

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE SPECIAL MEETING  
February 16, 2015**

The specially 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 Monday, February 16, 2015 at 6:39 p.m.

Present: President Tom Cauley, Trustees William Haarlow, Gerald J. Hughes, Laura LaPlaca and Bob Saigh

Absent: Trustees Christopher Elder and J. Kimberley Angelo

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Director of Economic Development & Urban Design Tim Scott, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

Trustees Saigh and Haarlow made changes to the language of the draft minutes. Trustee LaPlaca moved to **approve the draft minutes of the regularly scheduled meeting of February 3, 2015, as amended.** Trustee Hughes seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

**CITIZENS' PETITIONS**

None.

**VILLAGE PRESIDENT'S REPORT**

No report.

## **FIRST READINGS**

### **Administration & Community Affairs (Chair Hughes)**

#### **An Ordinance Creating Title 3 (Business and License Regulations) Chapter 16 (Cable/Video Service Provider Fee) of the Village Code of Hinsdale Relative to the Imposition of a Cable/Video Service Provider Fee**

President Cauley introduced the item and explained the Village of Hinsdale has a franchise agreement with Comcast which allows us to charge residents a service provider fee. Other providers, including AT&T, do not have franchise agreements, but are regulated at the State level. What we are allowed to do, as most municipalities do, is collect a 5% service provider fee directly from AT&T which is equal to the franchise fee charged Comcast residents. Everyone pays the same fee and this is a \$50,000 net to the Village. Assistant Village Manager/Finance Director Darrell Langlois noted this does not apply to satellite services, just wired service using the Village's right-of-way. Trustee Saigh asked if we can collect these funds retroactively, to which Mr. Langlois responded that legally this is not an option. President Cauley noted the language in the draft ordinance includes a fee that we will not impose, therefore this item will move forward for a second reading with that correction.

### **Environment & Public Services (Chair LaPlaca)**

#### **Award the Engineering Services for Construction Observation of the 2015 Reconstruction Project to Bowman Consulting Group, Ltd. in the Amount not to Exceed \$117,280**

President Cauley introduced the item stating that Bowman Consulting did the design portion of this project; this bid is consistent with what they quoted with the design phase. As is consistent with past practice, the firm that does the design portion of the job is usually the best candidate for the engineering services. The Board agreed to move this item to the Consent Agenda.

#### **Award the 2015 Resurfacing Project to John Neri Construction Company in the Amount to Exceed \$1,734,008.25**

President Cauley explained that John Neri Construction is the low bidder for this project. They have worked for the Village before and residents are happy with the other work they have done. The Board agreed to move this item to the Consent Agenda.

**Award the Engineering Services for Construction Observation of the  
2015 Reconstruction Project to Christopher B. Burke Engineering, Ltd.  
in the Amount not to Exceed \$65,856**

President Cauley explained this amount is consistent with the original bid for design and staff has been happy with the work Burke Engineering has done in the past. The Board agreed to move this item to the Consent Agenda. Trustee LaPlaca clarified this item is actually for resurfacing, not reconstruction.

**Approve a Resolution for Improvement by Municipality  
Under the Illinois Highway Code**

President Cauley explained this item is the approval for the use of fees from the Motor Fuel Tax (MFT) to fund a reconstruction project. The Board agreed to move this item to the Consent Agenda.

**Zoning & Public Safety (Chair Saigh)**

**Approve the Purchase of Mobile Computers and Related Mounting Equipment  
Under the Terms of the State of Illinois Purchasing Contract at a Cost  
not to exceed \$60,295 from CDS Computers**

President Cauley explained that because of the move from Southwest Central Dispatch (SWCD) to DUCOMM, the Village anticipated about \$56,000 for this computer expense. This is slightly more, but within 10% of the cost of brand new computers. The Board agreed to move this item to the Consent Agenda.

**CONSENT AGENDA**

**Administration & Community Affairs (Chair Hughes)**

**Approval and Payment of the Accounts Payable for the Period of February 4, 2015  
through February 16, 2015 in the aggregate amount of \$987,335.75 as set forth on  
the list provided by the Village Treasurer, of which a permanent copy is on file with  
the Village Clerk**

Trustee Hughes moved **Approval and Payment of the Accounts Payable for the Period of February 4, 2015 through February 16, 2015 in the aggregate amount of \$987,335.75 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, Haarlow, Hughes, LaPlaca and Saigh  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Award of Landscaping, Maintenance and Mowing Bid #1580 to Beary  
Landscaping in the Amount of \$105,405  
(First Reading on February 3, 2015)**

President Cauley introduced the item. Trustee LaPlaca moved an **Award of Landscaping, Maintenance and Mowing Bid #1580 to Beary Landscaping in the Amount of \$105,405**. Trustee Saigh seconded the motion.

Trustee Haarlow commented that Public Services staff would work on other things as they would not be mowing and weeding, but he wants to see something more formal about what will be accomplished with this time. Village Manager Kathleen Gargano stated the Director of Parks & Recreation Gina Hassett and Director of Public Services George Peluso will keep track of this this summer, and a report will be made for Village Board review in November.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Approve a Community Pool Pricing Adjustment of \$100 for a Non-resident 10-  
Visit Pass and a Pilot Program for the 2015 Season  
of a Neighborly Rate for Season Passes  
(First Reading on February 3, 2015)**

President Cauley introduced the item. Trustee Hughes moved to **Approve a Community Pool Pricing Adjustment of \$100 for a Non-resident 10-Visit Pass and a Pilot Program for the 2015 Season of a Neighborly Rate for Season Passes**. Trustee Saigh seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Environment & Public Services (Chair LaPlaca)**

**Award the Engineering Services for the Design of the Woodlands Phase 3 Project to HR Green, Inc. in the Amount Not to Exceed \$182,495**  
(First Reading on February 3, 2015)

President Cauley introduced the item. Trustee LaPlaca moved to **Award the Engineering Services for the Design of the Woodlands Phase 3 Project to HR Green, Inc. in the Amount Not to Exceed \$182,495**. Trustee Hughes seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

**SECOND READINGS / NON-CONSENT AGENDA**

**Zoning & Public Safety (Chair Saigh)**

**Ordinance Approving Site Plans for Construction of a New Three-Story Professional Office Building at 10 Salt Creek Lane**  
(First Reading on February 3, 2015)

President Cauley introduced and explained that at the First Reading of this item, Graue Mill residents came forward with concerns about traffic using Road D to bypass the York and Ogden intersection. Residents would like to be the only ones who use the road; however, it is a public road. A gate was suggested, but Chief Bloom noted that while easier access is their interest, this option would equally penalize them. Staff met with residents; the residents agreed they didn't want their issue with traffic to hold up the project and that the new building will not increase the traffic problem. Chief Bloom explained the Graue Mill Homeowners Association will send a letter to the Village asking us to prevail on the County to address this problem, starting with a traffic study. Trustee Saigh moved to approve an **Ordinance Approving Site Plans for Construction of a New Three-Story Professional Office Building at 10 Salt Creek Lane**. Trustee LaPlaca seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Ordinance Approving Site Plans and Exterior Appearance Plans for Exterior Modifications, Façade Improvements and Landscaping Improvements to an Existing Multi-Story Office Building at 12 Salt Creek Lane**

(First Reading on February 3, 2015)

President Cauley introduced the item noting there were no objections to this matter during the First Reading. Trustee Saigh moved to approve an **Ordinance Approving Site Plans and Exterior Appearance Plans for Exterior Modifications, Façade Improvements and Landscaping Improvements to an Existing Multi-Story Office Building at 12 Salt Creek Lane**. Trustee LaPlaca seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 230 Ogden Avenue – DL Rawlings Architects**

(First Reading on February 3, 2015)

President Cauley introduced the item noting these adjustments are to the rear of the property, it is an improvement and the Board had no issues with this matter at the First Reading. Trustee Saigh moved to approve an **Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 230 Ogden Avenue – DL Rawlings Architects**. Trustee Haarlow seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

**Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street – Kolbrook Design, Inc.**

(First Reading on February 3, 2015)

President Cauley introduced the item and recapped that the Board agreed that Village procedures need to be improved, but the Board didn't feel the structure should be torn down or modified at this point. Trustee Saigh moved to approve an **Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 125 W. Second Street – Kolbrook Design, Inc.** Trustee LaPlaca seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

## **DISCUSSION ITEMS**

### **Annual Integrated Pest Management (IPM) Report**

Mr. Ralph Nikischer, Village Horticulturalist and IPM Coordinator, made a presentation to the Board. Since November 1995 it has been Village policy to make a public presentation of the IPM to allow residents to speak on this issue. He outlined the goals of the program with respect to action, modification, prevention and management of pesticide applications.

Mr. Nikischer explained that he evaluates Village turf areas three times per year and makes a recommendation for treatment, if necessary. He reported that over-seeding the parks has been successful; and the Village is on a four year cycle for over-seeding. The IPM report also includes information regarding prairie maintenance, tree maintenance, mosquito abatement and sustainable landscaping. He also stated he hopes to increase public knowledge on these matters through the new website, and stated that residents can contact him directly with any concerns.

With respect to Clarke Environmental, Inc.'s more natural approach to mosquito abatement, he reported there have been no negative reports or concerns. In fact, they have had positive feedback and would anticipate continuing this program. He confirmed the best treatment for mosquitos is to the larvae in the catch basins, which also constitutes the least exposure to people.

Trustee Saigh asked if certain turf locations that receive heavy use, such as Burlington Park, need to be rested. Mr. Nikischer commented that resting these areas is important, but not always possible. Mr. Nikischer commented that District 181 does not follow Village protocol for turf maintenance, but with an appropriate grass height and a healthy turf, weed seeds are prevented from germinating. He would like to reach out to them to coordinate efforts to use our resources more effectively.

## **DEPARTMENT AND STAFF REPORTS**

- a) Treasurer's Report
- b) Parks & Recreation
- c) IT Coordinator Monthly Report
- d) Police Department Report
- e) Fire Department Report
- f) Public Services Report
- g) Engineering Monthly Report
- h) Community Development Monthly Report

i) Economic Development Report

Director of Public Services George Peluso introduced Mr. Richard Roehn, the new roadway supervisor. He has had over 20 years of experience, and is most recently worked in Oak Brook for 15 years. President Cauley welcomed him to Hinsdale.

President Cauley asked if there were questions about any of the staff reports. Trustee LaPlaca noted that Village Engineer Dan Deeter's report indicated the Oak Street Bridge letting is scheduled for March 6<sup>th</sup> and construction will begin in May 2015. She said there will be a dedicated link on our website for the Oak Street Bridge project, which will be user friendly and help get information to the public as soon as possible.

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

No reports.

## **OTHER BUSINESS**

None.

## **NEW BUSINESS**

None.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

None.

## **ADJOURNMENT**

President Cauley noted that based on this evening's business, there would be no need to schedule a Committee of the Whole, and asked for a motion to adjourn into closed session. There being no further business before the Board, Trustee Hughes **moved to adjourn the meeting of the Hinsdale Village Board of Trustees of January 20, 2015 into Closed Session under 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent.** Trustee Saigh seconded the motion.

**AYES:** Trustees, Haarlow, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Elder and Angelo

Motion carried.

Meeting adjourned at 7:21 p.m.

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

7a

DATE: March 3, 2015

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> First Reading - ACA		<b>DEPARTMENT</b> Administration		
<b>ITEM</b> Approval of a Lease Agreement for the Restaurant Space of the Brush Hill Train Station, 25 Hinsdale Avenue		<b>APPROVED</b> Timothy J. Scott, AICP, CNU-A Dir. of Econ. Development & Urban Design <i>TS</i>		
<p>Cosi, restaurant tenant of the Brush Hill train station for approximately 13 ½ years, closed its doors at the end of last July due to the company's financial challenges. Although the train station space is controlled by the Village, Cosi was the tenant of Hinsdale Burlington LLC.</p> <p>Upon news of Cosi's imminent closure, Village staff began working with Hinsdale Burlington LLC, to secure a new tenant for the restaurant space. Staff then proceeded to continue the marketing effort by fielding inquiries, issuing a request for proposals (RFP), and showing the space to prospective operators.</p> <p>At the conclusion of the RFP process, proposals had been received from four operators, with three electing to be interviewed by Village staff and two elected officials. From this consideration, a front-runner emerged. This restaurateur has more than twenty years of experience and currently operates four establishments in three of Chicago's suburbs.</p> <p>To be considered is a ten-year lease agreement with the potential for two, five-year options for the Lessee to exercise. Given the historic nature and prominence of the Brush Hill train station in the central business district, the lease agreement provides the Village the right to review and approve alterations and improvements to the interior and exterior of the station.</p> <p><b>MOTION:</b> To Approve a Lease Agreement for the Restaurant Space of the Brush Hill Train Station, 25 Hinsdale Avenue</p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> <i>KG</i>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

76.  
DATE: March 03, 2015

# REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b> Community
<b>SECTION NUMBER</b>	First Reading - EPS	<b>DEPARTMENT</b> Development
<b>ITEM</b>	2015 Engineering Services for Private Development Plan Review	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

The FY2014/2015 budget contains \$48,000 to provide funding for engineering plan reviews of private residential and commercial plans. The Village utilizes a third party to perform this work; expenses incurred are recouped from a portion of the permit fee application. Since this expense is "passed through" to the applicant, there is no net expense to the Village.

The work being provided is considered a professional service and, as such, does not fall under the State bidding requirements. For a number of years, the Village has utilized James J. Benes & Associates, specifically Mr. Dan Schoenberg, P.E., for this service. Mr. Schoenberg brings considerable expertise, as he previously served as the Hinsdale Village Engineer. As such, he has significant experience with the Village's ordinances, engineering standards, and infrastructure and drainage issues.

While the number of reviews varies from year to year, staff estimates the FY 2015/2016 reviews will total \$70,000 - \$80,000. (This amount fluctuates, as it is related to permit volume.)

Due to the experience and technical expertise of James J. Benes & Associates, along with its past satisfactory performance, Staff recommends Benes to conduct the FY2015/2016 plan reviews.

**Motion: To Award the Engineering Services for Private Development Plan Review to James J. Benes & Associates in an Amount Not To Exceed \$80,000**

## STAFF APPROVALS

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

**BOARD ACTION:**

VILLAGE OF HINSDALE  
19 E. Chicago Ave.  
Hinsdale, IL 60521

PROFESSIONAL SERVICES AGREEMENT  
CIVIL ENGINEERING SERVICES  
FOR 2015 PLAN REVIEW

## **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE VILLAGE OF HINSDALE AND JAMES J. BENES AND ASSOCIATES, INC.

This Professional Services Agreement is entered into this 18th day of MARCH, by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and JAMES J. BENES AND ASSOCIATES, INC. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for PLAN REVIEW (herein referred to as the "Project");

Whereas, Engineer submitted a Proposal FOR THE CALENDAR YEAR 2015 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project; and,

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

### **SECTION 1. DEFINITIONS.**

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.

B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.

C. The "Engineer" shall mean JAMES J. BENES AND ASSOCIATES, INC., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.

D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.

E. The terms "Includes" and "Including" shall not be construed as limited to.

F. The term "May" is permissive; except the phrase "no person may" shall mean that no

person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for PLAN REVIEW as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

## **SECTION 2. GENERAL REQUIREMENTS-ENGINEER.**

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for providing services and review comments that meet the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract, or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop

the work of any contractor or any subcontractor on the Project.

D. Engineer warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement in a timely manner, with completion no later than March 31, 2016.

### **SECTION 3. GENERAL REQUIREMENTS-VILLAGE.**

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information promptly and without cost or expense to the Engineer.

B. The Village agrees to provide timely review of any reports, drafts or other materials as requested by Engineer.

### **SECTION 4. SCOPE OF SERVICES.**

A. As more fully set forth in its proposal, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to plan review and related services for the Project. Exhibit "A" is incorporated herein by reference except for the General Terms and Conditions attached thereto and except to the extent any term in Exhibit "A" is inconsistent with the terms in this Agreement.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy all applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

## **SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.**

### **A. Contract Amount.**

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$80,000.

### **B. Hourly Rates and Costs.**

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

## **SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.**

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or

latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

## **SECTION 7. INSURANCE.**

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, then Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the

Village. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

#### **SECTION 8. CHANGES IN WORK.**

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

#### **SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.**

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall

require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

#### **SECTION 10. INDEMNIFICATION.**

A. Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf: In connection with any such liabilities, the Village, their officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall defend, hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorneys fees, arising in whole or in part or relating to any act, omission, or performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's or own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or

omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

## **SECTION 11. COMPLIANCE WITH LAWS.**

A. Engineer agrees and certifies that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer certifies that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et seq.*
2. Tax Payments. Engineer certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer certifies that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer certifies that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the

State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by

the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT**

### **10/1. Discrimination in employment prohibited**

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

§ 1. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

### **10/2. Deemed incorporated in contract**

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

### **10/3. Includes independent contractors, etc.**

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

### **10/4. Deduction from compensation**

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

### **10/5. Recovery by injured person**

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence there from shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

**SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.**

**A. Suspension of Work**

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

**B. Termination of Agreement**

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.
2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.
  - a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.
  - b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property

on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

### **SECTION 13. NOTICES.**

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

*If to Village:*

Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521

*If to Engineer:*

Village Engineer  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

#### **SECTION 14. MISCELLANEOUS PROVISIONS.**

**A. Assignment.**

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

**B. Governing Law.**

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

**C. Captions.**

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

**D. Entire Agreement.**

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

**E. Waiver.**

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

**F. Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

**G. Survival.**

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015

**Engineering Consultant**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015

**The Village of Hinsdale, Illinois**

By: \_\_\_\_\_

Kathleen Gargano, Village Manager

Exhibit A

JAMES J. BENES AND ASSOCIATES, INC. CIVIL ENGINEERING SERVICES



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

**PROPOSAL to provide  
CIVIL ENGINEERING SERVICES  
to the  
VILLAGE OF HINSDALE, ILLINOIS**

This is a proposal from James J. Benes and Associates, Inc. (Engineer) to provide Civil Engineering Review Services to the Village of Hinsdale (Client) to review both residential and commercial development grading and improvement plans, storm water drainage plans and calculations, specifications and estimates for conformance with the DuPage County Countywide Stormwater & Flood Plain Ordinance and the applicable requirements of the Village of Hinsdale Village Code.

**PROJECT UNDERSTANDING**

The purpose of plan reviews is to analyze existing and proposed grading, public improvements and other improvements associated with development or modification of property. The following is a detailed scope of services and cost for performing the work. All work will be performed in accordance with generally accepted engineering practices.

**SCOPE OF BASIC SERVICES**

**Single Family Residential**

1. Site Visit: A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
2. Initial Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.
3. Documentation: A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
4. Second Plan Review: A second plan review will be performed on revised plans and documents as provided by the Village. Additional documentation in the form of a memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.
5. Additional Plan Reviews: Should the applicant require additional plan review, we will process in conformance with item 4 above, except that an additional fee shall be incurred by the applicant.

It is assumed that no meetings will be required.

**Commercial / Non Residential Development or Subdivision**

6. Site Visit: A site visit will be performed on each plan submittal to assess existing conditions and confirm the submitted engineering plan represents or depicts reasonably accurate information.
7. Initial and all Subsequent Plan Review: Review of engineering plans prepared by consultants or others for compliance with the current as amended or revised DuPage County Countywide Stormwater & Flood Plain Ordinance, the applicable requirements of the Village of Hinsdale Village Code and good engineering practices.



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

**Documentation:** A memorandum will be prepared that summarizes work that needs clarification, missing information, inaccurate information or request additional information as required by ordinance or good engineering practices. The memorandum shall explicitly advise the client of compliance or non-compliance with the applicable ordinance or code.

Due to the inherent complexities and scope of Commercial / Non Residential Development or Subdivision reviews, these will be invoiced on a time and material basis for per review.

If meetings are required they will be invoiced on a time and material basis.

**CONTRACT CONDITIONS**

- A. **Civil Engineering Services:** The Engineer's services shall consist of those tasks described in the Scope of Basic Services.
- B. **Changes:** This Agreement may only be changed by written amendment (appendix) which specifies the terms being revised and which has been signed by both parties hereto.
- C. **Termination:** Client may terminate this Agreement at any time upon thirty (30) days written notice for whatsoever reason, provided Client shall pay the Engineer a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Engineer on a per review or time and material basis exceed the amount set out below or an amended amount established in accordance with article B Changes above.
- D. **Indemnification:** The CONSULTANT shall indemnify and hold harmless the VILLAGE from loss or expense, including reasonable attorneys' fees for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the CONSULTANT.

The VILLAGE shall indemnify and hold harmless the CONSULTANT, up to the same amount that CONSULTANT undertakes to indemnify the VILLAGE under this Agreement, from loss or expense, including reasonable attorneys' fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of the VILLAGE.

In the event of joint or concurrent negligence of the CONSULTANT and the VILLAGE, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

The CONSULTANT shall not be liable for special, incidental or consequential damages, including, but not limited to, loss of profits, revenue, use of capital, claims of customers, cost of purchased or replaced power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- E. **Standard of Care:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.



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

F. Legal: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

**COST OF SERVICES**

Invoices will be prepared at the end of each month for the services performed through the 25<sup>th</sup> of that month.

**Single Family Residential**

The Single Family Residential Plan Review fixed fee for the services described in Sections 1 through 4 of the Scope of Basic Services shall be based on a flat fee to be agreed upon in writing and subject to adjustment from time to time as agreed upon by both parties. The Per Review fixed fee for the services described in Section 5 of the Scope of Services shall be based on 25% of the base fee.

Escalation of Fixed Fee: The consultant and client agree that reasonable periodic fee escalation will be necessary. Fixed Fee adjustment shall be permitted annually starting January 1 and are subject to prior authorization by the Village.

**Commercial / Non Residential Development or Subdivision**

The Commercial / Non Residential Development or Subdivision review fees described in Section shall be on a time and material basis.

**ACCEPTANCE:**

If this proposal is acceptable, please sign and return one copy for our records.

JAMES J. BENES AND ASSOCIATES, INC.

by:   
Vice President

Accepted for: The Village of Hinsdale

by: \_\_\_\_\_

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

# APPENDIX A

## (Fixed Fees )

**Calendar Year: 2015**

Single Family Residential (2 reviews) \$800

Single Family Residential additional reviews (per occurrence) \$200

DATE: March 3, 2015

7c

# **REQUEST FOR BOARD ACTION**

## **AGENDA**

**SECTION NUMBER** First Reading - EPS

## **ORIGINATING**

**DEPARTMENT** Public Services

**ITEM** 2015 Reconstruction Project Construction Award

**APPROVAL** Daniel M. Deeter  
Village Engineer

The Master Infrastructure Plan (MIP) provides MFT and Village funds for the construction of the 2015 Reconstruction Project. On February 20, 2015, three bids were received for the 2015 Reconstruction Project. The design consultant, Bowman Consulting, has reviewed the bids and has verified that the lowest responsible bidder is A Lamp Concrete Contractors, Inc. A Lamp has provided satisfactory services to the Village of Hinsdale in the past as the general contractor for the 2014 Resurfacing Project on S. Adams and other streets. Staff recommends that A Lamp construct the 2015 Reconstruction Project. The project costs are summarized below:

	Budget	Proposal
Design Engineering	\$ 220,667	\$ 104,520 (actual)
Construction Observation	\$ 220,667	\$ 117,280 (actual proposed)
Construction	\$3,972,002	<b>\$2,819,354</b>
Total	\$4,413,336	\$3,041,154
Anticipated project contingency:		\$1,372,182

A bid summary is attached. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done. This project includes infrastructure improvements for the following:

Street	From	To
Ravine Road	Garfield Street	County Line
Oak Street	The Lane	Ravine
Radcliff Way	Ravine Rd.	Hickory
Forest Road	The Lane	Hickory
Elm Street	Ravine Rd. Hampton	Hampton Hickory

The project intent is to improve local streets, separate combined sewers, and reduce flooding in identified localized drainage areas at the intersection of Forest & Ravine and the 300-block of Ravine Road. The proposed storm sewer on Ravine will also provide an outlet for future public and private storm sewers to drain the localized drainage area in the backyards of the 300-block of Washington/Garfield.

**Motion: To Award the 2015 Reconstruction Project to A Lamp Concrete Contractors, Inc. in the Amount Not To Exceed \$2,819,354.**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**APPROVAL**

**MANAGER'S  
APPROVAL**

**COMMITTEE ACTION:**

**BOARD ACTION:**

# Bowman

CONSULTING

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February 23, 2015

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

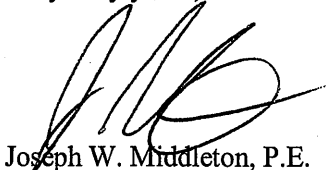
Re: 2015 Reconstruction Project

Dear Mr. Deeter:

Bowman Consulting has completed the bid analysis for the 2015 Reconstruction Project and we recommend awarding the contract to the lowest bidder A Lamp Concrete Contractors.

Please contact me should you require additional information.

Very truly yours,



Joseph W. Middleton, P.E.

Bowman Consulting Group, Ltd.  
180 North Stetson Avenue • Suite 1500 • Chicago, IL 60601  
Phone: 312.614-0360 • [www.bowmanconsulting.com](http://www.bowmanconsulting.com)

Village of Hinsdale  
2015 Reconstruction Project  
February 20th 2015

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	ENGINEER'S ESTIMATE		MARTAM CONSTRUCTION		JOHN NERI CONSTRUCTION		A LAMP CONCRETE CONTRACTORS	
				UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE
20101000	TEMPORARY FENCE	FOOT	13,495	\$5.00	\$67,475.00	\$ 1.50	\$ 20,242.50	\$ 3.50	\$ 47,232.50	\$ 1.00	\$ 13,495.00
20101200	TREE ROOT PRUNING	EACH	104	\$50.00	\$5,200.00	\$ 250.00	\$ 26,000.00	\$ 110.00	\$ 11,440.00	\$ 10.00	\$ 1,040.00
20101400	NITROGEN FERTILIZER NUTRIENT	POUND	80	\$5.00	\$400.00	\$ 1.00	\$ 80.00	\$ 2.00	\$ 160.00	\$ 1.00	\$ 80.00
20101500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	80	\$5.00	\$400.00	\$ 1.00	\$ 80.00	\$ 2.00	\$ 160.00	\$ 1.00	\$ 80.00
20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	80	\$5.00	\$400.00	\$ 1.00	\$ 80.00	\$ 2.00	\$ 160.00	\$ 1.00	\$ 80.00
20200100	EARTH EXCAVATION	CU YD	2,800	\$20.00	\$56,000.00	\$ 47.00	\$ 131,600.00	\$ 34.50	\$ 96,600.00	\$ 38.00	\$ 106,400.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	3,500	\$50.00	\$175,000.00	\$ 20.00	\$ 70,000.00	\$ 34.50	\$ 120,750.00	\$ 15.00	\$ 52,500.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	3,500	\$50.00	\$175,000.00	\$ 20.00	\$ 70,000.00	\$ 36.00	\$ 126,000.00	\$ 15.00	\$ 52,500.00
20800150	TRENCH BACKFILL	CU YD	975	\$35.00	\$34,125.00	\$ 47.00	\$ 45,825.00	\$ 42.00	\$ 40,950.00	\$ 38.00	\$ 37,050.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	5,900	\$1.50	\$8,850.00	\$ 2.00	\$ 11,800.00	\$ 2.00	\$ 11,800.00	\$ 1.00	\$ 5,900.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	5,425	\$5.00	\$27,125.00	\$ 6.00	\$ 32,550.00	\$ 8.00	\$ 43,400.00	\$ 2.00	\$ 10,850.00
25100125	MULCH, METHOD 3	ACRE	1.6	\$2,000.00	\$3,200.00	\$ 2,500.00	\$ 4,000.00	\$ 2,000.00	\$ 3,200.00	\$ 500.00	\$ 800.00
25200110	SODDING, SALT TOLERANT	SQ YD	5,425	\$20.00	\$108,500.00	\$ 9.00	\$ 48,825.00	\$ 8.00	\$ 43,400.00	\$ 7.00	\$ 37,975.00
25200200	SUPPLEMENTAL WATERING	UNIT	37	\$15.00	\$555.00	\$ 1.00	\$ 37.00	\$ 25.00	\$ 925.00	\$ 1.00	\$ 37.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	80	\$8.00	\$640.00	\$ 4.00	\$ 320.00	\$ 10.00	\$ 800.00	\$ 1.00	\$ 80.00
28000510	INLET FILTERS	EACH	60	\$100.00	\$6,000.00	\$ 220.00	\$ 13,200.00	\$ 150.00	\$ 9,000.00	\$ 10.00	\$ 600.00
30300106	AGGREGATE SUBGRADE IMPROVEMENT 6"	SQ YD	1,013	\$10.00	\$10,130.00	\$ 12.00	\$ 12,156.00	\$ 7.50	\$ 7,597.50	\$ 7.00	\$ 7,091.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	13,290	\$15.00	\$199,350.00	\$ 15.00	\$ 199,350.00	\$ 15.00	\$ 199,350.00	\$ 12.50	\$ 166,125.00
	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,050	\$1.00	\$7,050.00	\$ 0.70	\$ 4,935.00	\$ 0.75	\$ 5,287.50	\$ 0.01	\$ 70.50
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	126	\$100.00	\$12,600.00	\$ 146.00	\$ 18,396.00	\$ 115.00	\$ 14,490.00	\$ 84.00	\$ 10,584.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	85	\$20.00	\$1,700.00	\$ 10.00	\$ 850.00	\$ 15.00	\$ 1,275.00	\$ 10.00	\$ 850.00
40600985	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SQ YD	65	\$20.00	\$1,300.00	\$ 15.00	\$ 975.00	\$ 15.00	\$ 975.00	\$ 10.00	\$ 650.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,933	\$100.00	\$193,300.00	\$ 84.00	\$ 162,372.00	\$ 82.00	\$ 158,506.00	\$ 80.00	\$ 154,640.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,580	\$100.00	\$158,000.00	\$ 90.00	\$ 142,200.00	\$ 88.00	\$ 139,040.00	\$ 84.00	\$ 132,720.00
42001300	PROTECTIVE COAT	SQ YD	480	\$2.00	\$960.00	\$ 1.00	\$ 480.00	\$ 1.00	\$ 480.00	\$ 8.00	\$ 3,840.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	887	\$50.00	\$44,350.00	\$ 58.00	\$ 51,446.00	\$ 52.00	\$ 46,124.00	\$ 50.00	\$ 44,350.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8,710	\$8.00	\$69,680.00	\$ 6.00	\$ 52,260.00	\$ 5.50	\$ 47,905.00	\$ 4.90	\$ 42,679.00
42400800	DETECTABLE WARNINGS	SQ FT	440	\$30.00	\$13,200.00	\$ 35.00	\$ 15,400.00	\$ 35.00	\$ 15,400.00	\$ 25.00	\$ 11,000.00
44000100	PAVEMENT REMOVAL	SQ YD	11,641	\$10.00	\$116,410.00	\$ 22.00	\$ 256,102.00	\$ 18.00	\$ 209,538.00	\$ 12.50	\$ 145,512.50
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,285	\$4.00	\$5,140.00	\$ 11.00	\$ 14,135.00	\$ 10.00	\$ 12,850.00	\$ 3.00	\$ 3,855.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,067	\$20.00	\$21,340.00	\$ 18.00	\$ 19,206.00	\$ 14.00	\$ 14,938.00	\$ 11.50	\$ 12,270.50
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	8,227	\$5.00	\$41,135.00	\$ 10.00	\$ 82,270.00	\$ 4.00	\$ 32,908.00	\$ 3.00	\$ 24,681.00
44000600	SIDEWALK REMOVAL	SQ FT	8,600	\$2.00	\$17,200.00	\$ 1.50	\$ 12,900.00	\$ 3.00	\$ 25,800.00	\$ 1.20	\$ 10,320.00
44200966	CLASS B PATCHES, TYPE I, 10 INCH	SQ YD	50	\$180.00	\$9,000.00	\$ 184.00	\$ 9,200.00	\$ 105.00	\$ 5,250.00	\$ 100.00	\$ 5,000.00
44200970	CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	50	\$160.00	\$8,000.00	\$ 167.00	\$ 8,350.00	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00
44200974	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	74	\$140.00	\$10,360.00	\$ 141.00	\$ 10,434.00	\$ 95.00	\$ 7,030.00	\$ 95.00	\$ 7,030.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	368	\$120.00	\$44,160.00	\$ 116.00	\$ 42,688.00	\$ 78.00	\$ 28,704.00	\$ 85.00	\$ 31,280.00
44201757	CLASS D PATCHES, TYPE III, 9 INCH	SQ YD	15	\$75.00	\$1,125.00	\$ 141.00	\$ 2,115.00	\$ 95.00	\$ 1,425.00	\$ 85.00	\$ 1,275.00
44201759	CLASS D PATCHES, TYPE IV, 9 INCH	SQ YD	180	\$75.00	\$13,500.00	\$ 126.00	\$ 22,680.00	\$ 90.00	\$ 16,200.00	\$ 75.00	\$ 13,500.00
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SQ YD	2,965	\$5.00	\$14,825.00	\$ 4.00	\$ 11,860.00	\$ 3.75	\$ 11,118.75	\$ 4.00	\$ 11,860.00
56100600	WATER MAIN 6"	FOOT	76	\$70.00	\$5,320.00	\$ 78.00	\$ 5,928.00	\$ 90.00	\$ 6,840.00	\$ 80.00	\$ 6,080.00
56100700	WATER MAIN 8"	FOOT	1,800	\$90.00	\$162,000.00	\$ 94.00	\$ 169,200.00	\$ 92.00	\$ 165,600.00	\$ 82.50	\$ 148,500.00
56100900	WATER MAIN 12"	FOOT	893	\$130.00	\$116,090.00	\$ 116.00	\$ 103,588.00	\$ 110.00	\$ 98,230.00	\$ 100.00	\$ 89,300.00
56105000	WATER VALVES 8"	EACH	11	\$2,200.00	\$24,200.00	\$ 1,940.00	\$ 21,340.00	\$ 2,100.00	\$ 23,100.00	\$ 2,450.00	\$ 26,950.00
56105200	WATER VALVES 12"	EACH	1	\$3,000.00	\$3,000.00	\$ 5,120.00	\$ 5,120.00	\$ 3,600.00	\$ 3,600.00	\$ 5,000.00	\$ 5,000.00
56105500	INSERTING VALVES 6"	EACH	11	\$2,500.00	\$27,500.00	\$ 6,900.00	\$ 75,900.00	\$ 8,600.00	\$ 94,600.00	\$ 8,500.00	\$ 93,500.00
56200500	WATER SERVICE LINE 1 1/2"	FOOT	900	\$60.00	\$54,000.00	\$ 131.00	\$ 117,900.00	\$ 75.00	\$ 67,500.00	\$ 35.00	\$ 31,500.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	6	\$1,000.00	\$6,000.00	\$ 850.00	\$ 5,100.00	\$ 800.00	\$ 4,800.00	\$ 650.00	\$ 3,900.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	7	\$4,500.00	\$31,500.00	\$ 5,220.00	\$ 36,540.00	\$ 4,600.00	\$ 32,200.00	\$ 4,450.00	\$ 31,150.00
60207905	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	31	\$1,500.00	\$46,500.00	\$ 1,920.00	\$ 59,520.00	\$ 1,600.00	\$ 49,600.00	\$ 1,650.00	\$ 51,150.00

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	ENGINEER'S ESTIMATE		MARTAM CONSTRUCTION		JOHN NERI CONSTRUCTION		A LAMP CONCRETE CONTRACTORS	
				UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE	UNIT PRICE	TOTAL ITEM PRICE
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	20	\$2,200.00	\$44,000.00	\$ 3,880.00	\$ 77,600.00	\$ 2,800.00	\$ 56,000.00	\$ 3,000.00	\$ 60,000.00
60219300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	\$2,200.00	\$2,200.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$3,000.00	\$3,000.00	\$ 7,320.00	\$ 7,320.00	\$ 6,200.00	\$ 6,200.00	\$ 6,500.00	\$ 6,500.00
60240310	INLETS, TYPE B, TYPE 11 FRAME AND GRATE	EACH	3	\$1,500.00	\$4,500.00	\$ 1,520.00	\$ 4,560.00	\$ 2,750.00	\$ 8,250.00	\$ 1,500.00	\$ 4,500.00
60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	12	\$2,000.00	\$24,000.00	\$ 3,600.00	\$ 43,200.00	\$ 2,800.00	\$ 33,600.00	\$ 2,250.00	\$ 27,000.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$2,300.00	\$6,900.00	\$ 3,880.00	\$ 11,640.00	\$ 3,200.00	\$ 9,600.00	\$ 2,750.00	\$ 8,250.00
60255500	MANHOLES TO BE ADJUSTED	EACH	20	\$500.00	\$10,000.00	\$ 450.00	\$ 9,000.00	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00
60260100	INLETS TO BE ADJUSTED	EACH	7	\$500.00	\$3,500.00	\$ 450.00	\$ 3,150.00	\$ 350.00	\$ 2,450.00	\$ 350.00	\$ 2,450.00
60500040	REMOVING MANHOLES	EACH	1	\$500.00	\$500.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
60500060	REMOVING INLETS	EACH	14	\$350.00	\$4,900.00	\$ 100.00	\$ 1,400.00	\$ 75.00	\$ 1,050.00	\$ 150.00	\$ 2,100.00
60500405	FILLING VALVE VAULTS	EACH	5	\$750.00	\$3,750.00	\$ 450.00	\$ 2,250.00	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00
60600605	CONCRETE CURB, TYPE B	FOOT	1,490	\$20.00	\$29,800.00	\$ 22.00	\$ 32,780.00	\$ 24.00	\$ 35,760.00	\$ 25.00	\$ 37,250.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	8,227	\$20.00	\$164,540.00	\$ 24.00	\$ 197,448.00	\$ 19.50	\$ 160,426.50	\$ 19.00	\$ 156,313.00
66900205	SPECIAL WASTE DISPOSAL	CU YD	1,000	\$35.00	\$35,000.00	\$ 97.00	\$ 97,000.00	\$ 48.00	\$ 48,000.00	\$ 10.00	\$ 10,000.00
67100100	MOBILIZATION	L SUM	1	\$196,000.00	\$196,000.00	\$ 75,000.00	\$ 75,000.00	\$ 155,000.00	\$ 155,000.00	\$ 235,000.00	\$ 235,000.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	100	\$2.00	\$200.00	\$ 8.00	\$ 800.00	\$ 15.00	\$ 1,500.00	\$ 20.00	\$ 2,000.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	96	\$4.00	\$384.00	\$ 14.00	\$ 1,344.00	\$ 25.00	\$ 2,400.00	\$ 30.00	\$ 2,880.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	22	\$8.00	\$176.00	\$ 33.00	\$ 726.00	\$ 50.00	\$ 1,100.00	\$ 40.00	\$ 880.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	165	\$40.00	\$6,600.00	\$ 57.00	\$ 9,405.00	\$ 48.00	\$ 7,920.00	\$ 55.00	\$ 9,075.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	535	\$50.00	\$26,750.00	\$ 59.00	\$ 31,565.00	\$ 52.00	\$ 27,820.00	\$ 60.00	\$ 32,100.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	1,120	\$60.00	\$67,200.00	\$ 67.00	\$ 75,040.00	\$ 58.00	\$ 64,960.00	\$ 75.00	\$ 84,000.00
550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	700	\$50.00	\$35,000.00	\$ 61.00	\$ 42,700.00	\$ 48.00	\$ 33,600.00	\$ 60.00	\$ 42,000.00
550A2540	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 18"	FOOT	130	\$60.00	\$7,800.00	\$ 70.00	\$ 9,100.00	\$ 58.00	\$ 7,540.00	\$ 80.00	\$ 10,400.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	150	\$100.00	\$15,000.00	\$ 38.00	\$ 5,700.00	\$ 10.00	\$ 1,500.00	\$ 1.00	\$ 150.00
X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	62	\$500.00	\$31,000.00	\$ 450.00	\$ 27,900.00	\$ 90.00	\$ 5,580.00	\$ 10.00	\$ 620.00
X5537600	STORM SEWERS TO BE CLEANED 8"	FOOT	194	\$5.00	\$970.00	\$ 5.50	\$ 1,067.00	\$ 6.00	\$ 1,164.00	\$ 5.00	\$ 970.00
X5537700	STORM SEWERS TO BE CLEANED 10"	FOOT	200	\$10.00	\$2,000.00	\$ 5.50	\$ 1,100.00	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00
X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	230	\$15.00	\$3,450.00	\$ 6.50	\$ 1,495.00	\$ 10.00	\$ 2,300.00	\$ 5.00	\$ 1,150.00
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	126	\$75.00	\$9,450.00	\$ 47.00	\$ 5,922.00	\$ 48.00	\$ 6,048.00	\$ 40.00	\$ 5,040.00
Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	8	\$500.00	\$4,000.00	\$ 490.00	\$ 3,920.00	\$ 250.00	\$ 2,000.00	\$ 350.00	\$ 2,800.00
Z0038119	PORTLAND CEMENT CONCRETE SURFACE REMOVAL 1 1/2"	SQ YD	1,331	\$35.00	\$46,585.00	\$ 11.00	\$ 14,641.00	\$ 10.00	\$ 13,310.00	\$ 5.00	\$ 6,655.00
Z0067700	STEEL CASINGS 20"	FOOT	100	\$300.00	\$30,000.00	\$ 436.00	\$ 43,600.00	\$ 425.00	\$ 42,500.00	\$ 100.00	\$ 10,000.00
1	ABANDON EXISTING WATER MAIN, FILL WITH CLSM	CU YD	40	\$125.00	\$5,000.00	\$ 155.00	\$ 6,200.00	\$ 250.00	\$ 10,000.00	\$ 10.00	\$ 400.00
2	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 8"	FOOT	20	\$50.00	\$1,000.00	\$ 50.00	\$ 1,000.00	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00
3	CCDD/LUST TESTING, MANAGEMENT, & COMPLIANCE	L SUM	1	\$20,000.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 1,000.00	\$ 1,000.00
4	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$20,000.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,500.00	\$ 21,500.00	\$ 1,000.00	\$ 1,000.00
5	STAIR REPAIR / REPLACEMENT	EACH	4	\$1,000.00	\$4,000.00	\$ 1,200.00	\$ 4,800.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
6	RELAY SANITARY SEWER, PVC SDR 26, 12"	FOOT	220	\$150.00	\$33,000.00	\$ 167.00	\$ 36,740.00	\$ 130.00	\$ 28,600.00	\$ 130.00	\$ 28,600.00
7	PAVER REMOVAL, SALVAGE, AND REPLACEMENT	SQ FT	2,445	\$25.00	\$61,125.00	\$ 18.00	\$ 44,010.00	\$ 14.00	\$ 34,230.00	\$ 10.00	\$ 24,450.00
8	STORM SEWER SERVICES 6", PVC	FOOT	235	\$120.00	\$28,200.00	\$ 46.00	\$ 10,810.00	\$ 48.00	\$ 11,280.00	\$ 50.00	\$ 11,750.00
9	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$75,000.00	\$75,000.00	\$ 225,000.00	\$ 225,000.00	\$ 42,250.00	\$ 42,250.00	\$ 200,000.00	\$ 200,000.00
10	SANITARY LATERAL REPAIR 6", PVC	FOOT	415	\$100.00	\$41,500.00	\$ 42.00	\$ 17,430.00	\$ 50.00	\$ 20,750.00	\$ 50.00	\$ 20,750.00
11	REPAIR/REPLACE LANDSCAPE WALL	SQ FT	570	\$50.00	\$28,500.00	\$ 38.00	\$ 21,660.00	\$ 30.00	\$ 17,100.00	\$ 40.00	\$ 22,800.00
12	REMOVING AND RESETTING STREET SIGNS	EACH	19	\$50.00	\$950.00	\$ 150.00	\$ 2,850.00	\$ 250.00	\$ 4,750.00	\$ 200.00	\$ 3,800.00
13	CIPP LINER FOR SANITARY SEWER, 12"	FOOT	1,480	\$120.00	\$177,600.00	\$ 43.00	\$ 63,840.00	\$ 45.00	\$ 66,600.00	\$ 43.00	\$ 63,640.00
14	SANITARY LATERAL ENCASEMENT	EACH	10	\$100.00	\$1,000.00	\$ 1,420.00	\$ 14,200.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00
Engineer's Estimate of Probable Construction Cost =					\$3,474,825		\$ 3,558,598.50	AS CALC	\$ 3,144,077.75	AS CALC	\$ 2,819,353.50
								AS READ	\$ 3,147,077.75		
									\$ (3,000.00)		

DATE: March 3, 2015

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> First Reading - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b> 2015 MPI Resurfacing Project	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

Funding for this project is provided under the 2015 Maintenance Program of the Master Infrastructure Plan.

On March 26, 2014, five bids were received for the Pavement Patching and Resurfacing Program for the municipalities of Bensenville, Burr Ridge, Glen Ellyn, Hinsdale, and Villa Park. This joint bid process is part of the Municipal Partnering Initiative (MPI) in which the Village of Hinsdale elected to participate. The MPI allows communities to purchase goods and services in bulk and therefore realize savings due to economies of scale. The bids included pricing for 2014, 2015, and 2016. The bid process was managed by the Village of Glen Ellyn under CFB # 2014-001.

The Village of Hinsdale contracted with the lowest responsible bidder, Hardin Paving Services, for the 2014 Repaving Project. Due to their satisfactory performance in 2014, staff recommends Hardin Paving Services perform the pavement patching and resurfacing for 2015 at the following locations:

**Resurfacing Streets**

<u>Street</u>	<u>From</u>	<u>To</u>
Madison Street	Morris Lane	Hickory Street
Madison Street	Walnut Street	Maple Street
Oak Street	Chicago Avenue	First Street
Clay Street	Hickory Street	Walnut Street

**Street Patching**

<u>Street</u>	<u>From</u>	<u>To</u>
Chicago Avenue	Stough Street	Madison Street
Monroe Street	Walnut Street	Chestnut Street
Garfield Street	Hickory Street	Maple Street
Garfield Street	Hinsdale Avenue	55 <sup>th</sup> Street
County Line Road	Third Street	Sixth Street

A quantity summary is attached. The quantities are based upon engineer's estimates. Final payouts will be dependent upon actual work done. The total bid from Hardin Paving Services is \$250,519. The 2015 Maintenance budget is \$300,000. The Maintenance budget includes the resurfacing and patching by Hardin Paving and \$30,000 of crack filling by Patriot Paving for a total cost of \$280,519. This provides \$19,481 or 7.8% contingency for the project.

**Motion: To Award the 2015 MPI Resurfacing Project to Harding Paving Services in the Amount Not to Exceed \$250,519.**

<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>				

**2015 Maintenance (MPI Resurfacing)**

Date: 02/25/15

ITEM #	ITEM	UNIT	UNIT PRICE	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75	314	\$ 25,334.69
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00	0	\$ -
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75	1046	\$ 84,448.98
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50	343	\$ 1,888.33
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50	7470	\$ 41,085.31
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00	0	\$ -
7	CLASS D PATCHES 6"	SY	\$ 61.00	1397	\$ 85,220.73
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00	26	\$ 26.15
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65	0	\$ -
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30	0	\$ -
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	660	\$ 3,036.00
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	113	\$ 978.75
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	1	\$ 8,500.00

TOTAL

\$ 250,518.93

## RESURFACING

ITEM #	ITEM	UNIT	PRICE	MADISON ST. (Morris - Hickory)		MADISON ST. (Walnut - Maple)		OAK ST. (Chicago - First)		CLAY ST. (Hickory - Walnut)	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75	109	\$ 8,777.77	68	\$ 5,452.40	74	\$ 5,961.69	64	\$ 5,142.83
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00		\$ -		\$ -		\$ -		\$ -
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75	362	\$ 29,259.22	225	\$ 18,174.67	246	\$ 19,872.31	212	\$ 17,142.78
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50		\$ -		\$ -		\$ -	343	\$ 1,888.33
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50	2588	\$ 14,234.92	1608	\$ 8,842.17	1758	\$ 9,668.08	1516	\$ 8,340.14
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00		\$ -		\$ -		\$ -		\$ -
7	CLASS D PATCHES 6"	SY	\$ 61.00	259	\$ 15,787.82	161	\$ 9,806.77	176	\$ 10,722.78	152	\$ 9,249.97
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00	9	\$ 9.06	6	\$ 5.63	6	\$ 6.15	5	\$ 5.31
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65		\$ -		\$ -		\$ -		\$ -
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30		\$ -		\$ -		\$ -		\$ -
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	300	\$ 1,380.00	120	\$ 552.00		\$ -	120	\$ 552.00
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	63	\$ 543.75		\$ -		\$ -		\$ -
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44
SUB-TOTAL					\$ 70,936.98		\$ 43,778.08		\$ 47,175.46		\$ 43,265.81
TOTAL											\$ 205,156.32

## PATCHING ONLY

ITEM #	ITEM	UNIT	PRICE	CHICAGO AVE. (Stough - Madison)		MONROE ST. (Walnut - Chestnut)		GARFIELD ST. (Hickory - Maple)		GARFIELD ST. (First - 55th)		COUNTY LINE RD. (Third - Sixth)	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75		\$ -		\$ -		\$ -		\$ -		\$ -
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00		\$ -		\$ -		\$ -		\$ -		\$ -
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75		\$ -		\$ -		\$ -		\$ -		\$ -
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50		\$ -		\$ -		\$ -		\$ -		\$ -
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50		\$ -		\$ -		\$ -		\$ -		\$ -
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00		\$ -		\$ -		\$ -		\$ -		\$ -
7	CLASS D PATCHES 6"	SY	\$ 61.00	51	\$ 3,087.28	374	\$ 22,820.78	66	\$ 4,015.83	74	\$ 4,524.17	85	\$ 5,205.33
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00		\$ -		\$ -		\$ -		\$ -		\$ -
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65		\$ -		\$ -		\$ -		\$ -		\$ -
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30		\$ -		\$ -		\$ -		\$ -		\$ -
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	120	\$ 552.00		\$ -		\$ -		\$ -		\$ -
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	50	\$ 435.00		\$ -		\$ -		\$ -		\$ -
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44
SUB-TOTAL					\$ 5,018.72		\$ 23,765.22		\$ 4,960.28		\$ 5,468.61		\$ 6,149.78
TOTAL											\$ 45,362.61		\$

**CONTRACT BETWEEN  
VILLAGE OF HINSDALE**

**AND**

**HARDIN PAVING SERVICES**

**FOR**

**2015 PAVEMENT PATCHING AND RESURFACING**

**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF GLEN ELLYN BID #2014-001**

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**HARDIN PAVING SERVICES**  
**FOR**  
**2015 PAVEMENT PATCHING AND RESURFACING**  
**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF GLEN ELLYN BID #2014-001**

**TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>THE WORK</b>
1.1	Performance of the Work
1.2	Commencement and Completion Dates
1.3	Required Submittals
1.4	Review and Interpretation of Contract Provisions
1.5	Conditions at the Work Site; Record Drawings
1.6	Technical Ability to Perform
1.7	Financial Ability to Perform
1.8	Time
1.9	Safety at the Work Site
1.10	Cleanliness of the Work Site and Environs
1.11	Damage to the Work, the Work Site, and Other Property
1.12	Subcontractors and Suppliers
1.13	Simultaneous Work By Others
1.14	Occupancy Prior to Final Payment
1.15	Owner's Right to Terminate or Suspend Work for Convenience
<b>ARTICLE II</b>	<b>CHANGES AND DELAYS</b>
2.1	Changes
2.2	Delays
<b>ARTICLE III</b>	<b>CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK</b>
3.1	Inspection; Testing; Correction of Defects
3.2	Warranty of Work
3.3	Owner's Right to Correct

**ARTICLE IV            FINANCIAL ASSURANCES**

- 4.1    Bonds
- 4.2    Insurance
- 4.3    Indemnification

**ARTICLE V            PAYMENT**

- 5.1    Contract Price
- 5.2    Taxes and Benefits
- 5.3    Progress Payments
- 5.4    Final Acceptance and Final Payment
- 5.5    Liens
- 5.6    Deductions

**ARTICLE VI           DISPUTES AND REMEDIES**

- 6.1    Dispute Resolution Procedure
- 6.2    Contractor's Remedies
- 6.3    Owner's Remedies
- 6.4    Owner's Special Remedy for Delay
- 6.5    Terminations and Suspensions Deemed for Convenience

**ARTICLE VII          LEGAL RELATIONSHIPS AND REQUIREMENTS**

- 7.1    Binding Effect
- 7.2    Relationship of the Parties
- 7.3    No Collusion/Prohibited Interests
- 7.4    Assignment
- 7.5    Confidential Information
- 7.6    No Waiver
- 7.7    No Third Party Beneficiaries
- 7.8    Notices
- 7.9    Governing Laws
- 7.10   Changes in Laws
- 7.11   Compliance with Laws
- 7.12   Compliance with Patents
- 7.13   Time
- 7.14   Severability
- 7.15   Entire Agreement
- 7.16   Amendments

**CONTRACTOR'S CERTIFICATION**

- ATTACHMENT A**    Invitation for bids CFB32014-001, Pavement Patching and Resurfacing Program
- ATTACHMENT B**    Village of Hinsdale 2054 MPI Streets Quantities

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**HARDIN PAVING SERVICES**  
**FOR**  
**2015 PAVEMENT PATCHING AND RESURFACING**  
**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF GLEN ELLYN BID #2014-001**

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and Hardin Paving Services, 4413 Roosevelt Road, Suite 108, Hillside, IL 60162 ("Contractor"), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

Per the bid documents and specifications, pavement patching and resurfacing is to be performed at the following locations:

<u>Resurfacing Streets</u>		
<u>Street</u>	<u>From</u>	<u>To</u>
Madison Street	Morris Lane	Hickory Street
Madison Street	Walnut Street	Maple Street
Oak Street	Chicago Avenue	First Street
Clay Street	Hickory Street	Walnut Street

<u>Street Patching</u>		
<u>Street</u>	<u>From</u>	<u>To</u>
Chicago Avenue	Stough Street	Madison Street
Monroe Street	Walnut Street	Chestnut Street
Garfield Street	Hickory Street	Maple Street
Garfield Street	Hinsdale Avenue	55 <sup>th</sup> Street
County Line Rd	Third Street	Sixth Street

Contract quantities are listed in Attachment B.

## **1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B. All line items listed in Attachment B shall be completed according to Illinois Department of Transportation Standard Specifications.
2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 45 Working Days as defined by article 108.04 of the Standard Specifications. The Work shall be completed no later than October 30, 2015.

## **1.3 Required Submittals**

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by

Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2012.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any

Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

### **1.9 Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

### **1.10 Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be

encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.13 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with

the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II**

### **CHANGES AND DELAYS**

#### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

#### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the

Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

### **ARTICLE III**

#### **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

##### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

##### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

#### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

### **ARTICLE V** **PAYMENT**

#### **5.1 Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B, **not to exceed \$250,518.93.00** subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduced at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific

day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village

Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

## **5.5    Liens**

A.    Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B.    Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C.    Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D.    Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6    Deductions**

A.    Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable,

nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI

### DISPUTES AND REMEDIES

#### 6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose

of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## **ARTICLE VII**

### **LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### **7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

**7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attention: VILLAGE CLERK

with a copy to:  
Klein, Thorpe, Jenkins  
Lance Malina  
20 N. Wacker Drive Suite 1660  
Chicago, IL 60606-2903

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Hardin Paving Services  
4413 Roosevelt Road Suite 108  
Hillside, IL 60162

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

#### **7.9 Governing Laws**

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.11 Compliance with Laws**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no

other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**VILLAGE OF HINSDALE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kathleen Gargano  
Village Manager

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

Attest/Witness

**HARDIN PAVING SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF ILLINOIS )

) SS

COUNTY OF \_\_\_\_\_ )

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest/Witness:

HARDIN PAVING SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[SEAL]

# INVITATION FOR BIDS

**CFB # 2014-001**

**BID DOCUMENTS AND SPECIFICATIONS**

## PAVEMENT PATCHING AND RESURFACING PROGRAM

**FOR THE MUNICIPALITIES OF:**

**BENSENVILLE, GLEN ELLYN, HINSDALE, VILLA PARK**



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**VILLAGE OF GLEN ELLYN**

**PUBLIC WORKS RENO CENTER  
30 SOUTH LAMBERT ROAD  
GLEN ELLYN, IL 60137**

**630.547.5512**

**LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received in the Village of Glen Ellyn Civic Center at 535 Duane Street, Glen Ellyn, IL 60137 until 11:00 a.m. local time on Tuesday, April 15, 2014, and then at said office publicly opened and read aloud for the following:

**CFB # 2014-001**

**PAVEMENT PATCHING AND RESURFACING PROGRAM  
FOR  
THE MUNICIPALITIES OF:**

**BENSENVILLE, GLEN ELLYN, HINSDALE, AND VILLA PARK**

**A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON Tuesday, April 08, 2014 AT 9:00 AM AT THE GLEN ELLYN PUBLIC WORKS RENO CENTER, 30 SOUTH LAMBERT ROAD, GLEN ELLYN, IL 60137.**

Scope of work includes: pavement patching including the saw cutting, removal and placement of new hot mix asphalt; and the removal and replacement of hot mix asphalt by means of a milling machine and asphalt paver for larger areas to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at GLEN ELLYN PUBLIC WORKS RENO CENTER, 30 SOUTH LAMBERT ROAD, GLEN ELLYN, IL 60137, or by calling 630.547.5512.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Glen Ellyn for not less than five percent (5%) of the total bid amount.

**All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).**

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Council.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Glen Ellyn reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: March 31, 2014



Village of Glen Ellyn Public Works Department  
30 South Lambert Road  
Glen Ellyn, IL 60137

# SUBMISSION INFORMATION

CFB # 2014-001

BID OPENING DATE: April 15, 2014  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall  
535 Duane Street  
Glen Ellyn, IL 60137

\*\*\*Please include four (4) completed copies of materials submitted\*\*\*

## INVITATION TO BID CONTRACTOR INFORMATION

Company Name: BUILDERS PAVING LLC d/b/a HARDEN PAVING SERVICES  
Address: 4413 ROOSEVELT RD. SUITE 108  
City, State, Zip Code: HELENDORF, IL 60162

**Pavement Patching and Resurfacing Services**  
per the specifications identified herein



## I. BASE BID ITEMS

### A. PAVEMENT PATCHING

Class "D" Patches		Total Estimated Quantities	Unit Prices (\$/SY)			Extended Prices		
TYPE	DEPTH	Square Yards	2014	2015	2016	2014	2015	2016
2	3	25	70.72	72.56	78.64	1,768.00	1,814.00	1,966.00
4	2	11,500	16.15	16.71	17.30	185,725.00	192,165.00	198,950.00
4	3	1700	31.85	33.00	34.15	54,145.00	56,100.00	58,055.00
4	4	600	40.00	41.50	43.50	24,000.00	24,900.00	26,100.00
4	6	500	59.00	61.00	63.50	29,500.00	30,500.00	31,750.00

Total Pavement Patching Bid for 2014: \$ 295,138.00

**PAVEMENT RESURFACING**

	Total Estimated Quantities	Unit Prices			Extended Prices		
		2014	2015	2016	2014	2015	2016
HMA Removal, 1 1/2" to 2" by Milling	30,300 SY	5.30	5.50	5.70	160,590.00	166,650.00	172,710.00
HMA Resurfacing w/Paver	3,500 Ton	78.00	80.75	83.50	273,000.00	282,625.00	292,250.00

Total Pavement Resurfacing Bid for 2014: \$ 433,590.00

**BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.**

**All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company

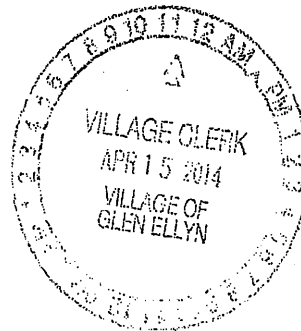
Name: Ryan Gandy - Bur-Louis Paving, LLC d/b/a HARDEN PAVING SERVICES

Typed/Printed Name: RYAN GANDY Date: 4/14/2014

Title: VICE PRESIDENT Telephone

Number: 847-419-9000

E-mail: rgandy@hardenpaving.com



**Addendum No. 1:**

[Signature]  
Acknowledged  
Ryan Gandy - VICE PRESIDENT

**ATTACHMENT B****2015 Pavement Patching and Resurfacing**

Date: 02/25/15

ITEM #	ITEM	UNIT	UNIT PRICE	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75	314	\$ 25,334.69
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00	0	\$ -
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75	1046	\$ 84,448.98
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50	343	\$ 1,888.33
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50	7470	\$ 41,085.31
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00	0	\$ -
7	CLASS D PATCHES 6"	SY	\$ 61.00	1397	\$ 85,220.73
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00	26	\$ 26.15
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65	0	\$ -
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30	0	\$ -
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	660	\$ 3,036.00
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	113	\$ 978.75
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	1	\$ 8,500.00

TOTAL

\$ 250,518.93

## RESURFACING

ITEM #	ITEM	UNIT	UNIT PRICE	MADISON ST. (Morris - Hickory)		MADISON ST. (Walnut - Maple)		OAK ST. (Chicago - First)		CLAY ST. (Hickory - Walnut)	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75	109	\$ 8,777.77	68	\$ 5,452.40	74	\$ 5,961.69	64	\$ 5,142.83
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00		-		-		-		-
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75	362	\$ 29,259.22	225	\$ 18,174.67	246	\$ 19,872.31	212	\$ 17,142.78
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50		-		-		-	343	\$ 1,888.33
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50	2588	\$ 14,234.92	1608	\$ 8,842.17	1758	\$ 9,668.08	1516	\$ 8,340.14
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00		-		-		-		-
7	CLASS D PATCHES 6"	SY	\$ 61.00	259	\$ 15,787.82	161	\$ 9,806.77	176	\$ 10,722.78	152	\$ 9,249.97
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00	9	\$ 9.06	6	\$ 5.63	6	\$ 6.15	5	\$ 5.31
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65		-		-		-		-
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30		-		-		-		-
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	300	\$ 1,380.00	120	\$ 552.00		-	120	\$ 552.00
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	63	\$ 543.75		-		-		-
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44
SUB-TOTAL					\$ 70,936.98		\$ 43,778.08		\$ 47,175.46		\$ 43,265.81
TOTAL											\$ 205,156.32

## PATCHING ONLY

ITEM #	ITEM	UNIT	UNIT PRICE	CHICAGO AVE. (Stough - Madison)		MONROE ST. (Walnut - Chestnut)		GARFIELD ST. (Hickory - Maple)		GARFIELD ST. (First - 55th)		COUNTY LINE RD. (Third - Sixth)	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1	LEVELING BINDER (MACHINE METHOD) N50	TN	\$ 80.75		-		-		-		-		-
2	HOT-MIX ASPHALT BINDER CRSE IL-19.0 N50	TN	\$ 74.00		-		-		-		-		-
3	HOT-MIX ASPHALT SURFACE CRSE IL-19.0 N50	TN	\$ 80.75		-		-		-		-		-
4	PCC SURFACE REMOVAL (VAR DEPTH)	SY	\$ 5.50		-		-		-		-		-
5	HOT-MIX ASPHALT SURFACE REMOVAL 2-1/2"	SY	\$ 5.50		-		-		-		-		-
6	HOT-MIX ASPHALT SURFACE REMOVAL 4"	SY	\$ 6.00		-		-		-		-		-
7	CLASS D PATCHES 6"	SY	\$ 61.00	51	\$ 3,087.28	374	\$ 22,820.78	66	\$ 4,015.83	74	\$ 4,524.17	85	\$ 5,205.33
8	BITUMINOUS MATERIAL (PRIME COAT)	TN	\$ 1.00		-		-		-		-		-
9	THPL PAVEMENT MARKING LETTERS & SYMBOL	SF	\$ 8.65		-		-		-		-		-
10	THPL PAVEMENT MARKING LINE 4"	LF	\$ 1.30		-		-		-		-		-
11	THPL PAVEMENT MARKING LINE 12"	LF	\$ 4.60	120	\$ 552.00		-		-		-		-
12	THPL PAVEMENT MARKING LINE 24"	LF	\$ 8.70	50	\$ 435.00		-		-		-		-
13	TRAFFIC CONTROL & PROTECTION	LS	\$ 8,500.00	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44	0.11	\$ 944.44
SUB-TOTAL					\$ 5,018.72		\$ 23,765.22		\$ 4,960.28		\$ 5,468.61		\$ 6,149.78
TOTAL											\$ 45,362.61		

DATE: March 3, 2015

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# REQUEST FOR BOARD ACTION

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> First Reading - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b> 2015 MPI Crack Sealing Project	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

Funding for this project is provided under the 2015 Maintenance Program of the Master Infrastructure Plan.

On April 2, 2014, four bids were received for the Crack Sealing Program for the municipalities of Bensenville, Burr Ridge, Glen Ellyn, Hinsdale, and Villa Park. This joint bid process is part of the Municipal Partnering Initiative (MPI) in which the Village of Hinsdale elected to participate. The MPI allows communities to purchase goods and services in bulk and therefore realize savings due to economies of scale. The bids included pricing for 2014 with the option to renew in 2015 and 2016. The bid process was managed by the Village of Downers Grove under CFB # ST-004C.

The Village of Hinsdale contracted with the lowest responsible bidder, Patriot Pavement Management, for the 2014 Crack Sealing Project. Due to their satisfactory performance in 2014, staff recommends Patriot Pavement Management perform the crack sealing for 2015 at the following locations:

## Crack Filling

<u>Street</u>	<u>From</u>	<u>To</u>
Washington Street	Ogden Avenue	Maple Street
Lincoln Street	Third Street	Eighth Street
Princeton Road	First Street	Woodside Avenue

The 2015 Maintenance budget is \$300,000. The Maintenance budget includes resurfacing and patching by Hardin Paving at a cost of \$250,519 and \$30,000 of crack sealing by Patriot Pavement for a total cost of \$280,519. This provides \$19,481 or 7.8% contingency. The quantities associated with streets to be crack sealed are based upon engineers estimated quantities. Final payouts will be dependent upon actual work done.

**Motion: To Award the 2015 MPI Crack Sealing Project to Patriot Pavement Management in the Amount Not to Exceed \$30,000.**

<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>				

**CONTRACT BETWEEN  
VILLAGE OF HINSDALE**

**AND**

**PATRIOT PAVEMENT MAINTENANCE, INC.**

**FOR**

**2015 CRACK SEALING PROJECT**

**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF DOWNERS GOVE BID #ST-004C**

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**PATRIOT PAVEMENT MAINTENANCE, INC.**  
**FOR**  
**2015 CRACK SEALING PROJECT**  
**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF DOWNERS GOVE BID #ST-004C**

**TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>THE WORK</b>
1.1	Performance of the Work
1.2	Commencement and Completion Dates
1.3	Required Submittals
1.4	Review and Interpretation of Contract Provisions
1.5	Conditions at the Work Site; Record Drawings
1.6	Technical Ability to Perform
1.7	Financial Ability to Perform
1.8	Time
1.9	Safety at the Work Site
1.10	Cleanliness of the Work Site and Environs
1.11	Damage to the Work, the Work Site, and Other Property
1.12	Subcontractors and Suppliers
1.13	Simultaneous Work By Others
1.14	Occupancy Prior to Final Payment
1.15	Owner's Right to Terminate or Suspend Work for Convenience
<b>ARTICLE II</b>	<b>CHANGES AND DELAYS</b>
2.1	Changes
2.2	Delays
<b>ARTICLE III</b>	<b>CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK</b>
3.1	Inspection; Testing; Correction of Defects
3.2	Warranty of Work
3.3	Owner's Right to Correct

**ARTICLE IV            FINANCIAL ASSURANCES**

- 4.1    Bonds
- 4.2    Insurance
- 4.3    Indemnification

**ARTICLE V            PAYMENT**

- 5.1    Contract Price
- 5.2    Taxes and Benefits
- 5.3    Progress Payments
- 5.4    Final Acceptance and Final Payment
- 5.5    Liens
- 5.6    Deductions

**ARTICLE VI           DISPUTES AND REMEDIES**

- 6.1    Dispute Resolution Procedure
- 6.2    Contractor's Remedies
- 6.3    Owner's Remedies
- 6.4    Owner's Special Remedy for Delay
- 6.5    Terminations and Suspensions Deemed for Convenience

**ARTICLE VII          LEGAL RELATIONSHIPS AND REQUIREMENTS**

- 7.1    Binding Effect
- 7.2    Relationship of the Parties
- 7.3    No Collusion/Prohibited Interests
- 7.4    Assignment
- 7.5    Confidential Information
- 7.6    No Waiver
- 7.7    No Third Party Beneficiaries
- 7.8    Notices
- 7.9    Governing Laws
- 7.10   Changes in Laws
- 7.11   Compliance with Laws
- 7.12   Compliance with Patents
- 7.13   Time
- 7.14   Severability
- 7.15   Entire Agreement
- 7.16   Amendments

**CONTRACTOR'S CERTIFICATION**

- ATTACHMENT A**    Invitation for bids CFB #ST-004C, Crack Sealing and Seal Coating Services
- ATTACHMENT B**    Village of Hinsdale 2015 Crack Sealing Estimates

**CONTRACT BETWEEN**  
**VILLAGE OF HINSDALE**  
**AND**  
**PATRIOT PAVEMENT MAINTENANCE, INC.**  
**FOR**  
**2015 CRACK SEALING PROJECT**  
**DUPAGE MUNICIPAL PARTNERING INITIATIVE**  
**VILLAGE OF DOWNERS GOVE BID #ST-004C**

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and Patriot Pavement Maintenance, Inc., 825 Seegars, Des Plaines, IL 60016 ("Contractor"), make this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

Per the bid documents and specifications, crack sealing to be performed at the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Washington Street	Ogden Avenue	Maple Street
Lincoln Street	Third Street	Eighth Street
Princeton Road	First Street	Woodside Avenue

Contract quantities are listed in Attachment B.

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

All line items listed in Attachment B shall be completed according to Illinois Department of Transportation Standard Specifications.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 45 Working Days as defined by article 108.04 of the Standard Specifications. The Work shall be completed no later than October 30, 2015.

## **1.3 Required Submittals**

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less.

All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2012.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

## **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

## **1.9 Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

## **1.10 Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

## **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.13 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

#### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II**

### **CHANGES AND DELAYS**

#### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

#### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from

any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

### **ARTICLE III**

#### **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

##### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

##### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## **ARTICLE IV** **FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection

with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

## **ARTICLE V**

### **PAYMENT**

#### **5.1 Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B, **not to exceed \$30,000.00** subject to any additions, deductions, or withholdings provided for in this Contract.

#### **5.2 Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduced at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior

Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in

writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

## **5.5    Liens**

A.    Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B.    Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C.    Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D.    Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6    Deductions**

A.    Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of

Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## **ARTICLE VI**

### **DISPUTES AND REMEDIES**

#### **6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

#### **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

### **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and

take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## **ARTICLE VII**

### **LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### **7.2 Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### **7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

**7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attention: VILLAGE CLERK

with a copy to:  
Klein, Thorpe, Jenkins  
Lance Malina  
20 N. Wacker Drive Suite 1660

Chicago, IL 60606-2903

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Patriot Pavement Maintenance, Inc.  
825 Seegars  
Des Plaines, IL 60016

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

#### **7.9 Governing Laws**

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **7.11 Compliance with Laws**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois

Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**VILLAGE OF HINSDALE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Kathleen Gargano  
Village Manager

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

Attest/Witness

**PATRIOT PAVEMENT  
MAINTENANCE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF \_\_\_\_\_ )       SS

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest/Witness:

PATRIOT PAVEMENT  
MAINTENANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[SEAL]

**CALL FOR BIDS**

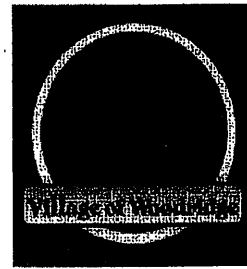
**CFB # ST-004C**

**BID DOCUMENTS AND SPECIFICATIONS**

**CRACK SEALING AND SEAL COATING SERVICES**

**FOR THE MUNICIPALITIES OF:**

**BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE,  
LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE**



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**VILLAGE OF DOWNERS GROVE  
PUBLIC WORKS  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
(630) 434-5460**

Village of Downers Grove Public Works Department  
5101 Walnut Ave  
Downers Grove, IL 60515

#### SUBMISSION INFORMATION

INVITATION # ST-004C  
BID OPENING DATE: April 2, 2014  
TIME: 10:00 A.M. Local Time  
LOCATION: Public Works

COPIES: One (1) original & ten (10) copies

#### INVITATION TO BID CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

**Crack Sealing and Seal Coating Services**  
per the specifications identified herein

#### I. BASE BID ITEMS

##### A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	355,414	LB	\$ _____	\$ _____
2 Year 2 (optional)	352,800	LB	\$ _____	\$ _____
3 Year 3 (optional)	351,800	LB	\$ _____	\$ _____

##### B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	1,898	LB	\$ _____	\$ _____
5 Year 2 (optional)	1,900	LB	\$ _____	\$ _____
6 Year 3 (optional)	1,900	LB	\$ _____	\$ _____

E. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT MUNICIPAL FACILITY

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Downers Grove	No			_____ n/a %
Village of Glen Ellyn	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Hinsdale	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Lombard	No			_____ n/a %
Village of Villa Park	Yes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____ %
Village of Wayne	No			_____ n/a %
City of West Chicago	No			_____ n/a %
Village of Woodridge	No			_____ n/a %

**1. INTENT**

It is the intent of the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Downers Grove is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 670/0.01).

**2. PRE-BID CONFERENCE**

A NON-MANDATORY PRE-BID CONFERENCE will be held on March 26, 2014 at 10:00 a.m. at the VILLAGE OF DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, ILLINOIS 60515.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

**3. BID PRICE**

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, and seal coating bike paths.

The Contractor shall identify the discount for each Municipality if equipment staging is allowed at municipal facilities.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

**4. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Downers Grove to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Downers Grove will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

**Any bid not complying with the Security requirement will be rejected as non-responsive.**

**5. VOLUME/ESTIMATED QUANTITY**

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

**10. CONTACT WITH MUNICIPAL PERSONNEL**

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

**11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any Municipality, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the bidding process.

The Village of Downers Grove requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

**12. DOCUMENT OBTAINED FOR OTHER SOURCES**

The Village of Downers Grove is the only official source for bid packages and supporting materials. Registration with the Village of Downers Grove is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Downers Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Downers Grove will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Downers Grove will NOT re-release the project absent extraordinary circumstances.

**13. PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois - Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Municipality or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the

- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

**19. AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

**20. SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Village of Downers Grove is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

**21. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

**22. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Downers Grove will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for the base bid (year one), years two (2) and/or three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Downers Grove.

**23. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the Municipalities, even though not specifically detailed or mentioned.

**24. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: Andy Sikich [asikich@downers.us](mailto:asikich@downers.us). Questions must be submitted **no later than 4:00 p.m. on March 27, 2014.**

## 29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage:** \$2,000,000.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name each **Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states each **Municipality** has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number \_\_\_\_\_ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense

Invoices shall be delivered to:

**Village of Burr Ridge**  
Paul D. May, P.E.  
Director of Public Works  
451 Commerce Street  
Burr Ridge, IL 60527

**Village of Downers Grove**  
Andy Sikich  
5101 Walnut Ave  
Downers Grove, IL 60515

**Village of Glen Ellyn**  
Julius Hansen, DPW  
30 S. Lambert Road  
Glen Ellyn, IL 60137

**Village of Hinsdale**  
George Franco  
19 E. Chicago Ave  
Hinsdale, IL 60521

**Village of Lombard**  
Tom Dixon  
1051 S. Hammerschmidt Ave.  
Lombard, IL 60148

**Village of Villa Park**  
Public Works Department  
Attn: Kevin Mantels  
20 South Ardmore Ave.  
Villa Park, IL 60181

**Village of Wayne**  
Attn: Dan Lynch  
5 N 430 Railroad Street  
PO Box 532  
Wayne, IL 60182

**City of West Chicago**  
Director of Public Works  
475 Main Street  
West Chicago, IL 60185

**Village of Woodridge**  
Adam Frederick, P.E.  
Department of Public Works  
1 Plaza Drive  
Woodridge, IL 60517

**34. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Downers Grove Call for Bids General Terms & Specifications and the Contractor's Bid Response.

**35. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

**36. NON-ENFORCEMENT BY THE MUNICIPALITIES**

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**37. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

**38. TERMINATION**

The Village of Downers Grove reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**39. VILLAGE CONTRACTOR'S LICENSE**

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

**40. AUDIT/ACCESS TO RECORDS**

A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to

## LABOR STATUTES, RECORDS AND RATES

### CONSTRUCTION CONTRACTS

for

**MUNICIPALITIES - STATE OF ILLINOIS**

**MARCH 2014**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

**1.0 Equal Employment Opportunity:**

- 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
- 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
- 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
- 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

**7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

- 7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**8.0 PATRIOT ACT COMPLIANCE**

- 8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

<b>Village of Lombard</b>	2014	78	95,000	Pounds of sealant
	2015	NA	95,000	Pounds of sealant
	2016	NA	95,000	Pounds of sealant
<b>Village of Villa Park</b>	2014	14	35,000	Pounds of sealant
	2015	NA	35,000	Pounds of sealant
	2016	NA	35,000	Pounds of sealant
<b>Village of Wayne</b>	2014	15	16,000	Pounds of sealant
	2015	NA	16,000	Pounds of sealant
	2016	NA	16,000	Pounds of sealant
<b>City of West Chicago</b>	2014	4	28,000	Pounds of sealant
	2015	NA	28,000	Pounds of sealant
	2016	NA	28,000	Pounds of sealant
<b>Village of Woodridge</b>	2014	55	73,614	Pounds of sealant
	2015	NA	71,000	Pounds of sealant
	2016	NA	70,000	Pounds of sealant
<b>2014 TOTAL</b>			355,414	Pounds of sealant
<b>2015 TOTAL</b>			352,800	Pounds of sealant
<b>2016 TOTAL</b>			351,800	Pounds of sealant

#### B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

<b>Municipality</b>	<b>Year</b>	<b>Number of locations</b>	<b>Quantity</b>	<b>Unit</b>
<b>Village of Glen Ellyn</b>	2014	3	500	Pounds of sealant
	2015	NA	500	Pounds of sealant
	2016	NA	500	Pounds of sealant
<b>Village of Lombard</b>	2014	7	1,398	Pounds of sealant
	2015	NA	1,400	Pounds of sealant
	2016	NA	1,400	Pounds of sealant
<b>2014 TOTAL</b>			1,898	Pounds of sealant
<b>2015 TOTAL</b>			1,900	Pounds of sealant
<b>2016 TOTAL</b>			1,900	Pounds of sealant

The Contractor shall provide crack sealing services for the Municipalities within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The Municipalities may prohibit the Contractor from working on weekends or holidays.

**6. CONTRACTOR'S PERSONNEL**

While working for the Municipalities, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

**7. CONTRACTOR'S EQUIPMENT**

Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

**8. LANE/ROADWAYS CLOSURES**

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

**9. DELIVERY OF SERVICES/GOODS**

The Contractor shall deliver services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

**10. TERM**

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each Municipality per the schedule that each Municipality coordinates with the Contractor. The Contractor will begin providing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Municipality if the extension is mutually agreed by the Municipality and the Contractor.

**11. ADVANCE NOTICE TO RESIDENTS**

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the Municipality.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

## CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/Telephone

Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_,  
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says that (s)he is

\_\_\_\_\_ of \_\_\_\_\_,  
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

\_\_\_\_\_  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**PARTICIPATION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

\_\_\_\_\_ of \_\_\_\_\_,  
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

\_\_\_\_\_  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

**APPENDIX A  
AGREEMENT ACCEPTANCE**

**RFB #213004  
CRACK SEALING SERVICES**

**ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Municipality name]* ("Owner") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: \_\_\_\_\_

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

1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).

- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D-36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

**Equipment:** Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

**Construction Requirements:** The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air

ATTACHMENT B  
2015 CRACK SEALING PROJECT

STREET	FROM	TO	ESTIMATED QUANTITY (LF)	ENGINEER'S ESTIMATED COST
WASHINGTON ST.	OGDEN AVE.	MAPLE ST.	4390	\$14,377
LINCOLN ST.	THIRD ST.	EIGHTH ST.	2935	\$9,612
PRINCETON ROAD	FIRST ST.	WOODSIDE AVE.	1807	\$5,917
TOTAL				\$29,906

# Memorandum

**To:** President Cauley and Village Trustees  
**From:** Robert McGinnis, Director of Community Development/Building Commissioner  
**Cc:** Kathleen A. Gargano, Village Manager  
**Date:** March 2, 2015  
**Re:** Report for Board Action – First Reading  
Public Hearing: Case A-34-2014 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance

## DISCUSSION

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### Background

As most are aware, Section 11-401 of the Zoning Code requires that a Certificate of Zoning Compliance (COZC) application be submitted and a certificate approved, prior to any Building Permit being issued. Similarly, an applicant is required to submit the same with any Plan Commission application that has been received, however in these instances a certificate is no longer issued until the permit is approved, since several factors can invariably alter the final proposal and plans. In the recent past, staff has taken similar steps to clarify process and provide a better understanding in regards to the Certificate of Zoning Compliance process. Most notably, when considering Plan Commission applications, we have gone from a system of approving a certificate with conditions, to denying the certificate since the code provides for this, subject to the appropriate approvals being sought and approved through the appropriate Commissions. Similarly, the Building Department has fought with similar clarity issues when dealing with building permits that do not require an entitlement process. A COZC application and certificate are required for every permit being submitted and many times, these applications are for items such as water heaters, furnaces and electrical upgrades, which still require permits but are irrelevant to the zoning of a property. As such, the Building Department is requesting that the Plan Commission and Village Board discuss and consider a text change that would exclude a requirement for a COZC application for these types of building permit requests.

### Request

The recommended language would simply exclude the requirement that a certificate be obtained for certain innocuous permit requests such as those mentioned above. As such, staff is recommending a text amendment to the following underlined changes to Section 11-401 (Certificate of Zoning Compliance):

C. *Certificate Required:* Except for permits for improvements expressly waived in this section, and except where expressly or waived by another provision of this code, unless a certificate of zoning compliance shall have first been obtained from the village manager:

1. The construction, reconstruction, remodeling, alteration, or moving of any structure, except signs, shall not be commenced; and
2. No land vacant on the effective date of this code shall be used or occupied for any purpose, except the raising of crops; and
3. The grading, excavation, or improvement of land preliminary to any construction on or use of such land, other than those associated with landscape improvements, shall not be commenced; and
4. Building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure, excluding permits for:
  - a. Suppression/Detection
  - b. Replacement of Existing Mechanical Equipment
  - c. Fences
  - d. Interior Remodeling
  - e. Roofing
  - f. Irrigation
  - g. Elevators
  - h. Electrical (when no other work and/or permit would be required)
  - i. Plumbing (when no other work and/or permit would be required)

shall not be issued by the village; and

5. No home occupation shall be established or maintained; and
6. No temporary use shall be established or maintained, except as provided in subsection 9-103C1 of this code; and
7. No land shall be annexed to the village.

In any case where a certificate of zoning compliance is not required under this code, the manager shall, on written request, issue a certificate of such fact.

By adding the underlined language above, a Certificate of Zoning Compliance would still be required for almost all standard permits (and nothing would change for requests requiring any type of entitlement process), but would eliminate the need to obtain them for permits that have absolutely no impact on zoning, such as those described above.

### **Committee and Village Board Action**

At the Zoning and Public Safety meeting of October 27<sup>th</sup> and the Village Board meeting of November 4<sup>th</sup>, both heard a presentation from staff regarding the proposed amendment and unanimously moved to recommend that the application be referred to the Plan Commission for review and consideration of a Text Amendment to Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance.

### **Plan Commission Action**

At the February 11, 2015 Plan Commission meeting, the Commission reviewed the application submitted for a text amendment Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance and recommended, on a 8-0 vote, approval of the request, with the recommendation that in subsection C4, the reference to mechanical equipment be changed to "replacement of existing mechanical equipment", and that the last sentence not be stricken.

### **Motions**

**Move that the Board of Trustees approve an "An Ordinance Amending Section 11-401 (Certificate of Zoning Compliance), of the Hinsdale Zoning Code as it Relates to When Certificates of Zoning Compliance are Required."**

VILLAGE OF HINSDALE

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

**AN ORDINANCE AMENDING SECTION 11-401 (CERTIFICATE OF ZONING COMPLIANCE), OF THE HINSDALE ZONING CODE AS IT RELATES TO WHEN CERTIFICATES OF ZONING COMPLIANCE ARE REQUIRED**

**WHEREAS**, the Village of Hinsdale (the "Village") has received an application from the Village of Hinsdale (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 11-401 of the Zoning Code relative to when certificates of zoning compliance are required (the "Application"); and

**WHEREAS**, the Application has been referred to the Plan Commission of the Village for consideration and a hearing and has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

**WHEREAS**, on February 11, 2015, 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, recommended approval of the Application by a vote of eight (8) in favor, zero (0) against and one (1) absent, as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-34-2014 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code 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 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.** Section 11-401 (Certificates of Zoning Compliance), subsection (C) (Certificate Required), of the Hinsdale Zoning Code is hereby amended to read in its entirety as follows:

*"C. Certificate Required:* Except for permits for improvements expressly waived in this section, and except where expressly or waived by another provision of this code, unless a certificate of zoning compliance shall have first been obtained from the village manager:

1. The construction, reconstruction, remodeling, alteration, or moving of any structure, except signs, shall not be commenced; and
2. No land vacant on the effective date of this code shall be used or occupied for any purpose, except the raising of crops; and
3. The grading, excavation, or improvement of land preliminary to any construction on or use of such land, other than those associated with landscape improvements, shall not be commenced; and
4. Building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure, excluding permits for:
  - a. Suppression/Detection
  - b. Replacement of Existing Mechanical Equipment
  - c. Fences
  - d. Interior Remodeling
  - e. Roofing
  - f. Irrigation
  - g. Elevators
  - h. Electrical (when no other work and/or permit would be required)
  - i. Plumbing (when no other work and/or permit would be required)

shall not be issued by the village; and

5. No home occupation shall be established or maintained; and
6. No temporary use shall be established or maintained, except as provided in subsection 9-103C1 of this code; and
7. No land shall be annexed to the village.

In any case where a certificate of zoning compliance is not required under this code, the manager shall, on written request, issue a certificate of such fact."

**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 \_\_\_\_\_ 2015.

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and attested to by  
the Village Clerk this same day.

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

ATTEST:

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

**Exhibit A**

**FINDINGS AND RECOMMENDATION  
(ATTACHED)**

**DRAFT**

**HINSDALE PLAN COMMISSION**

**RE: Case A-34-2014 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-401 as it relates to requirements for a Certificate of Zoning Compliance.**

**DATE OF PLAN COMMISSION REVIEW: February 11, 2015**

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING: March 3, 2015**

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. The Applicant, the Village of Hinsdale, submitted an application to Section 11-401 (Certificate of Zoning Compliance), C (Certificate Required), as it relates to requirements for a Certificate of Zoning Compliance.
2. The Plan Commission heard testimony from staff regarding the proposed text amendment at the Plan Commission meeting of February 11, 2015.
3. Certain Commissioners expressed concerns with areas of the proposed amendment, and recommended that the "mechanical equipment", be revised to say "replacement of existing mechanical equipment".
4. In addition to the above, certain Commissioners expressed concern with what was included in the term "landscaping improvements", but were satisfied with staffs response, based on how permits and requirements were already processed.
5. 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. Among the evidence relied upon by the Plan Commission was the testimony given by staff, as well as the applications and supporting documents submitted and considered for the February 11, 2015, Plan Commission meeting.

**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 with the recommended changes as stated above.

**THE HINSDALE PLAN COMMISSION**

By: \_\_\_\_\_  
Chairman

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION**

**I. GENERAL INFORMATION**

**Applicant**

Name: Village of Hinsdale  
Address: 19 E. Chicago Avenue  
City/Zip: Hinsdale, Il. 60521  
Phone/Fax: (630) 789-7036 / \_\_\_\_\_  
E-Mail: N/A

**Owner**

Name: N/A  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)**

Name: N/A  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: N/A  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone/Fax: ( ) \_\_\_\_\_ / \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Disclosure of Village Personnel:** (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) Robert McGinnis - Director of Community Development/Building Commissioner
- 2) Sean Gascoigne - Village Planner
- 3) \_\_\_\_\_

## II. SITE INFORMATION

Address of subject property: N/A

Property identification number (P.I.N. or tax number): N/A -      -      -     

Brief description of proposed project: Text Amendment to Section 11-401C, as it relates to requirements for a Certificate of Zoning Compliance.

General description or characteristics of the site: N/A

Existing zoning and land use: N/A

Surrounding zoning and existing land uses:

North: N/A

South: N/A

East: N/A

West: N/A

Proposed zoning and land use: N/A

**Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:**

☐ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

Special Use Requested:                       
                    

☒ Map and Text Amendments 11-601E

Amendment Requested: Text Amendment to Section 11-401C, as it relates to the requirements for a Certificate of Zoning Compliance

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property: Text Amendment - N/A

The following table is based on the N/A Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	N/A	N/A
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information	↓	↓

\* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: N/A

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
  2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
  3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
  4. Location, size, and arrangement of all outdoor signs and lighting.
  5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
  6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
  7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 20<sup>th</sup> day of October, 2014, I/we have read the above certification, understand it, and agree to abide by its conditions.

Kathleen A. Gargano  
Signature of applicant or authorized agent

\_\_\_\_\_  
Signature of applicant or authorized agent

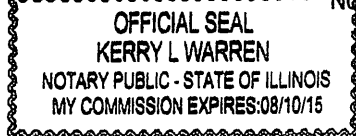
Kathleen A. Gargano  
Name of applicant or authorized agent

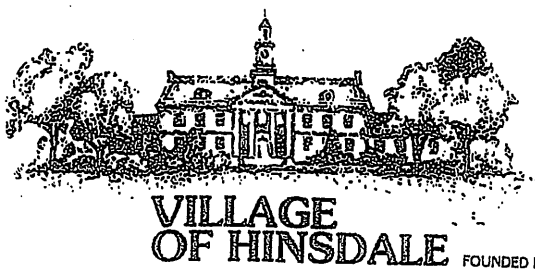
\_\_\_\_\_  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN

to before me this 23 day of October, 2014.

Kerry L. Warren  
Notary Public





**COMMUNITY DEVELOPMENT  
DEPARTMENT  
ZONING CODE TEXT AND MAP  
AMENDMENT APPLICATION**

**Must be accompanied by completed Plan Commission Application**

Is this a:    Map Amendment ☐    Text Amendment ☒

**Address of the subject property** N/A

**Description of the proposed request:** Text Amendment to Section 11-401C as it relates to requirements for a Certificate of Zoning Compliance.

**REVIEW CRITERIA**

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.  
The Certificate of Zoning Compliance is intended to confirm zoning compliance with certain applications. The changes that are being proposed are for permits that would have no zoning requirements or implications.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.  
N/A
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.  
N/A

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

N/A

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

N/A

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

N/A

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

N/A

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

N/A

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

N/A

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

N/A

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

N/A

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

N/A

13. The community need for the proposed amendment and for the uses and development it would allow.

The proposed changes would allow a quicker turn around on permits that have no impact or relationship to zoning requirements. The specific permit applications that would be exempt from a Certificate of Zoning Compliance, will be specific and listed in any accompanying documents.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

N/A

# Memorandum

**To:** Chairman Byrnes and Plan Commissioners  
**From:** Robb McGinnis, Director of Community Development/Building Commissioner  
**Cc:** Kathleen A. Gargano, Village Manager  
**Date:** March 2, 2015  
**Re:** Report for Board Action – First Reading  
 Applicant: Salt Creek Club  
 Request: Site Plan/Exterior Appearance Approval for a new clubhouse at 830 N. Madison

## BACKGROUND

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### Application

The Village of Hinsdale received an application from Pete Coules of Hinsdale, Illinois on behalf of Salt Creek Club requesting a major adjustment to the existing planned development which also includes exterior appearance and site plan review approval for the property located at 830 N. Madison. The applicant is proposing to demolish certain parts of the existing clubhouse and replace and modernize the facility. It should be noted that in light of new information provided during the process, staff was made aware of Ordinance O2008-27, which repealed, revoked and rescinded the Planned Development Ordinance originally approved for this site in 2006 (O2006-61). As such, this request has been revised to only require exterior appearance/site plan approval.

### Exterior Appearance and Site Plan Review Application

#### Process

The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

1. Section 11-604C
2. Section 11-606E

Due to the nature of the request, this application would require a meeting before the Plan Commission. The Village Board has 90 days from receiving the recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its

application. The applicant filed its submission on December 15, 2014. While the process does not require a public hearing, pursuant to Section 11-604E(3), because the subject property falls within 250' of a single-family residential district, the application is subject to the same notification requirements as a public hearing. These requirements have been satisfied and the applicant has furnished staff with the required documentation.

#### **Description of property and existing use**

The site is at 830 N. Madison. The property is currently zoned OS which is the Open Space District intended to recognize the existence of major open space and recreational areas in the Village. It is intended to apply to all public open space of notable quality and to major private open spaces such as golf courses and cemeteries.

Section 7-205 provides that membership sports and recreation clubs are special uses in the OS District.

The surrounding zoning and land uses are as follows:

**North:** R-2, Single-Family Residential

**East:** R-2, Single-Family Residential

**South:** R-2, Single-Family Residential

**West:** R-2, Single-Family Residential (Institute of Basic Life Principles (IBLP))

The applicant received approval for a Planned Development in 2006, which was subsequently rescinded in 2008 due to failure to secure permits and begin construction (see attached ordinances). The existing property is approximately 9 acres and contains a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, as well as several accessory maintenance buildings.

The attached Hinsdale Zoning map highlights the subject property.

#### **Request**

The applicant, Salt Creek Club is proposing the partial demolition and construction of a new clubhouse at 830 N. Madison Street, within the Salt Creek Membership Club which is a special use in the O-3 District. The proposal also includes the resurfacing and restriping of existing pavement, to confirm compliance for the required parking. The pavement currently exists, but is not striped, so the applicant is proposing to resurface and restripe the existing area, to satisfy these requirements.

The table included in the applicant's submittal compares the existing zoning with the request made by the applicant. Based on the information provided by the applicant, the proposed clubhouse will not require any waivers and will not create any non-conformities. The following chart outlines the affected bulk regulations for the proposed clubhouse:

	<b>Required/Allowed</b>	<b>Provided/Proposed</b>
<b>Height</b>	30'-0"	17'-8 ¾"

<b>Front Yard Setback</b>	100'-0"	100'-0"
<b>Interior Side Yards</b>	50'-0"/50'-0"	277'-0"/344'-0"
<b>Rear Yard Setback</b>	50'-0"	133'-0"
<b>F.A.R.</b>	.20	.04 (15,619.34 S.F.)
<b>Parking</b>	106	108

### **Property History**

A review of the zoning maps finds that the property has been zoned O-3 since at least 1989.

### **Plan Commission Action**

At the February 11, 2015 Plan Commission meeting, the Commission reviewed the application submitted for 830 N. Madison Street regarding the construction of a new clubhouse. Following a motion to approve site plans and exterior appearance, the Plan Commission, on an 8-0 vote, recommended approval of site plans and exterior appearance for a new clubhouse at 830 N. Madison.

### **Motion**

Should the Board feel the request is appropriate, the following motion would be suggested:

**MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Clubhouse on the Property Located at 830 N. Madison Street – Salt Creek Club."**

### **Attach:**

Draft Ordinance

Draft Findings and Recommendations

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE  
PLANS FOR THE CONSTRUCTION OF A NEW CLUBHOUSE ON THE PROPERTY  
LOCATED AT 830 N. MADISON STREET - SALT CREEK CLUB**

**WHEREAS**, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to proposed redevelopment and construction at the membership organization located at 830 N. Madison Street, Hinsdale, Illinois (the "Subject Property"), from applicant Salt Creek Club (the "Applicant"); and

**WHEREAS**, the Subject Property is located in the Village's OS Open Space District and is improved with a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, and several accessory maintenance buildings. The Applicant is a membership organization and seeks to redevelop the site through partial demolition of the existing clubhouse, construction of a new clubhouse, and parking lot resurfacing and striping (collectively, the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on February 11, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, approval by the Board of Trustees of the Exterior Appearance Plan and Site Plan relative to the Proposed Improvements. The recommendation is set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees, having considered the Findings and Recommendation of the Plan Commission, find that the Application and Plans satisfy the standards established in both Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

**SECTION 2: Approval of Site Plan and Exterior Appearance Plan.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior

Appearance Plan and Site Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

**SECTION 3: Conditions on Approvals.** The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

**SECTION 4: Violation of Condition or Code.** Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

**SECTION 5: 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 6: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and attested to by the Village Clerk this same day.

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

**ATTEST:**

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

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

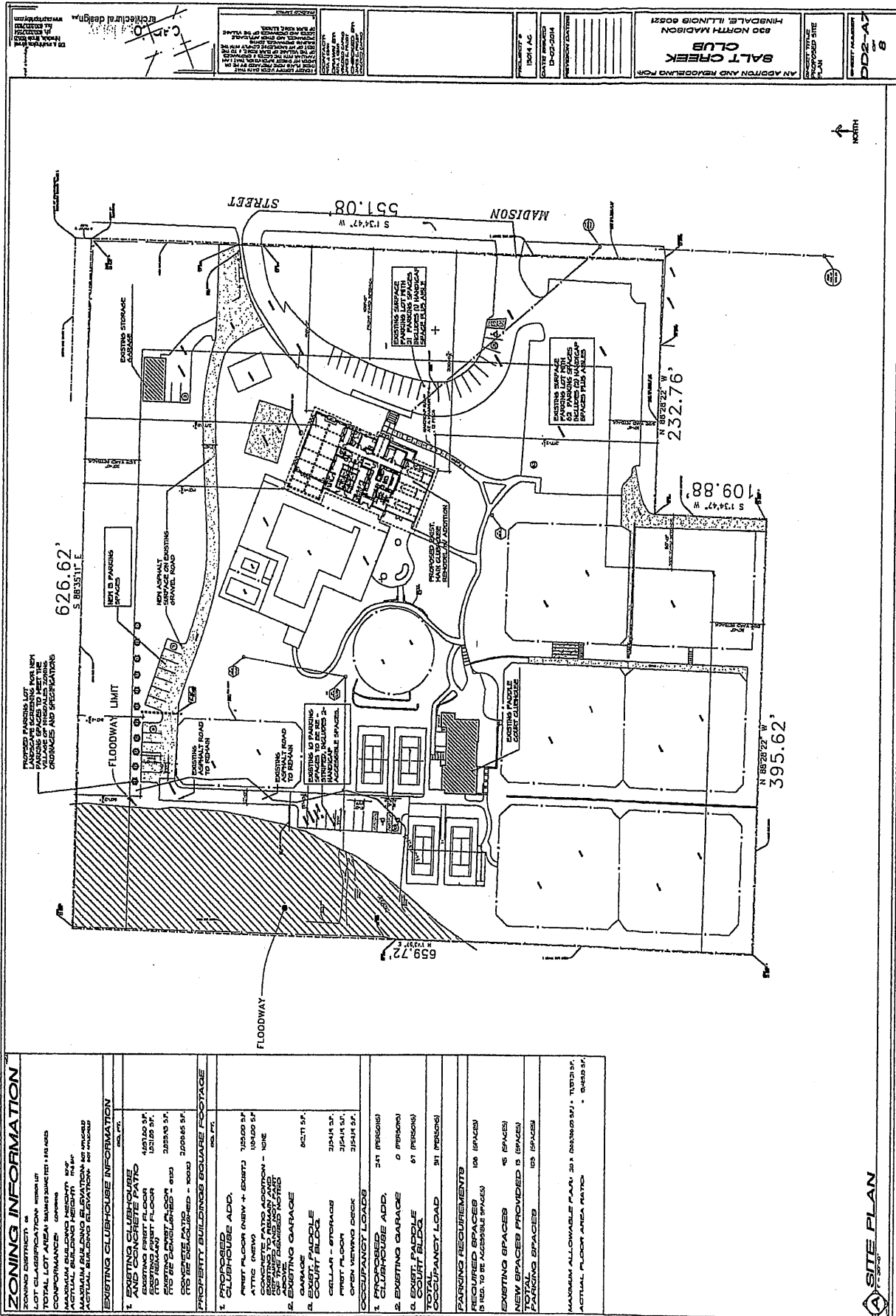
By: \_\_\_\_\_

Its: \_\_\_\_\_

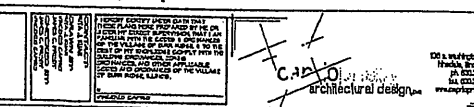
Date: \_\_\_\_\_, 2015

**EXHIBIT A**

**APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS  
(ATTACHED)**

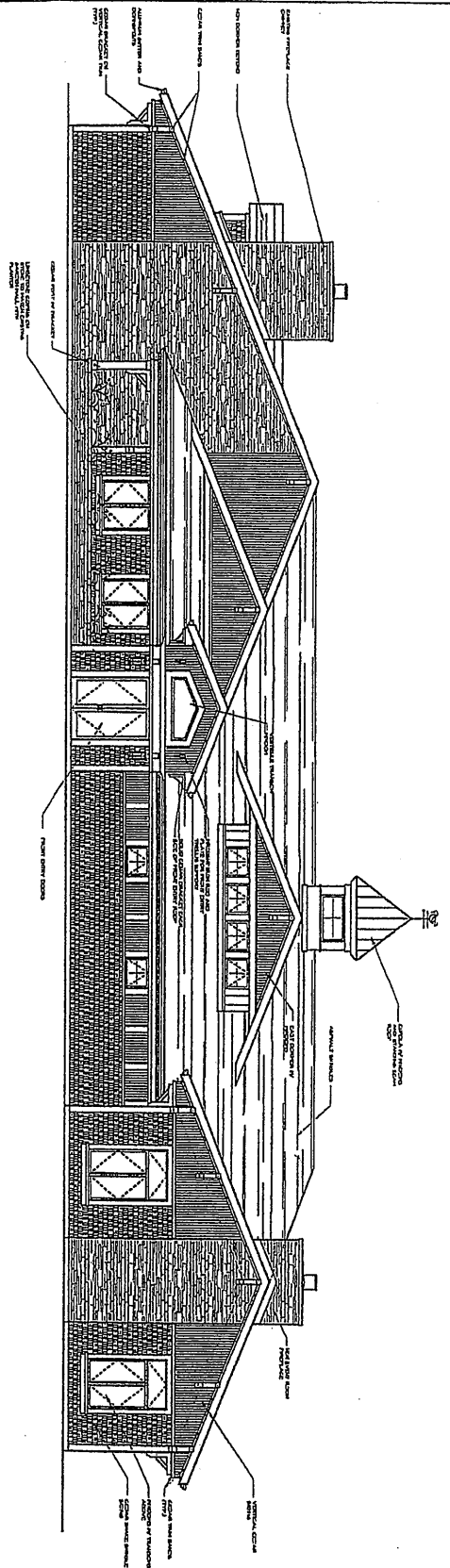


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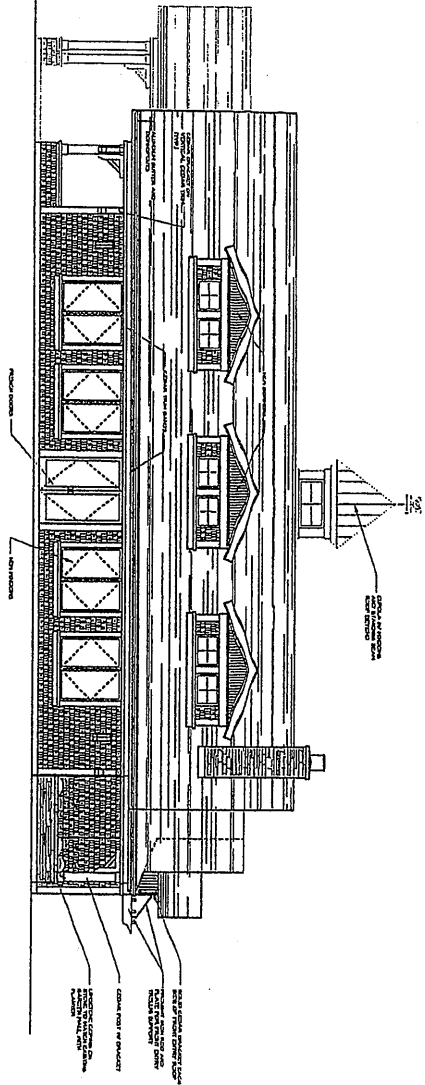


DD-2-A5





**A EAST ELEVATION**

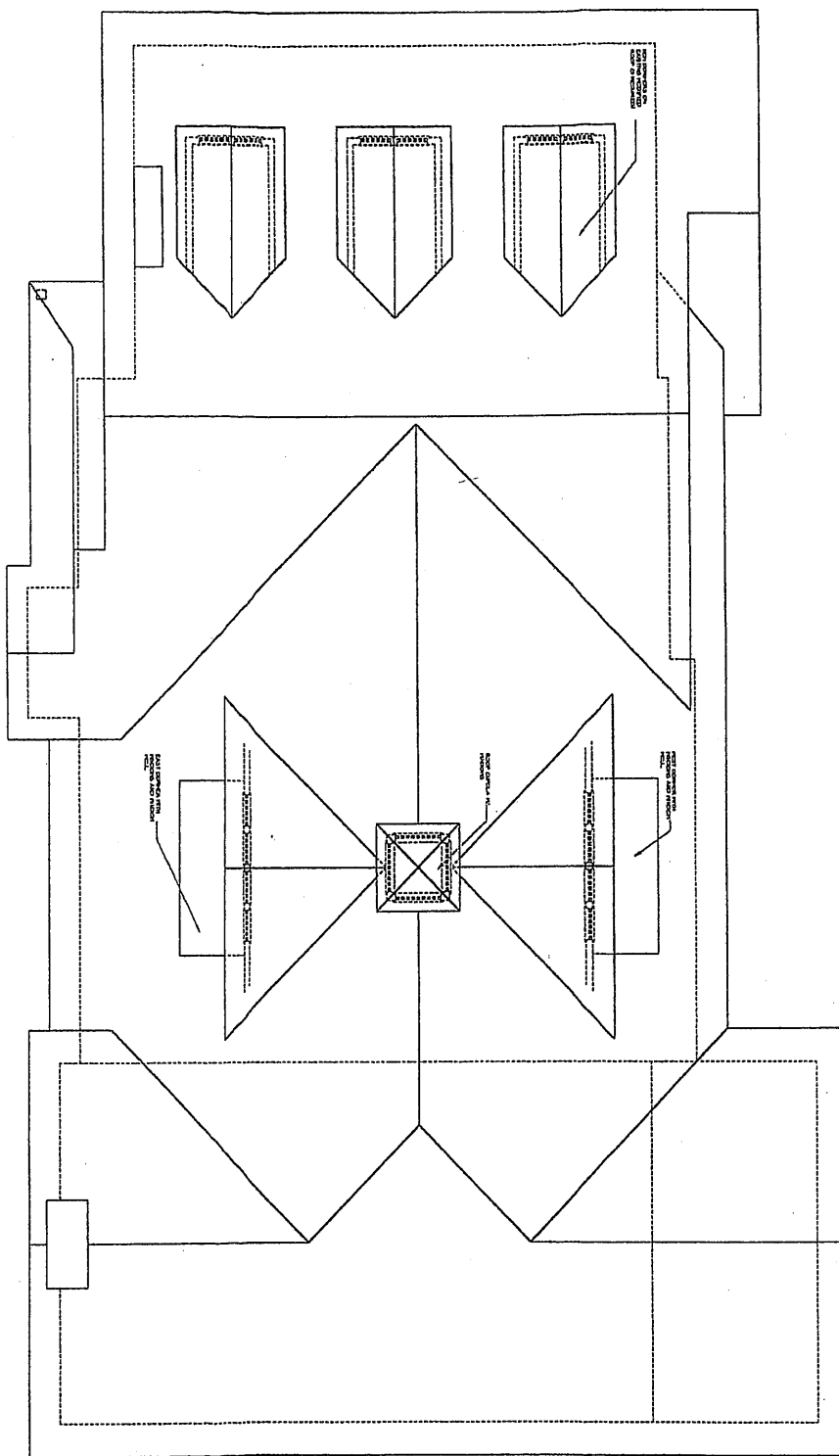


**B SOUTH ELEVATION**

<p><b>DD2-A</b></p> <p>Sheet 8</p>	<p>AN ADDITION AND REMODELING FOR</p> <p><b>SALT CREEK CLUB</b></p> <p>830 NORTH MADISON</p> <p>HINSDALE, ILLINOIS 60521</p>	<p>DESIGNED BY</p> <p>BOH, AC</p> <p>DATE: 12-01-2014</p> <p>PROJECT NO: 12-01-2014</p>	<p>THIS SET OF PLANS IS THE PROPERTY OF BOH, AC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOH, AC.</p>	<p><b>C.A.T.O.</b></p> <p>architectural design, inc.</p> <p>1000 N. LAKE STREET, SUITE 200</p> <p>CHICAGO, IL 60610</p> <p>TEL: 312.467.1000</p> <p>WWW.CATODEN.COM</p>
	<p>DATE: 12-01-2014</p>			<p>BOH, AC</p> <p>12-01-2014</p>
	<p>PROJECT NO: 12-01-2014</p>			
	<p>PROJECT NO: 12-01-2014</p>			







DD2-A3

PROOF NUM

**AN ADDITION AND REMODELING FOR:**  
**SALT CREEK CLUB**  
630 NORTH MADISON  
HINGSDALE, ILLINOIS 60521

13014 AC  
PLATE PRODUCTS  
12-02-2014  
ADDITIONAL PLATES

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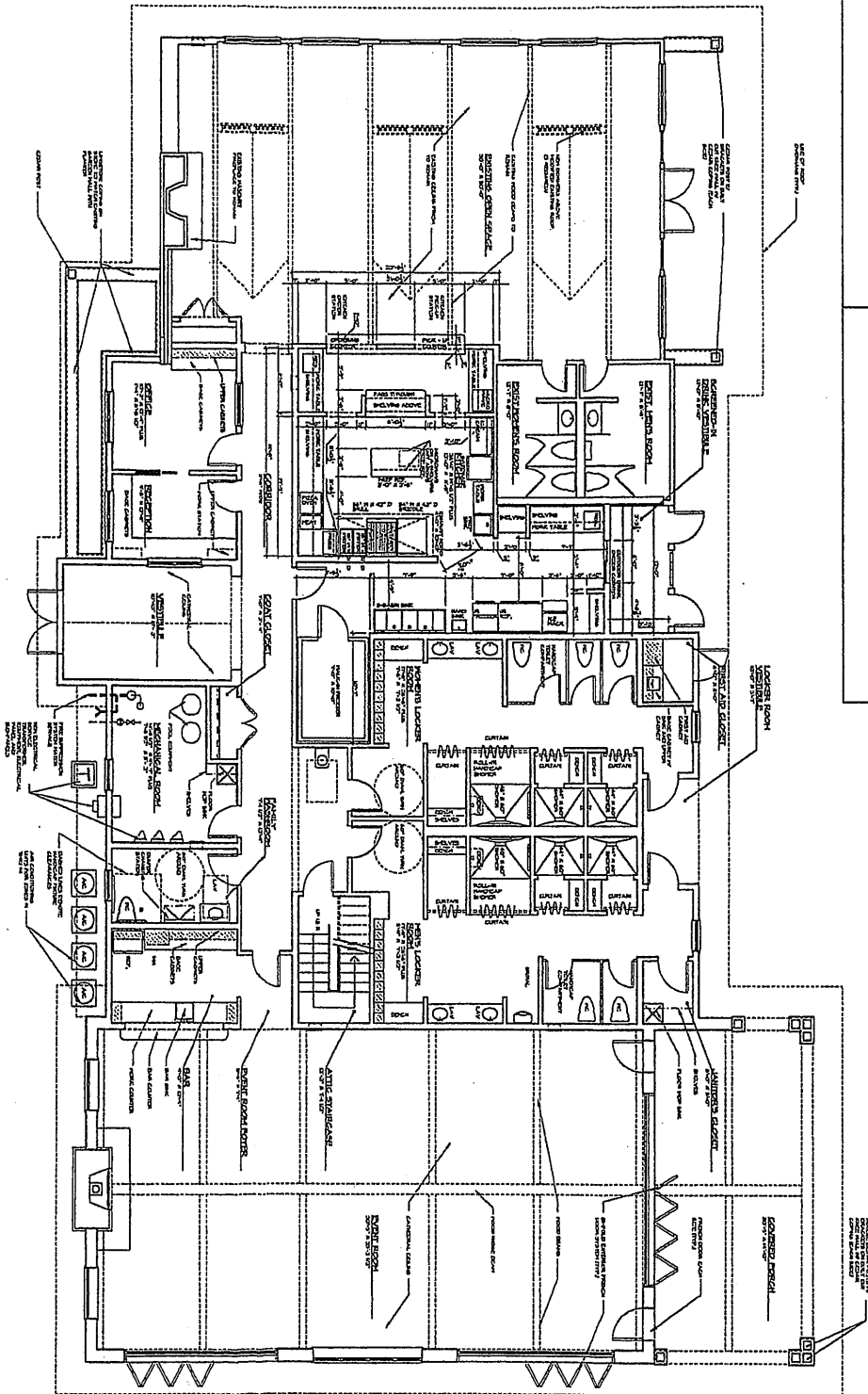
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FIRST FLOOR PLAN



BUILDING CODE INFORMATION		PROPOSED BUILDING INFORMATION	
BUILDING CODE: 2006 INTERNATIONAL BUILDING CODE	FIRST FLOOR PLAN	1155 S.F.	
ELECTRICAL CODE: 2006 NATIONAL ELECTRICAL CODE	TOTAL SQUARE FOOTAGE	2344 S.F.	
PLUMBING CODE: 2006 INTERNATIONAL PLUMBING CODE			
MECHANICAL CODE: 2006 INTERNATIONAL MECHANICAL CODE			
CONSTRUCTION TYPE: TYPE V - A			
AREA LIMITATIONS: 11500 S.F.			
HEIGHT LIMITATIONS: 2 STORIES			

AN ADDITION AND REMODELING FOR:

**SALT CREEK CLUB**

600 NORTH MADISON  
HINSDALE, ILLINOIS 60521

ARCHITECT: ALANSON

DD2-A1

8

DATE: 10-20-2014

ISSUE: A.C.

PROJECT: SALT CREEK CLUB

DESIGNED BY: [Signature]

DATE: 10-20-2014

ISSUE: A.C.

PROJECT: SALT CREEK CLUB

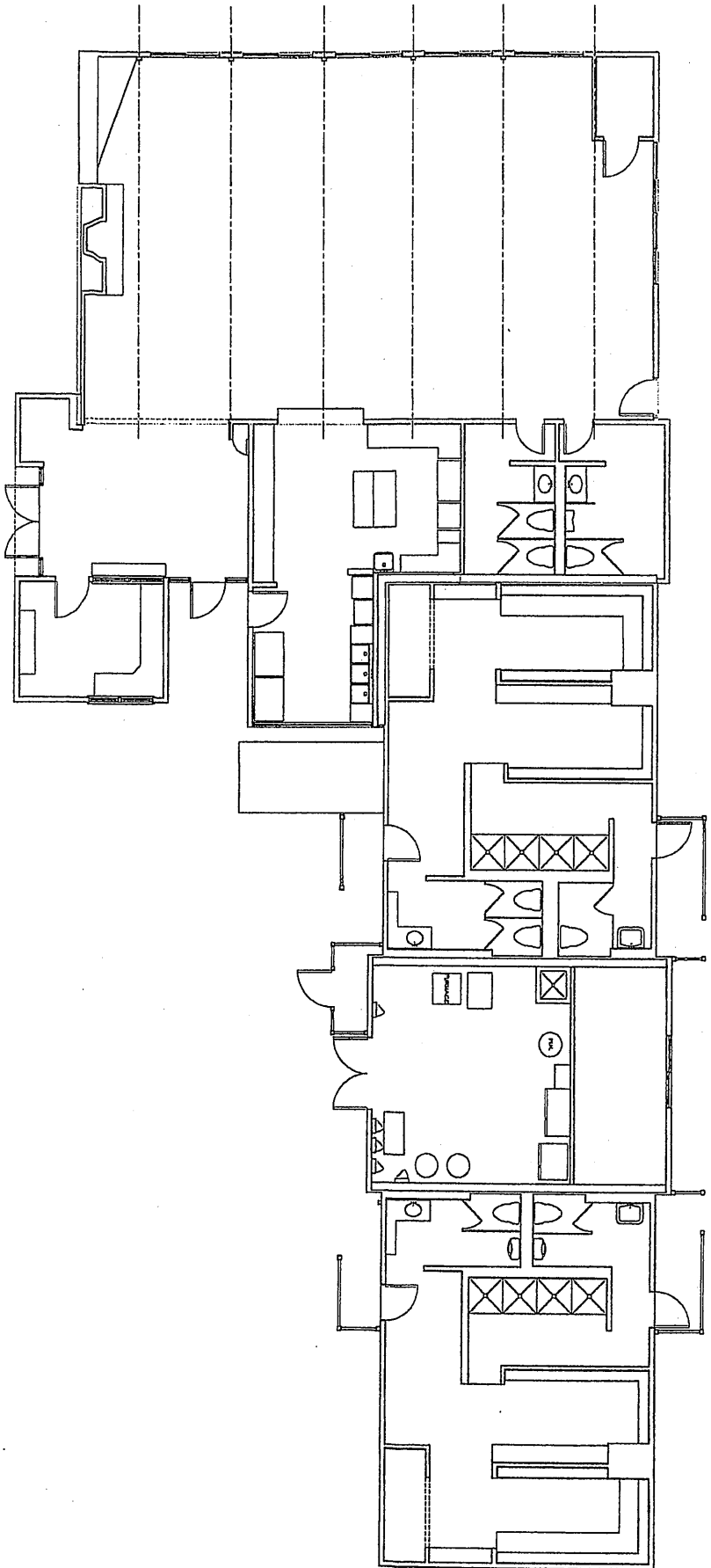
DESIGNED BY: [Signature]

DATE: 10-20-2014

ISSUE: A.C.

PROJECT: SALT CREEK CLUB

EXISTING CLUBHOUSE FLOOR PLAN



**EXHIBIT B**

**FINDINGS AND RECOMMENDATION  
(ATTACHED)**

## HINSDALE PLAN COMMISSION

**RE: 830 N. Madison – Salt Creek Club – Exterior Appearance and Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: February 11, 2015**

**DATE OF BOARD OF TRUSTEES MEETING – 1<sup>ST</sup> READING: March 3, 2015**

### **FINDINGS AND RECOMMENDATION ON REMAND FROM THE BOARD OF TRUSTEES**

#### **I. FINDINGS**

1. Salt Creek Club (the “Applicant”), represented by Peter Coules, submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 830 N. Madison (the “Subject Property”).
2. The Subject Property is located in the OS Open Space District and is improved with a membership organization that contains a main clubhouse, several pools, tennis courts, paddle courts, a paddle court clubhouse, as well as several accessory maintenance buildings.
3. The Commission heard an explanation for Village Staff that summarized the request. Staff explained that while the proposal started as a Major Adjustment to a Planned Development, they were made aware during the process, that the original Planned Development approved in 2006, had been repealed, revoked and rescinded, due to failure to secure permits and begin work. As such, staff explained that the request before them would only be for the approval of exterior appearance and site Plan Review.
4. At the February 11, 2015 Plan Commission meeting, the Plan Commission heard a presentation from the applicant and reviewed the applicant’s site plan and exterior appearance plans relative to redevelopment of the site for the construction of a new clubhouse.
5. The Commission requested additional information regarding the proposal, which included questions about landscaping, parking and the proposed building.
6. The attorney for the applicant indicated that as a result of the notice, he had been notified by the attorneys for two neighbors regarding lighting issues on the site, which he explained was not the subject of the proposal before the Commission.
7. The Commission appreciated the neighbor’s concerns, but agreed that those issues were unrelated to the request before them, and as such, should not have any bearing on this request.
8. The Commission complemented the applicant on the architecture of the clubhouse and the overall project, stating that it would be a great improvement.

9. The attorney for the applicant requested that it be noted on the record, that none of the voting Commissioners were members of the Salt Creek Club and the Commissioners confirmed.
10. The Plan Commission finds that based on the Application and the evidence presented at the public meetings, and based on the submitted plans, the Applicant has satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the February 11, 2015, Plan Commission meeting, prepared by Caprio Prisby Architects.

## **II. RECOMMENDATIONS**

Following a motion to recommend approval of the proposed exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of eight (8) "Ayes," zero (0) "Nayes," and one (1) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plans for 830 N. Madison – Salt Creek Club.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of eight (8) "Ayes," zero (0) "Nay," and one (1) "Absent," recommends on remand that the President and Board of Trustees approve the site plans for 830 N. Madison – Salt Creek Club.

### **THE HINSDALE PLAN COMMISSION**

By: \_\_\_\_\_  
Chairman

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION**

**I. GENERAL INFORMATION**

**Applicant**

Name: Steve Wolsfeld, General Manager

Address: 830 N. Madison St.

City/Zip: Hinsdale, IL 60521

Phone/Fax: (630) 323-7890 / Ext. 2

E-Mail: saltcreek2@comcast.net

**Owner**

Name: Salt Creek Club

Address: 830 N. Madison St.

City/Zip: Hinsdale, IL 60521

Phone/Fax: (630) 323 / 7890

E-Mail: saltcreek2@comcast.net

**Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)**

Name: Vincenzo Caprio, Architect, ALA

Title: Caprio Prisby Architectural Design, PC

Address: 106 S. Washington St.

City/Zip: Hinsdale, IL 60521

Phone/Fax: (630) 323-7554 Ext. 101 / (630) 323-7615

E-Mail: vcaprio@caprioprisby.com

Name: Peter Coules, Jr.

Title: Attorney

Address: 15 Salt Creek Lane, #312

City/Zip: Hinsdale, IL 60521

Phone/Fax: (630) 920-0406 / (630) 920-1338

E-Mail: peter@donatellcoules.com

**Disclosure of Village Personnel:** (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) Unknown, but do not believe any commissioners are Members.

2) \_\_\_\_\_

3) \_\_\_\_\_

## II. SITE INFORMATION

Address of subject property: 830 N. Madison Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 022 - 070 - 001

Brief description of proposed project: Proposed demolition of 75% of the existing Salt Creek Club's Main Clubhouse. Rebuilding and expanding the Main Clubhouse. Also proposed are the addition of thirteen (13) new parking spaces.

General description or characteristics of the site: Salt Creek Club is a social, swim, and racquet club.

Existing zoning and land use: a P.U.D. with underlying zoning of O-S

Surrounding zoning and existing land uses:

North: R-2 Single Family Residential District

South: R-2 Single Family Residential District

East: R-2 Single Family Residential District

West: R-2 Single Family Residential District

Proposed zoning and land use: Same as existing

**Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:**

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

Special Use Requested: \_\_\_\_\_

☐ Map and Text Amendments 11-601E  
Amendment Requested: \_\_\_\_\_

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

## TABLE OF COMPLIANCE

Address of subject property: 830 N. Madison St., Hinsdale, IL 60521

The following table is based on the OS Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
	Section 7-210	
Minimum Lot Area (s.f.)	40,000.00 SF	388,786.05 SF
Minimum Lot Depth	150'	626'
Minimum Lot Width	250'	551' (front) 659' (Rear)
Building Height	30'0" (Maximum)	17'-8 3/4"
Number of Stories	Not Applicable	Not Applicable
Front Yard Setback	100'-0"	100'-0"
Corner Side Yard Setback	100'-0"	Not Applicable
Interior Side Yard Setback	50'	277' and 344'
Rear Yard Setback	50'	133'
Maximum Floor Area Ratio (F.A.R.)*	20 x (388,786.05 S.F.) = 77,757.21 S. F.	15,619.34 sq ft.
Maximum Total Building Coverage*	Not Applicable	Not Applicable
Maximum Total Lot Coverage*	Not Applicable	Not Applicable
Parking Requirements	Required spaces: 106	Existing Spaces: 95 New Spaces Provided: 13 Total Parking Spaces: 108
Parking front yard setback	Not Applicable	Not Applicable
Parking corner side yard setback	Not Applicable	Not Applicable
Parking interior side yard setback	Not Applicable	Not Applicable
Parking rear yard setback	Not Applicable	Not Applicable
Loading Requirements	Not Applicable	Not Applicable
Accessory Structure Information	Not Applicable	Not Applicable

\* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: \_\_\_\_\_

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
  2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
  3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
  4. Location, size, and arrangement of all outdoor signs and lighting.
  5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
  6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
  7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 10<sup>th</sup> day of December, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Steve J. Wolfeld  
Signature of applicant or authorized agent

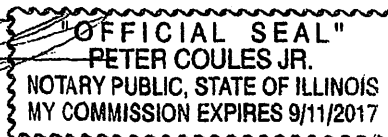
STEVE J. WOLFELD  
Name of applicant or authorized agent  
General Manager

\_\_\_\_\_  
Signature of applicant or authorized agent

\_\_\_\_\_  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 10<sup>th</sup> day of  
December, 2014.

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





**MAJOR ADJUSTMENT TO PLANNED  
DEVELOPMENT  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**\*Must be accompanied by completed Plan Commission Application**

**Address of proposed request:** 830 N. Madison St., Hinsdale, IL 60521

**Proposed Planned Development request:** To demolish approx. 75% of the existing Salt Creek Club's Clubhouse and rebuild that portion and enlarge same. Also to add thirteen (13) parking spaces.

**Amendment to Adopting Ordinance Number:** 02006-61

**REVIEW CRITERIA:**

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

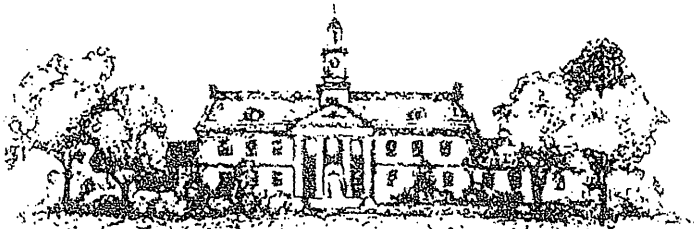
1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

The existing Salt Creek Club is a social, racquet and swim club. The existing clubhouse was built over many years and is comprised of numerous additions. Seventy five (75%) percent of the Clubhouse will be demolished, rebuilt and expanded. The new Clubhouse and kitchen will all be modernized and all new utilities will be provided.

The new Clubhouse will match the architecture and color scheme of the Paddle Court Clubhouse which was erected in 2009. The additional impervious sources added and additional FAR are nominal and are code compliant. This includes the renovated and expanded Main Clubhouse and the additional thirteen (13) parking spaces.

There is not a request for any waivers from any zoning standard of the O-S District (underlying zoning of the parcel).

It is a wonderful upgrade to the property, the Buildings on the property will resemble and does not affect the topography of the Property, and fully meets the spirit of the Planned Development created.



**VILLAGE  
OF HINSDALE**

FOUNDED IN 1873

**COMMUNITY DEVELOPMENT  
DEPARTMENT  
EXTERIOR APPEARANCE AND  
SITE PLAN REVIEW CRITERIA**

**Address of proposed request:** 830 North Madison, Hinsdale, IL 60521

**REVIEW CRITERIA**

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

**\*\*\*PLEASE NOTE\*\*\*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.

**FEES for Exterior Appearance/Site Plan Review:**

**Standard Application: \$600.00**

**Within 250 feet of a Single-Family Residential District: \$800**

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades. Has not materially changed and parking spaces added to existing drive and still sixty (60') feet from property line.
2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures. The paddle court clubhouse was erected in 2009 and the materials and colors of the renovated main Clubhouse is going to match same.
3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood. The architecture (same architect) is the same as the existing paddle court clubhouse which is a very nice building that fits the character of the neighborhood.
4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible. The development on the site adds

parking spaces, thus improving the parking conditions and no trees will be removed in the process. The building will have updated utilities, kitchen and bathrooms, which is a great improvement as the existing building is numerous additions that were erected over time.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings. The new structure will be below the existing paddle court clubhouse and well below the allowable height in the O-S Zoning Districts.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related. The new building will be no wider than the existing structure and much more pleasing to the eye. Also not visible from public ways.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related. As stated above it is similar to the existing Paddle Court Clubhouse
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related. It is and same architect. It will meet this criteria.
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related. Similar to way it exists and a lot of open space on all sides of building. Also not visual from public way.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related. This criteria is met as can be visualized on the proposed and attached drawings.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related. They are the same as existing Paddle Court Clubhouse which was erected in 2009.
12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related. The addition to the remaining portion of the building will visually improve the existing building and as such will match the existing Paddle Court Clubhouse.
13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related. The plans (attached) are characteristic of the area concerning the proposed facades, walls and landscape.

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related. The scale and mass of the proposed design is visually compatible to the existing Paddle Court Clubhouse and not seen from public way. Also, visually related to the drive into the Salt Creek Club.
15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character. The direction and orientation is similar to existing building and is orientated with existing driveway.
16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.  
Not Applicable

#### REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application meets the requirements for Site Plan Approval. Briefly describe how this application will meet the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan adequately meets specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.  
The property was approved as a special use private sports club in 2006 and the underlying zoning is O-S. Also at that time, a Planned development was approved (ordinance 2006-61). No change nor waivers from any zoning requirements are being requested.
2. The proposed site plan does not interfere with easements and rights-of-way.  
This is a correct statement.
3. The proposed site plan does not unreasonably destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site. Not being impacted as the building pad will be substantially over the existing pad and concrete walkway that exist today. Also the spot chosen for the additional thirteen (13) parking spaces is relatively flat and no trees need to be removed.
4. The proposed site plan is not unreasonably injurious or detrimental to the use and enjoyment of surrounding property. The additional parking space was chosen as it is sixty (60') feet from the property line and only thirteen (13) spots that will be screened.

5. The proposed site plan does not create undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

None

6. The screening of the site provides adequate shielding from or for nearby uses.

Please see response to number 4 above about the parking and Main Clubhouse is not visible from the street.

7. The proposed structures or landscaping are not unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses. The new Main Clubhouse will be a great addition to the property and will match the architecture of the existing Paddle Court Clubhouse.

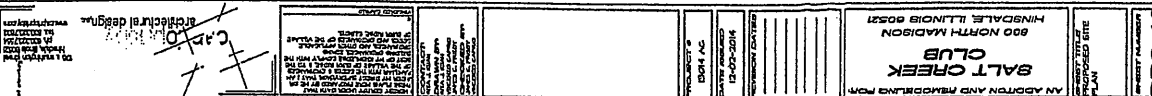
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes adequate provisions for the creation or preservation of open space or for its continued maintenance. Not Applicable

9. The proposed site plan does not create unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community. The proposed plans do not have a negative impact on the drainage nor does it create any erosion issues.

10. The proposed site plan does not place unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village. Does not and in fact all the utilities to the Main Clubhouse are being replaced.

11. The proposed site plan provides for required public uses designated on the Official Map. Not Applicable.

12. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. It does not as the use and number of members will be like today.





**VILLAGE OF HINSDALE****ORDINANCE NO. 02008-27****AN ORDINANCE REPEALING, REVOKING AND RESCINDING  
THE SPECIAL USE THAT GIVES A PLANNED DEVELOPMENT  
APPROVAL****PURSUANT TO ORDINANCE NO. 02006-61**

**WHEREAS**, on August 15, 2006, the Board of Trustees of the Village of Hinsdale ("Board of Trustees") adopted Ordinance No. 02006-61, titled "An Ordinance Approving a Special Use Permit, Planned Development, Site Plans, and Exterior Appearance Plans for a New Building Project at the Salt Creek Club Located at 830 North Madison Street (Plan Commission Case No. A-17-2006);" and

**WHEREAS**, Subsection 11-603D4(f) of the Hinsdale Zoning Code provides that construction of a planned development must commence within one year after the approval of a final plan, and a "[f]ailure to commence construction within such period shall . . . automatically render void the final plan approval and all approvals of the planned development and all permits based on such approvals;" and

**WHEREAS**, the Salt Creek Club, as the Applicant for the planned development and legal title owner of the property subject to the planned development ("Applicant"), has failed to apply for building permits with the Village and commence construction of the planned development within one year after the approval of the final plan for the planned development as required by Subsection 11-603D4(f) of the Hinsdale Zoning Code; and

**WHEREAS**, it is the intent of the Board of Trustees by adoption of this Ordinance, to duly repeal, revoke and rescind the planned development approved pursuant to Ordinance No. 02006-61.

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

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

**Section 2. Repeal, Revocation and Rescission of the Special Use that Gives a Planned Development Approval Pursuant to Ordinance No. 02006-61.** The planned development approved pursuant to Ordinance Number 02006-61, titled "An Ordinance Approving a Special Use Permit, Planned Development, Site Plans, and Exterior Appearance Plans for a New Building Project at the Salt Creek Club Located at 830 North Madison Street (Plan Commission Case No. A-17-2006),"

is hereby revoked, repealed and rescinded pursuant to Subsection 11-603D4(f) of the Hinsdale Zoning Code.

**Section 3. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. 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.

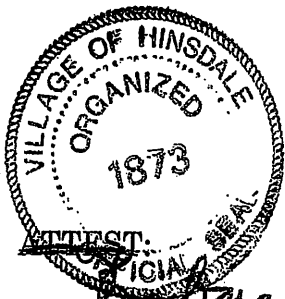
PASSED this 3rd day of June, 2008.

AYES: Trustees Follett, Cauley, Orler, Schultz

NAYES: Trustee Smith

ABSENT: Trustee Williams

APPROVED this 3rd day of June, 2008.



*Michael D. Woerner*

Michael D. Woerner, Village President

*Barbara Johanson Grigola*

Barbara Johanson Grigola, Village Clerk

*Christine M. Burton*  
Deputy Village Clerk

725

**VILLAGE OF HINSDALE**

**ORDINANCE NO. 02006-61**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT,  
PLANNED DEVELOPMENT, SITE PLANS,  
AND EXTERIOR APPEARANCE PLANS  
FOR A NEW BUILDING PROJECT AT THE  
SALT CREEK CLUB LOCATED  
AT 830 NORTH MADISON STREET  
(Plan Commission Case No. A-17-2006)**

WHEREAS, the Salt Creek Club (the "Applicant") is the legal title owner of the property totaling approximately 8.93 acres in area and commonly known as 830 North Madison Street (the "Subject Property"), which Subject Property is legally described on Exhibit A attached to and made a part of this Ordinance by this reference; and

WHEREAS, the Subject Property is improved with a private membership sports and recreation club, having a club house, detached garage, tennis building, swimming pools, tennis courts and volleyball courts along with an accessory parking lot; and

WHEREAS, the membership sports and recreation club is currently classified in the OS Open Space District pursuant to the Hinsdale Zoning Code; and

WHEREAS, the Applicant proposes the development of a planned development, which would encompass the Subject Property and would also include the removal and replacement of the existing tennis building with an approximate 6,796-square-foot building at the site of the existing membership sports and recreation club on the Subject Property; and

WHEREAS, the Applicant seeks (i) a special use permit and planned development approval authorizing a membership sports and recreation club and a planned development on the Subject Property, (ii) modifications of certain regulations in the Hinsdale Zoning Code to accommodate the existing and proposed building expansion, (iii) site plan approval, and (iv) exterior appearance approval; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the application on July 12, 2006, pursuant to notice thereof properly published in the Hinsdale Doings on June 22, 2006, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission

recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-17-2006, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees, at a public meeting on July 19, 2006, considered the Application, the Findings and Recommendations of the Plan Commission, and all of the facts and circumstances related to the Application, and made its recommendation to the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance;

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

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

Section 2. Approval of a Special Use Permit for a Membership Sports and Recreation Club and Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, hereby approves a special use permit authorizing a membership sports and recreation club and a planned development on the Subject Property, and approves the planned development detailed plan prepared by J. Michael Meissner Architects P.C. and dated July 15, 2005 in the form attached to, and by this reference incorporated into, this Ordinance as Exhibit B (the "Approved Detailed Plan"). The approvals granted in this Section 3 are subject to the conditions stated in Section 7 of this Ordinance.

Section 3. Approval of Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "Approved Site Plans"), subject to the conditions stated in Section 6 of this Ordinance.

121

**Section 4. Approval of Exterior Appearance Plans.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plans for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 6 of this Ordinance.

**Section 5. Modifications of Certain Zoning Code Regulations.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, grants to the Applicant the following modification to the Hinsdale Zoning Code, subject to the conditions provided in Section 6 of this Ordinance: Additional off-street parking spaces need not be provided for the proposed new building and the off-street parking shown on the Approved Detailed Plan is approved.

**Section 6. Conditions on Approvals.** The approvals granted in Sections 2, 3, 4, and 5 of this Ordinance are granted expressly subject to all of the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Compliance with Approved Plans.** All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

PASSED this 15th day of August 2006.

AYES: TRUSTEES TUGGLE, WILLIAMS, SMITH, ORLER, JOHNSON AND FOLLETT.

NAYS: NONE

ABSENT: NONE

APPROVED this 15th day of August 2006.

Michael O. Miller  
Village President



ATTEST:

[Signature]  
Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

[Signature]  
By: Randall Hight  
Its: President

Date: Aug 2, 2006

P\data/ord&res/pc/2006/a172006 - 830 north Madison salt creek club

EXHIBIT A  
LEGAL DESCRIPTION

THAT PART OF TRACT 1 IN THE PLAT OF SURVEY OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 1950, AS DOCUMENT NO. 584124, DESCRIBED AS FOLLOWS: COMMENNCING AT THE NORTHEAST CORNER OF SAID TRACT 1 AND RUNNING THENCE SOUTH 01 DEGREES 34 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF TRACT 1, BEING ALSO THE WEST LINE OF MADISON STREET, A DISTANCE OF 14.86 FEET FOR A POINT OF BEGINNING: THENCE CONTINUING SOUTH 01 DEGREES 34 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF TRACT 1 A DISTNACE OF 551.08 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 22 SECONDS WEST A DISTNACE OF 232.76 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 47 SECONDS WEST A DISTANCE OF 109.88 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 22 SECONDS WEST A DISTANCE OF 109.88 FEET; THENCE NORTH 88 DGEREES 28 MINUTES 22 SECONDS WEST A DISTANCE OF 395.62 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 1; THENCE NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF TRACT 1 A DISTANCE OF 659.72 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 11 SECONDS EAST A DISTANCE OF 626.62 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 830 North Madison Street, Hinsdale.

*[Handwritten signature]*

RECEIVED  
FEB 26 1978

U.S. AIR FORCE  
WASHINGTON, DC 20330

AIR MAIL 01-01-005

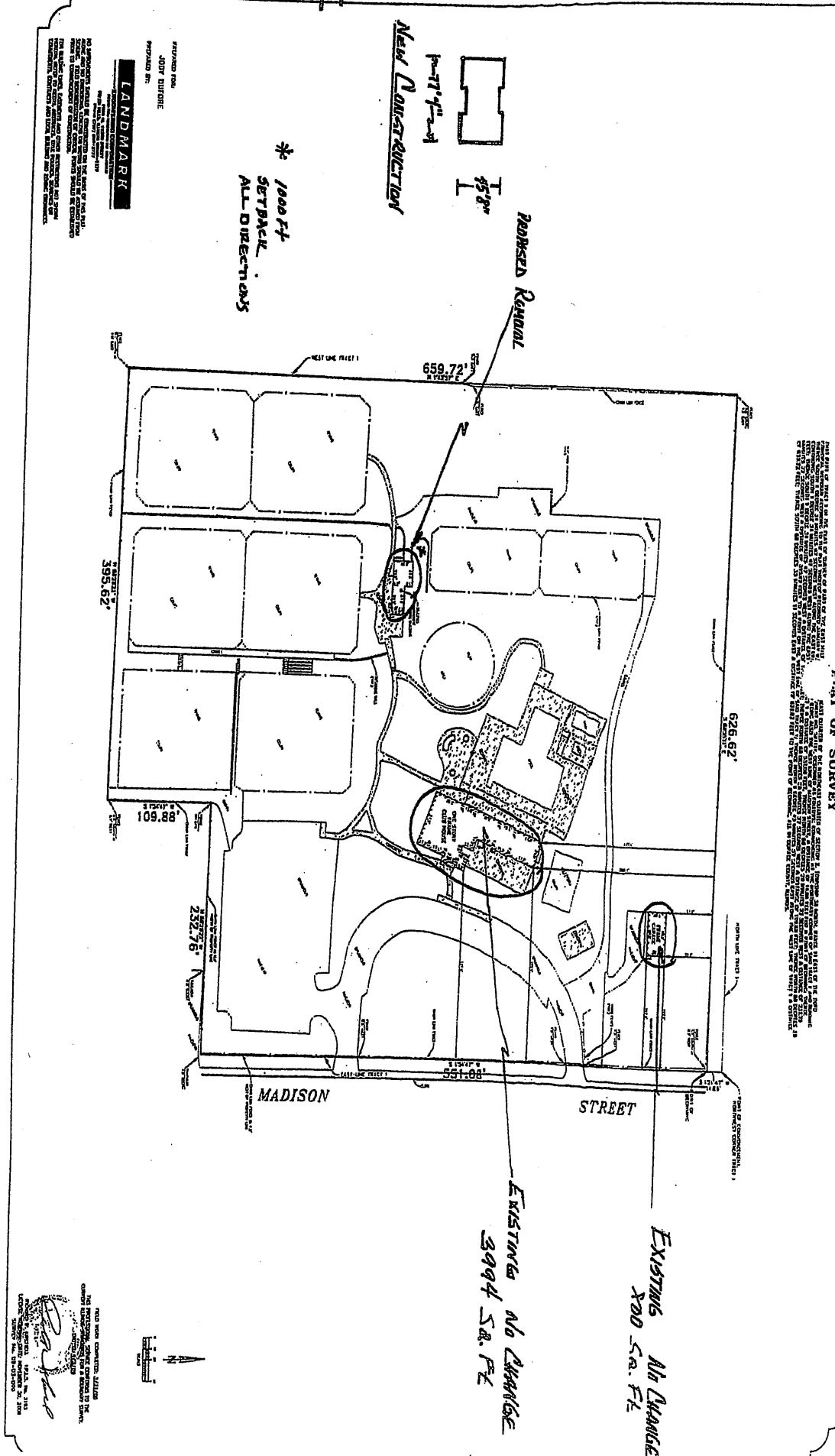
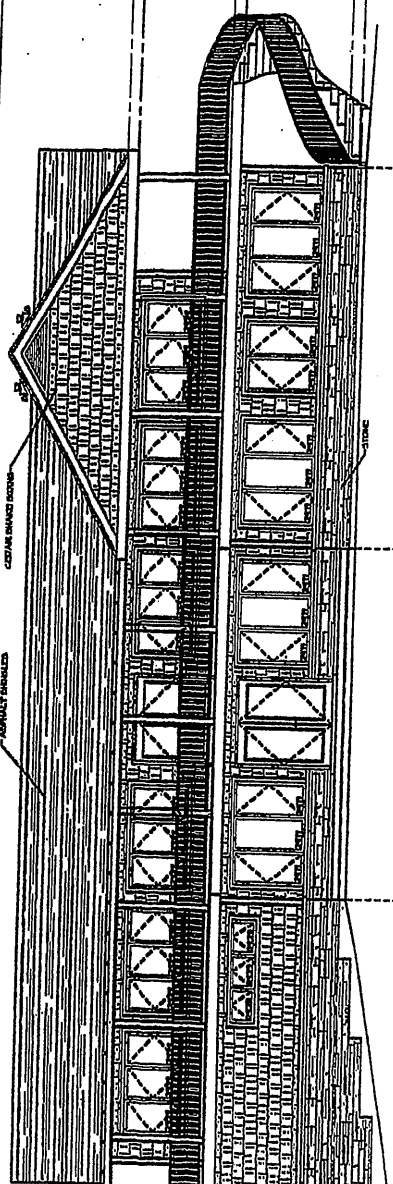


Exhibit C - Approved Exterior Appearance Plans

STAIRS ELEVATOR CHECKED BY:-	SHEET TITLE REWORKED CORRECTOR ELEVATOR	PROJECT NUMBER 08-14	SHEET NUMBER A-4
---------------------------------	--------------------------------------------------	-------------------------	---------------------



9) SOUTH EXTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"

[illegible]

FORMED ELEMENTS FOR  
FUNCTION, MAINTENANCE AND  
APPEARANCE.



733



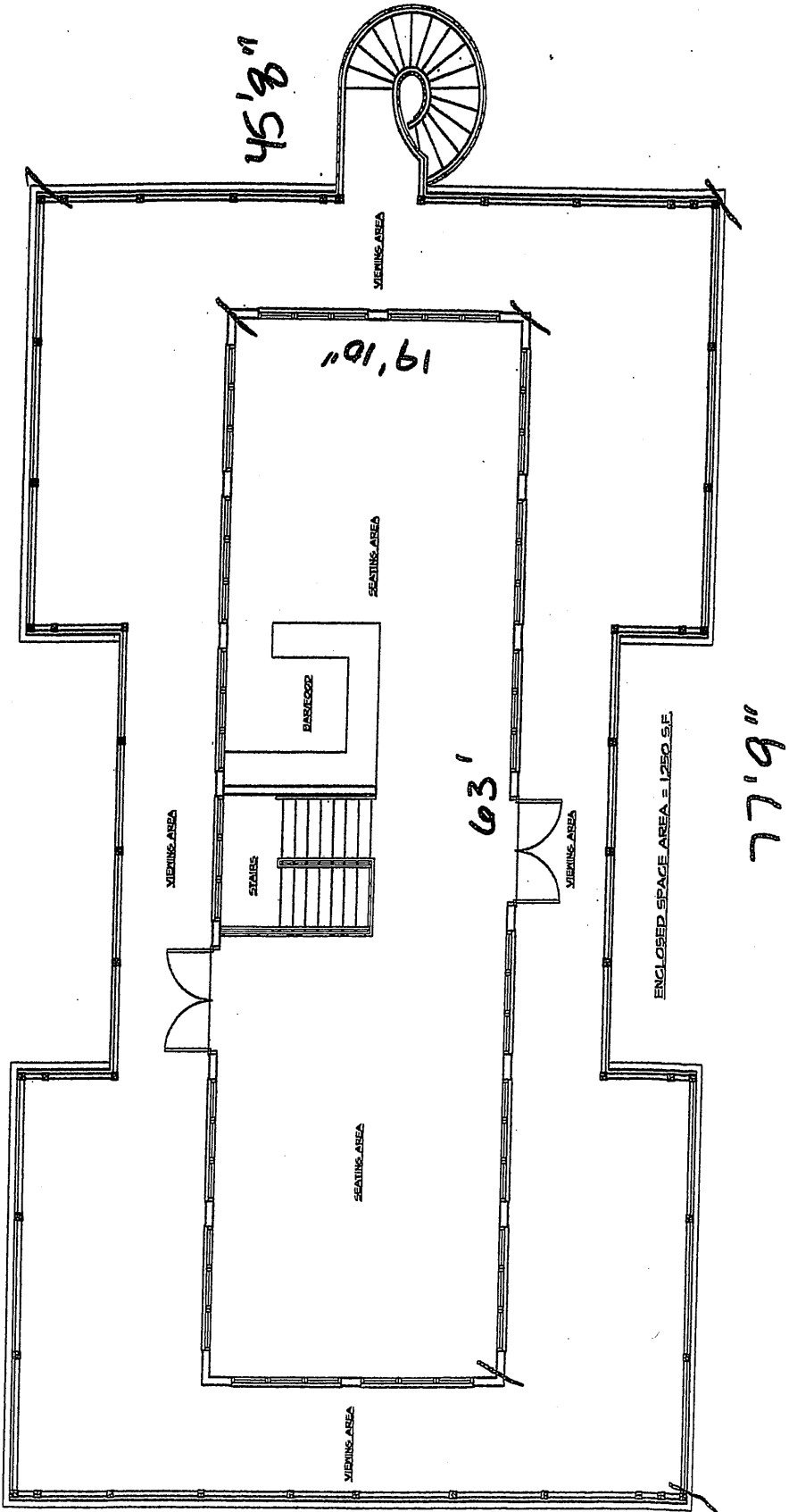
LINE OF OPEN AIR DECK ABOVE



# Exhibit B - Approved Detailed Plans Approved Site Plans

135

14 West Wendell Avenue, Middleburg, IL 60521 J. Michael Meisner Architects AIA, NCARB		DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NO.: _____ SHEET NO.: _____	SALT CREEK BATH & TENNIS NORTH MADISON AVENUE OAK BROOK, ILLINOIS
---------------------------------------------------------------------------------------------	--	-----------------------------------------------------------------------------------------------	-------------------------------------------------------------------------



(17) SECOND FLOOR CONSTRUCTION PLAN  
SCALE: 1/4" = 1'-0"

OS

**R-5**

## Location and Zoning Map

**IB**

OS

BURNS FIELD  
320 N-VINE

## Map

DATE: March 3, 2015

7h

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION NUMBER</b> First Reading - ZPS		<b>ORIGINATING DEPARTMENT</b> Community Development		
<b>ITEM</b> 336 E. Ogden Avenue - Request: Approval of a Temporary Use for a Nursery/Garden Center		<b>APPROVAL</b>		
<p>The Village has received a request by Good Earth Greenhouse to allow a garden/nursery center as a temporary use at 336 E. Ogden Avenue. The applicant has operated the same business in this same location, for the past several years and is now requesting it again for this calendar year. The Hinsdale Zoning Code provides for <i>Permitted Temporary Uses</i> subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees <u>may</u> approve such use, subject to the following regulations:</p> <p>9. <i>Others:</i> In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.</p> <p>As identified in the attached letter, the applicant is proposing to sell garden plants and ancillary nursery items and also provide a temporary greenhouse for storage of plant material, along the north property line of the subject property. As illustrated in the attached site plan, the applicant is proposing to locate the proposed sales area in the parking lot adjacent to Ogden Avenue and would be required to meet all necessary setback requirements. The applicant has indicated that the proposed sales area would be fenced off with temporary structures for safety and the remainder of the parking lot could be utilized for parking. The applicant will be present at the Board meeting to answer any questions. Should the Village Board find the temporary use request to be satisfactory, the following motion would be appropriate:</p> <p><b>MOTION:</b> Move to approve a permit for a temporary use at 336 E. Ogden Avenue for the period 3/17/15 thru 10/31/15 subject to conditions to be set forth by the Building Commissioner.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				



**VILLAGE OF HINSDALE  
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 336 E. Ogden Ave

**APPLICATION FOR TEMPORARY USE**

The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees MAY approve such use, subject to the following regulations:

9. *Others*: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

Owner: Gord Barth Greenhouse Phone: (312) 933-2470 2470 cell  
708-366-9500

Date: \_\_\_\_\_, 20\_\_\_\_

**Temporary Use Period Requested:**

From: April, 20\_\_\_\_ through October 31, 2015

**Nature of Temporary Use Request:**

garden center

Signature of Owner: [Signature]

Date: \_\_\_\_\_, 20\_\_\_\_

Village Manager

**OR**

Date of Village Board Approval: \_\_\_\_\_, 20\_\_\_\_

*For Office Use Only*

\$100 Fee Paid ☒

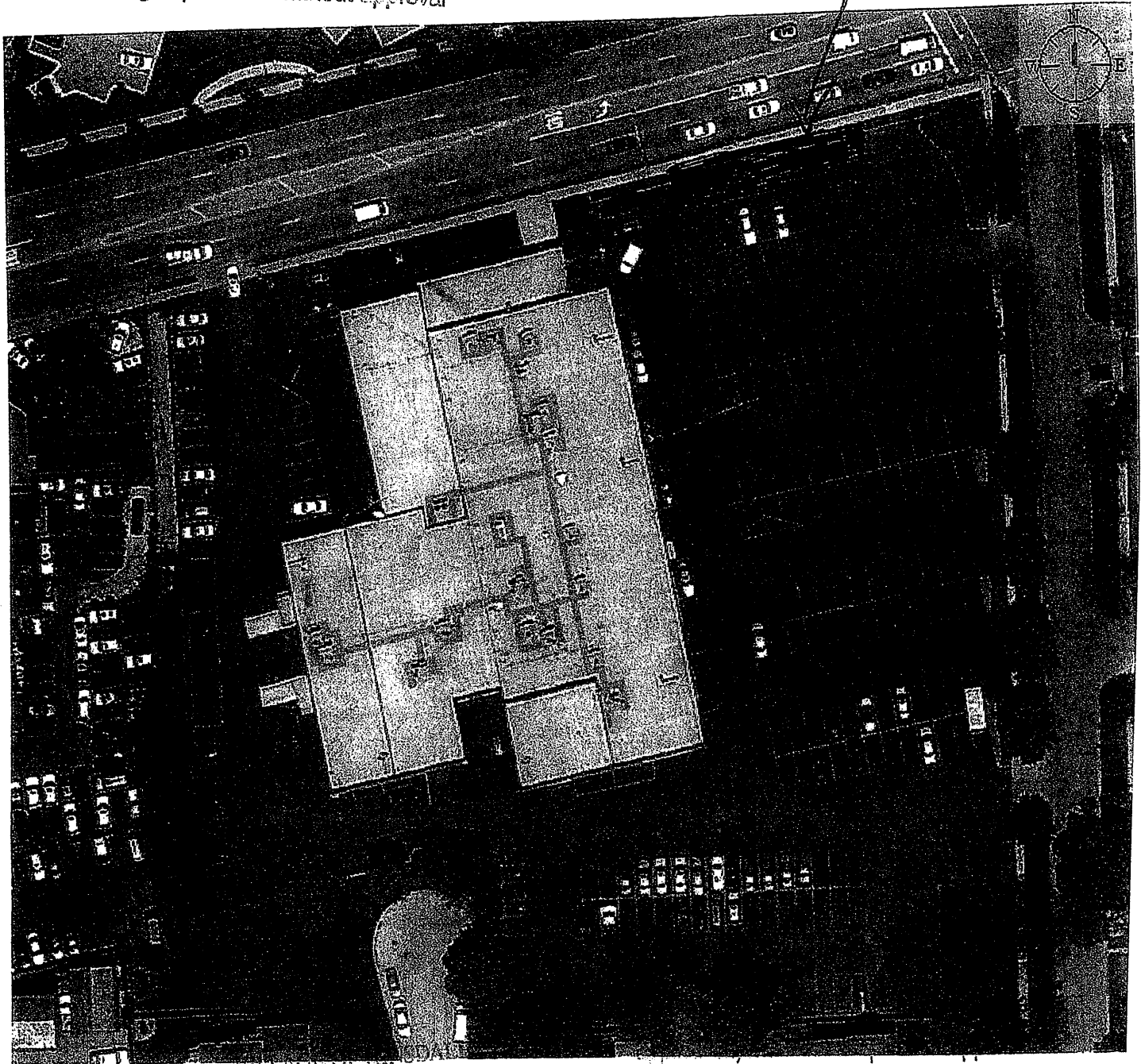
Date: 2/12/15

Received By: [Signature]

- Plans to be on site at all times
- Call 782-7000 for inspection
- Allow min. 24 hours for inspection
- Don't cover anything prior to inspection
- Changes must be requested in writing
- No changes permitted without approval

*Proposed Garden Center*

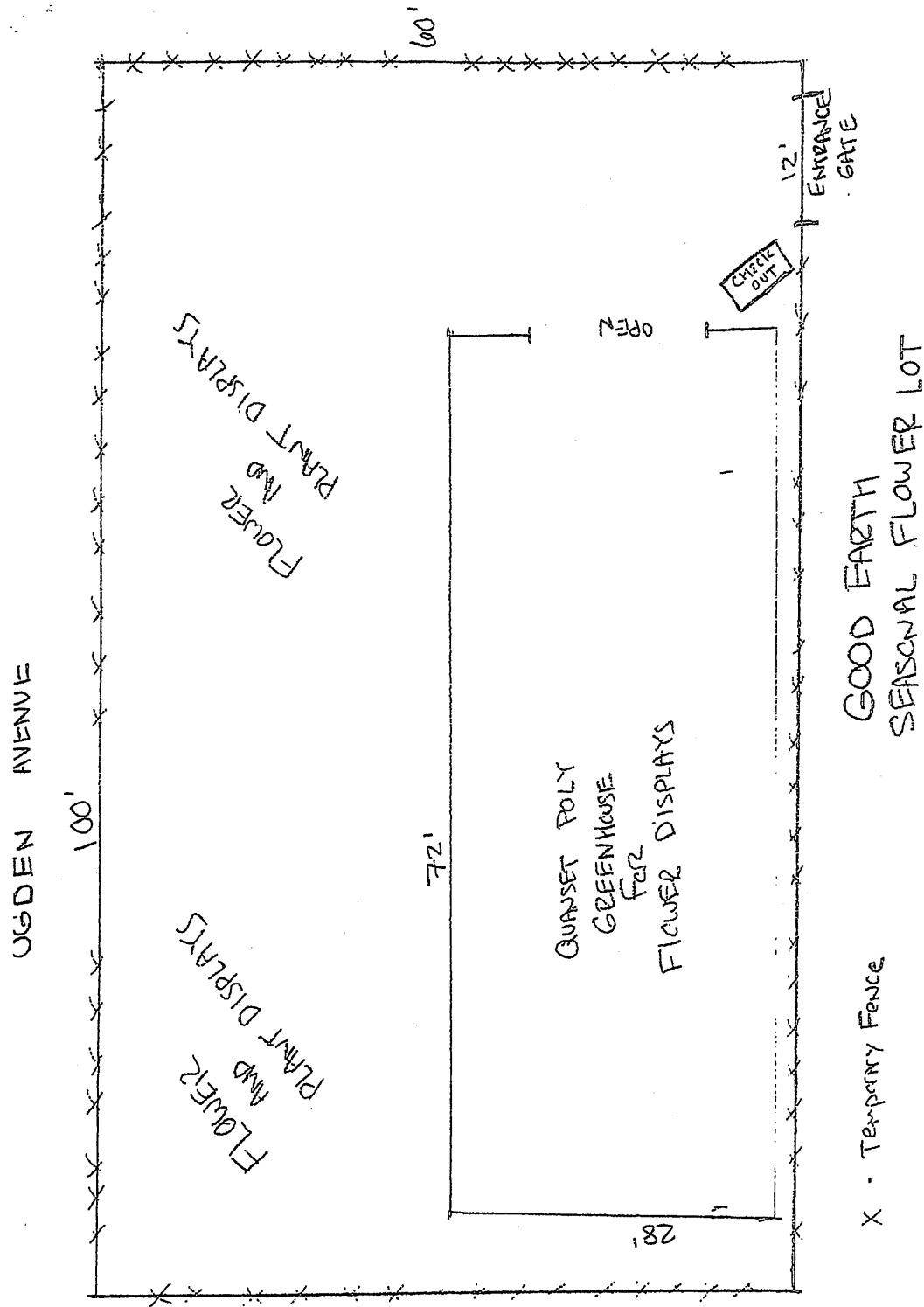
*100x60*

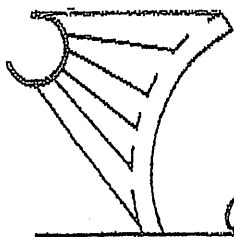


VILLAGE OF ARDEN DART  
 COMMUNITY DEVELOPMENT  
☒ APPROVED  
☐ APPROVED AS NOTED  
☒ LETTER OF AGREEMENT

DATE 4/7/13 TED  
 BUILDING OFFICIAL

It has been approved by the Building Official  
 of the Village of Arden Dart on the applicant's  
 behalf, and the applicant is responsible for  
 obtaining all necessary permits and for  
 complying with all applicable codes and  
 regulations.





# KEELER *Lucky* GLASGOW CO. INC. GREENHOUSE MANUFACTURING

28  
QUONSET

VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT

~~APPROVED~~  
~~APPROVED AS NOTED~~  
~~LETTER OF AGREEMENT~~

DATE

FRAMEWORK INCLUDES:

- 1 5/8" Galvanized Structural Steel Bows
- 1 3/8" Galvanized Structural Steel Cross-Braces
- 1 3/8" Galvanized Structural Steel Purlins
- 40" Foundation Anchors
- Foundation Anchor Driving Tool
- Bow-To-Purlin Connectors
- Bow Connecting Sleeves
- All Hardware Needed For Framework
- 2 x 4 Wood End Frame Brackets
- Uses 40 Ft. Wide Poly
- All Holes Are Pre-Drilled

- Plans to be on site at all times
- Call 789-7030 for inspection
- Allow min. 24 hours for inspection
- Don't cover anything prior to inspection
- Changes must be requested in writing
- No changes permitted without approval

1-800-526-7327

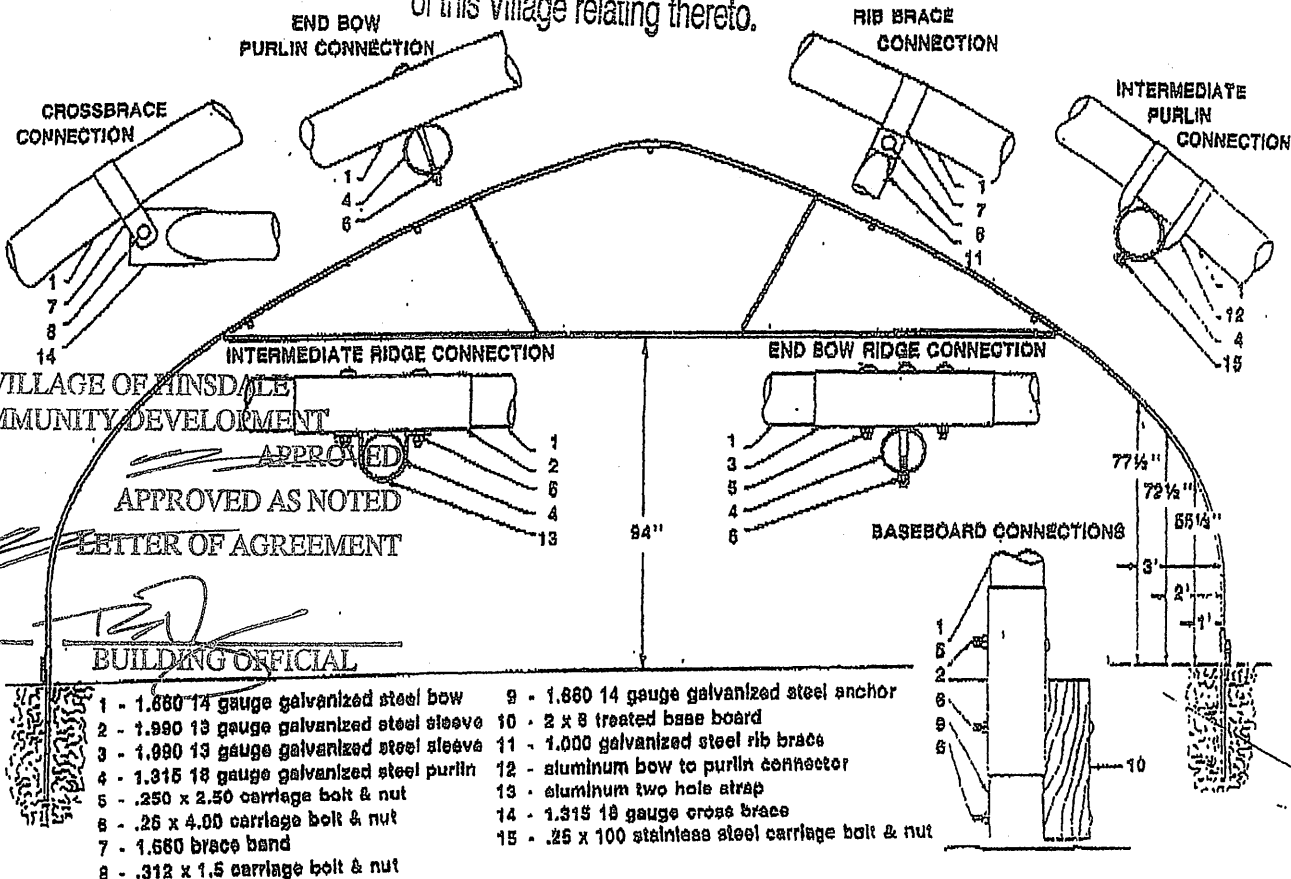
FAX 616-621-2418

80444 C.R. 687

BOX 158

HARTFORD, MI 49057

No error or omission in either the plans or application, whether said plans or application have been approved by the Building Official or not, shall permit or release the applicant from constructing this work in any manner other than that provided for in the ordinance of this Village relating thereto.



## SURELOCK BASE :

### 1) ON BASEBOARDS

- 1) Place the first piece of base on the top edge of the lock of the baseboard.
- 2) Use the figures below to make sure that you are placing the lock the correct way.
- 3) Flush the end of the lock with the end of the baseboard.
- 4) Fasten the lock with the self-tapping screws provided.
- 5) Use the groove in the center of the base as a guide.
- 6) Place the screws at no more than 12" increments.

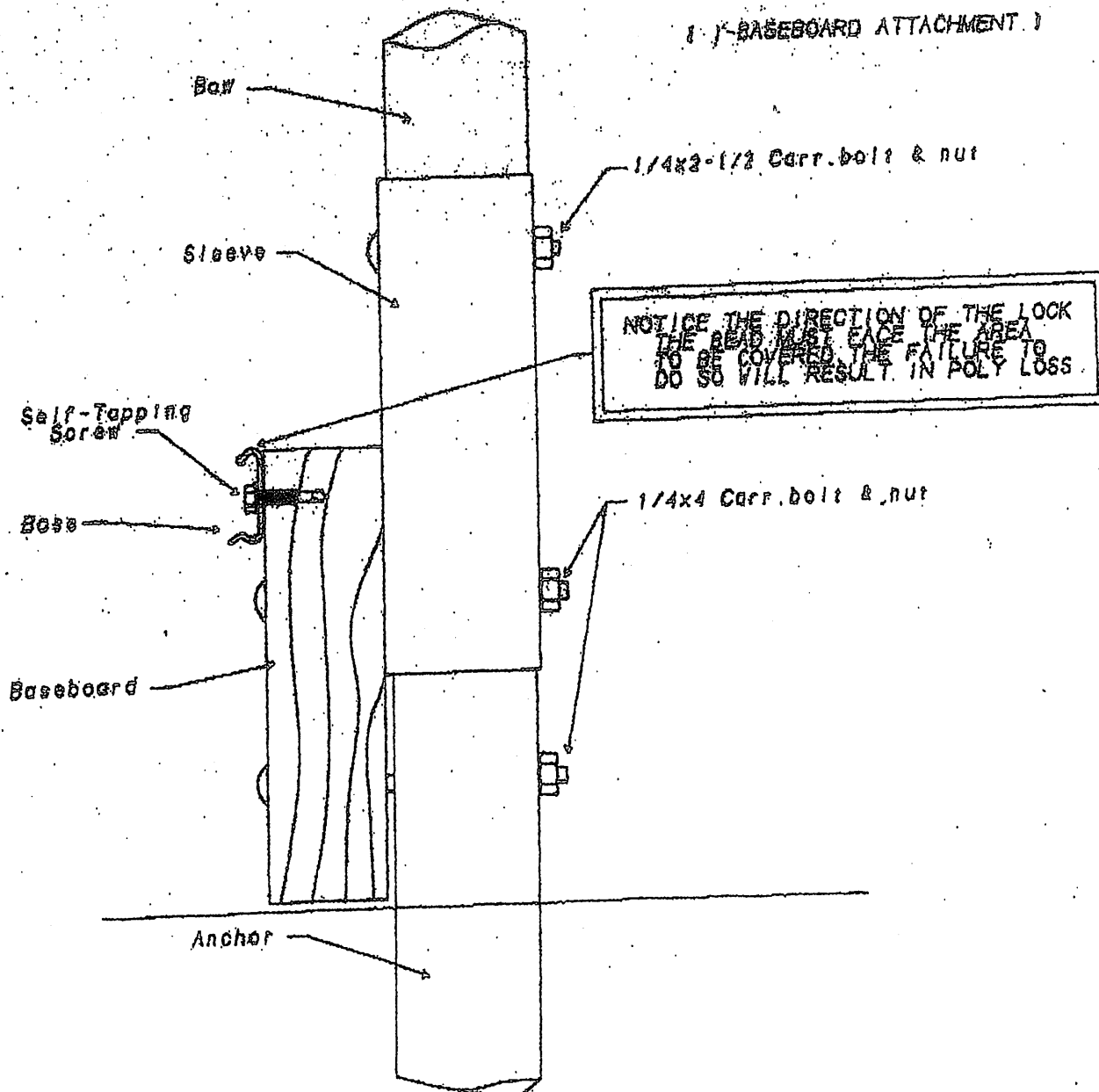
### 2) ON END FRAMES

- 1) Cut the base to fit around any openings in the ends.
- 2) Check with the figures for correct placement.
- 3) Fasten as in the baseboard section.

### 3) ON END BOVS

- 1) Start at the bottom of the bow and fasten the lock as you bend it around the top of the house.
- 2) On bows fasten the base no less than every 6".
- 3) Check with the figures to see that you are placing the lock in the right direction.

## 1) J-BASEBOARD ATTACHMENT 1



# (C) FOUNDATION ANCHOR INSTALLATION (FIG-2-3)

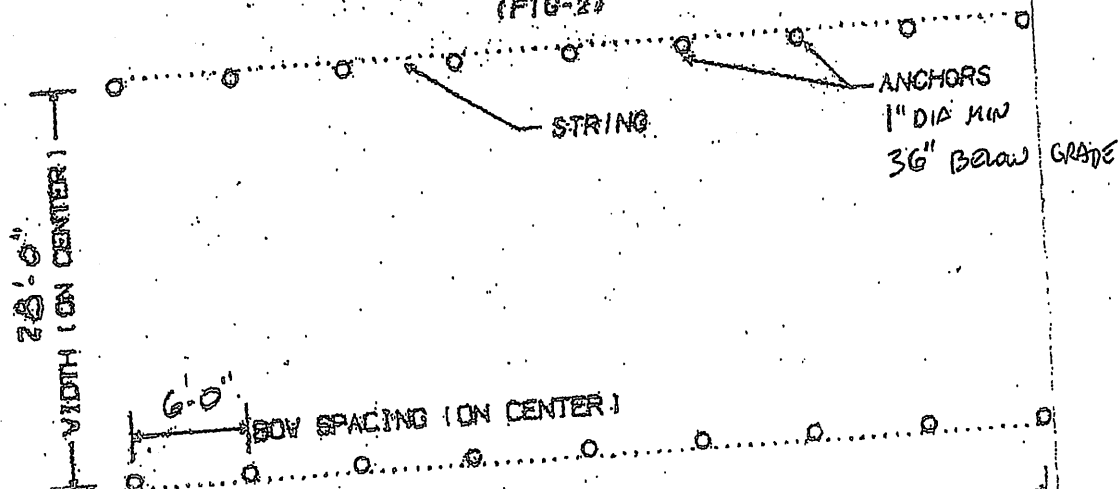
NOTE: If your house is using anchor plates instead of ground anchors please proceed to the next section.

NOTE: If your soil is extremely soft or sandy you may be required to set your anchors in concrete. Consult your local building authority.

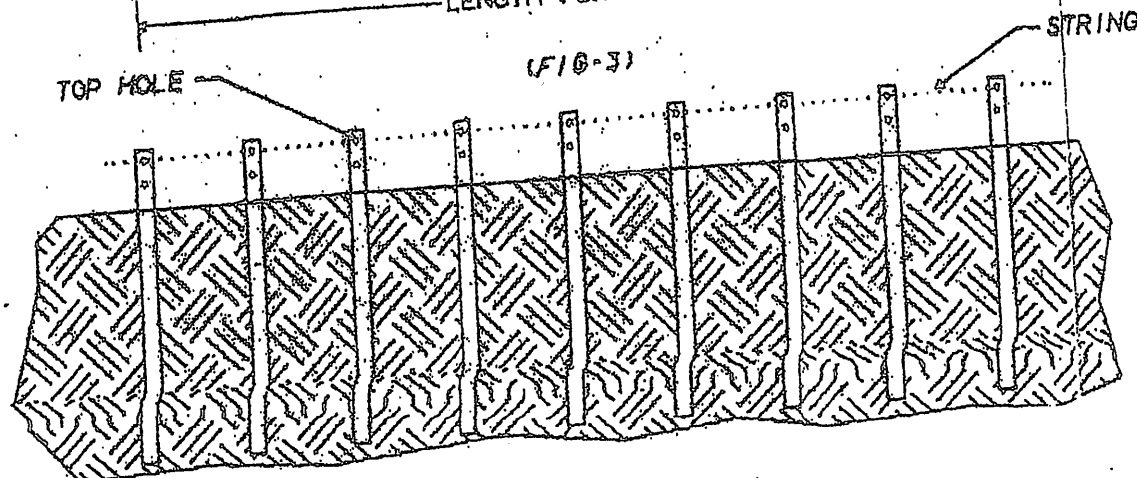
- 1) Always use your steel anchor driver when ever you strike the top of the anchor to prevent digging out the top of the anchor.
- 2) Pick one of your corner anchors and drive it in the ground, leaving a line across the ground.
- 3) Drive the remaining corner anchors so that they are level with the first anchor driver. To do this correctly a transit or similar device must be used.
- 4) The next step is to use a string from the top hole of one corner anchor to the top hole of the far anchor on the same side of the house and tie it thru the top hole of that anchor. Make sure the string is on the same side of the appropriate bow spacing.
- 5) Finally drive driving anchors at the appropriate bow spacing.
- 6) Drive each anchor so that the top hole lines up with the string.

- 1) Drive each anchor on the same side of the string.
- 2) All the holes in the anchors should face across the house.
- 3) All distances are center to center.
- 4) Keep all anchors plumb while driving.

(FIG-2)



(FIG-3)

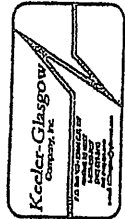


ENGINEER Hurley Loveland	CHECKED BY
DATE 01 - 05 - 99	APPROVED BY
SCALE as shown	DRAWN BY

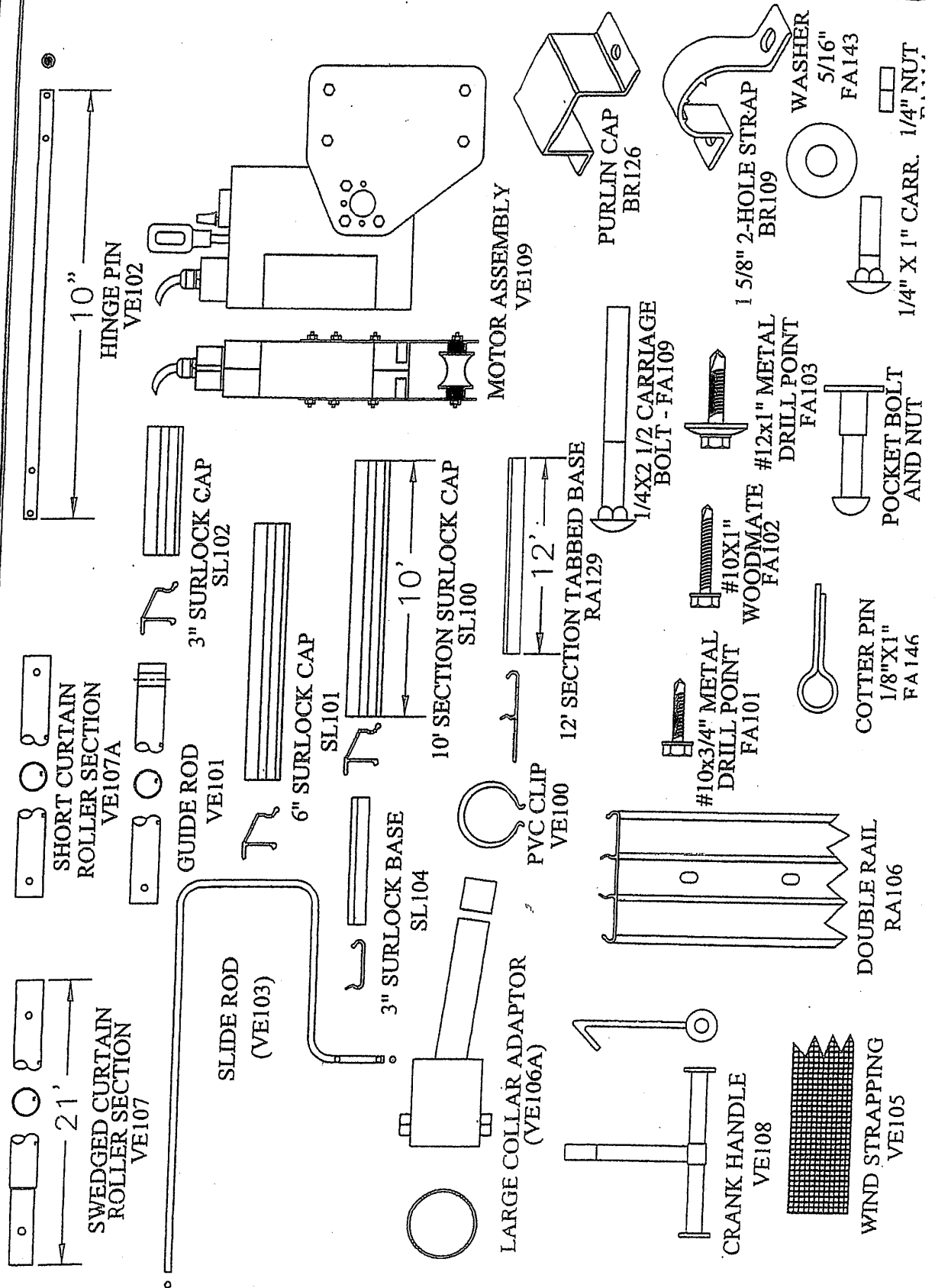


# ROLL - UP VENT INSTRUCTIONS

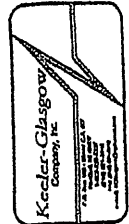
## DETAIL "B"



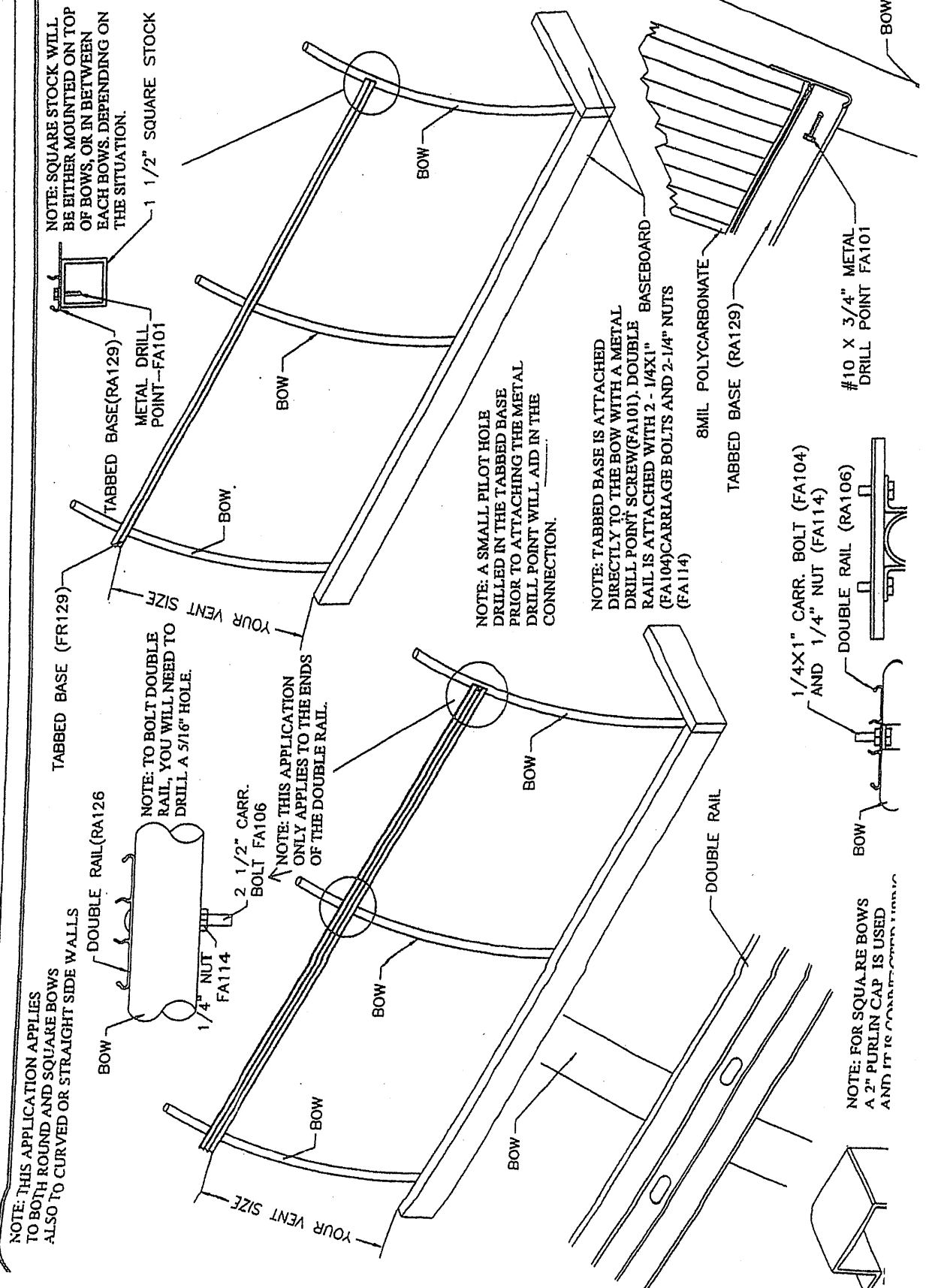
DESIGNED BY Keebler-Glasgow Company, Inc.	CHECKED BY Keebler-Glasgow Company, Inc.	APPROVED BY Keebler-Glasgow Company, Inc.	DATE 01-01-99	SCALE 1/4" = 1"
-------------------------------------------------	------------------------------------------------	-------------------------------------------------	------------------	--------------------



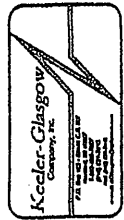
# ROLL - UP VENT INSTRUCTIONS DETAIL "C"



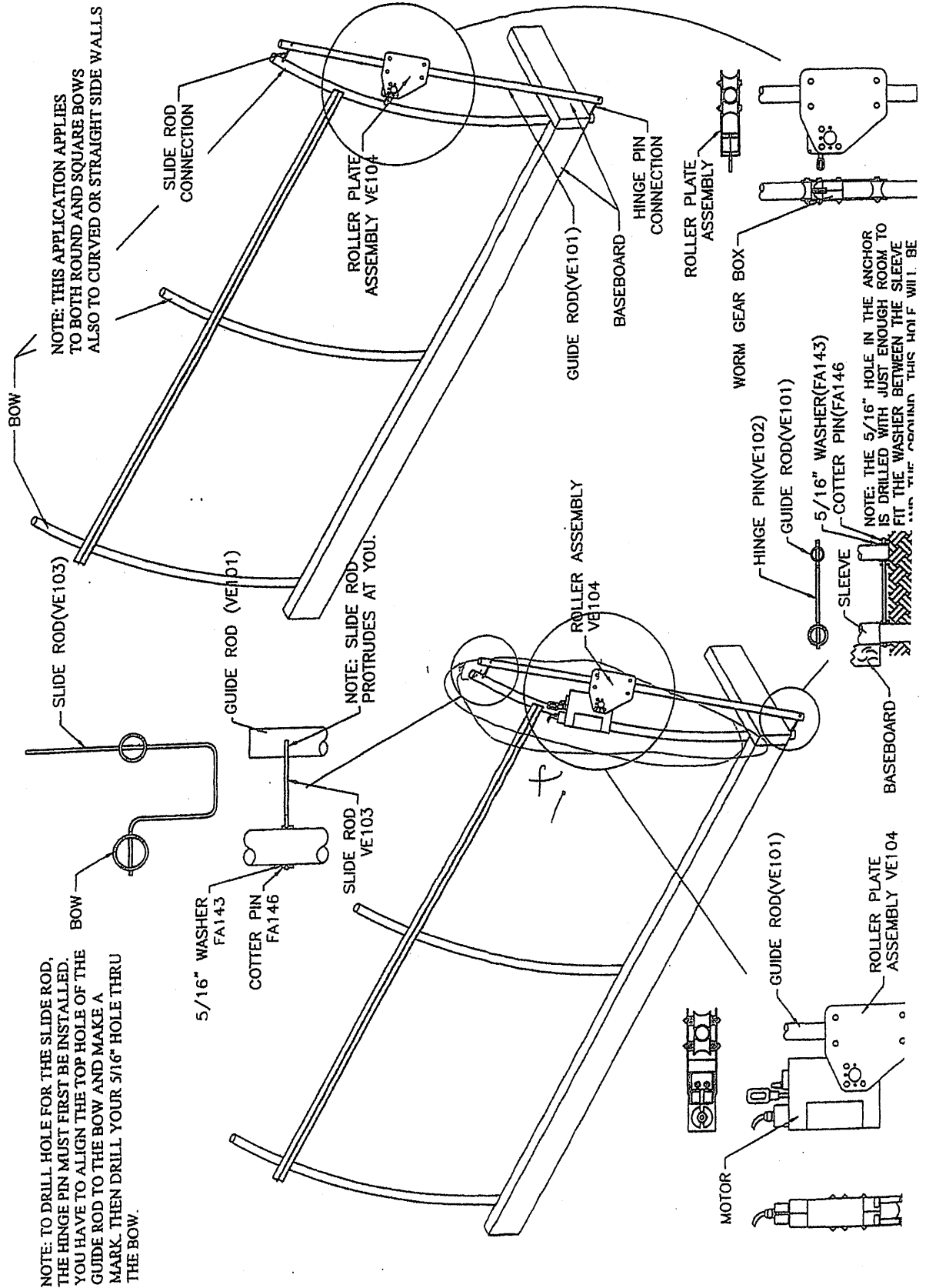
CHECKED BY	DATE	APPROVED BY	DATE
ISSUED BY	01 - 01 - 99	DATE	01 - 01 - 99
REVISION	01 - 01 - 99	DATE	01 - 01 - 99



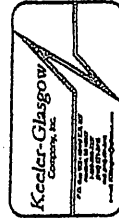
# ROLL - UP VENT INSTRUCTIONS DETAIL "D"



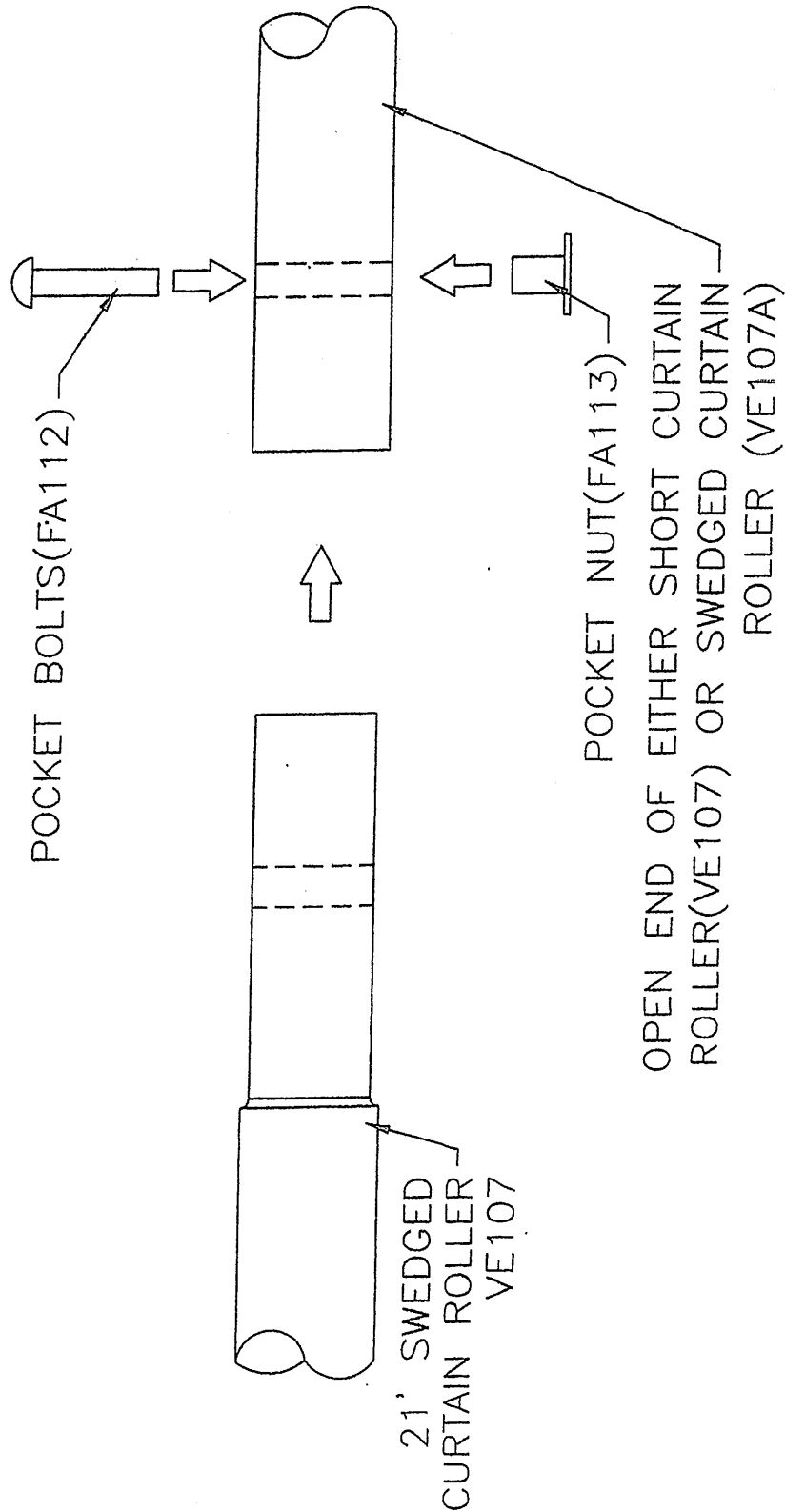
DESIGNED BY Harvey L. Glasgow	CHECKED BY G.L.G.	APPROVED BY G.L.G.	ISSUED BY G.L.G.
DATE 10-1-59	SCALE 1/8" = 1"	SHEET 10	STATUS Standard Goods



# ROLL - UP VENT INSTRUCTIONS DETAIL "E"

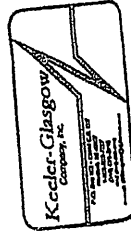


ENGINEER	CHECKED BY
Harvey Landstad	
DATE	APPROVED BY
01-08-99	
SCALE	DESIGNED BY
as	Samuel D. Lee



NOTE: THE SHORT CURTAIN ROLLER IS PLACED ON THE OPPOSITE END OF THE GUIDE BAR ASSEMBLY. THE SHORT CURTAIN ROLLER DOES NOT HAVE A SWEDGED END.

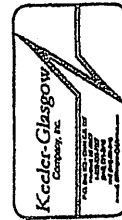
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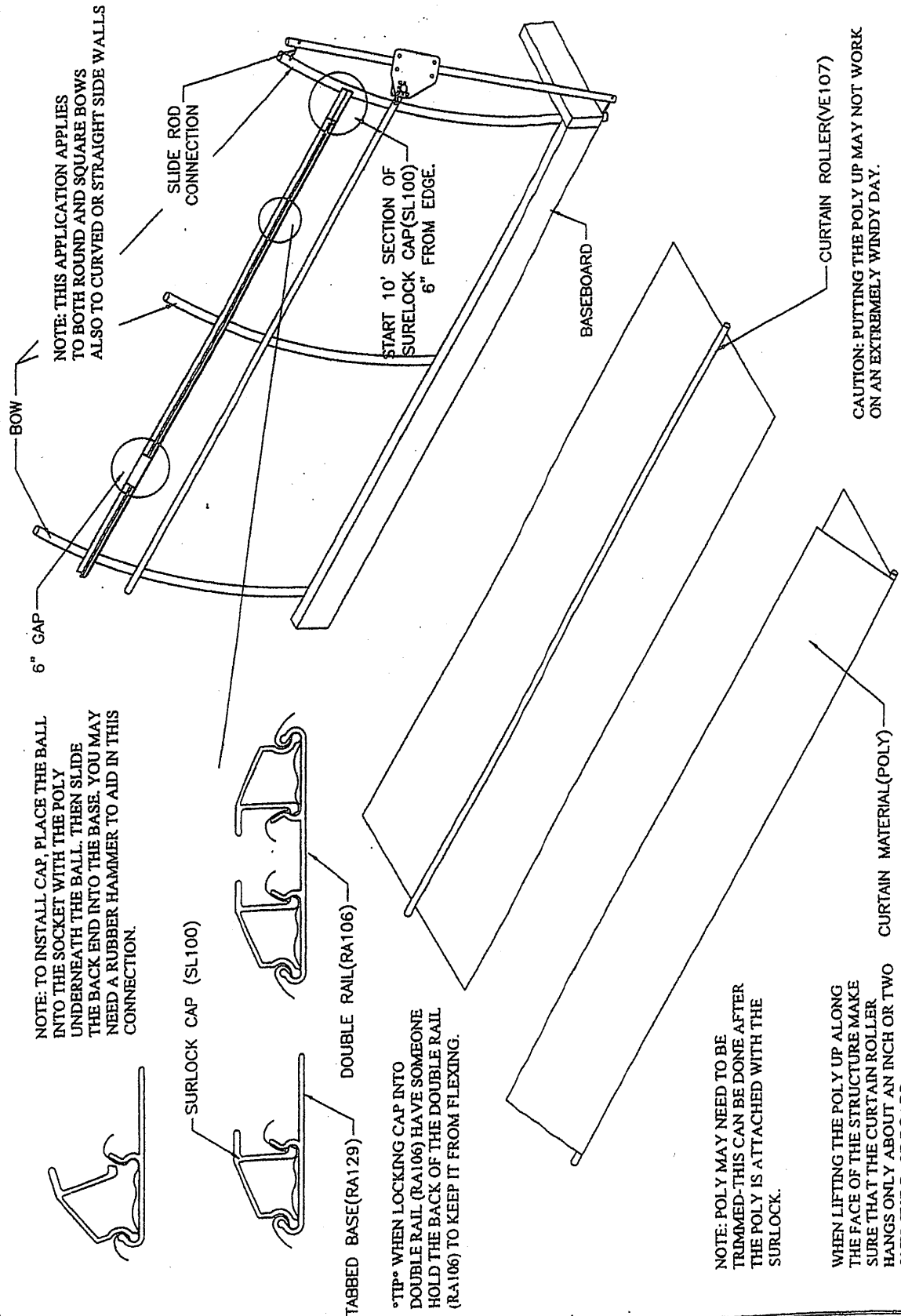
CHECKED BY		APPROVED BY
Honey Brook		
DATE	01-03-99	SCALE
		on

WORK

# ROLL - UP VENT INSTRUCTIONS DETAIL "F"

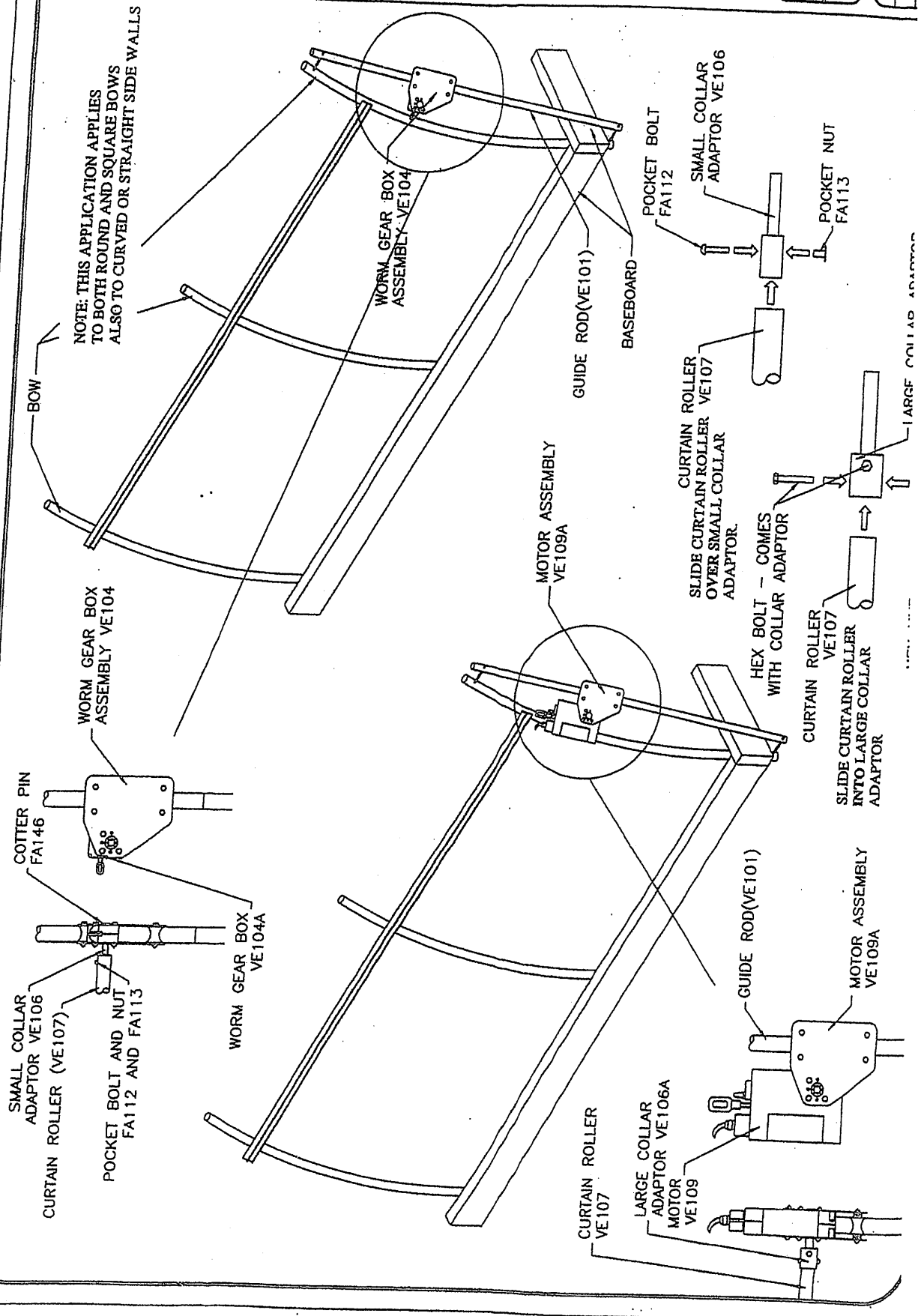
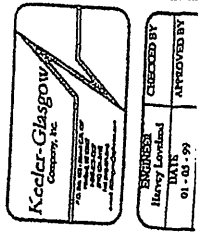


ENGINEER	CHECKED BY	APPROVED BY	DESIGNED BY
11/11/99	01-01-99	01-01-99	01-01-99
SCALE	DATE	BY	DATE



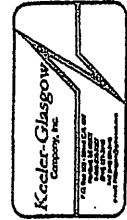
# ROLL - UP VENT INSTRUCTIONS

## DETAIL "G"

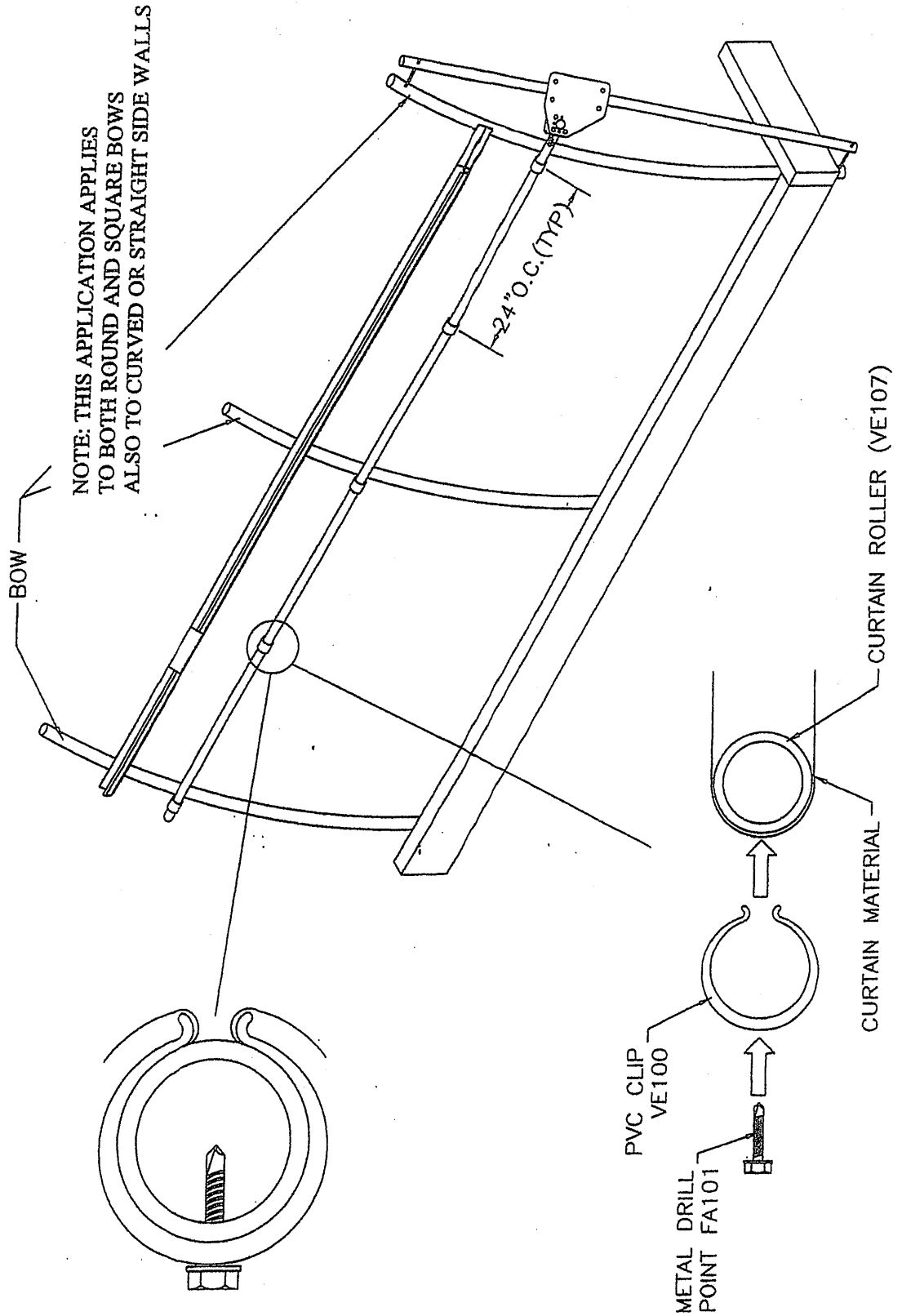


# ROLL - UP VENT INSTRUCTIONS

## DETAIL "H"



DESIGNED BY Harvey Lowndes	CHECKED BY	APPROVED BY	DRAWN BY
DATE 01 - 01 - 99			
SCALE			





TESTING GROUP  
www.bodycote.com  
www.bodycotetesting.com

NEPA 701-2004 Test Method 2 - Flame  
Propagation of "DEFERW-60" Plastic Film

A Report To: AT Films Inc.  
PO Box 428  
Edmonton, AB  
T5J 2K1

Telephone: (780) 468-0882  
Fax: (780) 468-8311

Attention: Peter Gilbody

Submitted By: Fire Testing

Report No. 08-002-500  
2 pages + appendix

Date: June 11, 2008, 2008

Bodycote Testing Group  
2395 Speakman Drive • Mississauga • Ontario • Canada • L5K 1B3 • Tel: +1 (905) 822-4111 • Fax: +1 (905) 823-1446

**Bodycote Testing Group**

NFPA 701-2004 Test Method 2 - Flame Propagation of "DFFRW-60" Plastic Film

Page 2 of 2

For: AT Films Inc.

Report No. 08-002-500

**ACCREDITATION** Standards Council of Canada, Registration #1.**REGISTRATION** ISO 9001:2000, registered by QMI, Registration #001109.**SPECIFICATIONS OF ORDER**

Determine flame resistance in accordance with Test Method 2 of NFPA 701, 2004 Edition, as per our Quotation No. 08-002-6045 dated June 5, 2008.

**IDENTIFICATION**

Plastic film identified as "DFFRW-60".

(Bodycote sample identification number 08-002-S0500)

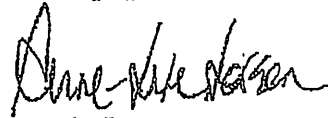
**TEST RESULTS****NFPA 701 - 2004 Test Method 2**  
Standard Methods of Fire Tests for  
Flame Propagation of Textiles and Films


Tested "as received" and in flat sheet configuration.

	Length of Char (mm)	Afterflame Time (s)	Flaming Dripping Time (s)
Trial 1:	250	0.0	0.0
2:	261	0.0	0.0
3:	253	0.0	0.0
4:	242	0.0	0.0
5:	262	0.0	0.0
6:	238	0.0	0.0
7:	246	0.0	0.0
8:	266	0.0	0.0
9:	252	0.0	0.0
10:	234	0.0	0.0
Maxima Specified by NFPA 701 Test Method 2:	435	2.0	2.0 (individual)

**CONCLUSIONS**

When tested "as received" and in flat sheet configuration, the material identified in this report meets the flame propagation requirements of Test Method 2 of NFPA 701, 2004 Edition.

  
Anne-Lise Larsen,  
Fire Testing.

  
Richard J. Lederle,  
Fire Testing.

Note: This report consists of 2 pages, including the cover page, that comprise the report "body". It should be considered incomplete if all pages are not present. Additionally, the Appendix of this report comprises a cover page, plus 1 page.

## Bodycote Testing Group

NFPA 701 - 2004 Edition  
Standard Methods of Fire Tests for  
Flame Propagation of Textiles and Films

Test Method 2

For conducting flame tests of fabrics hung in folds, at least four specimens 610 mm by 1.20 m (24 x 47 in.) are required. Each specimen is folded longitudinally to form four folds. Those specimens that cannot be folded are tested in the flat configuration.

For conducting flame tests of fabrics in the flat configuration, Test Method 2 of NFPA 701 specifies at least ten specimens, 125 mm by 1.2 m (5 in x 47 in). The specimens are conditioned at 105°C (220°F) for 1 to 3 hours.


Each specimen is removed from the conditioning chamber individually, and immediately suspended in a steel stack, 305 mm (12 in.) square and 2.13 m (84 in.) high, the said stack being open both top and bottom and supported 305 mm above the floor. The lower edge of the specimen is positioned 100 mm (4 in.) above the tip of a gas burner which is inclined at 25° to the vertical. The burner, which has been adjusted to yield a flame 280 mm (11 in.) in height is ignited and inserted directly beneath the specimen for 2 minutes. Char length is measured from the tip of the flame, upwards.

Flame Resistance Requirements:

<u>Specimen Configuration</u>	<u>Maximum Char Length or Destroyed Material Length (mm)</u>	<u>Maximum Afterflame Time (s)</u>	<u>Duration of Flaming Drips on Floor of Tester (s)</u>
Folded	1050	2.0	2.0
Flat	435	2.0	2.0

DATE: March 03, 2015

8a

<b>AGENDA SECTION</b>		<b>ORIGINATING DEPARTMENT</b>		
Consent: Agenda/ACA		Finance		
<b>ITEM</b>		<b>APPROVED</b>		
Accounts Payable		Darrell Langlois  Assistant Village Manager/Director of Finance		
<p>At the meeting of March 03, 2015 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 February 17, 2015 through March 03, 2015 in the aggregate amount of <u>\$505,895.41</u> 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 #1581**

**FOR PERIOD February 17, 2015 through March 03, 2015**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$505,895.41 reviewed and approved by the below named officials.

APPROVED BY  DATE 2/26/15  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

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

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



**Village of Hinsdale**  
**Warrant # 1581**  
**Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	142,593.21	-	142,593.21
Capital Project Fund	45300	33,464.86	-	33,464.86
Water & Sewer Operations	61061	142,852.81	-	142,852.81
Escrow Funds	72100	56,750.00	-	56,750.00
Payroll Revolving Fund	79000	11,431.02	118,803.51	130,234.53
<b>Total</b>		<b>387,091.90</b>	<b>118,803.51</b>	<b>505,895.41</b>



**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1581**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 2/27/2015	Village Payroll #5 - Calendar 2015	FWH	\$ 50,368.01
Electronic Federal Tax Payment Systems 2/27/2015	Village Payroll #5 - Calendar 2015	FICA/MCARE	37,823.12
Illinois Department of Revenue 2/27/2015	Village Payroll #5 - Calendar 2015	State Tax Withholding	13,219.75
ICMA - 457 Plans 2/27/2015	Village Payroll #5 - Calendar 2015	Employee Withholding	14,956.85
H SA PLAN CONTRIBUTION - 02/27/2015		Employer/Employee Withholding	2,435.78
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	-
<b>Total Bank Wire Transfers and ACH Payments</b>			<b><u>\$118,803.51</u></b>



Run date: 26-FEB-15

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
HARTY, ANDREA			
188957	PAY #4 DD RETURNED	129551	\$1,257.31
		Total for Check: 101109	\$1,257.31
A BLOCK MARKETING INC			
188860	TIPPING FEE	00060438	\$25.00
		Total for Check: 101110	\$25.00
ABC COMMERCIAL MAINT SERV			
189122	KLM CLEANING	088	\$676.00
		Total for Check: 101111	\$676.00
ALAN F. FRIEDMAN, PH D			
189043	TEST DATA	02092015	\$360.00
		Total for Check: 101112	\$360.00
AMERICAN CARNIVAL MART			
189130	EGG HUNT SUPPLIES	118992	\$442.20
		Total for Check: 101113	\$442.20
AMERICAN EXPRESS			
189170	ASST MERCHANDISE	8-03003-02/2015	\$65.36-
189170	ASST MERCHANDISE	8-03003-02/2015	\$702.09
189170	ASST MERCHANDISE	8-03003-02/2015	\$320.00
189170	ASST MERCHANDISE	8-03003-02/2015	\$54.95
189170	ASST MERCHANDISE	8-03003-02/2015	\$277.92
189170	ASST MERCHANDISE	8-03003-02/2015	\$339.99
189170	ASST MERCHANDISE	8-03003-02/2015	\$58.41
189170	ASST MERCHANDISE	8-03003-02/2015	\$137.30
189170	ASST MERCHANDISE	8-03003-02/2015	\$49.95
189170	ASST MERCHANDISE	8-03003-02/2015	\$344.96
189170	ASST MERCHANDISE	8-03003-02/2015	\$54.29
189170	ASST MERCHANDISE	8-03003-02/2015	\$15.99
		Total for Check: 101114	\$2,290.49
ANDRES MEDICAL BILLING LT			
188846	JANUARY FEES	13486	\$1,760.56
		Total for Check: 101115	\$1,760.56
ARAMARK UNIFORM SERVICES			
188829	UNIFORMS	2078889017	\$15.90
188829	UNIFORMS	2078889017	\$74.39
188829	UNIFORMS	2078889017	\$15.83
188829	UNIFORMS	2078889017	\$29.94
188829	UNIFORMS	2078889017	\$29.94
188829	UNIFORMS	2078889017	\$68.02
188841	UNIFORMS	2078918437	\$17.90
188841	UNIFORMS	2078918437	\$71.18
188841	UNIFORMS	2078918437	\$17.88
188841	UNIFORMS	2078918437	\$33.69
188841	UNIFORMS	2078918437	\$33.69
188841	UNIFORMS	2078918437	\$76.50
189026	UNIFORMS	2078908643	\$21.76
189026	UNIFORMS	2078908643	\$60.11
189026	UNIFORMS	2078908643	\$38.51

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
189026	UNIFORMS	2078908643	\$23.27
189026	UNIFORMS	2078908643	\$38.97
189026	UNIFORMS	2078908643	\$71.31
189145	UNIFORMS	2078928631	\$17.34
189145	UNIFORMS	2078928631	\$109.93
189145	UNIFORMS	2078928631	\$35.04
189145	UNIFORMS	2078928631	\$22.62
189145	UNIFORMS	2078928631	\$40.26
189145	UNIFORMS	2078928631	\$71.70
<b>Total for Check: 101116</b>			<b>\$1,035.68</b>
<b>AT &amp; T</b>			
189157	VEECK PARK-WP	630323386302	\$156.65
<b>Total for Check: 101117</b>			<b>\$156.65</b>
<b>BANNERVILLE USA</b>			
189049	PARK SIGNS	19220	\$90.00
<b>Total for Check: 101118</b>			<b>\$90.00</b>
<b>BIG MECHANICAL</b>			
188969	CONT BD - 53 N LINCOLN	22429	\$500.00
<b>Total for Check: 101119</b>			<b>\$500.00</b>
<b>BRETT EQUIPMENT</b>			
188853	BULBS - UNIT 8	242757	\$63.43
188877	HI-BEAM SEALS	245076	\$43.36
188878	MIRROR / BULBS	245076	\$140.43
<b>Total for Check: 101120</b>			<b>\$247.22</b>
<b>BUILDING SERVICES OF CHGO</b>			
188968	CONT BD - 514 COLUMBIA	22341	\$500.00
<b>Total for Check: 101121</b>			<b>\$500.00</b>
<b>BURR RIDGE PARK DISTRICT</b>			
189128	CO-OP ART CLASSES	FALL 2014-2	\$407.00
<b>Total for Check: 101122</b>			<b>\$407.00</b>
<b>BUTTREY RENTAL SERVICE IN</b>			
188861	PROPANE - VEECK PARK	197520	\$98.64
189162	VEECK PARK PROPANE	198590	\$98.64
<b>Total for Check: 101123</b>			<b>\$197.28</b>
<b>CALLONE</b>			
189076	TELEPHONE CHARGES	1010-9073-0000	\$404.62
189076	TELEPHONE CHARGES	1010-9073-0000	\$774.44
189076	TELEPHONE CHARGES	1010-9073-0000	\$143.69
189076	TELEPHONE CHARGES	1010-9073-0000	\$1,116.23
189076	TELEPHONE CHARGES	1010-9073-0000	\$60.66
189076	TELEPHONE CHARGES	1010-9073-0000	\$33.11
189076	TELEPHONE CHARGES	1010-9073-0000	\$663.79
189076	TELEPHONE CHARGES	1010-9073-0000	\$362.03
189076	TELEPHONE CHARGES	1010-9073-0000	\$1,610.82
<b>Total for Check: 101124</b>			<b>\$5,169.39</b>
<b>CBC RESTUARANT CORP</b>			
189027	EMERGENCY DINNERS	11060175060097	\$120.00
189028	EMERGENCY DINNERS	11056695020097	\$120.00

Run date: 26-FEB-15

Village of Hinsdale

Page: 3

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 101125</b>	<b>\$240.00</b>
<b>CDW-GOVERNMENT INC.</b>			
189155	PRINTER-VH	SL44321	\$154.15
189156	CABLE	SK10008	\$15.60
		<b>Total for Check: 101126</b>	<b>\$169.75</b>
<b>CENTRAL SALT</b>			
189018	ROAD SALT	211128	\$1,916.18
189019	ROAD SALT	208927	\$3,432.60
189020	ROAD SALT	210450	\$8,123.04
189031	ROAD SALT	211128	\$1,594.79
189032	ROAD SALT	211406	\$14,075.25
		<b>Total for Check: 101127</b>	<b>\$29,141.86</b>
<b>CHARIOT AUTOMOTIVE</b>			
189164	TOWING - UNIT 6	65002	\$250.00
		<b>Total for Check: 101128</b>	<b>\$250.00</b>
<b>CINTAS CORPORATION 769</b>			
189029	FLOOR MATS	769545095	\$121.23
189029	FLOOR MATS	769545095	\$76.98
189047	FLOOR MATS/SHOP TOWELS	769545095	\$54.54
189047	FLOOR MATS/SHOP TOWELS	769545095	\$32.81
189047	FLOOR MATS/SHOP TOWELS	769545095	\$23.40
		<b>Total for Check: 101129</b>	<b>\$308.96</b>
<b>CLASS ACT</b>			
189048	DEPOSIT	27231	\$275.00
		<b>Total for Check: 101130</b>	<b>\$275.00</b>
<b>COMCAST</b>			
189034	POLICE	8771201110009242	\$189.62
		<b>Total for Check: 101131</b>	<b>\$189.62</b>
<b>COMMERCIAL COFFEE SERVICE</b>			
189024	COFFEE SUPPLIES	128896	\$112.50
189147	COFFEE SUPPLIES	129021	\$246.45
189147	COFFEE SUPPLIES	129021	\$50.00
		<b>Total for Check: 101132</b>	<b>\$408.95</b>
<b>DIABETES &amp; ENDOCRINOLOGY</b>			
189060	KLM REFUND-EN150210	22227	\$175.00
		<b>Total for Check: 101133</b>	<b>\$175.00</b>
<b>DISPATCH AUTOMOTIVE</b>			
188851	ALTERNATOR - UNIT 6	245114	\$135.00
188890	ALTERNATOR - UNIT 7	245379	\$175.00
		<b>Total for Check: 101134</b>	<b>\$310.00</b>
<b>DRESCHER LANDSCAPING INC</b>			
188958	CONT BD-5599 S OAK	22131	\$500.00
188959	CONT BD-5810 GIDDINGS	22499	\$500.00
		<b>Total for Check: 101135</b>	<b>\$1,000.00</b>
<b>DUNCAN PARKING TECH, INC</b>			
188823	KEYS	DPT021173	\$41.17
188823	KEYS	DPT021173	\$41.17
		<b>Total for Check: 101136</b>	<b>\$82.34</b>

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>DUPAGE COUNTY RECORDER</b>			
189040	RECORDING FEES	201501120193	\$999.00
		<b>Total for Check: 101137</b>	<b>\$999.00</b>
<b>DUPAGE MAYORS &amp; MANAGERS</b>			
189033	JAN 2015 MEETING	8303	\$55.00
		<b>Total for Check: 101138</b>	<b>\$55.00</b>
<b>EMERGENCY MEDICAL PROD</b>			
188844	GLOVES	1712962	\$140.39
		<b>Total for Check: 101139</b>	<b>\$140.39</b>
<b>ENVIRO-TEST/PERRY LABORAT</b>			
189057	WATER SAMPLES	15-130801	\$180.00
		<b>Total for Check: 101140</b>	<b>\$180.00</b>
<b>FACTORY AUTHORIZED PARTS</b>			
189133	PADDLE HUT FURNACE PARTS	99966S	\$64.78
		<b>Total for Check: 101141</b>	<b>\$64.78</b>
<b>FACTORY MOTOR PARTS CO</b>			
188875	AMBULANCE BATTERIES	52-270431	\$217.32
188894	BATTERY FOR # 100	50-977696	\$111.97
188895	BATTERY FOR # 840	53-157206	\$110.47
188896	BATTERY FOR UNIT 100	50-989130	\$134.51
188897	BATTERY FOR UNIT 67	50-990190	\$111.91
		<b>Total for Check: 101142</b>	<b>\$686.18</b>
<b>FBI LEEDA</b>			
189053	2015 ANNUAL DUES	40117-15	\$50.00
		<b>Total for Check: 101143</b>	<b>\$50.00</b>
<b>FULLERS SERVICE CENTER IN</b>			
188825	OIL CHANGE # 44	12543625728	\$32.95
188826	OIL CHANGE # 42	22545264128	\$32.95
188827	OIL CHANGE # 40	62541921792	\$32.95
188828	OIL CHANGE # 45	12543101440	\$32.95
188835	CAR WASHES	01312015	\$264.00
188847	SNOW REMOVAL	01312015	\$1,500.00
189030	SEAT CLEANING	42120132096	\$25.00
		<b>Total for Check: 101144</b>	<b>\$1,920.80</b>
<b>GFOA</b>			
188882	MEMBERSHIP RENEWAL	0134001	\$190.00
188883	CAFR REVIEW FEE	85234001	\$435.00
		<b>Total for Check: 101145</b>	<b>\$625.00</b>
<b>GIULIANOS</b>			
188832	EMERGENCY MEALS	01262015	\$82.00
		<b>Total for Check: 101146</b>	<b>\$82.00</b>
<b>GRAINGER, INC.</b>			
188854	PLUMBING FITTINGS-VEECK	9649117059	\$7.10
189064	BREAKER BAR	96500035893	\$64.04
189065	IMPACT BIT DRIVER	9646872813	\$31.00
189066	EYE WASH STATION	9650762298	\$259.65
189067	FLASHLIGHT - UNIT 7	9579959033	\$17.15
189068	FLASHLIGHT - UNIT 34	9579959009	\$17.15

Run date: 26-FEB-15

Village of Hinsdale

Page: 5

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
189069	FLASHLIGHT - UNIT 6	9579958977	\$34.30
189070	FLASHLIGHT - UNIT 9	9579959025	\$17.15
189071	FLASHLIGHT - UNIT 22	9579959017	\$17.15
189072	FLASHLIGHT - UNIT 1,16	9579958985	\$34.30
189073	FLASHLIGHT - UNIT 2	9579958993	\$17.15
189074	ANTIFREEZE	9563247908	\$14.40
<b>Total for Check: 101147</b>			<b>\$530.54</b>
<b>HD SUPPLY WATERWORKS</b>			
189038	WATER METERS	D501490	\$121,997.50
<b>Total for Check: 101148</b>			<b>\$121,997.50</b>
<b>HEALY ASPHALT COMPANY LLC</b>			
188864	COLD PATCH	50420MB	\$698.23
189161	COLD PATCH	50473MB	\$706.09
<b>Total for Check: 101149</b>			<b>\$1,404.32</b>
<b>HINSDALE PHARMACY ASSOC</b>			
188970	CONT BD - 908 N ELM	22484	\$1,250.00
<b>Total for Check: 101150</b>			<b>\$1,250.00</b>
<b>HOME DEPOT CREDIT SERVICE</b>			
189125	ASST HARDWARE	6035322502214319	\$69.96
189125	ASST HARDWARE	6035322502214319	\$92.32
189125	ASST HARDWARE	6035322502214319	\$21.36
189125	ASST HARDWARE	6035322502214319	\$13.14
<b>Total for Check: 101151</b>			<b>\$196.78</b>
<b>HOVING PIT STOP</b>			
189119	KLM PORTABLES	99212	\$326.00
<b>Total for Check: 101152</b>			<b>\$326.00</b>
<b>HR GREEN INC</b>			
189050	2015 VEECK PARK OPERATOR	96662	\$50.00
189171	OAK STREET BRIDGE PH 2	16	\$27,700.13
<b>Total for Check: 101153</b>			<b>\$27,750.13</b>
<b>ILEAS</b>			
189046	2015 ANNUAL CONFERENCE	02142015	\$200.00
<b>Total for Check: 101154</b>			<b>\$200.00</b>
<b>ILFFPS</b>			
188870	FF PEER SUPPORT TRAINING	01012015	\$300.00
<b>Total for Check: 101155</b>			<b>\$300.00</b>
<b>ILLCO, INC.</b>			
188855	PLUMBING FITTINGS-VEECK	2363885	\$9.56
<b>Total for Check: 101156</b>			<b>\$9.56</b>
<b>ILLINOIS DEPT TRANS HARRY</b>			
188888	LED LIGHT CHANGE	107693	\$1,718.82
<b>Total for Check: 101157</b>			<b>\$1,718.82</b>
<b>ILLINOIS ENVIRONMENTAL</b>			
189154	WASTEWATER L17-4511	6	\$10,411.79
189154	WASTEWATER L17-4511	6	\$2,456.64
<b>Total for Check: 101158</b>			<b>\$12,868.43</b>
<b>ILLINOIS FIRE CHIEF ASSOC</b>			
189141	FIRE OFFICER CLASSES	FO-150152	\$1,150.00

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
189167	2015 ANNUAL DUES	15-776	\$450.00
Total for Check: 101159			\$1,600.00
<b>ILLINOIS MUNICIPAL LEAGUE</b>			
188848	VILLAGE PLANNER JOB AD	0025519-IN	\$20.00
Total for Check: 101160			\$20.00
<b>INDUSTRIAL ELECTRIC</b>			
188886	GARAGE FIRE ALARM BATTERY	230875	\$62.00
Total for Check: 101161			\$62.00
<b>INDUSTRIAL SYSTEMS, LTD</b>			
189160	ICE MELT	19548	\$740.00
Total for Check: 101162			\$740.00
<b>INFRASOURCE</b>			
189041	METER DEPOSIT REFUND	1214621	\$1,500.00
Total for Check: 101163			\$1,500.00
<b>INTERSTATE BILLING SERVIC</b>			
188857	CAM SENSOR - UNIT 9	96700349	\$251.62
188858	MIRROR - UNIT 5	96726670	\$104.84
Total for Check: 101164			\$356.46
<b>IRMA</b>			
188867	STORAGE TANK CHARGE	IVC0009257	\$1,072.75
189054	IRMA DEDUCTIBLE	SALES0013936/72	\$959.12
189055	IRMA DEDUCTIBLE	SALES0013936/72	\$2,079.34
Total for Check: 101165			\$4,111.21
<b>JAMES J BENES &amp; ASSOC INC</b>			
189051	2014 RECONSTRUCTION PROJ	01312015	\$3,511.85
189052	2014 RESURFACE CONST OBS	01312015	\$2,236.89
189059	PLAN REVIEWS	01252015	\$2,833.73
Total for Check: 101166			\$8,582.47
<b>JASON CAIN</b>			
188880	TREE REIMBURSEMENT	24579	\$780.00
Total for Check: 101167			\$780.00
<b>KASPERSKI, ERIC</b>			
189158	CDL REIMBURSEMENT	02202015	\$65.00
Total for Check: 101168			\$65.00
<b>KNEUPFER, ROBERT</b>			
189042	PARKING REFUND	021915	\$30.00
Total for Check: 101169			\$30.00
<b>KROESCHELL ENGINEERING CO</b>			
189131	POOL PUMP FURNACE REPAIR	51969	\$1,965.00
Total for Check: 101170			\$1,965.00
<b>LAVEZZOLI, PAUL</b>			
188965	ST MGMT - 722 S BRUNER	21951	\$3,000.00
Total for Check: 101171			\$3,000.00
<b>LAVEZZOLI, PAUL</b>			
188966	CONT BD - 722 S BRUNER	21952	\$10,000.00
Total for Check: 101172			\$10,000.00
<b>LINDCO EQUIPMENT SALES IN</b>			
188873	VEHICLE LIGHT BAR	20142395-P	\$209.63

Run date: 26-FEB-15

Village of Hinsdale

Page: 7

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
188874	VEHICLE LIGHT BAR	P150069	\$34.87
<b>LODEWYCK, JOHN M</b>			<b>Total for Check: 101173</b>
189063	STEEL TOE BOOTS	02122015	\$136.25
<b>MABAS DIVISION 10</b>			<b>Total for Check: 101174</b>
189140	ANNUAL SYMPOSIUM	03252015	\$80.00
<b>MANGANIELLO, JIM</b>			<b>Total for Check: 101175</b>
189146	METER READINGS	02282015	\$1,400.00
<b>MCALLISTER EQUIPMENT</b>			<b>Total for Check: 101176</b>
188845	MUDGUARD - UNIT 8	AP36453	\$226.69
<b>MCCANN INDUSTRIES, INC</b>			<b>Total for Check: 101177</b>
188856	HOSES - UNIT 29	07186855	\$375.39
<b>MENARDS</b>			<b>Total for Check: 101178</b>
188865	PAINT/SAWBLADES	87873	\$90.91
188866	BARRICADE REPAIR SUPPLIES	85808	\$123.20
<b>METROPOLITAN FIRE CHIEFS</b>			<b>Total for Check: 101179</b>
189138	LUNCHEON MEETING	040215	\$90.00
189139	ANNUAL SYMPOSIUM	031315	\$50.00
<b>METROPOLITAN INDUSTRIES</b>			<b>Total for Check: 101180</b>
188859	PRESSUR GAUGE-VEECK	0000294203	\$445.00
<b>MIDWEST AIR PRO</b>			<b>Total for Check: 101181</b>
189165	SERVICE CALL	12557	\$157.50
<b>MIDWEST OFFICE INTERIORS</b>			<b>Total for Check: 101182</b>
189126	SQUAD ROOM CARPET	253208	\$487.78
189127	CARPET	253271	\$432.00
<b>MINER ELECTRONICS</b>			<b>Total for Check: 101183</b>
188881	ANTENNA - UNIT 11	256222	\$247.80
<b>MORRISON ASSOCIATES LTD</b>			<b>Total for Check: 101184</b>
189134	TRAINING	2014:0097	\$2,500.00
<b>MOTOROLA SOLUTIONS</b>			<b>Total for Check: 101185</b>
188868	MONTHLY USE RATE	169551262015	\$34.00
<b>MUNOZ, HUGO</b>			<b>Total for Check: 101186</b>
189159	CDL PERMIT FEE	02202015	\$50.00
<b>NAPA AUTO PARTS</b>			<b>Total for Check: 101187</b>
			<b>\$50.00</b>

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
188892	BULBS FOR PD INTERCEPTORS	357308	\$21.98
188893	BULBS - UNIT 8	357560	\$43.74
	<b>Total for Check:</b>	<b>101188</b>	<b>\$65.72</b>
<b>NATIONAL SAFETY COUNCIL</b>			
189039	ANNUAL MEMBERSHIP RENEWAL	281843	\$395.00
	<b>Total for Check:</b>	<b>101189</b>	<b>\$395.00</b>
<b>NICE RINK LINERS</b>			
189132	ICE RINK RESURFACER	68103	\$180.00
	<b>Total for Check:</b>	<b>101190</b>	<b>\$180.00</b>
<b>NICOR GAS</b>			
189035	ART CENTER	18117046476	\$675.00
189036	5905 S, COUNTY LINE	12952110000	\$281.69
189037	KLM	06677356575	\$916.70
	<b>Total for Check:</b>	<b>101191</b>	<b>\$1,873.39</b>
<b>NORMANDY BUILDERS</b>			
188963	CONT BD-220 N COUNTY LINE	21720	\$4,000.00
188964	CONT BD - 608 S QUINCY	22538	\$500.00
	<b>Total for Check:</b>	<b>101192</b>	<b>\$4,500.00</b>
<b>NORTHWESTERN U CTR FOR</b>			
189168	SPSC GRADUATION LUNCHEON	23892	\$30.00
	<b>Total for Check:</b>	<b>101193</b>	<b>\$30.00</b>
<b>NUCO2 INC</b>			
189150	CHEMICALS	44592013	\$58.90
	<b>Total for Check:</b>	<b>101194</b>	<b>\$58.90</b>
<b>OBRIEN, ELIZABETH</b>			
189062	CLASS REFUND	133737	\$30.00
	<b>Total for Check:</b>	<b>101195</b>	<b>\$30.00</b>
<b>OCCUPATIONAL HEALTH CTR</b>			
188884	PRE-EMPLOYMENT EXAM	1008669394	\$131.50
188885	PRE-EMPLOYMENT EXAM	1008680859	\$131.50
	<b>Total for Check:</b>	<b>101196</b>	<b>\$263.00</b>
<b>OSTRANDER CONSTRUCTION</b>			
188976	CONT BD - 908 N ELM	22056	\$2,500.00
	<b>Total for Check:</b>	<b>101197</b>	<b>\$2,500.00</b>
<b>P &amp; G KEENE</b>			
188852	STARTER - UNIT 67	192037	\$228.80
	<b>Total for Check:</b>	<b>101198</b>	<b>\$228.80</b>
<b>PACIFIC TELEMAGEMENT</b>			
189169	VEECK PARK PAY PHONE	727384	\$78.00
	<b>Total for Check:</b>	<b>101199</b>	<b>\$78.00</b>
<b>PHYSICIANS IMMEDIATE CARE</b>			
188973	CONT BD - 222 E OGDEN	22577	\$10,000.00
	<b>Total for Check:</b>	<b>101200</b>	<b>\$10,000.00</b>
<b>PORTER LEE CORPORATION</b>			
189142	BARCODE LABELS	15458	\$108.50
	<b>Total for Check:</b>	<b>101201</b>	<b>\$108.50</b>
<b>PRAXAIR DISTRIBUTION, INC</b>			
189148	POOL	51623954	\$25.69

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
189149	POOL	50818647	\$23.85
		<b>Total for Check: 101202</b>	<b>\$49.54</b>
<b>PUBLIC SAFETY DIRECT INC</b>			
188837	MANS LIGHT - 21,10,15	26766	\$473.30
188837	MANS LIGHT - 21,10,15	26766	\$473.30
188837	MANS LIGHT - 21,10,15	26766	\$473.30
		<b>Total for Check: 101203</b>	<b>\$1,419.90</b>
<b>RAILROAD MANAGEMENT CO</b>			
188889	BI-ANNUAL LICENSE	316874	\$596.52
		<b>Total for Check: 101204</b>	<b>\$596.52</b>
<b>RAY OHERRON CO INC</b>			
188840	UNIFORMS	1508553-IN	\$38.85
189023	UNIFORMS	1504965-IN	\$225.80
189115	UNIFORMS	1509424-IN	\$51.10
189116	UNIFORMS	1509363-IN	\$49.98
		<b>Total for Check: 101205</b>	<b>\$365.73</b>
<b>RELIABLE FIRE EQUIPMENT C</b>			
189121	INSPECTION	75920	\$155.00
		<b>Total for Check: 101206</b>	<b>\$155.00</b>
<b>RITTER TECHNOLOGY LLC</b>			
188850	MECHANICS BAY AIR HOSES	R14847-001	\$141.73
		<b>Total for Check: 101207</b>	<b>\$141.73</b>
<b>RUBAN, STEVE</b>			
189153	COMMAND TRAINING REIMB	02/02-02/13	\$357.60
		<b>Total for Check: 101208</b>	<b>\$357.60</b>
<b>SCHUE, KATE CONNELLY</b>			
188967	CONT BD - 6 BONNIE BRAE	22556	\$500.00
		<b>Total for Check: 101209</b>	<b>\$500.00</b>
<b>SERVICE FORMS &amp; GRAPHICS</b>			
189117	BUSINESS CARDS	151507	\$48.71
		<b>Total for Check: 101210</b>	<b>\$48.71</b>
<b>SOUTHWEST CENTRAL DISPATC</b>			
189124	DISPATCH SERVICES	10-1201-163	\$23,548.14
189151	DISPATCH SERVICES	10-1201-166	\$6,077.84
		<b>Total for Check: 101211</b>	<b>\$29,625.98</b>
<b>SPECIAL T UNLIMITED</b>			
189137	UNIFORMS	14141	\$158.00
		<b>Total for Check: 101212</b>	<b>\$158.00</b>
<b>STARFISH AQUATICS INSTITU</b>			
189025	STAR REVIEW FOR SAI 2015	10783	\$1,000.00
		<b>Total for Check: 101213</b>	<b>\$1,000.00</b>
<b>STERLING CODIFIERS INC</b>			
189114	HOSTING FEES	16165	\$500.00
		<b>Total for Check: 101214</b>	<b>\$500.00</b>
<b>STOMPER, SCOTT</b>			
188833	FLYER DESIGN	0048	\$130.00
		<b>Total for Check: 101215</b>	<b>\$130.00</b>

SWCD 911

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
189123	911 SURCHARGE	20-4107-000	\$2,808.00
<b>TENG, NANCY</b>			<b>Total for Check: 101216</b>
189129	KLM REFUND	133722	\$50.00
<b>TERRACE SUPPLY CO</b>			<b>Total for Check: 101217</b>
188830	WELDING SUPPLIES	70231091	\$11.96
188831	WELDING SUPPLIES	70231087	\$127.05
<b>THE BLUE LINE</b>			<b>Total for Check: 101218</b>
188849	PARKING ENFORCE JOB AD	31958	\$199.00
<b>THE HILL GROUP</b>			<b>Total for Check: 101219</b>
188863	REPAIR HEATER	226048	\$586.70
188887	HEATER REPAIRS	223316	\$958.00
<b>THE HINSDALEAN</b>			<b>Total for Check: 101220</b>
189118	MEETING PUBLICATION	37537	\$234.00
<b>THE POLICE &amp; SHERIFFS</b>			<b>Total for Check: 101221</b>
188842	ID CARDS	66023	\$62.49
<b>THIRD MILLENIUM</b>			<b>Total for Check: 101222</b>
188834	UTILITY BILLING	17830	\$1,032.10
<b>THOMAS EMS</b>			<b>Total for Check: 101223</b>
189166	CHILLER REPAIR - AMB 1015	22010	\$119.00
<b>TRAFFIC CONTROL &amp; PROTECT</b>			<b>Total for Check: 101224</b>
189163	RED FLAG	82220	\$26.67
<b>U S POSTAL SERVICE</b>			<b>Total for Check: 101225</b>
189021	PERMIT 19	PERMIT 19001	\$500.00
<b>ULTIMATE RENTAL SERVICES</b>			<b>Total for Check: 101226</b>
189075	TENT HEATER-VEECK PARK	01607	\$270.00
<b>UPS STORE #3276</b>			<b>Total for Check: 101227</b>
188876	SHIPPING	4178092266888367	\$17.66
<b>VALENTE, LISA</b>			<b>Total for Check: 101228</b>
189061	KLM DEPOSIT REF-EN150215	22211	\$500.00
<b>VILLAGE OF HINSDALE-FIRE</b>			<b>Total for Check: 101229</b>
188869	PETTY CASH	01282015	\$12.60
188869	PETTY CASH	01282015	\$10.81
188869	PETTY CASH	01282015	\$17.47
			<b>Total for Check: 101230</b>
			<b>\$40.88</b>

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>VILLAGE OF HINSDALE-POLIC</b>			
189056	PETTY CASH	02172015	\$7.81
189056	PETTY CASH	02172015	\$12.40
189056	PETTY CASH	02172015	\$29.02
189056	PETTY CASH	02172015	\$89.00
189056	PETTY CASH	02172015	\$40.00
189056	PETTY CASH	02172015	\$46.73
189056	PETTY CASH	02172015	\$77.56
189056	PETTY CASH	02172015	\$12.50
<b>Total for Check: 101231</b>			<b>\$315.02</b>
<b>VILLAGE OF LEMONT</b>			
189143	RANGE FEES-SEPT,OCT,NOV	2015-00000019	\$350.00
<b>Total for Check: 101232</b>			<b>\$350.00</b>
<b>VOLT ELECTRIC, INC.</b>			
188879	RELEASE RETAINAGE	4869-1	\$1,906.00
188879	RELEASE RETAINAGE	4869-1	\$3,390.00
<b>Total for Check: 101233</b>			<b>\$5,296.00</b>
<b>WANCE, B</b>			
188974	CONT BD - 122 S CLAY	17473	\$500.00
<b>Total for Check: 101234</b>			<b>\$500.00</b>
<b>WANCE, B</b>			
188975	CONT BD - 122 S CLAY	17472	\$3,000.00
<b>Total for Check: 101235</b>			<b>\$3,000.00</b>
<b>WAREHOUSE DIRECT INC</b>			
188824	PAPER SUPPLIES	2606117-0	\$132.03
188836	TONER	2600766-0	\$170.02
188838	COPY PAPER	26404808-0	\$168.55
188839	CLEANING SUPPLIES	2604808-0	\$7.95
188862	KEYBOARD COVER	2588526-0	\$22.52
189022	PAPER PRODUCTS	2590971-0	\$63.32
189022	PAPER PRODUCTS	2590971-0	\$141.18
189120	OFFICE SUPPLIES	2606197-0	\$14.21
189152	OFFICE SUPPLIES	2614208-0	\$55.36
<b>Total for Check: 101236</b>			<b>\$775.14</b>
<b>WARREN OIL COMPANY</b>			
189144	FUEL	10892880	\$17,828.47
<b>Total for Check: 101237</b>			<b>\$17,828.47</b>
<b>WEST PAYMENT CENTER</b>			
188843	WEST INFORMATION CHARGES	831184852	\$144.32
<b>Total for Check: 101238</b>			<b>\$144.32</b>
<b>WHITNEY SIGNATURE HOMES</b>			
188960	CONT BD - 616 N GRANT	21982	\$10,000.00
<b>Total for Check: 101239</b>			<b>\$10,000.00</b>
<b>WHITNEY SIGNATURE HOMES</b>			
188971	ST MGMT - 616 N GRANT	21981	\$3,000.00
<b>Total for Check: 101240</b>			<b>\$3,000.00</b>
<b>WILLMAN, DERRICK</b>			
188962	CONT BD- 502 N GARFIELD	20375	\$500.00

## WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 101241</b>	<b>\$500.00</b>
<b>WILLMAN, DERRICK COURTNEY</b>			
188961	CONT BD - 502 N GARFIELD	20984	\$500.00
		<b>Total for Check: 101242</b>	<b>\$500.00</b>
<b>XEROX CORPORATION</b>			
188871	FD COPIER	077979027	\$85.00
188872	FINANCE COPIER	077979026	\$85.00
		<b>Total for Check: 101243</b>	<b>\$170.00</b>
<b>YEHL, THOMAS</b>			
189044	COMMAND WEEK 10 REIMB	02142015	\$184.00
189045	COMMAND WEEK 9 REIMB	02112015	\$184.00
		<b>Total for Check: 101244</b>	<b>\$368.00</b>
<b>Z-FORCE TRANSPORTATION</b>			
189058	SNOW REMOVAL TRUCKS	15-142480	\$2,940.00
		<b>Total for Check: 101245</b>	<b>\$2,940.00</b>
<b>ZACCONE II, D R</b>			
188972	CONT BD - 4 WASHINGTON CL	21844	\$500.00
		<b>Total for Check: 101246</b>	<b>\$500.00</b>
<b>ZACCONE II, D R</b>			
188977	CONT BD - 4 WASHINGTON CL	22428	\$5,000.00
		<b>Total for Check: 101247</b>	<b>\$5,000.00</b>
<b>ZOLL MEDICAL CORP</b>			
189135	EMS SUPPLIES	2210650	\$532.00
189136	EMS SUPPLIES	2209212	\$33.75
		<b>Total for Check: 101248</b>	<b>\$565.75</b>
<b>AFLAC-FLEXONE</b>			
189182	ALFAC OTHER	022715000000000	\$204.62
189183	AFLAC OTHER	022715000000000	\$259.62
189184	AFLAC SLAC	022715000000000	\$58.41
		<b>Total for Check: 101249</b>	<b>\$522.65</b>
<b>BLITT &amp; GAINES, P.C.</b>			
189194	GARNISHMENT	022715000000000	\$362.12
		<b>Total for Check: 101250</b>	<b>\$362.12</b>
<b>COLONIAL LIFE PROPROCESSING</b>			
189172	COLONIAL S L A C	022715000000000	\$60.98
189173	COLONIAL OTHER	022715000000000	\$27.63
		<b>Total for Check: 101251</b>	<b>\$88.61</b>
<b>I.U.O.E.LOCAL 150</b>			
189189	LOCAL 150 UNION DUES	022715000000000	\$884.99
		<b>Total for Check: 101252</b>	<b>\$884.99</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
189176	USCM/PEBSCO	022715000000000	\$40.54
189177	USCM/PEBSCO	022715000000000	\$1,615.00
		<b>Total for Check: 101253</b>	<b>\$1,655.54</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
189185	PEHPPD	022715000000000	\$538.28
189186	PEHP REGULAR	022715000000000	\$2,096.94
189187	PEHP UNION 150	022715000000000	\$340.67

Run date: 26-FEB-15

Village of Hinsdale

Page: 13

WARRANT REGISTER: 1581

DATE: 03/03/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 101254	\$2,975.89
STATE DISBURSEMENT UNIT			
189188	MAINTENANCE	022715000000000	\$500.00
		Total for Check: 101255	\$500.00
STATE DISBURSEMENT UNIT			
189190	CHILD SUPPORT	022715000000000	\$313.21
		Total for Check: 101256	\$313.21
STATE DISBURSEMENT UNIT			
189191	CHILD SUPPORT	022715000000000	\$585.00
		Total for Check: 101257	\$585.00
STATE DISBURSEMENT UNIT			
189192	CHILD SUPPORT	022715000000000	\$230.77
		Total for Check: 101258	\$230.77
STATE DISBURSEMENT UNIT			
189193	CHILD SUPPORT	022715000000000	\$764.77
		Total for Check: 101259	\$764.77
STATE DISBURSEMENT UNIT			
189195	CHILD SUPPORT	022715000000000	\$210.00
		Total for Check: 101260	\$210.00
STATE DISBURSEMENT UNIT			
189196	CHILD SUPPORT	022715000000000	\$923.07
		Total for Check: 101261	\$923.07
VILLAGE OF HINSDALE			
189178	MEDICAL REIMBURSEMENT	022715000000000	\$359.58
189179	DEP CARE REIMBURSEMENT	022715000000000	\$152.17
189180	DEP CARE REIMB.F/P	022715000000000	\$20.83
189181	MEDICAL REIMBURSEMENT	022715000000000	\$677.49
		Total for Check: 101262	\$1,210.07
VSP ILLINOIS - 30048087			
189174	VSP FAMILY ALL EMPLOYEES	022715000000000	\$165.76
189175	VSP SINGLE ALLEMPLOYEES	022715000000000	\$38.57
		Total for Check: 101263	\$204.33
		REPORT TOTAL	\$387,091.90

END OF REPORT

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Consent Agenda - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b> Engineering Services for Construction Observation of the 2015 Reconstruction Project	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

The Master Infrastructure Plan provides funding for construction observation services for the 2015 Reconstruction project.

In May 2014, the Board of Trustees approved Bowman Consulting Group, Ltd. to design the 2015 Reconstruction Project. As has been established practice, in addition to submitting a design services proposal, firms also are asked to provide a proposal for construction observation. This is done as it makes sense to have the same firm observe the construction of the project it designed. Considering their satisfactory performance during the design process, Staff recommends using Bowman Consulting Group, Ltd. for the construction observation portion of the 2015 Reconstruction Project. The project costs are summarized below:

	Budget	Proposal
Design Engineering	\$ 220,667	\$ 104,520 (actual)
Construction Observation	\$ 220,667	<b>\$ 117,280</b>
Construction	\$3,972,002	\$2,819,354 (actual proposed)
Total	\$4,413,336	\$3,041,154
Anticipated project contingency:		\$1,372,182

Provided that there are no change orders for this work, the remaining funds will be used to support MIP work in future years.

This project includes infrastructure improvements for the following:

Street	From	To
Ravine Road	Garfield Street	County Line
Oak Street	The Lane	Ravine
Radcliff Way	Ravine Rd.	Hickory
Forest Road	The Lane	Hickory
Elm Street	Ravine Rd./Hampton	Hampton/Hickory

The project intent is to improve local streets, separate combined sewers to eliminate Sanitary Sewer Overflows (SSOs) in streets and basements, and reduce flooding in identified localized drainage areas at the intersection of Forest & Ravine as well as the 300-block of Ravine Road. The proposed storm sewer on Ravine will also provide an outlet for future public and private storm sewers to drain the localized drainage area in the backyards of the 300-block of Washington/Garfield. Should the Village Board concur with this recommendation, the following motion would be appropriate:

**Motion:** To Award the Engineering Services for Construction Observation of the 2015 Reconstruction Project to Bowman Consulting Group, Ltd. in the Amount Not to Exceed \$117,280.

<b>APPROVAL</b>		<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b> At the February 16, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.				

**Engineering Proposals  
2015 Reconstruction Project  
Hinsdale, IL**

RFP notice sent 04/07/14  
Proposals Due: 04/25/14  
Board of Trustees approval: 05/20/14

	Bowman Consulting Group	Christopher B. Burke Engineering	Engineering Resource Associates	Hancock Engineering	HR Green	James J. Benes & Associates	Primera Engineers	Rempe-Sharp & Associates	Maximum	Average	Minimum
Topographic Survey	\$ 12,000.00	\$ 15,000.00	\$ 10,640.00	\$ 20,240.00	\$ 12,775.00	\$ 16,589.00	\$ 36,600.00	\$ 27,237.00			
Design, Construction & Bid	\$ 69,720.00	\$ 88,410.00	\$ 93,644.00	\$ 68,920.00	\$ 96,208.00	\$ 102,872.00	\$ 75,770.00	\$ 81,594.00			
Document Prep											
Soil Borings	\$ 10,000.00			\$ 5,000.00	\$ 8,975.00	\$ 9,601.00	\$ 10,350.00	\$ 7,500.00			
Cost Estimates											
San. Sewer TV & Cleaning	\$ 12,000.00	\$ 2,064.00	\$ 5,044.00	\$ 8,940.00	\$ 3,040.00	\$ 10,898.00	\$ 15,000.00	\$ 2,700.00			
Bidding and Awarding			\$ 4,515.00			\$ 3,493.00					
Meetings	\$ 800.00		\$ 15,350.00				\$ 2,880.00				
Direct Costs											
Design Total	\$ 104,520.00	\$ 105,474.00	\$ 129,193.00	\$ 103,100.00	\$ 120,998.00	\$ 143,453.00	\$ 140,600.00	\$ 120,581.00	\$ 143,453	\$ 120,990	\$ 103,100
Total Hours	620	823	1,176		932	1,219		1,237	1,237	1,001	620
Pre-Con Services/Shop Drawings Rev.											
Construction Observation	\$ 108,780.00	\$ 3,196.00	\$ 1,686.00			\$ 2,860.00					
Material Testing	\$ 4,500.00	\$ 113,153.00	\$ 159,852.00	\$ 131,200.00	\$ 118,402.00	\$ 144,935.00	\$ 73,050.00	\$ 107,666.00			
Meetings		\$ 7,500.00	\$ 1,372.00	\$ 14,400.00	\$ 5,500.00	\$ 6,000.00	\$ 11,000.00	\$ 12,000.00			
Record Drawings			\$ 2,878.00								
Direct Costs	\$ 4,000.00				\$ 3,265.00	\$ 8,035.00					
Construction Observation Total	\$ 117,280.00	\$ 123,849.00	\$ 176,938.00	\$ 145,600.00	\$ 127,167.00	\$ 161,830.00	\$ 84,050.00	\$ 127,526.00	\$ 176,938	\$ 133,030	\$ 84,050
Total Cost	\$ 221,800.00	\$ 229,323.00	\$ 306,131.00	\$ 248,700.00	\$ 248,165.00	\$ 305,283.00	\$ 224,650.00	\$ 248,107.00	\$ 306,131	\$ 254,020	\$ 221,800
Total Constr. Hours	1,130	881	1,614		1,190	1,977		1,542	1,977	1,389	881

# Bowman CONSULTING

April 25, 2014

Mr. Dan Deeter  
Village Engineer  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521

RE: Village of Hinsdale 2015 Reconstruction Project (RFP #1562)  
Proposal for Engineering Services

Dear Mr. Deeter:

Please find attached our cost proposal for Engineering Services associated with the referenced project. Bowman Consulting is proposing to provide all services outlined in your Request for Proposal No. 1562 related to the 2015 Reconstruction Project. We have also attached a copy of the RFP with page 11 completed and executed as requested.

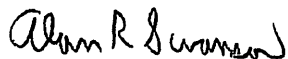
The Scope of Services will include all Phase I and II design engineering services required for the reconstruction or resurfacing of approximately 5,600 linear feet of concrete streets, the separation of approximately 2,500 linear feet of combined sewers, the replacement or lining of 1,600 linear feet of sanitary sewers, and the replacement or lining of approximately 2,200 linear feet of water mains at those locations identified in the RFP. In addition, we will provide assistance as needed during the bidding process and will provide a full time Resident Engineer responsible for all elements of the Construction Engineering services outline in the RFP.

We propose to provide all services outlined in the RFP for a not to exceed fee of \$221,800. The attached fee estimate indicates the work effort anticipated and separates the costs out by project elements. We will provide Certificates of Insurance and any other required information at the times requested in the RFP.

The Bowman Consulting Group appreciates this opportunity to offer our services and is prepared to begin upon your acceptance of this proposal and notice to proceed.

Very truly yours,

BOWMAN CONSULTING GROUP



Alan R. Swanson  
Vice President

**VILLAGE OF HINSDALE**  
**REQUEST FOR PROPOSAL (RFP 1562)**  
***2015 RECONSTRUCTION PROJECT***

**ESTIMATE OF STAFFING EFFORT AND FEE**

Design and Contract Document Preparation (620 hrs.)	\$ 69,720
Topographic Survey (Techma Associates)	\$ 12,000
Soil Borings (GSG Consultants)	\$ 10,000
Sewer Cleaning and Televising	\$ 12,000
<u>Direct Costs</u>	<u>\$ 800</u>
Design Total	\$104,520

Construction Observation (1,130 hrs.)	\$108,780
Material Testing	\$ 4,500
<u>Direct Costs</u>	<u>\$ 4,000</u>
Construction Observation Total	\$117,280

<b>TOTAL COST</b>	<b>\$221,800</b>
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**VILLAGE OF HINSDALE  
19 EAST CHICAGO AVENUE  
HINSDALE, IL 60521-3489**

**REQUEST FOR PROPOSAL No. 1562**

***2015 RECONSTRUCTION PROJECT***

**Submit Information to:**

**Dan Deeter, P.E.  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
(630) 789-7039**

**RESPONSES DUE BY: 12:00 PM, April 25, 2014**

**DESCRIPTION:** Proposals for engineering services for utility improvements and street reconstruction on various streets in the Village of Hinsdale.

**INTRODUCTION:**

The Village of Hinsdale is seeking proposals for engineering services to design and provide construction observation for utility improvements and street reconstruction on various streets in the Village of Hinsdale.

**BACKGROUND:**

The 2015 Reconstruction Project is part of the Village of Hinsdale Master Infrastructure Plan (MIP).

- The combined sewer on Ravine Road has been known for sanitary sewer overflows both in the street and in homes.
- The Portland Cement Concrete Pavement in the area is in fair - poor condition.
- There are several stormwater management and sump pump discharge issues in the project area. The Hinsdale Stormwater Master Plan dated October 2008 identified localized drainage areas #12 at Forest and #11 on Ravine from Elm to Oak. While area #12 is outside the scope, the storm sewer must anticipate a future connection and reduce the excessive street ponding at the intersection of Ravine & Forest caused by #12.
- Select water main and sanitary sewer lining or replacement is necessary due to poor utility conditions.
- A Ravine Basin drainage study was conducting circa 1984 to carry stormwater from the drainage area west of Garfield Street east to the I-294 ditch. A plan set is all that is left of this study and will be provided to the consultant upon selection. Understandably, infrastructure improvements since 1984 will have to be taken in consideration when analyzing the validity of the study to today's conditions.

**SCOPE OF WORK:**

A. Reconstruct or resurface the Portland cement concrete pavement and curb & gutter with Hot Mix Asphalt (HMA) pavement structure for +/-5,600 feet of the following streets. The Village will look to the consultant for cost reduction suggestions to improve the street surfaces.

Street	From	To	Treatment
1. Ravine Road	Garfield St.	County Line	Reconstruct
2. Oak Street	The Lane	Ravine	HMA Resurface
3. Radcliff Way	Ravine Rd.	Hickory	HMA Resurface
4. Forest Road	The Lane	Hickory	PCC Patch
5. Elm Street	Ravine Rd	Hampton	HMA Resurface
6. Elm Street	Hampton	Hickory	Reconstruct

B. Separate +/-2,500 feet of combined sewer on the following streets. Issues with localized drainage areas #11 and #12 shall be addressed.

Street	From	To
1. Ravine Road	Garfield St.	Oak St.
2. Oak Street	The Lane	Ravine Road

C. Replace or line +/-2,200 feet of Village water mains with 8- or 12-inch PVC water main on the following streets. (If lining is used, the available funds may be used to line more water mains under streets within the project.)

Street	From	To	Existing
1. Ravine Street	Garfield St.	Elm Street	6-inch
2. Elm Street	Ravine St.	Hickory Street	12-inch
3. Mills Street	540 Miles	600 Mills	6-inch

D. Replace or line +/-1,600 feet of Village sanitary sewer mains on the following streets:

Street	From	To
1. Radcliff Way	Ravine Rd.	Hickory Street
2. Forest Road	The Lane	Hickory Street
3. Elm Street	Ravine Road	Hickory Street

E. Phase I and II "design" engineering consultant services to be provided include preliminary and final design and specifications; preparation of contract documents; coordination and management of any permits; and managing the bid opening process. Phase III "construction observation" engineering services should include coordination and conduct of the pre-construction meeting, providing a resident engineer per agreement provision 1.k of IDOT BLR 05512, and quality assurance for materials testing as required by IDOT.

F. The Village will use MFT and Village funds for this project. The overall construction budget for this project is \$3.55M.

**RESTRICTIONS:** None identified at this time.

**VILLAGE RESPONSIBILITIES:**

The Village shall make available to the consulting engineer such atlases, plans, specifications, and details that are available and germane to the project. This includes a Village Wide Environmental Record Search dated April 2013 by Huff & Huff/EDR to facilitate identification of locations where CCDD disposal may be of concern.

**PROJECT SCHEDULE:**

It is the Village's intent to complete this project within the 2015 construction season. The consultant will develop design documents and permit the project in 2014 and 1Q2015. Construction bidding should occur in 1Q 2015 so that construction can begin in April 2015 and be completed in October 2015.

**OTHER REQUIREMENTS:****Engineering Related Requirements**

1. Conduct detailed field surveys as necessary to provide the appropriate construction drawings. All surveys will use the NAVD 88 vertical datum and state plain coordinate system.
2. Conduct soil borings to determine soil bearing conditions and the presence of unsuitable soils within the project area as necessary.
3. The consultant will identify areas that may cause CCDD material rejections (LUSTs, PIPs, etc.) and develop specifications and quantities to account for the contractor's management and handling of rejected material. This includes line items to address actions upon being notified that a material is suspected of being contaminated. The Village Engineer has a Village Wide Environmental Record Search dated April 2013 by Huff & Huff and EDR available upon request.
4. Included in the design engineering will be cleaning and televising sanitary sewers to determine if they will be lined, repaired, or replaced.
5. The plans and specifications will be prepared per IDOTs Procedural Guidelines for the Assemblage and Handling of an MFT Construction, latest edition. They will reference IDOT Standard Specifications and Supplemental Specifications, the Village of Hinsdale engineering design standards and standard details, and the latest ADA state and federal standards.
6. Water and sewer systems will be designed in accordance with (IAW) the Standard Specifications for Water & Sewer Main Construction in Illinois and the Village of Hinsdale requirements. For all underground improvements, the consultant will provide recommendations for the use of open cut and trenchless construction where applicable.
7. Utility structures will be repaired and adjusted as required, based on Village of Hinsdale guidelines. Replace all brick manholes, valve vaults, inlets, etc.
8. Existing driveway aprons and sidewalks will remain unless disturbed by construction activities. Sidewalk ramps and sidewalks will be replaced to meet IDOT and ADA standards or as directed by the Village. Plans will show carriage walk steps are restored in kind.

9. Impact to existing trees will be considered during the design. Tree protection measures such as root pruning and tree protection fencing will be specified to protect trees during construction per the Village standards/guidance (unit of measure = linear foot).
10. Construction plans and specifications will note that it is the contractor's responsibility to protect, repair or replace all irrigation systems and/or invisible dog fences encountered on private or public property.
11. All parkways impacted by construction activities will be restored with new sod. Past projects indicate this amount as at least 70% of the parkway.
12. Contract documents will note that all private underground utilities including irrigation systems, invisible fences, etc. located on private or public property will be restored by the contractor.
13. The consultant will provide a detailed engineer's opinion of probable construction costs.
14. The consultant will coordinate the design with all public and private utilities.
15. The consultant will coordinate and develop plats of easement for public utility easements where public utility structures will be located on private property.
16. Bidding services will include preparation, printing, and distribution of bid/construction documents, verifying bid prices, contractor recommendations, attendance at bid opening, summarizing all bids received, and verification of bid documents.
17. The consultant will provide a full-time Resident Engineer for the duration of the project. The Resident Engineer's responsibilities include, but are not limited to:
  - a. Attendance at project meeting including pre-bid, pre-construction, and weekly construction meetings.
  - b. On-site observation of the contractor's operations to ensure conformance with the contract documents.
  - c. Maintain a project diary and provide a written weekly progress report to the Village. Keep field notes for documentation of payable work as well as allow for verification of the contractor's submitted Record Drawings. Advise the Village of any changes or conditions that impact the project in a timely manner.
  - d. Serve as the Village's liaison with the Contractor, public/private utilities, various jurisdictional agencies, and the general public.
  - e. Documentation of quantities, quality assurance, arranging for materials testing, and other documentation as may be required by IDOT standards.

- f. Daily review and inspect traffic control items and erosion control plan implementation/maintenance.
  - g. Alert the contractor's field superintendent when un-approved materials or equipment are being used and advise the Village of such occurrences.
  - h. Meeting the requirements of Public Act 96-1416 to include certification of the site of origin and ensuring that all construction debris taken from the site is monitored by a photo-ionization detector (PID) for volatile chemicals, as necessary.
  - i. Review and provide recommendations to the Village concerning applications for payment by the contractor and change order requests.
  - j. Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list.
  - k. Coordinate with the contractor to provide a complete set of record drawings.
  - l. Track project costs.
  - m. Monitor and inform the Village Engineer of any change to the construction contractor's scope of work to support the "Village of Hinsdale Infrastructure Change Order Policy" dated September 2012 including
    - 1) Notify the Village Engineering of change orders prior to their execution. Construction cannot be conducted on that change until approval is received from the Village Manager or Trustee(s).
    - 2) Provide a weekly update to the Village Engineer for change orders.
    - 3) Review, approve and forward change order documentation to the Village Engineer in a timely manner.
  - n. Provide a pre-construction video of the construction site and adjacent property features.
  - o. Assist the Village with resident notifications as required.
  - p. Coordinate with Village Public Services for utility conflicts, main breaks, water main filling/flushing, interim record drawings, etc. as necessary.
18. The consultant will inform the Village of any changes to the scope of the Engineering Services Contract in a timely manner prior to the execution of the action/activity.
19. The consultant will provide the Village of Hinsdale a copy of
- a. Final construction documents (AutoCAD format for plans and Word format for Specifications) and
  - b. Record Drawings (AutoCAD format for plans and Word format for Specifications).
  - c. Project Files (job boxes) at the completion of the project.

**Rejection of Bids:**

The Village reserves the right to defer the award of the contract for a period not to exceed thirty (30) calendar days after the date proposals are received, and to accept or reject any or all proposals and to waive technicalities.

**Fee:**

The fee submitted as part of the proposal shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services, incidentals, application, performance, installation, overhead, and profit. Fees shall not be exceeded without approval of the Village of Hinsdale Board of Trustees.

**Required Site Visit:**

Consultants are responsible for becoming familiar with all conditions, instructions, specifications and other documents governing this Project; and may schedule a visit to inspect the site prior to submitting a Proposal. Site visits must be scheduled in advance with the Village Engineer.

**Site Conditions:**

Submission of a proposal shall be deemed certification that the Consultant has taken all steps necessary to become fully informed as to the nature and scope of the Work to be done, expectations, conditions, requirements, specifications, and the accuracy of estimates as to quantities of materials and labor. Failure to take such steps prior to submitting a Proposal will be at the Consultant's own risk and failure to take such steps will not: a) secure relief on a plea of error or mistake; b) excuse the successful Consultant from performance of the duties and obligations imposed under the terms of the Contract Documents; c) serve as a basis for modifying the Contract in any way; or, d) justify any request for additional compensation or time.

**Instructions to Consultants – General Contract Conditions:**

The Consultant selected to provide these services will be required to execute a Contract for this work. The following items will be part of that contract and should be considered in offering your response to our request for proposal.

**Insurance****A. Contractor's Insurance Requirements**

1. At the time of execution of the Contract, the Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies, together with executed copies of an "Additional Insured Endorsement" which shall be made part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates

- shall list the Village and its corporate authorities, officer, agents, and employees as an additional insured on all required insurance policies.
2. During the term of the Project, the Engineering Consultant shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the services hereunder by the Engineering Consultant. The scope of coverage shall be at least as broad as, and shall be in the amounts not less than, the following:
    - a. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
    - b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
    - c. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
    - d. Umbrella Coverage - \$2,000,000 per occurrence, and,
    - e. Professional Liability - \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by the Engineering Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.
  3. All insurance required herein of the Consulting Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
  4. The Consulting Engineer shall require all sub-consultants not protected under their policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of the Consulting Engineer. The Consulting Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Services by the subcontractor.
  5. The Consulting Engineer expressly understands and agrees that any insurance policies required to be maintained shall in no way limit, to any extent, the Consultant Engineer's responsibility to indemnify, keep and save harmless and defend the Village, its officers, agents, employees, representatives and assigns. The Consulting Engineer's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

**Indemnification**

To the fullest extent permitted by law, the Consulting Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injuries, deaths, losses, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or liabilities of any character, including reasonable attorney's fees, arising in whole or in part, relating to or resulting from the Consultant's (including Consultant's employees, agents, officers, directors, sub-consultants and anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable): (a) failure to comply with, or violate of, any federal, state, or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, (d) performance under this Contract, in connection with such claims, lawsuits, actions or liabilities, the Village of Hinsdale, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and the Consultant shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Document shall in no way limit the extent of the Consultant's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

**Permits and Licenses**

The Consultant shall obtain, at its own expense, all commercial or professional permits and licenses which may be required to operate as a professional engineering company as required by municipal, state, and federal regulations and laws. The Consultant will assist the Village in obtaining any local, state, or federal engineering or environmental permits required for the Project (for example; IEPA Water distribution permits or County or IDOT ROW access permit). Individual permit fees shall be included in the Consultant's overall fee.

**Purchase Award**

The Village intends to award this work **budget permitting**. Our acceptance of your proposal is not a purchase commitment. **Prices quoted must be firm until completion of the Project**, pending approval of the work and signature approval of a contract by both parties.

**Receipt of Statement of Information and Public Inspection**

All information received in response to this Request for Proposal (RFP), including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of the RFP has passed – with the following four exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; (3) any company financial

information requested by the State to determine vendor responsibility, unless prior written consent has been given by the Proposer or as set out in section 18-4-308, MCA; and (4) other constitutional protections. See Mont. Code Ann. Section 18-4-304.

**Questions and Clarifications**

For all questions, please contact Dan Deeter, Village Engineer, as follows:

Address:  
19 E. Chicago Avenue  
Hinsdale, IL 60521

Office: 630-789-7039  
E-mail: [ddeeter@villageofhinsdale.org](mailto:ddeeter@villageofhinsdale.org)

**Quotation Submission**

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

**IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:**

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 23rd day of April, 2013 4

By: Alan R. Swanson  
(Signature)

By: Alan R. Swanson  
(Printed Name)

d/b/a Bowman Consulting Group, Ltd.

Business Address: 180 N. Stetson Ave, Suite 1500, Chicago, IL 60601

Business Phone #: 312-614-0364

Cell Phone #: 312-310-0375

E-Mail Address: aswanson@bowmanconsulting.com

Subscribed and sworn before me  
this 23rd day of April, 2013 4

Notary Public:

Dagmar Cameron



DATE: March 3, 2015

8e

# REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b>
<b>SECTION NUMBER</b>	Consent Agenda - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b>	2015 Resurfacing Project Construction Award	<b>APPROVAL</b> Daniel M. Deeter Village Engineer

The Master Infrastructure Plan (MIP) provides funding for the cost of construction for the 2015 Resurfacing Project. On January 30, 2015, five bids were received for the 2015 Resurfacing Project. The design consultant, Christopher B. Burke Engineering, Ltd. has reviewed the bids and has verified that the lowest responsible bidder is John Neri Construction Company. John Neri Construction has provided satisfactory services to the Village of Hinsdale in the past as the general contractor for the 2012 Reconstruction Project (N. Washington Street, et. al.), the 2014 Reconstruction Project (Walnut Street, et. al.), and in 2014 for the Woodlands Phase 2. All projects were delivered on time and under budget. The overwhelming majority of resident feedback about John Neri Construction was positive. Therefore, Staff recommends that John Neri Construction Company construct the 2015 Resurfacing Project. The project costs are summarized below:

	Budget	Proposed
Design Engineering	\$ 120,000	\$ 48,352 (actual)
Construction Observation	\$ 120,000	\$ 65,856 (actual proposed)
Construction	\$1,952,000	<b>\$1,734,008</b>
Total	\$2,192,000	\$1,848,216
Anticipated Project contingency:		\$ 343,784

A bid summary is attached. The bids are based upon estimated quantities. Final payouts will be dependent upon actual work done. Provided that there are no change orders for the construction portion of the project, the remaining funds will be used to support MIP work in future years.

The project includes road resurfacing, sanitary sewer renovation or re-construction, and water main replacement. Roads to be improved are listed below:

Street	From	To
S. Lincoln	First	Chicago
N. Lincoln	Chicago	North Street
W. Second	Monroe	Vine
Stough	Quincy	Chestnut

The following motion is presented for the Board of Trustees' consideration:

**Motion: To Award the 2015 Resurfacing Project to John Neri Construction Company in the Amount Not To Exceed \$1,734,008.**

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

**BOARD ACTION:** At the February 16, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 2, 2015

Mr. Dan Deeter, PE  
Village Engineer  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3489

Subject: 2015 Resurfacing Project  
Letter of Recommendation  
John Neri Construction

Dear Mr. Deeter:

Bids were opened at 2:00 p.m. on January 30, 2015 for the above-referenced project. There were a total of five contractors who submitted bids. The low bidder was John Neri Construction with a bid in the amount of \$1,734,008.25. The Engineer's estimate was \$1,739,057.50. CBBEL has worked with John Neri Construction in the past and has found their work to be satisfactory. We recommend that the Village Board move forward to approve their contract.

Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen N. Sugg'.

Stephen N. Sugg, PE, PTOE  
Senior Project Manager







## 2015 RESURFACING PROJECT BID PROPOSAL

I/We hereby agree to furnish to the OWNER all necessary materials, equipment, labor, etc. to complete the 2015 Resurfacing Project in accordance with provisions, instructions, and specifications of the OWNER for the prices as follows:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	TEMPORARY FENCE	FOOT	5300	\$ 3.50	\$ 18,550.00
2	TREE ROOT PRUNING	EACH	42	\$ 100.00	\$ 4,200.00
3	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200	\$ 32.00	\$ 6,400.00
4	TRENCH BACKFILL	CU YD	2058	\$ 45.00	\$ 92,610.00
5	INLET FILTERS	EACH	32	\$ 160.00	\$ 5,120.00
6	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	200	\$ 40.00	\$ 8,000.00
7	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 15.00	\$ 1,500.00
8	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	1623	\$ 0.50	\$ 811.50
9*	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	936	\$ 134.00	\$ 125,424.00
10*	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1375	\$ 88.00	\$ 121,000.00
11	PROTECTIVE COAT	SQ YD	739	\$ 1.00	\$ 739.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	18	\$ 78.00	\$ 1,404.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4300	\$ 6.50	\$ 27,950.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	200	\$ 7.00	\$ 1,400.00
15	DETECTABLE WARNINGS	SQ FT	280	\$ 42.00	\$ 11,760.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	16233	\$ 3.75	\$ 60,873.75
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	18	\$ 30.00	\$ 540.00
18	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	1250	\$ 5.00	\$ 6,250.00
19	SIDEWALK REMOVAL	SQ FT	4500	\$ 3.00	\$ 13,500.00
20	CLASS D PATCH, TYPE II, 3 INCH	SQ YD	9	\$ 100.00	\$ 900.00
21	CLASS D PATCH, TYPE III, 3 INCH	SQ YD	17	\$ 95.00	\$ 1,615.00
22	CLASS D PATCH, TYPE IV, 3 INCH	SQ YD	770	\$ 36.00	\$ 27,720.00

**2015 RESURFACING PROJECT  
BID PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
23	CLASS D PATCH, TYPE I, 4 INCH	SQ YD	12	\$ 90.00	\$ 1,080.00
24	CLASS D PATCH, TYPE II, 4 INCH	SQ YD	242	\$ 47.00	\$ 11,374.00
25	CLASS D PATCH, TYPE III, 4 INCH	SQ YD	368	\$ 47.00	\$ 17,296.00
26	CLASS D PATCH, TYPE IV, 4 INCH	SQ YD	502	\$ 45.00	\$ 22,590.00
27	CLASS D PATCH, TYPE IV, 5 INCH	SQ YD	189	\$ 65.00	\$ 12,285.00
28	CLASS D PATCH, TYPE IV, 6 INCH	SQ YD	541	\$ 74.00	\$ 40,034.00
29	CLASS D PATCH, TYPE II, 8 INCH	SQ YD	30	\$ 120.00	\$ 3,600.00
30	CLASS D PATCH, TYPE IV, 8 INCH	SQ YD	744	\$ 84.00	\$ 62,496.00
31	CLASS D PATCH, TYPE IV, 10 INCH	SQ YD	429	\$ 118.00	\$ 50,622.00
32	WATER MAIN 4"	FOOT	25	\$ 60.00	\$ 1,500.00
33	WATER MAIN 6"	FOOT	100	\$ 65.00	\$ 6,500.00
34	WATER MAIN 8"	FOOT	2550	\$ 72.00	\$ 183,600.00
35	WATER MAIN 12"	FOOT	525	\$ 95.00	\$ 49,875.00
36	WATER VALVES 8"	EACH	6	\$ 1,850.00	\$ 11,100.00
37	WATER VALVES 12"	EACH	1	\$ 3,200.00	\$ 3,200.00
38	ADJUSTING SANITARY SEWERS, 8 INCH DIAMETER OR LESS	FOOT	100	\$ 42.00	\$ 4,200.00
39	FIRE HYDRANT TO BE REMOVED	EACH	9	\$ 800.00	\$ 7,200.00
40	FIRE HYDRANTS, WITH AUXILIARY VALVE AND VALVE BOXES	EACH	9	\$ 4,500.00	\$ 40,500.00
41	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$ 2,400.00	\$ 16,800.00
42	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,800.00	\$ 2,800.00
43	VALVE VAULTS TO BE ADJUSTED	EACH	10	\$ 325.00	\$ 3,250.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1250	\$ 26.00	\$ 32,500.00
45	MOBILIZATION	L SUM	1	\$ 18,500.00	\$ 18,500.00
46	THERMOPLASTIC PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	30	\$ 10.00	\$ 300.00
47	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1024	\$ 2.50	\$ 2,560.00
48	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	280	\$ 3.50	\$ 980.00

**2015 RESURFACING PROJECT  
BID PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
49	THERMOPLASTIC PAVEMENT MARKING LINE 24"	FOOT	140	\$ 15.00	\$ 2,100.00
50	CURED-IN-PLACE PIPE LINER, 8"	FOOT	705	\$ 29.00	\$ 20,445.00
51	CURED-IN-PLACE PIPE LINER, 12"	FOOT	634	\$ 44.00	\$ 27,896.00
52	CURED-IN-PLACE PIPE LINER, 30"	FOOT	714	\$ 110.00	\$ 78,540.00
53	SANITARY SEWER, 8"	FOOT	15	\$ 125.00	\$ 1,875.00
54	TRIMMING SANITARY SEWER SERVICE LINE	EACH	4	\$ 750.00	\$ 3,000.00
55	SEWER CLEANING, STANDARD GRADE	FOOT	2053	\$ 3.00	\$ 6,159.00
56	HEAVY CLEANING OF EXISTING SANITARY SEWERS	FOOT	500	\$ 3.00	\$ 1,500.00
57	SANITARY SEWER TELEVISION INSPECTION, VIDEO	FOOT	0	\$ -	\$ -
58	SANITARY SEWER CONNECTION	EACH	69	\$ 150.00	\$ 10,350.00
59	SODDING, SPECIAL	SQ YD	177	\$ 22.00	\$ 3,894.00
60	VALVE BOXES TO BE REMOVED	EACH	1	\$ 250.00	\$ 250.00
61	SANITARY MANHOLES TO BE ADJUSTED	EACH	24	\$ 600.00	\$ 14,400.00
62	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 900.00	\$ 5,400.00
63	FILLING VALVE VAULTS	EACH	7	\$ 350.00	\$ 2,450.00
64	STEEL CASING PIPE, AUGERED AND JACKED, 20"	FOOT	100	\$ 360.00	\$ 36,000.00
65	PVC WATER MAIN, PULLED IN STEEL CASING 12"	FOOT	100	\$ 120.00	\$ 12,000.00
66	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 24,700.00	\$ 24,700.00
67	CONSTRUCTION LAYOUT	L SUM	1	\$ 8,500.00	\$ 8,500.00
68	PRESSURE CONNECTION TO EXISTING WATER MAIN 4"	EACH	2	\$ 3,800.00	\$ 7,600.00
69	PRESSURE CONNECTION TO EXISTING WATER MAIN 6"	EACH	3	\$ 4,200.00	\$ 12,600.00
70	PRESSURE CONNECTION TO EXISTING WATER MAIN 8"	EACH	8	\$ 4,800.00	\$ 38,400.00
71	PRESSURE CONNECTION TO EXISTING WATER MAIN 12"	EACH	2	\$ 8,500.00	\$ 17,000.00
72	WATER MAIN LINE STOP 4"	EACH	7	\$ 4,500.00	\$ 31,500.00
73	WATER MAIN LINE STOP 6"	EACH	2	\$ 5,000.00	\$ 10,000.00
74	WATER MAIN LINE STOP 8"	EACH	6	\$ 5,500.00	\$ 33,000.00

**2015 RESURFACING PROJECT  
 BID PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
75	WATER MAIN LINE STOP 12"	EACH	2	\$ 7,400.00	\$ 14,800.00
76	CUT AND CAP EXISTING 4" WATER MAIN	EACH	8	\$ 800.00	\$ 6,400.00
77	CUT AND CAP EXISTING 6" WATER MAIN	EACH	2	\$ 900.00	\$ 1,800.00
78	CUT AND CAP EXISTING 8" WATER MAIN	EACH	6	\$ 1,000.00	\$ 6,000.00
79	CUT AND CAP EXISTING 12" WATER MAIN	EACH	2	\$ 1,500.00	\$ 3,000.00
80	VALVE INSERTIONS, 8"	EACH	1	\$ 8,600.00	\$ 8,600.00
81	WATER SERVICE LINE, SHORT RECONNECTION	EACH	23	\$ 2,000.00	\$ 46,000.00
82	WATER SERVICE LINE, LONG RECONNECTION	EACH	25	\$ 3,200.00	\$ 80,000.00
83	BRICK SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	35	\$ 24.00	\$ 840.00
84	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	0	\$ -	\$ -
85	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	160	\$ 75.00	\$ 12,000.00
<b>TOTAL =</b>				<b>\$1,734,008.25</b>	

**VILLAGE OF HINSDALE  
BID PROPOSAL**

I/We hereby agree to furnish to the Village of Hinsdale all necessary materials, labor, etc. to complete the **2015 RESURFACING PROJECT** in accordance with provisions, instructions, and specifications of the Village of Hinsdale for the Total Bid Price of: (in figures) \$ 1,734,008.25

One million seven  
(in words) hundred thirtyfour thousand eight Dollars & twenty  
five cents.

Signed on this 30<sup>th</sup> day of January, 2015.

If an individual or partnership, all individual names of each partner shall be signed:

By:.....

Print Name:.....

Position/Title: ....

By:.....

Print Name:.....

Position/Title: ....

Company Name:.....

Address line 1: .....

Address line 2: .....

Telephone:.....

If a corporation, an officer duly authorized should sign and attach corporate seal  
**PLACE CORPORATE SEAL HERE**

By:..... Nicholas Neri

Print Name:..... NICHOLAS NERI

Position/Title: ..... PRESIDENT

Company Name:..... JOHN NERI CONSTRUCTION Co. INC.

Address line 1:..... 770 FACTORY RD, ADDISON, IL

Telephone:..... 630 629-8384

The Village of Hinsdale is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM**  
**(BID PROPOSAL)**

JOHN NERI CONST. CO. INC. (Name of Bidder), having submitted a bid on a contract for **2015 RESURFACING PROJECT** to the Village of Hinsdale, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: \_\_\_\_\_

Authorized Agent of BIDDER

Subscribed and sworn to before me this 30<sup>TH</sup> day of January, 2015.

Paula Maria Parisi  
Notary Public



The Village of Hinsdale reserves the right to reject any or all bids, to waive technicalities in bidding.

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned is an authorized representative of

JOHN NERI CONSTRUCTION Co. INC.

(Name of Company)

and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act". The undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)**

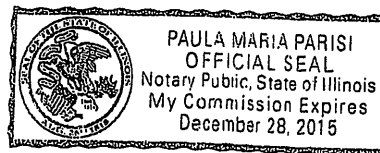
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: Nicholas Neri  
NICHOLAS NERI  
Title/Position: PRESIDENT

Subscribed and sworn to before me this 30<sup>TH</sup> day of January 2015.

Paula Maria Parisi  
Notary Public



**Compliance with Confined Space Entry  
Policy and Procedure Form**

The undersigned is an authorized representative of

JOHN NERI CONSTRUCTION CO. INC.

(Name of Company)

and certifies that they will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9) which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each CONTRACTOR who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and CONTRACTOR personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the CONTRACTOR will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: \_\_\_\_\_

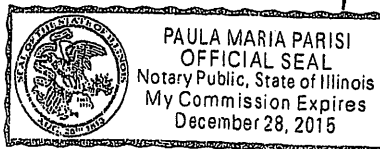
NICHOLAS NERI

Title/Position: \_\_\_\_\_

PRESIDENT

Subscribed and sworn to before me this 30<sup>TH</sup> day of January, 2015.

Paula Maria Parisi  
Notary Public



**PERFORMANCE REFERENCE FORM**

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name:..... VILLAGE OF GLEN ELLYN  
Address:..... 535 DUANE STREET  
City & State:..... GLEN ELLYN, IL.  
Telephone Number: ..... 630-469-5000  
Person To Contact: ..... BOB MINIX  
Title/Position: ..... ENGINEER

Company Name:..... CITY OF PARK RIDGE  
Address:..... 505 BUTLER PLACE  
City & State:..... PARK RIDGE, IL. 60068-4182  
Telephone Number: ..... 847-318-5200  
Person To Contact: ..... KIM ALEXANDER  
Title/Position: ..... ENGINEER / TECHNICIAN

Company Name:..... VILLAGE OF BENSENVILLE  
Address:..... 12 S. CENTER ST.  
City & State:..... BENSENVILLE  
Telephone Number: ..... 630-350-3454  
Person To Contact: ..... JOE CARACCI  
Title/Position: ..... DIRECTOR OF PUBLIC WORKS

**CONTRACTOR'S CERTIFICATION**

NICHOLAS NERI, having been first duly sworn depose and states

(Officer or Owner of Company)

as follows:

1. JOHN NERI CONSTRUCTION CO. INC. having submitted a proposal for  
(Name of Company)

**2015 Resurfacing Project** to the Village of Hinsdale, hereby certifies that said CONTRACTOR has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

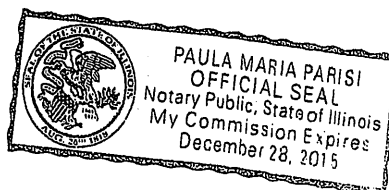
- a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
- b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Nicholas Neri

(Authorized Agent of CONTRACTOR)

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 2015

Paula Maria Parisi  
Notary Public



## VILLAGE OF HINSDALE CONTRACT AGREEMENT

THIS CONTRACT ("Contract"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **Village of Hinsdale** hereinafter called "OWNER", and \_\_\_\_\_, hereinafter called "CONTRACTOR".

### WITNESSETH:

WHEREAS, OWNER has heretofore, solicited Bids for all the Work (as defined in the Notice to Bidders described below), collateral and/or incidental Work, and improvements and for the doing of all things included within the hereinafter specified in and related to Contract Documents for **2015 Resurfacing Project**.

WHEREAS, OWNER did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, find that CONTRACTOR was the lowest responsible bidder for hereinafter specified Work and did award CONTRACTOR a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

### ARTICLE I - WORK TO BE DONE BY CONTRACTOR

CONTRACTOR agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work, collateral and/or incidental Work and improvements required for and related to the **2015 Resurfacing Project** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the CONTRACTOR by said Contract Documents (defined hereafter) for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; Illinois Environmental Protection Agency rules and regulations; and any applicable rules and regulations of the State of Illinois, DuPage County and the Village of Hinsdale. Furthermore, and as related to the Work, the CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

### ARTICLE II - CONTRACT DOCUMENTS

The "Contract Documents" herein named include all of the following component parts, all of which are incorporated into and made a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Notice to Bidders
2. General Provisions for the 2015 Resurfacing Project
3. Special Provisions for the 2015 Resurfacing Project
4. Bid Proposal
5. Performance and Payment Bonds
6. Contract Agreement
7. Contract Drawings
8. IDOT Standard Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing
10. Any and all other drawings, plans, specifications, exhibits, and related documents included or referred to in the foregoing Contract Documents, and
11. Addenda:
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

### ARTICLE III - CONTRACT PRICE

The CONTRACTOR agrees to receive and accept a sum not in excess of the following total bid price (and as may be adjusted as provided in the General Provisions of the Contract Documents) as full compensation for furnishing all materials, equipment and labor to do all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the OWNER, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the ENGINEER under them; also for any and all other things required by the Contract Documents, to wit:

Upon completion and acceptance by OWNER of all Work in accordance with the Contract Documents, OWNER agrees to pay CONTRACTOR for performance of Work in accordance with the Contract Documents in current funds a sum not exceeding the

Total Contract Price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
(in writing) (in figures)

This Total Contract Price includes all Bonds, materials, labor, equipment, permits, applicable fees, approvals, licenses and insurance (as required under the Contract Documents).

Plus the following (List in detail additional Work, if any, and corresponding amounts):

### ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **2015 Resurfacing Project**. The Work under this Contract shall be completed within **25 working days or from a date mutually agreed upon between OWNER and CONTRACTOR**. The CONTRACTOR agrees to commence Work (**weather permitting**) under this Contract within **ten calendar days** after the receipt from the OWNER of a fully executed Contract and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the OWNER within the previously specified time period.

### ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the OWNER in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER pursuant to Section 108.09 of the STANDARD SPECIFICATIONS for the time that expires after the specified completion time until the Work is completed and acceptance by the OWNER. OWNER is entitled to and will deduct these costs from any monies due or that may become due the CONTRACTOR.

### ARTICLE VI - OTHER REMEDIES

The aforementioned liquidated damages apply only to delays in CONTRACTOR'S performance. OWNER retains all other available rights or remedies available under the Contract Documents or at law or equity, including but not limited to compensatory, consequential and punitive damages, if applicable, for other breaches under the Contract Documents. CONTRACTOR shall be responsible for and pay for any and all of OWNER'S attorneys' fees and/or costs incurred in or arising from the enforcement by OWNER of the terms, conditions, and provisions contained in the Contract Documents against the CONTRACTOR.

#### ARTICLE VII - PAYMENTS TO CONTRACTOR

General: OWNER agrees with said CONTRACTOR to employ and does hereby employ, the said CONTRACTOR to provide the materials, labor, equipment, bonds, applicable fees, permits, and licenses and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment and Waiver of Lien. The CONTRACTOR shall submit a partial payment estimate and partial waiver of lien acceptable to OWNER not more than once each month and in accordance with the Contract Documents. The estimate will cover the Work performed from the previous estimate until issuance of the current partial payment estimate. The partial payment estimate must be supported by such data as may be required by the ENGINEER. Upon OWNER'S and ENGINEER'S approval of the partial payment estimate and partial waiver(s) of lien, the OWNER agrees to make payment. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract. The retainage may be reduced at the discretion of the ENGINEER.

Upon completion of all the Work and approval thereof by the ENGINEER, a final payment estimate will be prepared by the CONTRACTOR. Upon OWNER'S and ENGINEER'S approval of all final payment estimates and final waiver(s) of lien, the OWNER will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the OWNER from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the OWNER relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract or the Performance, Payment and Maintenance Bond.

A partial and final waiver of lien shall also be required from each SUBCONTRACTOR and material supplier before a partial of final payment is made.

#### ARTICLE VIII - SEVERABILITY

If any provision of the Contract Documents is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Contract Documents will remain in full force and effect. Any provisions of the Contract Documents held invalid or unenforceable only in parts or degree will remain in full force and effect to the extent not held invalid or unenforceable.

#### ARTICLE IX - HEADINGS

The headings of the paragraphs and subparagraphs in the Contract Documents are provided for convenience only and will not affect its construction or interpretation. All words used in the Contract Documents will be construed to be of such gender or number as the circumstances require. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

#### ARTICLE X - WAIVER

The rights and remedies of the parties to the Contract Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Contract Documents or the documents referred to therein will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four original counterparts the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_(SEAL)

Title \_\_\_\_\_

By \_\_\_\_\_(SEAL)

Title \_\_\_\_\_  
(if partnership)

WITNESS:

\_\_\_\_\_(SEAL)

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

**VILLAGE OF HINSDALE**  
OWNER

By \_\_\_\_\_(SEAL)  
Thomas K. Cauley, Jr., Village President

WITNESS:

\_\_\_\_\_  
Christine Bruton, Village Clerk

**IMPORTANT**

**NOTE:** If the CONTRACTOR is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if CONTRACTOR is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the CONTRACTOR is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of CONTRACTOR shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

John Neri Construction Co., Inc.  
770 Factory Road  
Addison, IL 60101

### SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251-5001  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

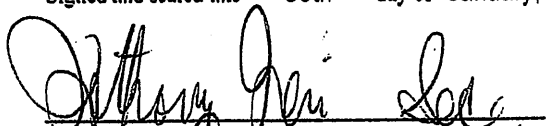
2015 Resurfacing Project.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January, 2015.

  
(Witness) ANTHONY NERI, SECRETARY

John Neri Construction Co., Inc.

(Principal)

By:

(Title) NICHOLAS NERI, PRESIDENT

Ohio Farmers Insurance Company

(Surety)

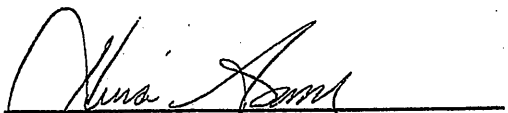
(Seal)

By:

(Title) William Reidinger

Attorney-in-Fact



  
(Witness) Hina Azam

POWER NO. \_\_\_\_\_  
General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint William Reidinger of Schaumburg and State of IL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond  
Principal: John Neri Construction Co., Inc.  
Obligee: Village of Hinsdale

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

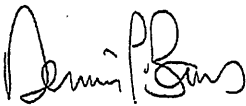
"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 1<sup>st</sup> day of April, A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Dennis P. Baus,  
National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 1<sup>st</sup> day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

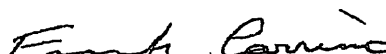
CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 30th day of January, A.D., 2015.



By:



Frank Carrino, Secretary



8d.

DATE: March 3, 2015**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Consent Agenda - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b> Engineering Services for Construction Observation of the 2015 Resurfacing Project	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

The Master Infrastructure Plan provides funding for construction observation services for the 2015 Resurfacing project.

In May 2014, the Board of Trustees approved Christopher Burke Engineering, Ltd. to design the 2015 Resurfacing Project. As has been established practice, in addition to submitting a design services proposal, firms also were asked to provide a proposal for construction observation. This is done as it makes sense to have the same firm observe the construction of the project it designed. Considering their satisfactory performance during the design process, Staff recommends using Christopher B. Burke Engineering, Ltd. for the construction observation portion of the 2015 Resurfacing Project. The project costs are summarized below:

	Budget	Proposed
Design Engineering	\$ 120,000	\$ 48,352 (actual)
Construction Observation	\$ 120,000	\$ <b>65,856</b>
Construction	\$1,982,000	\$1,734,008 (actual proposed)
Total	\$2,192,000	\$1,848,216
Project contingency:		\$ 343,784

Provided that there are no change orders, the remaining funds will be used to support MIP work in future years.

This project includes infrastructure improvements for the following:

Street	From	To
S. Lincoln	First	Chicago
N. Lincoln	Chicago	North Street
W. Second	Monroe	Vine
Stough	Quincy	Chestnut

The project intent is to improve local streets, water mains, and sewer mains. Should the Village Board concur with this recommendation, the following motion would be appropriate:

**Motion: To Award the Engineering Services for Construction Observation of the 2015 Resurfacing Project to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$65,856.**

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

**BOARD ACTION:** At the February 16, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

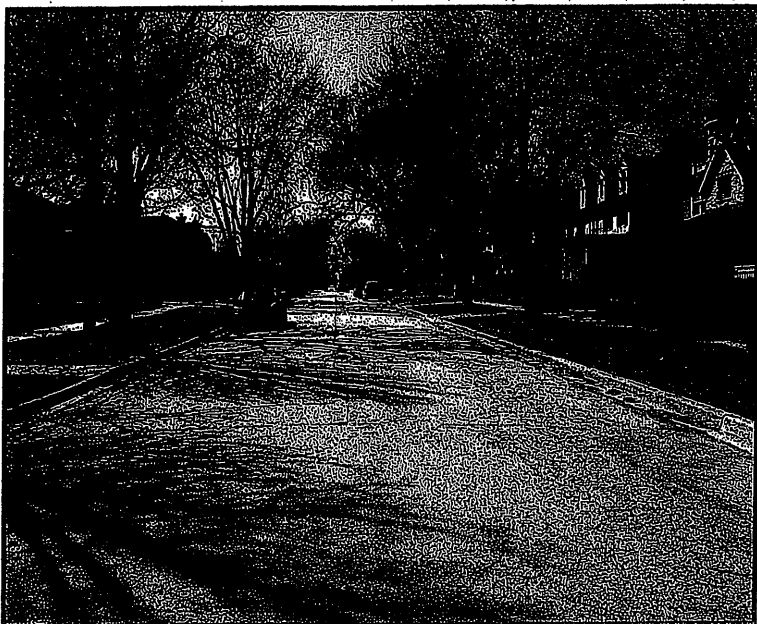
**Engineering Proposals  
2015 Resurfacing Project  
Hinsdale, IL**

RFP notice sent 04/07/14  
Proposals Due: 04/25/14  
Board of Trustees approval: 05/20/14

	Bowman Consulting Group	Christopher B. Burke Engineering	Engineering Resource Associates	Hancock Engineering	HR Green	James J. Benes & Associates	Primera Engineers	Rempe-Sharp & Associates	Maximum	Average	Minimum
Topographic Survey	\$ 14,000.00	\$ 33,358.00	\$ 16,475.00	\$ 6,100.00	\$ 7,750.00	\$ 12,836.00	\$ 18,700.00	\$ 16,989.00			
Design, Construction & Bid	\$ 32,200.00	\$ 43,695.00	\$ 53,235.00	\$ 53,235.00	\$ 35,490.00	\$ 48,036.00	\$ 28,760.00	\$ 47,133.00			
Document Prep	\$ 9,000.00	\$ 4,300.00	\$ 8,000.00	\$ 5,000.00	\$ 6,500.00	\$ 4,601.00	\$ 6,500.00	\$ 5,000.00			
Soil Borings	\$ 7,000.00	\$ 4,600.00	\$ 5,000.00	\$ 6,400.00	\$ 3,705.00	\$ 5,078.00	\$ 5,650.00				
Cost Estimates	\$ 600.00	\$ 300.00	\$ 500.00			\$ 3,493.00	\$ 2,890.00				
San. Sewer TV & Cleaning	\$ 62,800.00	\$ 44,682.00	\$ 78,714.00	\$ 70,735.00	\$ 53,445.00	\$ 74,044.00	\$ 62,500.00	\$ 3,289.03	\$ 78,714	\$ 64,916	\$ 44,682
Bidding and Awarding	290	256	723		378	589		718	723	492	256
Meetings											
Record Drawings											
Direct Costs	\$ 3,000.00	\$ 2,580.00	\$ 6,653.00		\$ 760.00	\$ 5,848.00					
Construction Observation Total	\$ 71,100.00	\$ 65,856.00	\$ 74,849.00	\$ 85,800.00	\$ 57,960.00	\$ 74,570.00	\$ 53,000.00	\$ 4,939.77	\$ 108,754	\$ 73,961	\$ 53,000
Total Cost											
Total Constr. Hours	720	464	759	156,335.00	\$ 111,405.00	\$ 148,614.00	\$ 115,500.00	\$ 181,164.80	\$ 181,165	\$ 138,877	\$ 110,538
					546	881		1,380	1,380	792	464

**ORIGINAL**

**Village of Hinsdale  
2015 Resurfacing Project  
Request for Proposal No. 1563**



*April 25, 2014*

**SUBMITTED BY:**

STEPHEN SUGG, PE, PTOE

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. HIGGINS ROAD, SUITE 600

ROSEMONT, IL 60018

SSUGG@CBBEL.COM



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 25, 2014

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

Attention: Mr. Dan Deeter, PE, Village Engineer  
Subject: **Proposal for 2015 Resurfacing Project**

Dear Mr. Deeter:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal to provide professional Design and Construction Engineering services for the Village of Hinsdale's 2015 Resurfacing Project.

As you will find within this submittal, CBBEL brings a variety of skills and expertise critical to successfully completing street improvements and water main replacement projects. We have successfully completed similar assignments within numerous communities in the Chicagoland area. This proposal demonstrates our extensive and specialized experience that has made us a leader in these types of projects.

The proposed Project Team consists of staff members who have extensive experience on similar projects. The primary contact person for this proposal is Mr. Stephen Sugg, PE, PTOE who will serve as Project Manager for this project.

We trust that the attached material will demonstrate our enthusiasm, understanding, and expertise to perform the upcoming assignment. We appreciate the opportunity to submit our qualifications and look forward to the next phase of the selection process. If you have any questions or need any additional information, please do not hesitate to us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris B. Burke'.

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

**IN SUBMITTING THIS PROPOSAL THE CONSULTANT CERTIFIES THAT:**

1. The cost of services in this proposal has been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
2. this proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
3. has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to provide a proposal or refrain from providing a proposal; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this 25th day of April, 2018. 4

By: \_\_\_\_\_

(Signature)

By: Christopher B. Burke

(Printed Name)

d/b/a Christopher B. Burke Engineering, Ltd.Business Address: 9575 W. Higgins Road, Rosemont, IL 60018Business Phone #: 847.823.0500Cell Phone #: 847.309.2573E-Mail Address: cburke@cbbel.comSubscribed and sworn before me  
this 25th day of April, 2018 4

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



# **TABLE OF CONTENTS**

**TAB 1      COMPANY PROFILE**

**TAB 2      SCOPE OF WORK**

- UNDERSTANDING OF THE ASSIGNMENT
- SCOPE OF SERVICES
- SCHEDULE

**TAB 3      PAST EXPERIENCE**

- FACT SHEETS

**TAB 4      PROJECT TEAM**

- ORGANIZATIONAL CHART
- RESUMES

**TAB 5      ENGINEERING FEE**



## COMPANY PROFILE

Christopher B. Burke Engineering, Ltd. (CBBEL)  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
847.823.0500

Licensed Professional or Structural Engineers/Surveyors/Landscape Architect: 80  
Total Staff: 174  
Age of Business: 27 Years



CBBEL is unique among consulting engineering and surveying firms in that we are a full-service company that can comprehensively meet the needs of both private and public sector clients. Guided by founder and President Christopher B. Burke, our "family business" corporate philosophy allows for a level of personal service that provides peace of mind. Our Illinois based staff of 174 and expansive list of specializations—civil, municipal, transportation, water resource, mechanical, structural, construction, traffic, and environmental engineering and environmental resource services—provide professionalism and a depth of expertise that promote project success.

Our staff includes four PhDs, 75 licensed professional engineers, and a team of licensed professional land surveyors, a licensed structural engineer, a licensed landscape architect, 4 are LEED accredited professionals, 4 are professional traffic operations engineers (PTOE), and 4 have received the designation of Diplomate Water Resource Engineer (D.WRE). Twenty-four staff are certified floodplain managers (CFM) and 20 are certified professionals in erosion and sediment control (CPESC).

Since its founding in 1986 the size of our company and the complexity of our projects have grown. Today we provide not only design services, but also planning, preliminary engineering, permitting, and construction observation. We have successfully completed the design, permitting and construction of numerous major transportation and local municipal roadway projects, multi-use paths, bridges, flood control reservoirs, pump stations, embankments, water mains and water systems, storm sewers, and large open channels.

CBBEL has provided annual street program services and Village wide pavement evaluations and pavement conditions index (PCI) ratings for several municipalities throughout the 6-count region. We generally prepare plans, specifications and estimates for the various Street Programs in the fall/winter prior to the proposed program year. **Within the last five years, CBBEL has designed the reconstruction and resurfacing of over 150 miles of roadway for over 50 municipal clients.** Upon completion of the pavement ratings, CBBEL has developed a multi-year pavement management program to help guide the municipality through their planning and budget process.

As a full-service firm we also conduct water resource related studies, perform GIS services, environmental resource assessments, mitigation planning and permitting, and a myriad of traditional civil engineering functions.

CBBEL has provided professional review services for municipalities, counties, and state agencies. Our experience includes the review of drainage, roadway, subdivision, sanitary sewer, and mechanical engineering submittals prepared by third-party consultants for both private and public sector clients.

Whether you require consulting for an individual project or the full service resources from one of our departments, you can rely on CBBEL to take the time to thoroughly understand your needs and partner with you to create innovative, cost-effective solutions. Diversification and flexibility are the keys to our successful, long-term relationships with a wide variety of clients, including municipalities, counties, townships, sanitary districts and drainage districts throughout the Chicagoland area.

# SCOPE OF WORK

## UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village of Hinsdale would like to hire a qualified engineering firm to provide engineering services to prepare design plans and provide construction observation for utility improvements and street resurfacing on various streets in the Village of Hinsdale. Below is a listing of the streets that will be included in the project.

STREET NAME	FROM	TO	TREATMENT	LENGTH
1. Lincoln Street	North Street	Hinsdale Avenue	HMA Resurfacing	2,460'
2. N. Stough St	Quincy Street	South End	HMA Resurfacing	1,000'
3. W. 2 <sup>nd</sup> Street	Monroe Street	Vine Street	HMA Resurfacing	1,400

Replace or line the water main as shown below.

STREET NAME	FROM	TO	REPLACE/LINE/ABANDON
1. Lincoln Street	North	Hickory	Replace
2. Lincoln Street	Walnut	Chicago	Replace
3. Lincoln Street	Chicago	Hinsdale	Line
4. Stough Street	Maple	Chicago	Replace
5. Chestnut St	Stough	Quincy	Abandon
6. Second Street	Clay	Vine	Replace

Replace or line Village sanitary sewer mains on the following streets. The sanitary sewer will be televised by our subconsultant, Visu-Sewer:

STREET NAME	FROM	TO
1. Stough Street	Quincy	Maple
2. Stough Street	Chicago	Chestnut
3. Second Street	Thurlow	Clay

## SCOPE OF SERVICES

### PHASE I AND II DESIGN ENGINEERING SERVICES

Services will field reconnaissance of the streets to be resurfaced/utility improvements, preparation of Contract Documents (plans and special provisions), cost estimates, permitting, and bidding assistance. A geotechnical investigation will also be included to determine the soil bearing at locations where utilities



# SCOPE OF WORK

will be replaced. Sanitary sewers will be televised at locations as shown in the RFP to determine their condition.

Prior to beginning work, CBBEL will meet with the Village to discuss the following key elements of the project:

- ◆ Verification of scope of improvements.
- ◆ Establish primary points of contact between the Village and CBBEL.
- ◆ Discuss design criteria to be used.
- ◆ Identify possible issues with design, permitting and construction.
- ◆ Discuss project elements and opportunities.
- ◆ Review existing conditions, aerial topographic map, and utility atlases.
- ◆ Coordinate project phasing and construction sequencing.

We have prepared a scope of services that outlines the Design and Construction Engineering to be performed by CBBEL. Our services include, but are not limited to, the following:

**Task 1 – Geotechnical Investigation:** It is our understanding that pavement cores will not be required as the Village has records of pavement composition that will be provided to the selected consultant. We have included Testing Service Corporation (TSC) to obtain soil borings to a depth of 10 feet to determine the soil bearing at locations where utilities will be replaced. TSC will not perform any environmental testing of the soils as that work will be completed by the contractor.

**Task 2 – Preparation of Base Sheets:** CBBEL will utilize DuPage County aerials as a base for the streets to be resurfaced/utility improvements. CBBEL will also obtain utility information from all known utility companies along the project corridor and include the utility information in the base sheets. The base sheets will be drafted at a scale of 1"=40'.

**Task 3 – Field Reconnaissance:** CBBEL will perform a field reconnaissance of all streets within the project limits. The purpose of the field reconnaissance will be to determine the limits of curb and gutter repairs, sidewalk replacement to meet ADA requirements (if applicable), full depth pavement patching, pavement widths, and limits of improvement. CBBEL will also open manholes and drainage structures to determine if they require adjustment, reconstruction or replacement. Worn frames and lids (grates) will also be flagged for replacement. The results of the field reconnaissance will be reviewed with the Village Engineer and compared to previous estimates to determine their impact on the construction cost.

**Task 4 – Pre-Final Contract Documents and Cost Estimate (90% Submittal):** CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village design criteria. The plans and special provisions will be assembled in book form. The plans, which will consist of 11"x17" fold-out sheets, will also include typical sections, special provisions, details, contractor's proposal, contract, and other forms. Utilizing a "book" form for the contract documents will be less costly than preparing a conventional set of plans and special provisions.



# SCOPE OF WORK

The pre-final plans are anticipated to include the following sheets:

## Sheet Title

Cover Sheet (8 1/2" x 11")

General Notes and Summary of Quantities

- ◆ Including Village standard notes and additional major notes to clarify project's intent and define incidental items

Typical cross sections that are

- ◆ Complete and comprehensive
- ◆ Clearly describe improvement

Maintenance of Traffic Notes

Roadway Plan Utilizing Aerials showing

- ◆ Drainage structures, sewers and other utilities
- ◆ Items to be removed or adjusted
- ◆ Existing property lines and street addresses
- ◆ Curb patching and replacement of sidewalk ramps

Construction Details

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

**Task 5 – Final Contract Documents and Cost Estimate (100% Submittal):** Upon meeting with the Village staff and IDOT to review comments on the pre-final submittal, CBBEL will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided.

**Task 6 – Permitting:** CBBEL will design the water main in accordance with the Standard Specifications for Water and Sewer Construction in Illinois and Village standards. The permit forms and construction documents will be submitted to the IEPA for review and permit as part of Task 4 above. CBBEL prepares dozens of water main improvement plans per year and fully understands IEPA requirements. CBBEL will also submit plans to the IEPA for the proposed improvements to the sanitary sewer.

**Task 7 – Bidding Assistance:** CBBEL will provide Plans, Specifications, and Contract Documents to be distributed to all bidders, and will be present at the bid opening to be held at Village Hall. CBBEL will review and tabulate all of the bids, check references, and make a recommendation of award.



# ***SCOPE OF WORK***

## **PHASE III CONSTRUCTION ENGINEERING SERVICES**

### **Task 1 – Pre-Construction Services:**

1. Attend a pre-construction conference with the contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.
2. Conduct utility coordination meetings, as required, to monitor and verify the progress of utility relocations being completed by others. (We do not anticipate the need to relocate utilities).
3. Obtain and distribute IEPA permits for the water main and the proposed improvements to the sanitary and combined sewers.
4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
5. Review the construction schedule submitted by the contractor for compliance with the contract.
6. CBBEL shall document all existing conditions with digital photographs and videotapes to insure that all disrupted areas have been restored per the plan or existing conditions.
7. Provide information to the Village for use in updating project website with construction updates.
8. Prepare project files.

### **Task 2 – Shop Drawing/Mix Design Review**

1. Review submittals made by the contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
  - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - b. Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.

### **Task 3 – Construction Observation:**

#### **Construction Observation**

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work and reject all work failing to conform to the Contract Documents.
2. Provide on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer who shall:
  - ◆ Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
  - ◆ Be present whenever the contractor is performing work on-site.



## ***SCOPE OF WORK***

- ◆ Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the project to facilitate completion of service connections to public utilities and facilities.
  - ◆ Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
  - ◆ Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
  - ◆ Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
  - ◆ Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
  - ◆ Prepare any RFC's needed as construction proceeds. Once the contractor submits a proposal, assist the Village in their review and provide a recommendation.
3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
  4. Except upon written instruction of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
  5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
  6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
  7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.
  8. Inspect Traffic Control measures.
  9. Meet with area businesses and residents for coordination during the project.

### **Construction Documentation**

1. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.



## ***SCOPE OF WORK***

4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

### **Task 4 – Materials QA:**

These services will be provided by Testing Service Corporation (TSC).

### **Task 5 – Post-Construction Services:**

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the Village and prepare a final list of items to be corrected.
3. Conduct follow-up visits to determine if repairs or restoration is needed.
4. Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
5. Prepare final pay estimate and change order for the Village's approval.
6. Verify all necessary material inspection information has been received and documented.
7. Prepare construction record drawings.



[illegible]

## ***PAST EXPERIENCE***

Included in this section are detailed Project Fact Sheets that demonstrate our experience and expertise in providing the engineering services outlined in the RFQ.

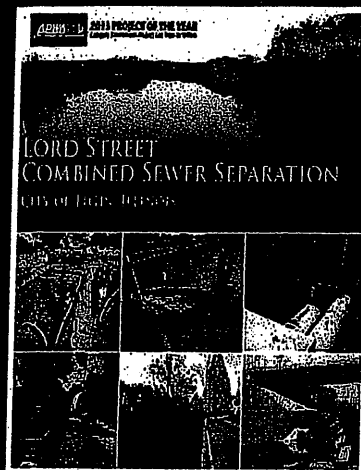


# Lord Street Combined Sewer Separation

## Elgin, Illinois

CBBEL designed the separation of the existing combined sewer system to reduce or eliminate overflow events into the Fox River, minimize pavement flooding and reduce sewer backups into homes.

CBB



The Lord Street Basin is one of 12 combined sewer basins within the City. The basin consists of approximately 500 acres currently served by a combined sewer system which crosses the Fox River via an 18" sewer and has a 48" Combined Sewer Overflow into the Fox River. Due to IEPA regulations and frequent flooding and sewer backups in the area, the City has planned to separate the sewer system. The Lord Street Sewer Separation – Phase 1 project was the first phase of a multi-year watershed-wide initiative to separate the existing combination sewers throughout the Lord Street watershed. The project included the construction of the downstream portion of a new storm sewer network of the Lord Street Basin, which consisted of the construction of reinforced concrete storm sewer pipe ranging in size from 12" to 96" in diameter. Approximately 200 feet of 96" storm sewer pipe was tunneled through the Union Pacific Railroad right-of-way to avoid impacts to existing UPRR and Metra rail lines, as well as the US-20 bridge over the Fox River. This phase of the project also included the construction of a new 96"-diameter stormwater outlet to the Fox River. Construction was completed in Fall 2011.

**Engineering services included:** Topographic survey, geotechnical investigation, sewer televising, hydraulic modeling, preliminary design development, conceptual alternative analysis, utility coordination, assistance with public involvement efforts, preparation of construction documents and full-time construction engineering.

An extensive permitting effort was required of this project and included coordination with Union Pacific Railroad, IDOT, IEPA, IDNR, Illinois Historical Preservation Agency, USACE Kane-DuPage Soil and Water Conservation District, US Fish and Wildlife Service, Fox River Watershed Reclamation District, Kane County and the City of Elgin.

#### CLIENT

City of Elgin

#### CONSTRUCTION COST

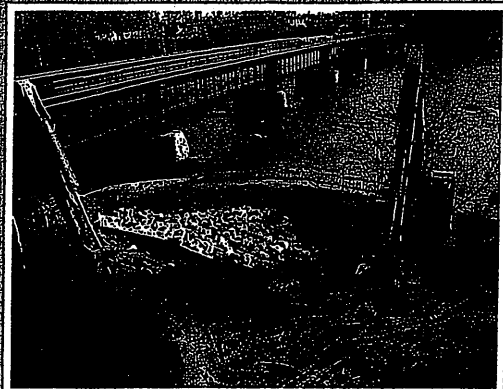
\$4.8 million

#### FEE

\$500 thousand

#### FUNDING SOURCE

Local



APWA 2013 PROJECT OF THE YEAR  
Environment - Projects less than \$5 Million

Christopher B. Burke Engineering, Ltd.

cbbel.com

# 2013 Road Program

## Libertyville, Illinois

CBBEL successfully completed the 2013 Road Program which included approximately seven miles of roadway.



Approximately 7 miles of local roadways throughout the Village were resurfaced under this road program. The improvements consisted of Class C and D pavement patching, grinding existing PCC and hot-mix asphalt pavements, resurfacing with hot-mix asphalt, curb and gutter, sidewalk and driveway removal and replacement, sewer structure repair/replacement, and landscape restoration. The improvements also included providing pavement patching and landscape restoration work related to a separate Village watermain project.

### Services included:

- Field reconnaissance and utility coordination, development of four proposed roadway typical sections, preparation of plans, specifications, estimates of cost and estimates of construction duration, coordination with IDOT Bureau of Local Roads, bidding assistance and addenda preparation, as well as construction observation, MFT project documentation and materials inspection.
- Bid documents were structured to provide the Village the greatest flexibility with regards to cost and schedule. A base bid and bid alternate were included in the contract documents.

### CLIENT

Village of Libertyville

### CONSTRUCTION COST

\$3.7 million

### FEE

\$154 thousand (design)

\$296 thousand (constr.)

### FUNDING SOURCE

Local/MFT

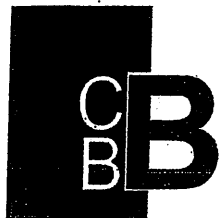
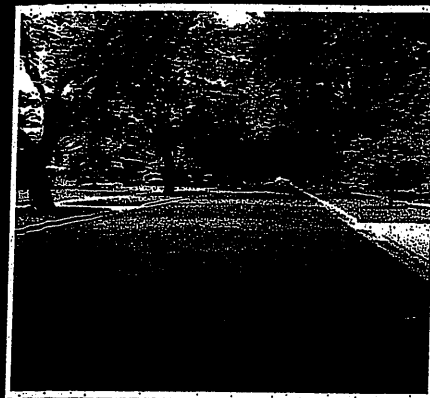


*Christopher B. Burke Engineering, Ltd.*

[cbbel.com](http://cbbel.com)

# Annual Street Program Rolling Meadows, Illinois

CBBEL has been preparing Street Program plans, specifications, and estimates annually for the City since 1998.



This project consists of annually reconstructing/resurfacing approximately three miles of residential streets within the City.

**Complete Reconstruction includes:** removal of the existing pavement structure and replacement with a full depth bituminous pavement, new curb and gutter, storm sewer and other utility improvements and complete parkway restoration.

**Partial Reconstruction includes:** complete removal and replacement of the existing curb and gutter; widening, patching and resurfacing of the existing pavement; partial sidewalk removal and replacement and utility improvements.

**Resurfacing includes:** partial sidewalk and curb and gutter removal and replacement and resurfacing of the existing street.

In addition, various other public works type projects are often added to the street program to take advantage of the lower unit prices associated with larger projects.

#### Services included:

- preparation of plans, specifications and estimates in MFT format in the fall of the year prior to the proposed program. Once they are reviewed and approved by IDOT, Bureau of Local Roads, they are ready for bid in January or February of the proposed program year.
- bid documents are structured to provide the City the greatest flexibility with regards to cost and schedule. A base bid and several alternatives are generally included in the Street Program.



#### CLIENT

City of Rolling Meadows

#### CONSTRUCTION COST

\$1 million (average)

#### FEE

\$40 thousand (design)

\$50 thousand (constr.)

#### FUNDING SOURCE

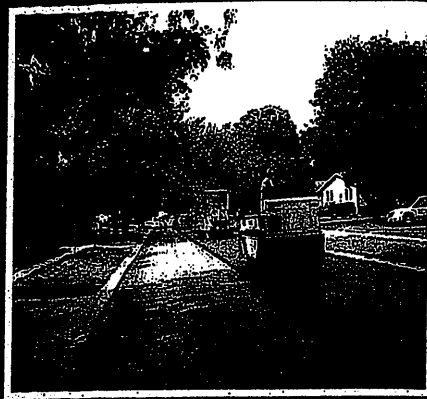
Local/MFT

Christopher B. Burke Engineering, Ltd.  
cbbel.com

# 2013 Road Program

## Cary, Illinois

CBBEL completed the bid documents on a Fast-Track Schedule to allow for an expedited construction schedule.



Approximately 1.81 miles of improvements consisted of full-depth street resurfacing, new curb and gutter, removal and replacement of curb and gutter, removal and replacement of sidewalk and driveways, adjustments/repair to utility structures replacement, and replacement of thermoplastic pavement markings. The improvements also included 1,445 linear feet of storm sewer replacement and 2,697 linear feet of watermain replacement. Curb and gutter and new storm sewer were added on Jamesway and Margaret Terrace which required a McHenry County Stormwater permit.

### Services included:

- Field reconnaissance and utility coordination, topographic survey, special pavement mix design, preparation of plans, specifications, estimates of cost and estimates of construction duration, stormwater and IEPA permitting, bidding assistance and addenda preparation, as well as construction observation and materials inspection.

During design development, various methods of pavement rehabilitation were investigated based upon the existing pavement condition and integrity, including resurfacing, full-depth resurfacing and reconstruction. Together with a pavement technology firm retained by the Village, a special pavement mix design was developed to provide a more flexible hot-mix asphalt pavement that is more resistant to premature cracking and other types of failure than a typical IDOT mix design.

### CLIENT

Village of Cary

### CONSTRUCTION COST

\$1.75 million

### FEE

\$120 thousand (design)

\$121 thousand (constr.)

### FUNDING SOURCE

Local/MFT

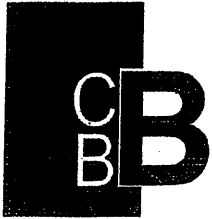
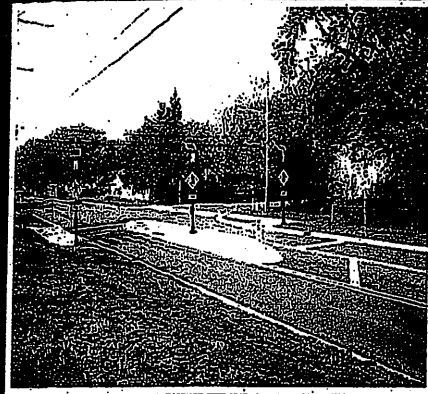
Christopher B. Burke Engineering, Ltd.

cbbel.com

# Pingree Road Reconstruction

## Crystal Lake, Illinois

CBBEL designed the Reconstruction and Widening of Pingree Road Segment 3 from Tek Drive to McArdle Drive.



A new bike path crosses Pingree Road from the east to the west via a mid-block crossing with a refuge island in the median and a push-button activated flashing warning beacon. The existing bike path on the east side was extended approximately 1/4 mile south to connect to the new bike access to the Three Oaks Recreation Center, just west of Pingree Road. Pingree Road was widened from a two-lane roadway with a rural cross section to a three-lane roadway with an urban cross section drained by a new storm sewer. Improvements also included resurfacing on the south end of Pingree Road from Tek Drive to McArdle Drive meeting proposed County improvements along Pingree Road associated with the Rakow Road improvements.

### Phase II Engineering services included:

- Topographic survey, preliminary site assessment for special waste, stormwater management report including best management practices, and preparation of construction plans, specifications and cost estimates.

### Phase III Engineering services included:

- Full time construction observation and material testing.

### CLIENT

City of Crystal Lake

### CONSTRUCTION COST

\$1.73 million

### FEE

\$99 thousand (phase II)

\$127 thousand (phase III)

### FUNDING SOURCE

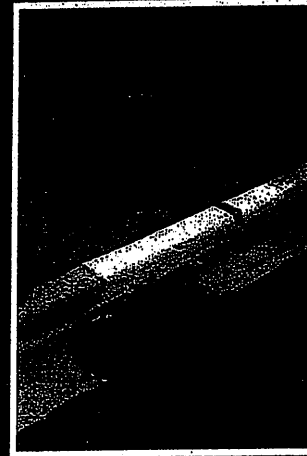
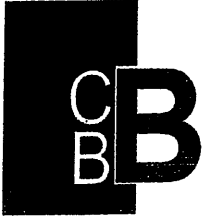
STP



Christopher B. Burke Engineering, Ltd.

cbbel.com

# Leonora Lane Water Main Replacement Elmwood Park, Illinois



The project involved the replacement of approximately 1,500 feet of existing 6" water main with new 8" water main including new water service lines and B-boxes, reconnection of existing water services, replacement of existing fire hydrants, installation of new valves and vaults and all other related appurtenances and accessories. The water main provides service to a residential area in Elmwood Park. The project also included road resurfacing and all other restoration necessary to complete the work.

#### Services included:

- Project survey and preparation of base maps
- Preparation of Plans and Specifications
- Project Permitting
- Preparation of Engineers Estimate of Probable Construction Cost
- Assistance during bidding and award of contract
- Construction observation including documentation of quantities and preparation of pay estimates

#### CLIENT

Village of Elmwood Park

#### CONSTRUCTION COST

\$407 thousand

#### FEE

\$43 thousand

#### FUNDING SOURCE

Local



Christopher B. Burke Engineering, Ltd.  
cbbel.com

# Water Main Improvements

## Riverside, Illinois



The project involved the replacement of 8,500 feet of 4" and 6" water main with new 8", 10" and 12" water main along with 335 new service connections at various locations. The sections of the Village that were improved by this project include the Central Business District and multiple residential streets including two sections that required the water main be augered beneath the Burlington North Santa Fe (BNSF) Railroad tracks.

### Services included:

- Responsibilities included preparation of plans and specifications, bid advertisement and award recommendations. CBBEL also assisted the Village in applying for a loan from the IEPA's Public Water Supply Loan Program (PWSLP) to replace the water main using American Recovery and Reinvestment Act (ARRA) funds. In order to obtain these funds, a pre-application and project plan for water projects was submitted to the IEPA along with environmental sign-offs, an approved IEPA water main construction permit, a certified debt ordinance and a dedicated source of revenue identified by the Village to repay a portion of the loan. Permitting from BNSF Railroad for work within the railroad right-of-way was also applied for and received.
- Construction engineering duties included construction observation, coordination with affected businesses and residents, documentation of quantities, weekly written reports to the owner, preparation of pay estimates and as-built drawing.

### CLIENT

Village of Riverside

### CONSTRUCTION COST

\$2.5 million

### FEE

\$400 thousand

### FUNDING SOURCE

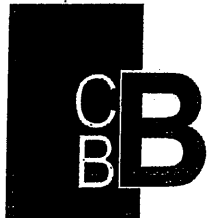
ARRA/IEPA PWSLP



*Christopher B. Burke Engineering, Ltd.*  
cbbel.com

# Armitage Avenue Water Main

## Northlake, Illinois



CBBEL applied for a loan from the IEPA's Public Water Supply Loan Program (PWSLP) to replace existing 4" water main using American Recovery and Reinvestment Act (ARRA) funds. The City utilized the funds to construct approximately 3,800 LF of new 8" ductile iron water main, including new copper water services, sanitary sewer and storm sewer point repairs, pavement patching, and landscape restoration.

### Services included:

- Preparation of a Cost Effective Study for submittal to the IEPA as part of the Loan Application Process
- Project survey and preparation of base maps
- Preparation of Plans and Specifications in conformance with IEPA competitive bid and ARRA requirements
- Project Permitting
- Preparation of Engineers Estimate of Probable Construction Cost
- Assistance during bidding and award of contract
- Construction Observation including the processing of pay requests and IEPA documentation for loan disbursements

### CLIENT

City of Northlake

### CONSTRUCTION COST

\$963 million

### FEE

\$153 thousand

### FUNDING SOURCE

ARRA/IEPA PWSLP



*Christopher B. Burke Engineering, Ltd.*

*cbbel.com*

## KEY PROJECT PERSONNEL

**Stephen Sugg, PE, PTOE** will serve as the Project Manager and direct the day to day operations and coordination of staff to complete the Village's 2015 Reconstruction Project. Mr. Sugg has 31 years of municipal Phase I and II engineering experience. He will be responsible for managing this project, being the CBBEL contact, project scheduling, staff coordination and assisting with the design, assessing the feasibility of the design alternatives, cost estimating, preparation of the contract documents, permitting and bidding. His experience as a Resident Engineer on several municipal improvement projects will be a benefit to the Village.



**W. Daniel Crosson, PE** is the head of our Construction Engineering Department and has 29 years of experience in the construction field. He will oversee the daily activities of the resident engineer and be available whenever the work requires. Mr. Crosson manages all construction observation and construction inspection projects, and oversees CBBEL's Phase III contracts with municipalities including Algonquin, Chicago Ridge, Elmwood Park, Glendale Heights, Hawthorn Woods, Lombard, Oakbrook Terrace, Rolling Meadows, and Wilmette. He served as a FEMA Project Officer for Hurricane Katrina and Hurricane Rita Reimbursement.



**Michael Kerr, PE** is a Professional Engineer with 29 years of experience and Head of the Civil Engineering Department responsible for all Phase I and Phase II projects. He has extensive experience with utility and roadway projects for local municipalities including the Villages of Lombard, Algonquin, Huntley, Chicago Ridge, Northlake, Bensenville, Elmwood Park and Rosemont. Mike serves as Village Engineer for nearby municipalities of Algonquin and Huntley. He is familiar with IEPA, HBRRP, STP, MFT, CMAQ, Enhancement and Block Grant policies and procedures and has frequently coordinated projects for local agencies through IDOT's Bureau of Local Roads and Streets and the IEPA. Mr. Kerr will provide QC/QA of the plan set.

**Mark Thomas, PE** will serve as the Phase II Project Engineer. Mark has 15 years of experience in the preparation of design plans for public agencies throughout the Chicagoland area. He is responsible for geometric design, plan/profile development, and plan set production. Mr. Thomas has experience designing large highway projects as well as municipal streets, intersections and bike paths. He has worked on numerous federally funded projects and is familiar with IDOT's standards and requirements.



## ***KEY PROJECT PERSONNEL***

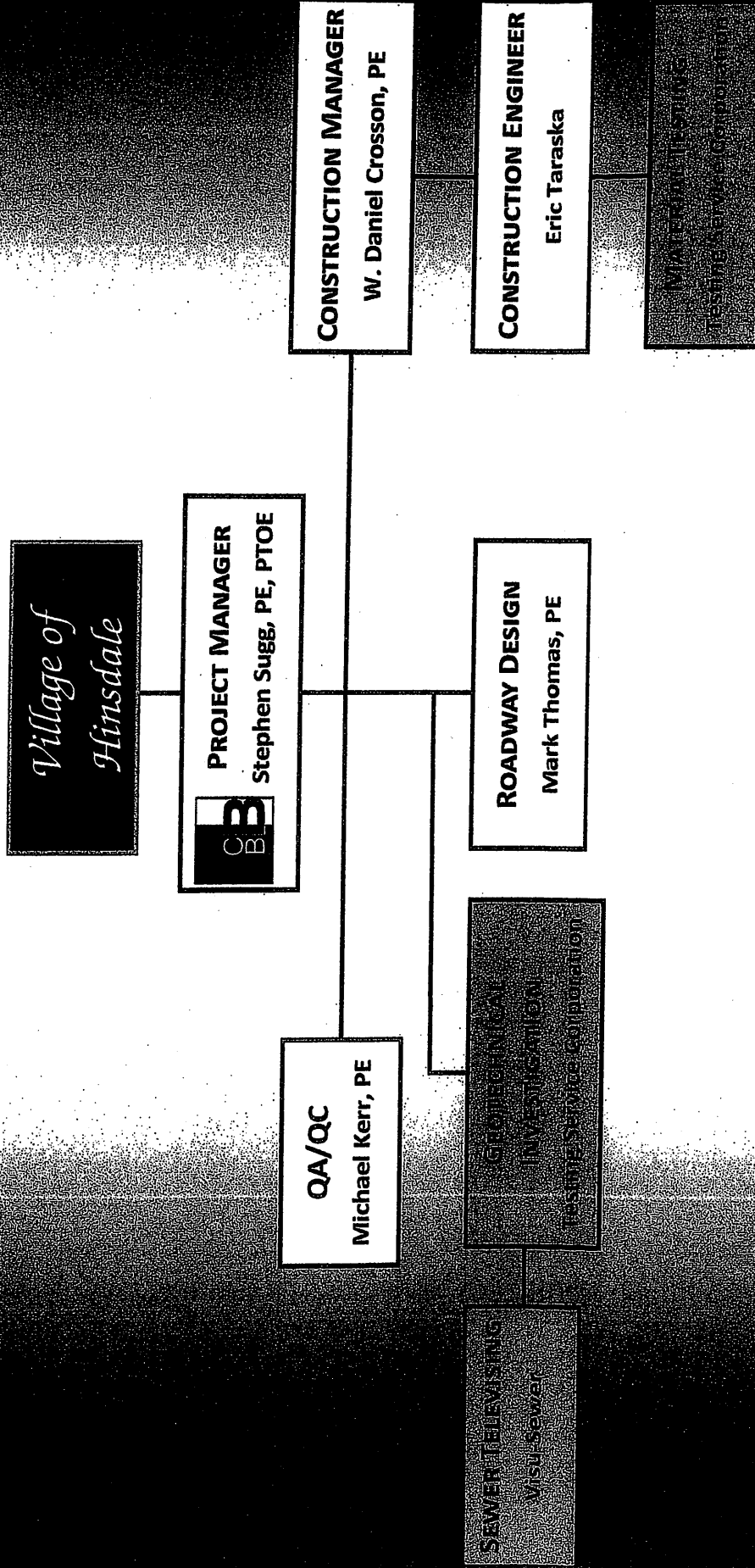


**Eric Taraska** is a Civil Engineer experienced in construction engineering. Responsibilities include: site inspection, site development design, and resident engineering, which consists of construction observation, documentation of contract quantities, coordination and verification of material testing and inspection, preparation of record drawings, and close out documentation for a variety of agencies and projects. These projects range from MFT road rehabilitation projects, water-main installation, Traffic signal, and interconnect installation. Documentation experienced in various types of funding including, MFT, FAU, STP, LAPP, and CDBG grants.



# 2015 RESURFACING PROJECT

## RFP NO. 1563



**YEARS EXPERIENCE: 31**  
**YEARS WITH CBBEL: 3**

**EDUCATION**

Bachelor of Science, 1983  
Civil Engineering  
Valparaiso University

**PROFESSIONAL REGISTRATION**

Professional Engineer, IL, 062044117, 1988  
Professional Engineer, IN, 10708218, 2007  
Professional Engineer, WI, 34271-006, 2000

**CERTIFICATIONS**

Professional Traffic Operations Engineer,  
#1034

**PROFESSIONAL DEVELOPMENT**

ASCE, UP&DD, Permitting Workshop

ASCE, The Modern Roundabout as Traffic  
Signal Alternative

ACEC, Diverging Diamond Interchange: An  
Innovative Traffic Solution

ACEC/IDOT, Survey Seminar

ACEC/IDOT, Local Roads IDS Seminar

ACEC/IDOT, Project Management Seminar

ACEC/IDOT, Traffic Signal Seminar

ACEC/ISTHA, Traffic Safety in the  
Construction Zone

Gallagher Asphalt, Recycling of Bituminous  
Pavement Construction

IDOT, Context Sensitive Solutions Awareness  
Class

IDOT, Low Cost Safety Improvement  
Workshop

IDOT, Procedures for Federally Funded Local  
Agency Projects

ITE, Traffic Calming: What's Working, What's  
Not

ITE, Intersection Safety & Geometric Design

Northwestern University, Traffic and  
Transportation Engineering Seminar

NSPE, Vital Skills for Project Managers

Road Fabrics, Seminar on Pavement  
Interlayers

Sternberg Lighting, LED: Considerations for a  
Street & Area Lighting Solution

Tensor Biaxial Geogrids, Subgrade  
Improvement & Base Reinforcement  
Training

Traffic Control Corporation, Traffic Signal  
Equipment Seminar

Mr. Sugg joined CBBEL with over 28 years of transportation engineering experience working with Chicago area municipalities and counties as well as the Illinois Department of Transportation and Illinois State Toll Highway Authority. His expertise includes transportation studies and reports, highways, municipal streets, streetscapes, parking lots, lighting, traffic signals and construction observation. He has performed preliminary engineering studies, prepared design plans and specifications and supervised construction observation services for improvements to expressways, county highways, and urban/suburban arterial and collector streets. These improvements included revising intersection geometrics, pavement rehabilitation and reconstruction, roadway widening, storm sewer construction and the installation of new traffic signals and street lighting. As Project Manager, Steve is responsible for the successful completion of projects and supervision of design engineers.

**MUNICIPAL STREETS**

**Flood Mitigation Project, Village of Elmwood Park:** Project Manager for the preparation of design plans for improvements to alleviate flooding in the Village of Elmwood Park. This project involves the construction of 40,000 feet of new storm sewers and box culverts at selected locations within the Village. The storm sewers will collect storm water and convey it to a newly constructed 14 acre-foot detention reservoir in the Oak Park Country Club. The water from the detention reservoir will then be pumped to an outlet structure at the Des Plaines River. A 30" sanitary storm sewer will convey low flows to an existing Des Plaines River tributary. The project also involves the construction of a floodwall that is 1,600 feet in length. Coordination and permitting from several agencies including Metra, IDOT, Army Corps of Engineers, Metropolitan Water Reclamation District, Soil and Water Conservation District, and Forest Preserve District of Cook County was required. Construction of the improvements, which involves six separate projects, is approximately 40% complete. The flood mitigation project, which is estimated to cost \$25 million, is scheduled to be completed in 2014.

**Deerfield Road STP Reconstruction, Village of Deerfield:** Project Manager overseeing design plan preparation for the reconstruction of the federally funded improvements to Deerfield Road from Waukegan Road to eastern Village limit. The purpose of this project is to reconstruct the pavement on Deerfield Road, complete drainage improvements (including new curb and gutter), replace the water main, reline and/or repair the sanitary sewer, modernize three traffic signals and resurface the Deerfield Road bridge over the Middle Fork of the North Branch of the Chicago River. Construction cost for project is estimated at \$8.8 million.

**Highland Road STP Widening and Rehabilitation, Village of Grayslake:** Project Manager overseeing design plan preparation for the widening and rehabilitation of the federally funded improvements to Highland Road from Lake Street to IL 83. The existing roadway cross section included two through lanes with roadside ditches to collect stormwater run-off. Existing pavement was patched, widened and resurfaced. Curb and gutter, sidewalk and storm sewer were added. Two sections of pavement were reconstructed to accomplish minimum longitudinal slopes for positive drainage. The storm sewer was oversized to include in-line detention to compensate for the additional impervious area. Project was coordinated with IDOT and the Lake County Stormwater Management Commission. Construction cost for project was \$1.6 million.

**Wilmot Road STP Rehabilitation, Village of Deerfield:** Project Manager for the rehabilitation of Wilmot Road from Lake Cook Road to Deerfield Road. The project included the replacement of over 5,000 feet of water main, the addition of a right turn lane to serve several corporations along Wilmot, drainage modifications, widening of Wilmot for the addition of a left turn lane at Central Road and the replacement of a traffic signal.\*

**Wilmot Road Reconstruction, Village of Deerfield:** Project Manager overseeing design plan for preparation for the reconstruction of Wilmot Road from Deerfield Road to Garand Avenue. The existing roadway was completely removed and replaced with a new full depth bituminous pavement. A new storm sewer system and an 8-inch water main were installed as part of the improvements.\*

**2006 MFT Street Resurfacing Program, City of North Chicago:** Project Manager responsible for the design plans, specifications and estimates prepared for the City's annual street resurfacing program. All work was completed in accordance with IDOT's MFT requirements. Work consisted of intermittent curb and gutter removal and replacement, pavement patching, utility structure repairs and bituminous grinding and resurfacing. Over 4,000 feet of roadway was resurfaced at a cost of approximately \$500,000.\*

**2004 Countywide MFT Street Maintenance Program, DuPage County Division of Transportation:** Project Manager responsible for design-engineering services for DuPage County's annual street maintenance program. The project involved rehabilitating more than 10 miles of pavement on 14 roadways located throughout DuPage County. The improvements were paid for with Motor Fuel Tax (MFT) funds; therefore, the plans and specifications were prepared in accordance with Illinois Department of Transportation requirements. The rehabilitation work consisted of bituminous surface removal, resurfacing, curb and gutter patching, pavement



**Retaining Wall Replacement, I-294 North, ISTHA:** Project Manager for the removal and replacement of a retaining wall for the purpose of future widening of I-294. The proposed retaining wall was a T-Wall System and included a cast-in-place parapet wall.

**Darmstadt Road Reconstruction, Hillside:** Project Manager for the full reconstruction of Darmstadt Road between I-56 Butterfield Road and Wolf Road. Add lane and signalization improvement of IL-56 Butterfield Road, High Street to Taft Avenue in Berkley. Realignment and full reconstruction of 4200 LF of roadway. Project required extensive coordination with adjacent Hillside bottleneck projects.

**22nd Street and Highland Avenue Intersection Improvements, Lombard:** Reconstruction of a major intersection in the Village of Lombard. Project highlights included 11,150 s.y. of 10-inch PCC pavement, five different traffic stages to facilitate pavement construction, installation of a new traffic signal with a master controller and interconnect to five intersections and updating the existing lighting system.

**MFT Project Management:** Supervised construction engineering for annual roadway projects in Rosemont, Bensenville, Rolling Meadows, Chicago Ridge, Elmwood Park, Darien, Palos Park, Forest Park, Crestwood and Clarendon Hills.

**Balmoral Avenue at I-294 Ramp Construction, Rosemont:** Construction of a five-lane roadway section, reinforced concrete retaining walls, guard rails and roadway lighting. Work was coordinated with the ISTHA during their reconstruction of the Central Tri-State Tollway.

**York Road and I-88 Toll Plaza, ISTHA:** Night time resurfacing of the approaches to the Toll Plaza. Project included use of a polymer modified asphalt surface course.

**Oak Park Avenue, Chicago Ridge:** Resident Engineer for STP funded complete reconstruction of roadway including new drainage and lighting rehabilitation.

**Eisenhower Lane Improvements, Lombard:** Reconstruction of an arterial route through an industrial park.

**Village of Chicago Ridge:** Various reconstruction projects using Community Development Block Grant Funds throughout Chicago Ridge. Projects include storm sewer improvements, pavement widening and reconstruction.

#### **WATER DISTRIBUTION**

**Special Assessment 96-1A and 96-1B, Palos Park:** Installation of water main and service lines throughout the west side of Palos Park. The project included a booster station, 13,000 lineal feet of 16" transmission water main, 47,000 lineal feet of 8" and 12" water mains and 350 service lines. The booster station also included a pressure sensing station (linked by telemetry to the booster station) to monitor the pressure at the west end of the project area.

**Williams Street Reservoir and Pump Station, Rosemont:** Construction of two underground 2.5 million reinforced concrete water tanks and a pump station. Project included construction of a soldier pile and reinforced concrete earth retention system with 120 tie backs. Required extensive coordination between the general contractor, excavator and retention system contractor.



**YEARS EXPERIENCE: 16**  
**YEARS WITH CBBEL: 16**

**EDUCATION**

Bachelor of Science, 1997  
Construction Management  
Bradley University

**CERTIFICATIONS**

Documentation of Contract Quantities  
IDOT, 10-0424

ICORS Training Seminar  
IDOT

Material Management of Job Sites  
IDOT

**PROFESSIONAL DEVELOPMENT**

CECI Construction and Materials Engineering  
(IDOT)

Certified IDOT QC/QA Program B 3 Day  
Aggregate for Mixtures

1 Day Course Certification Trenching and  
Excavating

Certified IDOT PPC I ACI Technician

NPDES Phase II Compliance Seminar 1/30/07

CECI/IDOT 2002 Construction Services  
Seminar

Civil Engineer experienced in construction engineering. Responsibilities include: site inspection, site development design, and resident engineering, which consists of construction observation, documentation of contract quantities, coordination and verification of material testing and inspection, preparation of record drawings, and close out documentation for a variety of agencies and projects. These projects range from MFT road rehabilitation projects, water-main installation, Traffic signal, and interconnect installation. Documentation experienced in various types of funding including, MFT, FAU, STP, LAPP, and CDBG grants.

**Armitage Avenue Watermain Improvements, City of Northlake:** Resident Engineer for approximately 3800 LF of ductile iron water-main 8" installation, which included new copper water services, sanitary sewer point repairs, storm sewer improvements, pavement removal and replacement, and landscape restoration. This project was funded through a IEPA low interest loan, and required extensive coordination with the City and homeowners.

**Armitage Avenue Resurfacing, FAU 1358, ARRA Funding, City of Northlake:** Resident Engineer for the resurfacing of approximately 0.95 mile of Armitage Avenue. This project was constructed using ARRA funds, and documentation was completed in accordance with federal guidelines. The project included HMA surface removal, placement of HMA binder and surface courses, Class D pavement patching, curb and gutter removal and replacement, sidewalk removal and replacement, and landscape restoration.

**Wolf Road FAU 2690, Country Club Drive to Whitehall (STP Funds), City of Northlake:** Resident Engineer for the installation of a drop off lane at the City of Northlake Public Library. The improvements included a traffic calming device, which consisted of a concrete median, combination concrete curb and gutter, pcc sidewalks, concrete base coarse, stamped patterned concrete, HMA binder and surface coarse, lighting, traffic signal modifications, pedestrian push button controllers, thermoplastic pavement markings, and landscape restoration.

**Wolf Road Resurfacing, FAU, STP, LAPP, Northlake:** Resident Engineer for the resurfacing of 0.84 mile of pavement resurfacing. The project included curb and gutter and sidewalk removal and replacement, driveway removal and replacement, pavement striping, and landscape restoration at various locations. Project covered Wolf Road from North Avenue to Lake Street, Village Drive, and Dickens Avenue in the City of Northlake. Resident engineering services included daily inspection and IDOT documentation of daily quantities.

**Wolf Road at Soffel Traffic Signal Interconnect, FAU, Northlake:** Resident Engineer for the installation of a new traffic signal. The new traffic signal and pedestrian crossings were installed at the intersection of Wolf Road and Soffel Avenue to accommodate pedestrian traffic for Riley School in the City of Northlake. An existing traffic signal was removed at Riley School and moved to Soffel Avenue, along with interconnecting the traffic signals from Lake Street to North Avenue. Resident engineering services included daily inspection and documentation of contract quantities. This project involved coordination with the City of Northlake, Riley School and local residents.

**King Arthur Watermain Improvements (Phase VIII, CDBG #08-205R), Northlake:** Resident Engineer responsible for site inspection, documentation of daily work, and coordination with building owners and residents. The project included the installation of approximately 950 L.F. of ductile iron water-main to rehabilitate the existing water distribution system within the King Arthur complex.

**Lemoyne Avenue Resurfacing, FAU, STP, Northlake:** Resident Engineer for the resurfacing of 1.22 miles of residential roadway. The project included: curb and gutter removal and replacement, removal and replacement of PCC sidewalk, driveway pavement removal and replacement, bituminous surface removal, placement of leveling binder and bituminous surface course, pavement striping, structure adjustment, and restoration. This project was constructed using FAU, STP, and local funds to complete the project. Construction engineering services included daily inspection and IDOT documentation of daily quantities.

**2007 Resurfacing Improvements and Parkway Beautification, FAU, Northlake:** Resident Engineer for the resurfacing of 2.70 miles of residential roadway. The project included the beautification of one city block in which the complete roadway was reconstructed to calm traffic flow and the parkways reconfigured with winding sidewalks and decorative lighting to beautify the existing parkways. Other improvements included curb and gutter removal and replacement, removal and replacement of PCC sidewalk, driveway pavement removal and replacement, bituminous surface removal, placement of leveling binder and bituminous surface coarse, pavement striping, structure adjustments, and landscape restoration. This project was constructed using FAU and local funds to complete the improvements. Construction engineering services included daily inspection and IDOT documentation of daily quantities.

**Wolf Road Median Improvements, FAU, Northlake:** Resident Engineer for the installation of a decorative concrete median. The decorative median was installed at the intersection of Country

Club Drive and Wolf Road in the City of Northlake to provide a traffic calming device for pedestrian traffic crossing Wolf Road. Resident services included daily site inspection and documentation of contract quantities.

**King Arthur Water-main Improvements (Phase VII, CDBG #07-007), Northlake:** Resident Engineer responsible for site inspection, documentation of daily work, and coordination with building owners and residents. The project included the installation of approximately 1,000 l.f. of ductile iron water-main to rehabilitate the existing water distribution system within the King Arthur complex.

**2008 MFT Improvement, Northlake:** Resident Engineer responsible for daily site inspection, documentation of contract quantities, and coordination with the City of Northlake, City Hall, Northlake Police Department and business owners. Project included the reconstruction/reconfiguration of North Avenue Frontage Road to provide for additional parking and access/egress at the City of Northlake City Hall.

**King Arthur Sanitary Sewer Improvements (Phase VI), CDBG #C-06-041, Northlake:** Resident Engineer for the installation of approximately 1,200 L.F. of cured-in-place sewer lining, which included sanitary manhole installation and lateral service connection reinstatement. This phase of construction completed the rehabilitation of all sanitary sewer for the King Arthur Sanitary Sewer Complex. Resident services included site inspection, documentation of daily work, and notification to building owners and residents.

**King Arthur Sanitary Sewer Improvements (Phases III&IV), CDBG #C-05-074, Northlake:** Resident Engineer for the installation of approximately 1,300 L.F. of cured-in-place sewer lining to rehabilitate the existing sanitary sewer system, within the City of Northlake. Resident services included site inspection, documentation of daily work, and coordination with building owners and residents.

**2007 CMAQ Sidewalks, Northlake:** Resident Engineer for the installation of approximately 18,000 S.F. of new PC concrete sidewalk in the City of Northlake. The project also included HMA surface removal, driveway removal and replacement, installation of traffic calming devices, storm sewer adjustments, and landscape restoration. Resident engineering services included inspection and IDOT documentation of daily work, and final closeout documentation.

**2007 General Improvements, Northlake:** Resident Engineer for the 2007 General Improvements Project. The project consisted of various locations within the City of Northlake in which improvements/modifications were made to the existing roadways and storm sewer system. Improvements included construction of curb and gutter, PCC sidewalk, surface course, binder course, installation of storm sewer, and landscape restoration. Construction engineering services included coordination with residents, daily inspection and documentation of contract quantities.

**2007 City Hall Parking Lot Improvements, Northlake:** Resident Engineer for the 2007 City Hall Parking Lot. The project consisted of the construction of a new parking lot along with a storm sewer system for Northlake City Hall and Police Department. The new improvements also included landscaped medians, concrete curb and gutter, bituminous binder/surface course, aggregate/concrete base course and landscape restoration. Resident engineering services included daily site inspection and documentation of contract quantities. This project required extensive coordination with the City of Northlake, City Hall, Northlake Police Department, and Northlake residents.

**2007 Water Main Improvements, Northlake:** Resident Engineer for the installation of approximately 2,800 L.F. of ductile iron water main installation. The project consisted of upgrading the remainder of the City's 4" ductile iron water main to 8" ductile iron water main. Improvements also included water service reinstatement, sanitary and storm sewer point repairs, curb and gutter replacement, pavement replacement, and landscape restoration. Resident engineering services included extensive notification to residents of construction activities, and inspection and documentation of contract quantities.

**Addison Creek Riparian Restoration, Northlake:** Resident Engineer for the Addison Creek Riparian Restoration Project. The project involved utilization of IEPA funding to construct open spaces to alleviate local flooding along Addison Creek. The project involved approximately 13,000 cubic yards of excavation, wetland plantings, riparian restoration, utility installation, cul de sac installation and landscape restoration. This project was located within a residential setting, which required extensive coordination with the City of Northlake, contractor and Northlake residents.

**Weber Road Interconnect, Will County:** Resident Inspector for the Weber Road Interconnect Project, which consists of 6.7 miles of fiber optic signal interconnection of 20 signal locations on Weber Road from Division Street to Lily Cache Lane. Construction Engineering Services included daily inspection and documentation of contract quantities. Construction staging and coordination with various municipalities and the contractor was a crucial part of this project.

# ENGINEERING FEE

## ESTIMATE OF FEE

Please find below a detailed breakdown of our not-to-exceed fee. This fee is based on the scope of work as shown in the proposal.

Phase II Design Services	Hours	Fee
Meetings, Coordination, Field Reconnaissance, Plan Preparation, Permitting	240	\$33,358
Bidding Assistance	16	\$ 2,064
Subconsultants:		
Testing Service Corp (6 Soil Borings x 10'/Boring & Geotechnical Report)	-----	\$ 4,300
Visu-Sewer (Televis 1,940' Sanitary Sewer)	-----	\$ 4,660
Cushing, Inc. (Printing of Plans & Special Provisions)	-----	\$ 300
<b>TOTAL</b>		<b>\$44,682</b>

Phase III Construction Engineering Services	Hours	Fee
Pre-Con Services & Shop Drawing/Mix Review	24	\$ 3,096
Construction Observation	420	\$55,180
Materials QA (Testing Service Corp)	-----	\$ 5,000
Post-Construction Services	20	\$ 2,580
<b>TOTAL</b>		<b>\$65,856</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate.



April 22, 2014

Mr. Stephen Sugg  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road Suite 600  
Rosemont, IL 60018-4920



**TESTING SERVICE CORPORATION**

*Corporate Office*

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

RE: P.N. 52,674  
Geotechnical Exploration  
2015 Resurfacing Project - PN 1563  
Hinsdale, IL

Dear Mr. Sugg:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your email dated April 18, 2014. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for design and construction in connection with the proposed replacement of  $\pm$  2,600 lineal feet of 8" /12" water main.

**Project Description:**

Our understanding of existing site conditions and the proposed construction are as follow:

- Water main will be replaced on Lincoln Street from North to Hickory, Walnut to Chicago, Chicago to Hinsdale, on Stough Street from Maple to Chicago, on Chestnut Street from Stough to Quincy and on Second Street from Clay to Vine.

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

**Boring Program:**

As directed in your email we are proposing to drill six (6) soil borings extended to a depth of 10 feet as part of our Geotechnical Exploration. Total drilling footage on this basis is estimated to be about 60 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tube also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for the first 10 feet and not exceed 5-foot intervals below this level. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

### **Laboratory Testing:**

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

### **Engineering Report:**

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Soil bearing support of the pipe and backfill.
- Methods of Excavation.
- Anticipation of and management of groundwater.
- Material and compaction requirements for trench backfill.

### **Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Four Thousand Three Hundred Dollars (\$4,300.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before August 31, 2014.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



## TESTING SERVICE CORPORATION

### General Information:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Send Invoice To:

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Important Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Completed By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

## Project Data Sheet

### Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

# Visu-Sewer

Inspect. Maintain. Rehabilitate.

## Budget Fee Proposal

To: Stephen Sugg, PE  
Christopher B. Burke Engineering, Inc.  
9575 W. Higgins Rd., Suite 600  
Rosemont, IL 60018

From: Tom Woods  
Cell 708-595-6336

Phone 847-823-0500 Fax 847-823-0520

Date: 4/23/2014

Project: Cleaning and televising in two areas in Hinsdale

Visu-Sewer of Illinois is pleased to provide the following budget fee proposal to televise the sanitary and combined sewer under several streets that are candidates for resurfacing or reconstruction in Hinsdale in 2015.

### 2015 Resurfacing Project

There is approximately 1,940 linear feet of varying diameter lines on two stretches of Stough St. and one on Second St. per your description. Here are a few observations after a site visit today.

- 1) The line on Stough between Maple and Quincy appears to be an 8" sanitary that flows to the north in the west parkway of Stough. There are likely to be roots that will need to be cut to be able to fully televise the lines as we go along.
- 2) The southern stretch on Stough is 8 or 10" that flows south, located in the middle of the street.
- 3) The 740' on Second St. is 24", presumably combined, with a few inches of flow heading east. The eastern-most manhole just west of Clay is confusing: you can see the 24" coming in, but not where it goes out. There is some swirling in the MH, and it is not surcharged, so the flow must go somewhere.

Primarily because of the roots and the larger diameter line on Second St., we need to come on site with our combination jet/vac truck, to clean the lines, clear any roots and blockage(s) and suck out the debris.

Price: \$450 per hour. We suggest you budget for a 10-hour day to be safe. The hourly rate for hours nine and ten increases to \$530 because of the overtime.

### 2015 Reconstruction Project

There is approximately 2,740 linear feet of varying diameter lines on three parallel streets that intersect Hickory St. to the south. Here are a few observations after a site visit today.

- 1) The line on Radcliffe appears to begin at a manhole north of Hickory with two laterals coming in to the structure. 10 or 12" line heading north in the center of the street.
- 2) The longer line on Forest is a little more of a mystery. The structures to the south of Ravine are clearly accessible in the middle of the street, over a 10 or 12" combined sewer line. North of Ravine is a different story – not sure if/where they are.
- 3) The 840' on Elm St. is 12" combined, fairly shallow at the bottom of the hills.

Primarily because of age of the infrastructure in this area of town, with our experience working in Hinsdale, we recommend we come on site with our combination jet/vac truck, to clean the lines, clear any roots and blockage(s) and suck out the debris. Price: \$450 per hour. We suggest you budget two 8-hour days to finish the project.

We will work with the Village of Hinsdale to obtain a hydrant meter and permission to fill our cleaning truck from hydrants near each of the two job sites.

We will take the debris we remove to a certified landfill at a rate of \$65 per ton.

Each of these two projects is priced to be done on a stand-alone basis. If it turns out you/we are selected to do both projects, there may very well be some efficiencies allowing us to finish faster/cheaper.

You or your staff would be welcome to be on the truck and observe our findings "live". You will receive a DVS-format DVD and written report of the video approximately a week after we complete the job. All our observations are captured using PACP coding, and will include notes concerning all defects, material/size changes, sags and lateral location.

Thank you for considering Visu-Sewer of Illinois for the above project. If our proposal is accepted, please sign it and fax it back to office so we can schedule the work. If you have any questions please do not hesitate to contact me at 708-237-0340 (office) or 708-595-6336 (mobile).

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

## **Acceptance of Proposal**

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Visu-Sewer of Illinois, LLC**  
9014 S. Thomas Ave, Bridgeview, IL 60455

[www.visu-sewer.com](http://www.visu-sewer.com)  
(P) 708-237-0340 (F) 708-237-0360

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

**CBBEL – Rosemont**

9575 West Higgins Road, Suite 600 | Rosemont, IL 60018  
Tel: (847) 823-0500 | Fax: (847) 823-0520

**CBBEL – Peoria**  
114 State Street, 1B  
Peoria, IL 61602  
Tel: (309) 676-9000  
Fax: (309) 676-9001

**CBBEL – New Lenox**  
1938 E. Lincoln Highway  
Suite 212  
New Lenox, IL 60451  
Tel: (815) 463-9050  
Fax: (815) 463-9065

**CBBEL-Morris**  
224 ½ Liberty Street  
Morris, IL 60450  
Tel: (815) 941-0260  
Fax: (815) 941-0263



8e

DATE: March 3, 2015**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Consent Agenda - EPS	<b>DEPARTMENT</b> Public Services
<b>ITEM</b> 2015 Reconstruction Project MFT Fund Resolution	<b>APPROVAL</b> Dan Deeter, PE Village Engineer

As part of the funding of the Master Infrastructure Plan (MIP), the financing plan provides for using Motor Fuel Tax (MFT) funds every two to three years to partially fund the road and storm sewer portion of the Village's projects. For FY 2015-16, \$1,500,000 of funding is available in MFT funds for this purpose. IDOT rules require the Village to pass a resolution committing the Village's MFT funds for this purpose. Water main and sanitary sewer improvements in this project will be funded with Village funds per the MIP financing plan. Contractor bids were opened on 02/20/15, and construction will begin in April 2015.

The 2015 Reconstruction Project includes the following streets:

Street	From	To
Ravine Road	Garfield Street	County Line
Radcliffe Way	Ravine Road	Hickory Street
Forest Road	The Lane	Hickory Street
Elm Street	Ravine Road	Hickory Street
Intersection of Minneola ROW and Mills Street		

**Motion: To Approve A Resolution for Improvement by Municipality Under the Illinois Highway Code to Fund the 2015 Reconstruction Project.**

**STAFF APPROVALS**

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

**BOARD ACTION:** At the February 16, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



# Illinois Department of Transportation

## Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the  
Village of Hinsdale of DuPage & Cook Counties, Illinois  
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Ravine Road		Garfield Street	North County Lane
Radcliffe Way		Hickory Street	Ravine Road
Forest Road		Hickory Street	150' North of Ravine Road
Elm Street		Hickory Street	Ravine Road
Oak Street		Hickory Street	The Lane

### BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of roadway reconstruction and resurfacing, removal of existing  
pavements, new storm sewer system, new water main installation, new sanitary  
sewer installation, sanitary sewer lining, pavement markings, and various removals,  
excavations to complete the construction as shwon on the plans

and shall be constructed 24 feet wide  
and be designated as Section 14-00094-00-FP

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of One Million Five Hundred Thousand  
Dollars ( \$1,500,000.00 ) for the  
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the  
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, \_\_\_\_\_ Clerk in and for the  
Village of Hinsdale

City, Town or Village  
County of DuPage & Cook , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted  
by the President and Board of Trustees

Council or President and Board of Trustees  
at a meeting on \_\_\_\_\_

Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
City, Town, or Village Clerk

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION NUMBER</b> Consent Agenda - ZPS		<b>ORIGINATING DEPARTMENT</b> Police and Fire		
<b>ITEM</b>	Purchase of Replacement Police and Fire Mobile Computers	<b>APPROVED</b> Chief Bradley Bloom; Chief Rick Ronovsky		
<p>All first responding police and fire vehicles are equipped with mobile computers to facilitate communications with the emergency dispatch center. The mobile computers currently in use are provided to the Village by Southwest Central Dispatch (SWCD) and SWCD retains ownership of the equipment. In preparation for the Village's transition from SWCD to DuComm in early May 2015, the Village will need to purchase replacement mobile computers for the front line police (8) and fire (7) vehicles.</p> <p>The Village identified two available options to provide for these computers: 1) purchase the existing computers from SWCD or 2) purchase new computers from an outside vendor. DuComm does not provide this equipment to its member agencies.</p> <p>The attached spreadsheet provides a cost comparison for the Village's options. Please note of all the quotes received, the quote from SWCD for computers that have been in-service for a year is the highest at \$77,008 (\$38,531 for police and \$38,477 for fire).</p> <p>Three outside vendors provided cost estimates that range from \$73,008 on the high end to \$66,308 on the low end for brand new computers that have a service life between five and ten years as the life cycle is dependent on wear and use of the computers. An additional factor to consider when evaluating the alternatives beyond price is that the fire department has found operational efficiencies from the tablet computers over the laptops.</p> <p>In a Board memo dated September 19, 2014, staff estimated that the cost for this transition item would be approximately \$56,000. Due to the availability of new computers at a price closer to the Village's original estimate, Staff recommends purchasing the computers under the State of Illinois contract price for \$60,295.</p> <p>There is some concern surrounding continuity of operations during the changeover but staff believes that the cost savings over SWCD coupled with having new equipment for a lesser cost justifies the risk. The vendor projects delivery in 4-7 weeks and the computers must be configured and installed after that. The cutoff date is April 30<sup>th</sup> for services from SWCD. Therefore, the Village must make a decision no later than mid-March.</p> <p>Based upon this staff recommends purchasing new equipment under State of IL contract pricing from CDS for a total of \$60,295.</p> <p><b>MOTION: To Approve the Purchase of Mobile Computers and Related Mounting Equipment Under the Terms of the State of Illinois Purchasing Contract at a Cost Not to Exceed \$60,295 from CDS Computers.</b></p>				
<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Manager's Approval</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b> This item appeared for First Reading at the Village Board of Trustees meeting on February 16, 2015. The Board approved the item to move to the Consent Agenda.				

# CURRENT EQUIPMENT

Qty		CDS		SWCD		Tallgrass		M-Rugged	
		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
POLICE DEPARTMENT									
8	CF-31 Fully Rugged Win 7 13.1" Xga Touch 500gb HD w/4GB Ram 4G LTE MultiCarrier, GPS, Backlit Keyboard	\$ 3,832.00	\$ 30,656.00			\$ 4,049.00	\$ 32,392.00	\$ 3,995.00	\$ 31,960.00
8	Havis Dock for CF-31	\$ 736.00	\$ 5,888.00	INDIVIDUAL PRICES NOT PROVIDED BY SWCD		\$ 799.00	\$ 6,392.00	\$ 820.67	\$ 6,565.36
8	External Mount Antenna for CF-31	\$ 100.00	\$ 800.00			\$ 335.00	\$ 2,680.00	\$ 103.50	\$ 828.00
8	Misc Hardware	\$ -	\$ -			\$ 94.00	\$ 752.00		\$ -
		SUBTOTAL	\$ 37,344.00	SUBTOTAL	\$ 38,531.20	SUBTOTAL	\$ 41,464.00	SUBTOTAL	\$ 39,353.36
POLICE DEPARTMENT									
FIRE DEPARTMENT									
2	CF-31 Win 7 500gb HD w/4GB Ram	\$ 3,832.00	\$ 7,664.00	\$ 6,020.50	\$ 12,041.00	\$ 4,049.00	\$ 8,098.00	\$ 3,995.00	\$ 7,990.00
2	CF-19 Win 7 Intel Core i5 2.70 Ghz, 10.1 WUXGA 128GB 500gb HD 4GB RAM, 4G LTE Multi Carrier	\$ 3,925.00	\$ 7,850.00	\$ 5,540.50	\$ 11,081.00	\$ 3,549.00	\$ 7,098.00	\$ 3,390.00	\$ 6,780.00
3	Toughbook FZ-G1 Fully Rugged	\$ 2,691.00	\$ 8,073.00	\$ 5,118.50	\$ 15,355.50	\$ 2,999.00	\$ 8,997.00	\$ 2,895.25	\$ 8,685.75
2	Havis Dock for CF-31	\$ 736.00	\$ 1,472.00	n/a	n/a	\$ 799.00	\$ 1,598.00	\$ 820.67	\$ 1,641.34
2	Havis Dock for CF-19	\$ 749.00	\$ 1,498.00	n/a	n/a	\$ 758.00	\$ 1,516.00	\$ 813.95	\$ 1,627.90
3	Havis Dock for FZ-G1	\$ 569.00	\$ 1,707.00	n/a	n/a	\$ 591.00	\$ 1,773.00	\$ 612.90	\$ 1,838.70
7	External Mount Antennas for CF-31/CF-19/FZ-G1	\$ 100.00	\$ 700.00	n/a	n/a	\$ 335.00	\$ 2,345.00	\$ 103.50	\$ 724.50
7	Misc Hardware	\$ -	\$ -	n/a	n/a	\$ 102.00	\$ 714.00		\$ -
		SUBTOTAL	\$ 25,944.00	SUBTOTAL	\$ 38,477.50	SUBTOTAL	\$ 32,139.00	SUBTOTAL	\$ 29,288.19
		\$ 66,308.00		\$ 77,008.70		\$ 73,603.00		\$ 68,641.55	
EXISTING FIRE DEPARTMENT EQUIPMENT									

# PROPOSED FIRE DEPARTMENT EQUIPMENT

Qty		UNIT COST	TOTAL
7	Toughbook FZ-G1 Fully Rugged	\$ 2,691.00	\$ 18,837.00
6	Havis Dock for FZ-G1	\$ 569.00	\$ 3,414.00
7	External Mount Antennas for CF-31/CF-19/FZ-G1	\$ 100.00	\$ 700.00
		<b>\$ 22,951.00</b>	

Recommendation to Purchase from CDS total


\$ 60,295.00

DATE: March 3, 2015

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> Second Reading - ACA		<b>DEPARTMENT</b> Administration		
<b>ITEM</b> Approval of an Ordinance Creating Title 3 (Business and License Regulations) Chapter 16 (Cable/Video Service Provider Fee) of the Village Code of Hinsdale Relative to the Imposition of a Cable/ Video Service Provider Fee		<b>APPROVED</b> Darrell Langlois Assistant Village Manager		
<p>Attached is a background memorandum regarding the staff recommendation that the Village Board adopt an ordinance implementing a Cable/Video Service Provider Fee at the rate of 5%. By adopting this ordinance the Village will establish parity between Comcast, which has a franchise agreement with the Village, and other landline cable TV providers, primarily AT&amp;T.</p> <p>Also attached is an ordinance that will impose the new Cable/Video Service Provider Fee. Section 3-16-3 of the draft ordinance, which includes language regarding Village's ability to impose a 1% PEG Access Support Fee, has been revised since the first reading of the ordinance on February 17, 2015. The new language provides that the 1% PEG fee will be imposed or removed based on notice from the Village Manager; this will result in the Village not having to change the Village Code each time we decide to collect a PEG fee for a period of time. As noted in the background memorandum, it is staff's recommendation that this fee not be imposed until such time as we are collecting an equivalent fee from Comcast customers. The Village attorney has discussed this revised language with officials from AT&amp;T (who are mostly impacted) and they have agreed to this language. Also, based on further discussion I have had with AT&amp;T, I would now expect the amount of additional revenue from the imposition of this fee at \$100,000 per year.</p> <p><b>MOTION: To Approve an Ordinance Creating Title 3 (Business and License Regulations) Chapter 16 (Cable/Video Service Provider Fee) of the Village Code of Hinsdale Relative to the Imposition of a Cable/ Video Service Provider Fee.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b> At its meeting on February 26, 2015 the Village Board was in favor if the ordinance but due to the change in the ordinance, this item will not be on the consent agenda.				

## MEMORANDUM

**Date:** February 26, 2015  
**To:** Village President and Board of Trustees  
**From:** Darrell Langlois, Assistant Village Manager/Finance Director   
**RE:** Cable/Video Service Provider Fee

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Since early December, Village Staff has been working with the Villages of Willowbrook, Burr Ridge, and Clarendon Hills and the Village Attorney's office to negotiate a successor franchise agreement with Comcast. On January 2, 2015 I provided the Village Board with an update on the status of these negotiations via Manager's Notes. As a result of this update, Trustee Saigh inquired about the applicability of franchise rules on AT&T and their "U-verse" package, particularly the absence of the 5% franchise fee from his AT&T U-verse bill. As the Village does not have a franchise agreement with AT&T, the current Village Code provision requiring payment of a franchise fee does not apply to them, nor would it apply to any other cable television competitor that uses the Village right-of way pursuant to a State-issued franchise.

I have done additional research on this subject and note that the technology of the AT&T U-verse product is based on equipment installed as part of AT&T's "Project Lightspeed" initiative during the mid-2000s. At the time that this project was going on, there were heated debates and litigation in many communities surrounding AT&T's ability to install this equipment in the right-of-way. Most of the issues surrounding Project Lightspeed were zoning related, in particular the aesthetics and location of the new equipment. A review of Village Board minutes from the 2006-2007 time frame indicates that there were several discussions regarding the installation of this equipment here in Hinsdale and negotiations with AT&T on this issue.

The Project Lightspeed situation was eventually settled with the Cable and Video Competition Law ("CVCL"), which was adopted by the State of Illinois in 2007. Under the CVCL, cable television providers who opt to obtain a State-issued franchise, as opposed to one from each municipality in which they operate, are no longer required to negotiate franchise agreements with individual municipalities. AT&T was granted statewide franchise authority in 2007 and must comply with State rules, as well as Hinsdale's local right-of-way rules. The Village of Hinsdale adopted new right-of-way regulations in November of 2007 in response to the new legislation.

With the adoption of the CVCL in 2007, the Village was also granted the option to enact an ordinance adopting a Cable/Video Service Provider Fee. This Fee is calculated based on 5% of gross receipts, which in effect is the equivalent of the 5% franchise fee payment currently remitted by Comcast. After reviewing Village records I have found that the Village did not adopt an ordinance imposing this fee in 2007. In order to achieve parity between Comcast and AT&T as it relates to cable TV pricing, it would be my recommendation that the Village adopt an ordinance implementing the Cable/Video Service Provider Fee at the rate of 5%. The new fee would only apply to those providers who operate under a state franchise and would not apply to Comcast as

they have a franchise agreement with Hinsdale. Please note that this fee does not apply to internet services, which cannot be taxed under a long-standing Federal moratorium on taxation of the internet, nor does it affect telephone service, which is subject to telecommunications taxes under current ordinances. Based on information I have received from neighboring municipalities, I previously had estimated annual receipts from the proposed 5% fee at approximately \$50,000. I now have had further dialogue with AT&T and would now estimate that the amount of new revenue would be approximately \$100,000.

In addition, the current and future franchise agreements with Comcast contain provisions related to Public, Educational, and Governmental ("PEG") programming, which is carried on Channel 6. Under the franchise agreement, the Village is able to recoup the costs of capital equipment used to support Channel 6 operations in the form of a PEG fee, which is then passed on to Comcast customers. At the present time, the Village is not collecting a PEG fee from Comcast subscribers. In FY 2015-16, staff will be proposing approximately \$40,000 in broadcast equipment improvements; it would be our recommendation that the Village impose a PEG fee at that time, which Comcast will then collect from Village customers until such time as we have recouped the total cost of the improvements.

The CVCL that provides for the imposition of the Cable/Video Service Provider Fee also provides for the imposition of a PEG Access Support Fee at the rate of 1%. There are no provisions in the law that require this fee to be used for capital improvements; however, in order to maintain parity with Comcast, we are not recommending implementing the PEG Access Support Fee at this time and will consider it once again when/if the Village elects to pass the capital costs associated with the broadcast equipment improvements on to Village cable customers.

In summary, it is my recommendation that the Village Board consider imposing a 5% Cable/Video Service Provider Fee in order to maintain parity between Comcast and other landline Cable TV providers, primarily AT&T. If you have any comments or concerns please let me know.

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE CREATING TITLE 3 (BUSINESS AND LICENSE  
REGULATIONS) CHAPTER 16 (CABLE/VIDEO SERVICE PROVIDER  
FEE) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE  
IMPOSITION OF A CABLE/VIDEO SERVICE PROVIDER FEE**

**WHEREAS**, pursuant to the statutory police powers available to the Village of Hinsdale, as a non-home rule municipality, the Village has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of the Cable and Video Competition Law (220 ILCS 5/21-100, *et seq.*) (the "Law"); and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale desire to adopt the below amendments creating a new Chapter 16 in Title 3 of the Village Code of Hinsdale in order to establish and impose the "service provider fee" and the "PEG access support fee" which the Village is authorized to impose on a holder under Section 21-801 of the Law; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the residents, the property owners and the businesses of the Village, as well as the general public, to enact the code amendments as set forth below.

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

**SECTION 1:** Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

**SECTION 2:** Chapter 16, entitled "Cable/Video Service Provider Fee," of Title 3, entitled "Business and License Regulations" of the Village Code of Hinsdale, is hereby created and shall read in its entirety as follows:

**"SECTION 3-16-1: DEFINITIONS**

As used in this Chapter, the following terms shall have the following meanings:

- A. "Cable service" means that term as defined in 47 U.S.C. § 522(6).
- B. "Commission" means the Illinois Commerce Commission.

C. "Gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder's cable service or video service area within the Village.

1. Gross revenues shall include the following:

- i. Recurring charges for cable or video service;
- ii. Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges;
- iii. Rental of set top boxes and other cable service or video service equipment;
- iv. Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges;
- v. Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges;
- vi. Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments;
- vii. A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the Village. The allocation shall be based on the number of subscribers in the Village divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement;
- viii. Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with

respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (ix) below;

- ix. In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business; and
- x. The service provider fee permitted by 220 ILCS 5/21-801(b).

2. Gross revenues do not include any of the following:

- i. Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi);
- ii. Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service;
- iii. Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or nonvideo service in accordance with the holder's books and records and records kept in the regular course of business

and any applicable laws, rules, regulations, standards, or orders;

- iv. The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the Village and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service;
- v. Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, State, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes;
- vi. Security deposits collected from subscribers; and
- vii. Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.

3. Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

D. "Holder" means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

E. "PEG" means public, education and governmental.

F. "PEG access support fee" means the amount paid under this Chapter and 220 ILCS 5/21-801(d) by the holder to the Village for the service areas within its territorial jurisdiction.

G. "Service" means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

H. "Service provider fee" means the amount paid under this Chapter and 220 ILCS 5/21-801 by the holder to a Village for the service areas within its territorial jurisdiction.

I. "Video service" means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

### **SECTION 3-16-2: CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED**

A. Fee Imposed: A fee is hereby imposed on any holder providing cable service or video service in the Village.

B. Amount of Fee: The amount of the fee imposed hereby shall be five percent (5%) of the holder's gross revenues.

C. Notice to the Village: The holder shall notify the Village at least ten (10) days prior to the date on which the holder begins to offer cable service or video service in the Village.

D. Holder's Liability: The holder shall be liable for and pay the service provider fee to the Village. The holder's liability for the fee shall commence on the first day of the calendar month following thirty (30) days after receipt of the ordinance adopting this Chapter by the holder. The ordinance adopting this Chapter shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the Village.

E. Payment Date: The payment of the service provider fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

F. Exemption: The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the Village in which a fee is paid.

G. Credit for Other Payments: An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit

for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under subsection B. above.

### **SECTION 3-16-3: PEG ACCESS SUPPORT FEE IMPOSED**

A. PEG Fee Imposed: The Village may, upon written notice from its Village Manager, or his/her designee, to any holder providing cable service or video service in the Village, impose or withdraw the PEG access support fee on any holder providing cable service or video service in the Village in addition to the fee imposed pursuant to Section 3-16-2.

B. Amount of Fee: The amount of the PEG access support fee imposed shall be one percent (1%) of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the Village or its designee for PEG access support in the Village.

C. Payment: When imposed, the holder shall pay the PEG access support fee to the Village or to the entity designated by the Village to manage PEG access. The holder's liability for the PEG access support fee shall commence on the first day of the calendar month following thirty (30) days after receipt by the holder of the written notice described in Section 3-16-3(A).

D. Payment Due: The payment of the PEG access support fee shall be due on a quarterly basis, forty-five (45) days after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

E. Credit for Other Payments: An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that that operator owes under subsection B. above.

### **SECTION 3-16-4: MISCELLANEOUS**

A. Applicable Principles: All determinations and calculations under this Chapter shall be made pursuant to generally accepted accounting principles.

B. No Impact on Other Taxes Due from Holder: Nothing contained in this Chapter shall be construed to exempt a holder from any tax that is or may later be imposed by the Village, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with

respect to payment of the Village's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of any validly imposed 911 or E911 fees, taxes or charges.

C. Audits of Cable/Video Service Provider:

1. Audit Requirement: The Village will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the Village imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recompute any amounts determined to be payable under the requirements of the Village. If all local franchises between the Village and cable operator terminate, the audit requirements shall be those adopted by the Village pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* (See Chapter 3-14 of this Code). No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

2. Additional Payments: Any additional amount due after an audit shall be paid within thirty (30) days after the Village's submission of an invoice for the sum.

D. Late Fees / Payments: All fees due and payments which are past due shall be governed by ordinances adopted by this Village pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* (See Section Chapter 3-14 of this Code)."

**SECTION 3: 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 4: 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 \_\_\_\_\_ 2015.

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and  
attested to by the Village Clerk this same day.

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

ATTEST:

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

This Ordinance was published by me in pamphlet form on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

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