\$ 14.50	\$ 18,632.50	\$ 12.50	\$ 16,062.50	\$ 30.00	\$ 38,550.00	\$ 20.00	\$ 25,700.00		\$ 17.04	\$ 21,890.89	\$ 25.00	\$ 32,125.00
21001000	GEOGRID FOR SUBGRADE STABILIZATION	SQ YD	3,500	\$ 1.15	\$ 4,025.00	\$ 3.25	\$ 11,375.00	\$ 5.50	\$ 19,250.00	\$ 3.30	\$ 11,550.00	\$ 4.00	\$ 14,000.00	\$ 1.00	\$ 3,500.00	\$ 5.00	\$ 17,500.00		\$ 3.31	\$ 11,600.00	\$ 8.00	\$ 28,000.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	465	\$ 3.00	\$ 1,395.00	\$ 15.00	\$ 6,975.00	\$ 12.00	\$ 5,580.00	\$ 6.00	\$ 3,250.00	\$ 21.00	\$ 9,765.00	\$ 30.00	\$ 13,950.00	\$ 14.00	\$ 6,510.00		\$ 14.29	\$ 6,642.86	\$ 22.00	\$ 10,230.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	7,650	\$ 5.00	\$ 38,250.00	\$ 5.00	\$ 38,250.00	\$ 6.00	\$ 45,900.00	\$ 4.25	\$ 32,512.50	\$ 5.00	\$ 38,250.00	\$ 3.00	\$ 22,950.00	\$ 4.50	\$ 34,425.00		\$ 4.68	\$ 35,791.07	\$ 4.00	\$ 30,600.00
25100125	MULCH, METHOD 3	ACRE	2	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00	\$ 12,000.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	\$ 5,500.00	\$ 11,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,900.00	\$ 5,800.00		\$ 3,585.71	\$ 7,171.43	\$ 5,000.00	\$ 10,000.00
25200100	SODDING	SQ YD	7,650	\$ 5.00	\$ 38,250.00	\$ 8.00	\$ 45,900.00	\$ 4.50	\$ 34,425.00	\$ 4.25	\$ 32,512.50	\$ 8.00	\$ 38,250.00	\$ 5.00	\$ 38,250.00	\$ 5.00	\$ 38,250.00		\$ 4.96	\$ 37,976.79	\$ 4.75	\$ 36,337.50
25200200	SUPPLEMENTAL WATERING	UNIT	345	\$ 1.00	\$ 345.00	\$ 1.00	\$ 345.00	\$ 60.00	\$ 20,700.00	\$ 10.00	\$ 3,450.00	\$ 1.00	\$ 345.00	\$ 1.00	\$ 345.00	\$ 1.00	\$ 345.00		\$ 10.71	\$ 3,696.43	\$ 10.00	\$ 3,450.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	160	\$ 1.50	\$ 240.00	\$ 2.00	\$ 320.00	\$ 3.00	\$ 480.00	\$ 2.20	\$ 352.00	\$ 1.65	\$ 264.00	\$ 5.00	\$ 800.00	\$ 3.00	\$ 480.00		\$ 2.62	\$ 419.43	\$ 3.00	\$ 480.00
28000510	INLET FILTERS	EACH	175	\$ 115.00	\$ 20,125.00	\$ 150.00	\$ 26,250.00	\$ 130.00	\$ 22,750.00	\$ 158.50	\$ 27,387.50	\$ 40.00	\$ 7,000.00	\$ 125.00	\$ 21,875.00	\$ 150.00	\$ 26,250.00		\$ 123.79	\$ 21,682.60	\$ 125.00	\$ 21,875.00
35101588	AGGREGATE BASE COURSE, TYPE B 3"	SQ YD	2,350	\$ 1.25	\$ 2,937.50	\$ 3.00	\$ 7,050.00	\$ 2.00	\$ 4,700.00	\$ 4.00	\$ 9,400.00	\$ 2.00	\$ 4,700.00	\$ 3.00	\$ 7,050.00	\$ 5.00	\$ 11,750.00		\$ 2.89	\$ 6,795.21	\$ 4.00	\$ 9,400.00
35101700	AGGREGATE BASE COURSE, TYPE B 5"	SQ YD	935	\$ 5.50	\$ 5,142.50	\$ 4.50	\$ 4,207.50	\$ 3.00	\$ 2,805.00	\$ 8.00	\$ 5,610.00	\$ 3.00	\$ 2,805.00	\$ 5.00	\$ 4,675.00	\$ 8.00	\$ 7,480.00		\$ 5.00	\$ 4,675.00	\$ 7.00	\$ 6,545.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	845	\$ 6.50	\$ 5,492.50	\$ 5.25	\$ 4,436.25	\$ 5.00	\$ 4,225.00	\$ 7.00	\$ 5,915.00	\$ 8.00	\$ 6,760.00	\$ 6.00	\$ 5,070.00	\$ 8.50	\$ 7,182.50		\$ 6.81	\$ 5,583.04	\$ 10.00	\$ 8,450.00
35102400	AGGREGATE BASE COURSE, TYPE B 12" (SPECIAL)	SQ YD	18,800	\$ 9.00	\$ 169,200.00	\$ 11.50	\$ 216,200.00	\$ 11.00	\$ 206,800.00	\$ 10.00	\$ 188,000.00	\$ 10.00	\$ 188,000.00	\$ 11.00	\$ 206,800.00	\$ 12.00	\$ 225,600.00		\$ 10.84	\$ 200,085.71	\$ 10.00	\$ 188,000.00
40200800	AGGREGATE SURFACE COURSE, TYPE B	TON	25	\$ 20.00	\$ 500.00	\$ 15.00	\$ 375.00	\$ 17.00	\$ 425.00	\$ 15.00	\$ 375.00	\$ 15.00	\$ 375.00	\$ 20.00	\$ 500.00	\$ 32.00	\$ 800.00		\$ 19.14	\$ 476.57	\$ 38.00	\$ 950.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	1,400	\$ 0.50	\$ 700.00	\$ 10.00	\$ 14,000.00	\$ 14.00	\$ 19,600.00	\$ 15.00	\$ 21,000.00	\$ 5.00	\$ 7,000.00	\$ 10.00	\$ 14,000.00	\$ 20.00	\$ 28,000.00		\$ 10.64	\$ 14,900.00	\$ 30.00	\$ 42,000.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	8,200	\$ 0.01	\$ 62.00	\$ 0.25	\$ 1,650.00	\$ 0.05	\$ 310.00	\$ 0.10	\$ 620.00	\$ 0.01	\$ 62.00	\$ 1.00	\$ 6,200.00	\$ 0.10	\$ 620.00		\$ 0.22	\$ 1,346.29	\$ 0.10	\$ 620.00
40600300	AGGREGATE (PRIME COAT)	TON	40	\$ 1.00	\$ 40.00	\$ 25.00	\$ 1,000.00	\$ 0.05	\$ 2.00	\$ 0.10	\$ 4.00	\$ 0.01	\$ 0.40	\$ 1.00	\$ 40.00	\$ 0.10	\$ 4.00		\$ 3.89	\$ 155.77	\$ 30.00	\$ 1,200.00
40600635	LEVELING BINDER (MACHINE METHOD), N70	TON	100	\$ 82.00	\$ 8,200.00	\$ 95.00	\$ 9,500.00	\$ 80.00	\$ 8,000.00	\$ 76.00	\$ 7,500.00	\$ 80.00	\$ 8,000.00	\$ 85.00	\$ 8,500.00	\$ 90.00	\$ 9,000.00		\$ 83.86	\$ 8,385.71	\$ 110.00	\$ 11,000.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240	\$ 8.25	\$ 1,980.00	\$ 8.50	\$ 2,040.00	\$ 16.00	\$ 3,840.00	\$ 8.00	\$ 1,920.00	\$ 16.00	\$ 3,840.00	\$ 10.00	\$ 2,400.00	\$ 18.00	\$ 4,320.00		\$ 12.11	\$ 2,905.71	\$ 4.00	\$ 960.00
40600990	TEMPORARY RAMP	SQ YD	870	\$ 12.50	\$ 8,375.00	\$ 18.00	\$ 12,060.00	\$ 1.10	\$ 737.00	\$ 30.00	\$ 20,100.00	\$ 20.00	\$ 13,400.00	\$ 10.00	\$ 6,700.00	\$ 23.00	\$ 15,410.00		\$ 16.37	\$ 10,968.88	\$ 25.00	\$ 16,750.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	10	\$ 64.00	\$ 640.00	\$ 100.00	\$ 1,000.00	\$ 187.00	\$ 1,870.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00	\$ 70.00	\$ 700.00	\$ 230.00	\$ 2,300.00		\$ 132.29	\$ 1,322.86	\$ 100.00	\$ 1,000.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	5,600	\$ 61.50	\$ 338,250.00	\$ 68.00	\$ 374,000.00	\$ 67.00	\$ 368,500.00	\$ 84.00	\$ 382,000.00	\$ 68.00	\$ 374,000.00	\$ 70.00	\$ 385,000.00	\$ 75.00	\$ 412,500.00		\$ 67.64	\$ 372,035.71	\$ 70.00	\$ 385,000.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	140	\$ 86.00	\$ 12,040.00	\$ 88.00	\$ 12,320.00	\$ 142.00	\$ 19,880.00	\$ 76.00	\$ 10,500.00	\$ 142.00	\$ 19,880.00	\$ 85.00	\$ 11,900.00	\$ 165.00	\$ 23,100.00		\$ 111.86	\$ 15,660.00	\$ 130.00	\$ 18,200.00
40603315	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	TON	2,300	\$ 73.00	\$ 167,900.00	\$																

NOTE: BIDS shall include sales tax and all other applicable taxes and fees

Bid Tabulation

Village of Hinsdale

PROPOSED STREET IMPROVEMENTS - WASHINGTON STREET, WALNUT STREET, LANSING STREET, & GRANT STREET

Route Washington, et al

County Dupage/Cook

Local Agency Village of Hinsdale

CDI # H0030060

				Swallow		John Neri		Pirtano		Glenbrook Excavating		MQ		A-Lamp		Martam Construction			Average Unit Price		Engineer's Estimate	
Code No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		Unit Price	Total	Unit Price	Total
60248900	VALVE VAULTS, TYPE A, 5'-DIA., TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 975.00	\$ 1,950.00	\$ 1,700.00	\$ 3,400.00	\$ 2,500.00	\$ 5,000.00	\$ 1,850.00	\$ 3,700.00	\$ 4,850.00	\$ 9,700.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00		\$ 2,583.57	\$ 5,107.14	\$ 4,000.00	\$ 8,000.00
60255500	MANHOLES TO BE ADJUSTED (SPECIAL)	EACH	15	\$ 450.00	\$ 6,750.00	\$ 1,200.00	\$ 18,000.00	\$ 500.00	\$ 7,500.00	\$ 600.00	\$ 9,000.00	\$ 400.00	\$ 6,000.00	\$ 550.00	\$ 8,250.00	\$ 450.00	\$ 6,750.00		\$ 592.86	\$ 8,892.86	\$ 350.00	\$ 5,250.00
60257900	MANHOLE TO BE RECONSTRUCTED (SPECIAL)	EACH	5	\$ 1,175.00	\$ 5,875.00	\$ 1,600.00	\$ 8,000.00	\$ 700.00	\$ 3,500.00	\$ 900.00	\$ 4,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00	\$ 1,800.00	\$ 9,000.00		\$ 1,196.43	\$ 5,982.14	\$ 1,100.00	\$ 5,500.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE (SPECIAL)	EACH	6	\$ 137.00	\$ 822.00	\$ 550.00	\$ 3,300.00	\$ 700.00	\$ 4,200.00	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00	\$ 550.00	\$ 3,300.00	\$ 550.00	\$ 3,300.00		\$ 541.00	\$ 3,246.00	\$ 650.00	\$ 3,900.00
60265700	VALVE VAULTS TO BE ADJUSTED (SPECIAL)	EACH	7	\$ 450.00	\$ 3,150.00	\$ 550.00	\$ 3,850.00	\$ 400.00	\$ 2,800.00	\$ 600.00	\$ 4,200.00	\$ 400.00	\$ 2,800.00	\$ 550.00	\$ 3,850.00	\$ 450.00	\$ 3,150.00		\$ 495.71	\$ 3,400.00	\$ 350.00	\$ 2,450.00
60266500	VALVE VAULTS TO BE REMOVED	EACH	9	\$ 1,935.00	\$ 17,415.00	\$ 250.00	\$ 2,250.00	\$ 550.00	\$ 4,950.00	\$ 600.00	\$ 5,400.00	\$ 100.00	\$ 900.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00		\$ 576.43	\$ 5,187.86	\$ 250.00	\$ 2,250.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	5	\$ 90.00	\$ 450.00	\$ 275.00	\$ 1,375.00	\$ 550.00	\$ 2,750.00	\$ 100.00	\$ 500.00	\$ 300.00	\$ 1,500.00	\$ 325.00	\$ 1,625.00	\$ 150.00	\$ 750.00		\$ 255.71	\$ 1,278.57	\$ 150.00	\$ 750.00
60500040	REMOVING MANHOLES	EACH	38	\$ 1,175.00	\$ 44,650.00	\$ 250.00	\$ 9,500.00	\$ 500.00	\$ 19,000.00	\$ 350.00	\$ 13,300.00	\$ 10.00	\$ 380.00	\$ 400.00	\$ 15,200.00	\$ 300.00	\$ 11,400.00		\$ 426.43	\$ 16,204.29	\$ 300.00	\$ 11,400.00
60500050	REMOVING CATCH BASINS	EACH	31	\$ 995.00	\$ 30,845.00	\$ 250.00	\$ 7,750.00	\$ 170.00	\$ 5,270.00	\$ 450.00	\$ 13,950.00	\$ 10.00	\$ 310.00	\$ 300.00	\$ 9,300.00	\$ 300.00	\$ 9,300.00		\$ 353.57	\$ 10,960.71	\$ 250.00	\$ 7,750.00
60500060	REMOVING INLETS	EACH	5	\$ 155.00	\$ 780.00	\$ 75.00	\$ 375.00	\$ 160.00	\$ 800.00	\$ 250.00	\$ 1,250.00	\$ 10.00	\$ 50.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00		\$ 128.71	\$ 643.57	\$ 100.00	\$ 500.00
60601005	CONCRETE CURB TYPE B, (SPECIAL)	FOOT	150	\$ 23.25	\$ 3,487.50	\$ 12.00	\$ 1,800.00	\$ 7.50	\$ 1,125.00	\$ 16.50	\$ 2,475.00	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 18.00	\$ 2,700.00		\$ 17.46	\$ 2,619.64	\$ 15.00	\$ 2,250.00
60604100	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12 (SPECIAL)	FOOT	12,600	\$ 15.00	\$ 189,000.00	\$ 14.00	\$ 176,400.00	\$ 13.00	\$ 163,800.00	\$ 14.00	\$ 176,400.00	\$ 17.00	\$ 214,200.00	\$ 14.50	\$ 182,700.00	\$ 16.50	\$ 207,900.00		\$ 14.86	\$ 187,200.00	\$ 14.50	\$ 182,700.00
66900200	SPECIAL WASTE DISPOSAL	CU YD	850	\$ 1.00	\$ 850.00	\$ 1.00	\$ 850.00	\$ 63.00	\$ 53,550.00	\$ 30.00	\$ 25,500.00	\$ 50.00	\$ 42,500.00	\$ 80.00	\$ 68,000.00	\$ 80.00	\$ 68,000.00		\$ 43.57	\$ 37,035.71	\$ 65.00	\$ 55,250.00
67100100	MOBILIZATION	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 80,000.00	\$ 50,000.00	\$ 128,400.00	\$ 128,400.00	\$ 143,613.00	\$ 143,613.00	\$ 90,000.00	\$ 90,000.00	\$ 250,000.00	\$ 250,000.00	\$ 160,000.00	\$ 160,000.00		\$ 122,430.43	\$ 122,430.43	\$ 100,000.00	\$ 100,000.00
70103700	TRAFFIC CONTROL COMPLETE	L SUM	1	\$ 45,000.00	\$ 45,000.00	\$ 35,500.00	\$ 35,500.00	\$ 28,500.00	\$ 28,500.00	\$ 15,000.00	\$ 15,000.00	\$ 41,000.00	\$ 41,000.00	\$ 250,000.00	\$ 250,000.00	\$ 180,000.00	\$ 180,000.00		\$ 85,428.57	\$ 85,428.57	\$ 65,000.00	\$ 65,000.00
72000100	SIGN PANEL - TYPE 1	SQ FT	175	\$ 15.00	\$ 2,625.00	\$ 16.00	\$ 2,800.00	\$ 26.00	\$ 4,550.00	\$ 20.00	\$ 3,500.00	\$ 16.00	\$ 2,800.00	\$ 25.00	\$ 4,375.00	\$ 22.00	\$ 3,850.00		\$ 20.00	\$ 3,500.00	\$ 25.00	\$ 4,375.00
72900100	METAL POST - TYPE A	FOOT	540	\$ 7.00	\$ 3,780.00	\$ 8.00	\$ 4,320.00	\$ 13.00	\$ 7,020.00	\$ 18.00	\$ 9,720.00	\$ 8.00	\$ 4,320.00	\$ 15.00	\$ 8,100.00	\$ 13.00	\$ 7,020.00		\$ 11.71	\$ 6,325.71	\$ 10.00	\$ 5,400.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,720	\$ 2.35	\$ 4,042.00	\$ 3.00	\$ 5,160.00	\$ 2.50	\$ 4,300.00	\$ 3.00	\$ 5,160.00	\$ 3.75	\$ 6,450.00	\$ 6.00	\$ 10,320.00	\$ 3.75	\$ 6,450.00		\$ 3.48	\$ 5,983.14	\$ 2.00	\$ 3,440.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	280	\$ 4.70	\$ 1,316.00	\$ 6.00	\$ 1,680.00	\$ 5.00	\$ 1,400.00	\$ 4.64	\$ 1,299.20	\$ 7.50	\$ 2,100.00	\$ 8.00	\$ 2,240.00	\$ 7.70	\$ 2,156.00		\$ 6.22	\$ 1,741.60	\$ 4.00	\$ 1,120.00
LR430030	PCC DECORATIVE CONCRETE DRIVEWAY, 6"	SQ YD	50	\$ 55.00	\$ 2,800.00	\$ 120.00	\$ 6,000.00	\$ 91.00	\$ 4,550.00	\$ 60.00	\$ 3,000.00	\$ 130.00	\$ 6,500.00	\$ 200.00	\$ 10,000.00	\$ 135.00	\$ 6,750.00		\$ 113.14	\$ 5,657.14	\$ 150.00	\$ 7,500.00
LR430040	PCC DECORATIVE CONCRETE SIDEWALK, 5"	SQ FT	1,100	\$ 6.05	\$ 6,655.00	\$ 15.00	\$ 16,500.00	\$ 13.00	\$ 14,300.00	\$ 9.00	\$ 9,900.00	\$ 11.00	\$ 12,100.00	\$ 12.00	\$ 13,200.00	\$ 16.00	\$ 16,500.00		\$ 11.58	\$ 12,736.43	\$ 12.00	\$ 13,200.00
X0325846	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 6,000.00	\$ 511.00	\$ 511.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 35,000.00	\$ 35,000.00	\$ 7,500.00	\$ 7,500.00		\$ 10,358.71	\$ 10,358.71	\$ 5,000.00	\$ 5,000.00
X2130010	EXPLORATORY EXCAVATION	HOOR	40	\$ 270.00	\$ 10,800.00	\$ 75.00	\$ 3,000.00	\$ 200.00	\$ 8,000.00	\$ 225.00	\$ 9,000.00	\$ 200.00	\$ 8,000.00	\$ 100.00	\$ 4,000.00	\$ 500.00	\$ 20,000.00		\$ 224.29	\$ 8,971.43	\$ 800.00	\$ 32,000.00
X6022312	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 5,500.00	\$ 11,000.00	\$ 5,400.00	\$ 10,800.00	\$ 6,200.00	\$ 12,400.00	\$ 6,000.00	\$ 12,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 8,800.00	\$ 13,600.00		\$ 7,567.14	\$ 15,114.29	\$ 6,500.00	\$ 13,000.00
X6022810	MANHOLES, SANITARY	EACH	29	\$ 3,000.00	\$ 87,000.00	\$ 3,600.00	\$ 104,400.00	\$ 4,800.00	\$ 139,200.00	\$ 3,000.00	\$ 87,000.00	\$ 7,000.00	\$ 203,000.00	\$ 4,250.00	\$ 123,250.00	\$ 4,280.00	\$ 123,540.00		\$ 4,272.86	\$ 123,612.86	\$ 3,500.00	\$ 101,500.00
X6024240	INLETS, 2'x3' BOX (SPECIAL)	EACH	37	\$ 1,369.00	\$ 50,653.00	\$ 1,800.00	\$ 66,600.00	\$ 1,600.00	\$ 59,200.00	\$ 1,600.00	\$ 59,200.00	\$ 1,400.00	\$ 51,800.00	\$ 1,600.00	\$ 59,200.00	\$ 1,420.00	\$ 52,540.00		\$ 1,527.00	\$ 59,499.00	\$ 1,600.00	\$ 69,200.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	8	\$ 20.50	\$ 164.00	\$ 100.00	\$ 800.00	\$ 80.00	\$ 640.00	\$ 50.00	\$ 400.00	\$ 10.00	\$ 80.00	\$ 350.00	\$ 2,800.00	\$ 200.00	\$ 1,600.00		\$ 115.79	\$ 928.29	\$ 400.00	\$ 3,200.00
X7015005	CHANGEABLE MESSAGE SIGN	CAL DA	60	\$ 35.50	\$ 2,130.00	\$ 20.00	\$ 1,200.00	\$ 75.00	\$ 4,500.00	\$ 100.00	\$ 6,000.00	\$ 38.00	\$ 2,280.00	\$ 85.00	\$ 5,100.00	\$ 80.00	\$ 4,800.00		\$ 82.21	\$ 3,732.86	\$ 90.00	\$ 5,400.00
XX000613	PRECAST MODULAR BLOCK WALL	SQ FT	50	\$ 50.50	\$ 2,525.00	\$ 50.00	\$ 2,500.00	\$ 28.00	\$ 1,400.00	\$ 31.00	\$ 1,550.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 63.00	\$ 3,150.00		\$ 53.21	\$ 2,660.71	\$ 40.00	\$ 2,000.00
XX000614	REPAIR/REPLACE FLAGSTONE LANDSCAPE WALL	SQ FT	780	\$ 25.25	\$ 19,695.00	\$ 15.00	\$ 11,700.00	\$ 10.00	\$ 7,800.00	\$ 21.00	\$ 16,380.00	\$ 30.00	\$ 23,400.00	\$ 50.00	\$ 39,000.00	\$ 25.00	\$ 19,500.00		\$ 25.18	\$ 19,639.29	\$ 30.00	\$ 23,400.00
XX003803	RELAY SANITARY SERVICE, 6" PVC	FOOT	1,630	\$ 76.50	\$ 124,695.00	\$ 65.00	\$ 105,950.00	\$ 63.00	\$ 102,690.00	\$ 90.00	\$ 146,700.00	\$ 65.00	\$ 105,950.00	\$ 45.00	\$ 73,350.00	\$ 95.00	\$ 155,480.00		\$ 71.50	\$ 116,545.00	\$ 65.00	\$ 105,950.00
XX004208	SANITARY LATERAL REPAIR, 6" PVC	FOOT	350	\$ 11.50	\$ 4,025.00	\$ 40.00	\$ 14,000.00	\$ 47.00	\$ 16,450.00	\$ 50.00	\$ 17,500.00											

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002

Revised: January 1, 2012

Prequalification of Bidders. County or Municipality. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgement of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- ✓ (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.



- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

## CHECK SHEET #LRS6

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- ✓ (c) Unbalanced proposals in which the bid prices for some items are, in the judgement of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- ✓ (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- ✓ (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.



**Proposal Guaranty.** Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

Amount Bid		Proposal Guaranty
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

**Delivery of Proposals.** If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to

## CHECK SHEET #LRS6

clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

**Execution of Contract.** The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

**Failure to Execute Contract.** If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.



# Illinois Department of Transportation

## Contractor's Performance Evaluation

Report for 2010  
(year)

Contractor Number 5866 Contractor Name Swallow Construction Corp.

Address 4250 Lacey Road Downers Grove IL 60515  
Street City State Zip Code

District District 1 Approx. Dollar Amt.-Completed (in 1,000's) 932 ☒ Prime ☐ Sub  
(Example: \$20,000=20)

IDOT Contracts Contract Number 63297

Local Roads Contracts	Locally Let Contracts
Contract Number <u>63297</u>	Section Number _____
Local Agency <u>Village of Hinsdale</u>	Local Agency _____
County <u>DuPage</u>	County _____
<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Township	<input type="checkbox"/> Municipality <input type="checkbox"/> Township
<input type="checkbox"/> County <input type="checkbox"/> Road District	<input type="checkbox"/> County <input type="checkbox"/> Road District

Rate the Contractor's performance using the numerical rating guidelines for each category.

8.0 = **Excellent** 7.0 = **Good** 6.0 = **Satisfactory** 4.0 = **Marginal** 2.0 = **Poor**

Quality of Work		Execution of Work	
Category*	Rating	Category	Rating
08B	<u>6.0</u>	Organization/Prosecution	<u>4.0</u>
036	<u>6.0</u>	Cooperation	<u>4.0</u>
		Traffic Control/Site Protection	<u>6.0</u>
		EEO/Labor Compliance	
		Erosion Control	<u>6.0</u>
		QC/QA	
*See list on reverse			

A rating of less than six (6.0) must be explained.

### Comments:

Swallow Construction Corporation is very inexperienced as a prime contractor. At times, they decided to stop working on the contract items because they thought they should be paid more for the work performed. After a meeting with IDOT Dist. #1, they realized that they were contractually obligated to finish the project within the allowable working days. Once they realized that liquidated damages would be assessed for failure to complete the project on time, they did improve on organization/prosecution and cooperation. Swallow Construction Corporation still has a lot to learn as a prime contractor.

Prepared by: [Signature] Resident 12/16/10 Date

Reviewed by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### Work Categories

001	Earthwork	015A	Cover & Seal Coats(A)	027D	Pav't Markings (Polyurea)
002	PCC Paving	015B	Cover & Seal Coats (B)	030	Inst. Raised Pav't. Markers
003	HMA Plant Mix	016	Slurry Appl.	031	Pav't. Textur. & Surf. Rem.
005	HMA Paving	017	Concrete Construction	032	Cold Mill, Plan. & Rotomill
006	Clean & Seal Cracks/Joints	018	Landscaping	033	Erection
007	Soil Stabilization and Mod.	019	Seeding & Sodding	034	Demolition
08A	Aggregate Bases & Surf. (A)	020	Vegetation Spraying	035	Fabrication
08B	Aggregate Bases & Surf. (B)	021	Tree Trim. & Sel. Tree Rem.	036	Tunnel Excavation
09A	Highway Structures	022	Fencing	037	Expressway Cleaning
09B	Highway & Railroad Struct.	023	Guardrail	038	Railroad (Track) Const.
09C	Hwy., R.R. & Waterway Str.	024	Grouting	039	Marine Construction
010	Structures Repair	025	Painting	040	Hydraulic Dredging
011	Anchors & Tiebacks	026	Signing	041	Hot (in-place) Recycling
012	Drainage	027A	Pav't. Markings (Paint)	042	Cold (in-place) Recycling
013	Drainage Cleaning	027B	Pav't Markings (Thermo)	097	Traffic Control
014	Electrical	027C	Pav't. Markings (Epoxy)		

### Instructions for Completion of the BC 1777: Contractor's Performance Evaluation

1. The performance evaluation is to be prepared by the Resident and reviewed by the Supervising Field Engineer. District Construction Engineer, Municipal Engineer, County Engineer or other appropriate official.
2. Assign a numerical code for each work category under **Quality of Work** and a numerical code for each aspect of **Execution of Work**. The numerical code is to be to the nearest tenth (0.1).
3. Provide the Contractor with a copy of the report. Offer the Contractor an opportunity to meet and discuss any rating less than six (6.0).
4. A prequalification work rating will not be renewed if an overall weighted rating of less than 4.0 is received or less than six (6.0) is received for two successive years. The rating may be restored upon proof of improvement.
5. A rating of less than six (6.0) may be increased upon demonstration of corrective measures taken by the Contractor.
6. Additional sheets may be used if necessary.

### Local Agency Contracts

The Bureau of Local Roads and Streets contract can be easily identified by the odd second digit (i.e. 95476). When entering evaluation information for Local Roads contracts select which type of local agency performed the work; municipality, township, county or road district and list the local agency name.

### Locally Let Contracts

Since Locally Let Contracts do not have 5 digit IDOT contract numbers assigned to them, enter the Section Number so that we can uniquely and accurately identify the work that the contractor is being evaluated on. When entering evaluation information for Locally Let contracts, select which type of local agency performed the work; municipality, township, county or road district and list the local agency name.

For assistance in completing this form or for questions, please contact the Prequalification Unit in the Central Bureau of Construction at 217/782-3413.

## Numerical Guidelines

### Quality of Work

**Quality** - Consider the project's durability and appearance, the knowledge of the supervisory personnel and compliance with contract requirements (i.e. plans, specifications, field inspection, etc.).

- 8.0 Contractor exceeded project requirements in all areas considered.
- 7.0 Contractor exceeded project requirements in a majority of areas considered.
- 6.0 Contractor met project requirements in all areas considered.
- 4.0 Contractor did not meet project requirements in one area considered.
- 2.0 Contractor did not meet project requirements in two or more areas considered.

### Execution of Work

**Organization/Prosecution** - Consider the Contractor's ability to diligently prosecute work by planning and scheduling labor materials and the work of subcontractor's on a project site.

- 8.0 Contractor exceeded project requirements in all areas considered and completed the project well ahead of schedule.
- 7.0 Contractor exceeded project requirements in a majority of areas considered and the project was completed slightly ahead of schedule.
- 6.0 Contractor met project requirements in all areas considered and the scheduled completion date was met.
- 4.0 Contractor did not meet project requirements within its control in one area considered and occasionally did not work when conditions permitted. The scheduled completion date was met.
- 2.0 Contractor did not meet project requirements in two or more areas considered. The scheduled completion date was not met.

**Cooperation** - Consider the Contractor's willingness to negotiate contract disputes, respond to reasonable requests by the Resident and respond to various Departmental correspondence.

- 8.0 Contractor exceeded project requirements in all areas considered.
- 7.0 Contractor exceeded project requirements in a majority of areas considered.
- 6.0 Contractor met project requirements in all areas considered.
- 4.0 Contractor did not meet project requirements in one area considered.
- 2.0 Contractor did not meet project requirements in two or more areas considered.

**Traffic Control/Site Protection** - Consider the appearance of the traffic control devices, the response to repair deficient devices and the Contractor's willingness to comply with the Traffic Control Plan (TCP).

- 8.0 Contractor exceeded project requirements in all areas considered.
- 7.0 Contractor exceeded project requirements in a majority of areas considered.
- 6.0 Contractor met project requirements in all areas considered.
- 4.0 Contractor did not meet project requirements in one area considered.
- 2.0 Either the Contractor did not meet project requirements in two or more areas considered or the Contractor committed an act or omission which seriously compromised the safety of the public.

**EEO/Labor Compliance** - Consider the Contractor's compliance with the Equal Employment Opportunity program and compliance with the labor laws.

- 8.0 Contractor exceeded project requirements.
- 7.0 Contractor met project requirements through extraordinary effort and initiative.
- 6.0 Contractor met project requirements with minimum effort and initiative.
- 4.0 Contractor met project requirements, but had to be motivated by Department personnel.
- 2.0 Contractor did not meet project requirements.

**Erosion Control** - Consider the Contractor's compliance with the project's erosion control plan and all pertinent federal and state laws, permits and regulations.

- 8.0 Contractor exceeded project requirements.
- 7.0 Contractor exceeded project requirements in a majority of the areas considered.
- 6.0 Contractor met project requirements in all areas.
- 4.0 Contractor did not meet project requirements in one area considered.
- 2.0 Contractor did not meet contract requirements in two or more areas.

**QC/QA** – The contractor's ability to meet QC/QA inspection, testing, and documentation requirements; control of product; take corrective action; and communicate production/construction issues with Department personnel are considered.

- 8.0 Contractor exceeded QC/QA requirements.
- 7.0 Contractor exceeded QC/QA requirements in a majority of the areas considered.
- 6.0 Contractor met QC/QA requirements in all areas.
- 4.0 Contractor did not meet QC/QA requirements in one area considered.
- 2.0 Contractor did not meet QC/QA requirements in two or more areas considered.