

**Winnetka Village Council**  
**REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
Tuesday, March 1, 2016  
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email [contactcouncil@winnetka.org](mailto:contactcouncil@winnetka.org), and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) March 8, 2016 Study Session
  - b) March 17, 2016 Rescheduled Regular Meeting
  - c) April 5, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) February 9, 2016 Study Session..... 3
    - ii) February 16, 2016 Regular Meeting ..... 5
  - b) Approval of Warrant List dated February 12-25, 2016 .....9
  - c) Resolution No. R-5-2016: Landscape Maintenance Services Contract Bid Award (Adoption).....10
  - d) Resolution No. R-7-2016: Sixth Extension of Landscape Waste Hauling Contract (Adoption).....44
  - e) Resolution No. R-8-2016: Approving an Agreement with Prescient Solutions (Adoption).....52
  - f) Resolution No. R-9-2016: Parkway Tree Trimming, Removal, and Maintenance Contract (Adoption).....59
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions
  - a) Ordinance No. MC-3-2016: Code Amendment re: Illumination of Property (Introduction/Adoption).....88
  - b) Ordinance No. M-4-2016: 1009 Green Bay Road, Domino’s, Special Use Permit (Introduction/Adoption).....91

c) Ordinance No. M-5-2016: 554 Green Bay Road, Verizon Wireless, Special Use Permit (Introduction/Adoption).....	135
d) Resolution No. R-6-2016: Boal Parkway Pump Station Project Engineering (Adoption).....	172
8) Public Comment	
9) Old Business: None.	
10) New Business: None.	
11) Appointments	
12) Reports	
13) Executive Session	
14) Adjournment	

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2<sup>nd</sup> floor).

Broadcasts of the Village Council meetings are televised on Channel 10 and AT&T Uverse Channel 99 every night at 7 PM. Webcasts of the meeting may also be viewed on the Internet via a link on the Village’s web site: <http://winn-media.com/videos/>

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES**  
**WINNETKA VILLAGE COUNCIL STUDY SESSION**

**February 9, 2016**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 9, 2016 at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:00 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also in attendance: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Finance Director Tim Sloth, Public Works Director Steve Saunders, Water & Electric Director Brian Keys, Police Chief Patrick Kreis, Community Development Director Mike D'Onofrio, Fire Chief Alan Berkowsky and approximately 5 persons in the audience.
- 2) Village Council 2016 Strategic Planning. Manager Bahan noted the Council preference was for staff to engage in strategic planning. He thanked Megan Pierce for her work in developing the business plan format that will be presented this evening. Mr. Bahan continued that the Department Head team will also provide an overview of their department goals and objectives and in years to come this planning will become an annual process.

Ms. Pierce explained a business plan is a strategic plan and this format is more succinct in capturing what the Village is committed to. She noted this plan is a living, integrated document influenced by strategic decisions by the Council. Ms. Pierce reviewed the components of the plan and their intended purpose including: Village-wide goals, Department missions, objectives, action steps, and timeframes.

Manager Bahan next reviewed the five Village-wide goals engaging the Council in discussion to determine if each reflects Winnetka's intended vision. Ms. Pierce actively recorded Council's discussion and noted areas of consensus. Trustee Myers inquired as to how each goal would be measured, noting metrics cannot capture such items as ensuring public health, promoting stewardship, etc. Manager Bahan explained that performance measurements could be incorporated and stress that the specific programs and action steps help quantify and measure success.

President Greable considered the Stormwater Master Plan and how its title reflects this strategic effort. Manager Bahan remarked the Stormwater Master Plan is the overarching plan to address the stormwater issue and the ensuing total population of programs. Trustee Cripe suggested language to describe the Village's financial position to include 'responsible management of taxpayer funds.' Trustee Myers recommended the inclusion of a sixth goal to address Village services and further expressed interest in how progress will be measured.

Ms. Pierce noted the 2014 Village Citizen Survey is an excellent indicator of progress as is the Comprehensive Annual Financial Report. Trustee Fessler commented that 2019 is the 150<sup>th</sup> anniversary of Winnetka and that community members should begin working together now in anticipation of this event. Manager Bahan concluded this portion of the discussion clarifying intergovernmental collaboration is intended to explore greater returns by partnering with other municipalities.

Each Department next presented its mission, objectives, action steps and timeframes. Finance Director Tim Sloth discussed his department's goal to apply for the Government Finance Officer's Distinguished Budget Award, which is an industry best practice and promotes transparency and stewardship of public funds. Trustee Myers added that increasing cyber security should be part of the Department's plan while rolling out electronic credit card payment options. Manager Bahan noted this is part of the standard process for accepting a new payment form. Trustee Cripe asked that fund balances be reviewed and considered. Director Sloth noted review of fund balances is part of the annual review process. Community Development Director Mike D'Onofrio explained his Department will be digitizing all building permit records. Trustee Myers complimented Community Development on their service, referencing the 2014 Permit Customer Survey. Trustee Fessler suggested the Village begin planning future survey efforts. Water & Electric Director Brian Keys addressed the issue of lead pipes in the wake of the contaminated water situation in Flint, Michigan. He noted approximately 41% of Winnetka homes have lead pipes based on the age of most homes. Director Keys stated water supplies only become at risk when treatment processes and originating sources are changed; Winnetka does not intend on making any changes and will continue to maintain the quality of the water supply.

- 3) Public Comment. Ted Wynnychenko stated his desire to encourage people to conserve energy. He stated his belief that the refuse subsidy is unfair, particularly as he does not produce a lot of trash. He also noted that electricity bundling is unfair.
- 4) Executive Session. None.
- 5) Adjournment. Manager Bahan thanked the Council for their time this evening and Ms. Pierce noted strategic planning will be revisited in late spring or early summer. Trustee Fessler, seconded by Trustee Prodromos, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:07 p.m.

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Deputy Clerk

**MINUTES  
WINNETKA VILLAGE COUNCIL  
REGULAR MEETING  
February 16, 2016**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 16, 2016, at 7:00 p.m.

- 1) Call to Order. President Greable called the meeting to order at 7:02 p.m. Present: Trustees Andrew Cripe, Carol Fessler, William Krucks, Stuart McCrary, Scott Myers and Marilyn Prodromos. Absent: None. Also present: Village Manager Robert Bahan, Assistant to the Village Manager Megan Pierce, Village Attorney Peter M. Friedman, Fire Chief Alan Berkowsky, Deputy Fire Chief John Ripka, Public Works Director Steve Saunders, Community Development Director Mike D'Onofrio, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) March 1, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
  - b) March 8, 2016 Study Session. All of the Council members present indicated that they expect to attend.
  - c) March 17, 2016 Rescheduled Regular Meeting. All of the Council members present indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Myers, seconded by Trustee McCrary, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
  - a) Village Council Minutes.
    - i) February 2, 2016 Regular Meeting.
  - b) Warrant List. Approving the Warrant List dated January 29 - February 11, 2016 in the amount of \$490,677.65.
  - c) Resolution No. R-4-2016: Agreement for Reimbursable Utility Adjustment – Sheridan Road Improvements (Adoption). A resolution approving an agreement with the Illinois Department of Transportation for relocation of Village utility facilities.

Trustee Myers, seconded by Trustee McCrary, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- 6) Stormwater Monthly Summary Report. Mr. Saunders apologized for Mike Waldron from Strand Associates, who was scheduled to report on the Stormwater Alternatives Study, but who was sick and couldn't be here tonight. He reviewed the January workshops held at Washburne School. Approximately 30 people attended each event; however, the feedback received from attendees affirmed the accuracy of the upgraded hydraulic modeling Strand has done.

Mr. Saunders explained that Strand is now working to develop preliminary conceptual alternatives, which will be presented at two more public workshops: March 3, 2016 and March 5, 2016. These alternatives are primarily for discussion purposes, to gain input about community acceptance of the recommendations. After one more community meeting in April, Strand is expected to deliver a final report later that same month.

Mr. Saunders said the Boal Parkway neighborhood improvements are getting underway, and engineering is expected to be completed in 2016, with construction anticipated in 2017. The Sheridan Road Ravine improvements will begin as soon as weather permits; the Illinois Department of Transportation will reimburse the Village for any expenses incurred during construction.

Finally, Mr. Saunders noted that the Northwest Winnetka stormwater improvement is now projected to come in approximately \$200,000 under budget, with final payouts being processed.

The Council asked a few questions and briefly discussed the Strand project.

- 7) Ordinances and Resolutions.

- a) Ordinance No. MC-2-2016: Fire Sprinkler Requirements Amendments ( Introduction).

Chief Berkowsky reviewed the Fire Sprinkler amendments, which the Council requested after discussions at its January 12 Study Session. The Draft Ordinance contains the following proposed amendments:

- **Deferred compliance.** This would alleviate stress on building owners when undergoing a change of use by allowing up to five years to install a sprinkler system. An agreement would be executed between the Village and the building owner, and would be recorded with Cook County. The building would otherwise comply with current standards for a non-sprinklered structure.
- **Fee rebate.** A rebate program would refund the Village fees associated with a sprinkler installation to building owners; the applicant would pay the fees up front and receive a refund upon passing final inspection of the system.
- **Permits temporary pop-up stores.** The Fire Chief may approve a temporary use for a maximum of 90 days within a rolling 365-day period, without triggering the Village's fire sprinkler requirements.

In summation, the Chief explained that the amendments continue with Winnetka's policy of encouraging sprinkler protection in the Village's commercial districts, while softening some of the financial burden placed on building owners.

Trustee Fessler suggested rethinking the sunset provision associated with the fee rebate program; the Chief and Manager Bahan confirmed that the provision could be easily

revised. After a brief Council question period, President Greable called for public comment.

Glenn Weaver, 574 Lincoln. Mr. Weaver asked to contribute his thoughts about the Ordinance to help the Village solve the change of use provision.

Manager Bahan explained there will be a comment period before the Ordinance is adopted, and anyone is free to offer suggestions.

The Trustees weighed in, with a unanimous consensus to introduce the draft Ordinance, as it strikes a balance between public safety and providing relief for building owners.

Manager Bahan said the Fire Chief will provide some annual data about the fee rebates to get a sense of how many owners are taking advantage of the program, and what, if any, budget impacts occur.

Trustee Krucks, seconded by Trustee Cripe, moved to introduce Ordinance No. MC-2-2016. By voice vote, the motion carried.

8) Public Comment.

Richard Kates, 1326 Tower. Mr. Kates said he was concerned that there are very few building owners in attendance at the meeting and that special efforts should be made before adoption to reach out to the owners to get their feedback on the draft Ordinance. He also disagreed with language dealing with determination of fire hazard that was struck in Section 15.16.050 (B).

The Chief explained that this is the original language from the 1977 Ordinance, and in the absence of a clear definition of “greater hazard,” the language was struck until a “hazard” can be defined.

The Council agreed that Mr. Kates’ suggestion could be discussed at adoption.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Reports.

a) Village President. President Greable reminded the community to attend a Strand workshop in March, and he also called for participation at the February 29 Downtown Master Plan Steering Committee meeting.

b) Trustees.

i) Trustee Myers reported on the last Environmental & Forestry Commission meeting.

ii) Trustee Krucks commended the Police Department on its 2015 Annual Report, which shows the dedication and focus of the Winnetka Police Department.

c) Attorney. None.

d) Manager. Manager Bahan reported that the Village takes every precaution to test and monitor lead in the Village’s drinking water, which is treated on a daily basis. He urged residents with concerns to call the Water Department.

- 13) Executive Session. Trustee McCrary moved to adjourn into Executive Session to discuss pending or probable litigation, purchase or lease of real property, and for setting a price for sale or lease of property owned by the Village of Winnetka, pursuant to Sections 2c(11), 2c(5) and 2c(6) of the Illinois Open Meetings Act. Trustee Fessler seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

President Greable announced that the Council would not return to the open meeting after Executive Session. The Council adjourned into Executive Session at 8:06 p.m.

- 14) Adjournment. Fessler moved to adjourn the Executive Session, and Trustee Myers seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None. The meeting ended at 9:26 p.m.

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Deputy Clerk



## Agenda Item Executive Summary

**Title:** Approval of Warrant List

**Presenter:** Robert M. Bahan, Village Manager

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

- |                                     |                         |
|-------------------------------------|-------------------------|
| <input type="checkbox"/>            | Ordinance               |
| <input type="checkbox"/>            | Resolution              |
| <input type="checkbox"/>            | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input checked="" type="checkbox"/> | Informational Only      |

### Item History:

None.

### Executive Summary:

The Warrant List dated February 12-25, 2016 was emailed to each Village Council member.

### Recommendation:

Consider approving the Warrant List dated February 12-25, 2016.

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-5-2016: Landscape Maintenance Services Contract Bid Award (Adoption)

**Presenter:** Steven M. Saunders, Director of Public Works

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

### Item History:

On April 6, 2010, the Village Council awarded a contract for maintaining publicly-owned landscaped and turf areas to Anthony Scopelliti Landscaping Inc. This contract provided set pricing to maintain landscaping at various parking lots, building or commercial district landscape locations, and island, parkway and right-of-way locations.

### Executive Summary:

The Village's agreement with Anthony Scopelliti Landscaping Inc. expired at the end of the 2015 season. Staff developed a new landscape maintenance services contract to include all of the previous landscape maintenance activities in addition to weed control services and application of fertilizer at the Public Works Yards. Staff worked closely with the Village's GIS Specialist to develop comprehensive landscape maintenance activity maps for each of the 18 designated landscape areas.

This work consists of weekly mowing; litter pickup; cultivating; spraying; pruning; deadheading; mulching; edging; weed control; trimming of beds and around trees; and planting or relocating/splitting of perennials, from March 15 through November 20. This contract is for a period of 3 years, with an option to extend for an additional 2 years. The work is expected to commence March 15, 2016 and terminate on November 20, 2018.

Public Works staff conducted early coordination with the Winnetka Park District to determine if there was an interest for joint participation, however their needs are currently being met and there was no interest at this time for participation.

A mandatory pre-bid meeting was held on February 4, 2016 and bids were opened on February 17, 2016. The lowest bid proposal was submitted by the Village's previous contractor, Anthony Scopelliti Landscaping, Inc., of Winnetka, IL. Staff checked the background and additional references provided by Scopelliti Landscaping, and has determined that they are a qualified contractor. Scopelliti Landscaping provided the most favorable bid and staff believes that they will meet the needs of the Village.

The FY 2016 budget includes \$120,000 in account 100.30.01-543 for landscape and parkway maintenance. Scopelliti Landscaping has proposed to perform this contract for an amount not to exceed \$116,280. The contract also establishes hourly rates for additional maintenance activities should these services be required.

### Recommendation:

Consider adoption of Resolution No. R-5-2016, awarding the 2016-2018 Landscape Maintenance Services contract to Scopelliti Landscaping, Inc. for an estimated annual amount not to exceed \$116,280.

### Attachments:

- Resolution No. R-5-2016
- Bid documents and specifications
- Bid tabulation
- Landscape area overview map

**RESOLUTION NO. R-5-2016**

**A RESOLUTION APPROVING A CONTRACT WITH  
SCOPELLITI LANDSCAPING, INC., FOR  
LANDSCAPE MAINTENANCE WORK**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village has appropriated funds for the procurement of landscape maintenance work at various Village-owned properties ( “*Work*”); and

**WHEREAS**, on January 15, 2016, the Village requested bids for the performance of the Work; and

**WHEREAS**, the Village received five bids for the Work and opened the bids on February 17, 2016; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Scopelliti Landscaping, Inc. (“*Contractor*”), is the lowest responsible bidder for the Work; and

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for the performance of the Work (“*Contract*”); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Contractor;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

**SECTION 1: RECITALS.** The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF CONTRACT.** The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void.

March 1, 2016

**R-5-2016**

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 1<sup>st</sup> day of March, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**



# Village of Winnetka, Illinois

510 Green Bay Road  
Winnetka, IL 60093

Phone: (847) 501-6000  
General Email: [nmostardo@winnetka.org](mailto:nmostardo@winnetka.org)

Fax: (847) 446-1139

<b>REQUEST FOR BIDS:</b>	<b># 016-004</b>	<b>BID ISSUE DATE: 01-15-2016</b>
<b>BID DESCRIPTION:</b>	<b>VILLAGE LANDSCAPE MAINTENANCE SERVICES</b>	
<b>BID SUBMITTAL DATE:</b>	<b>02-17-2016</b>	<b>BID OPENING TIME: 10:00 am</b>
<b>SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES</b>		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	<b>VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, IL 60093</b>
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).			
BUYER:	Nicholas Mostardo	PHONE:	(847) 716-3504
EMAIL:	<a href="mailto:nmostardo@winnetka.org">nmostardo@winnetka.org</a>		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

**PLEASE NOTE: Our bid documents have changed; please review carefully.**

**VILLAGE OF WINNETKA, ILLINOIS**

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**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	VILLAGE LANDSCAPE MAINTENANCE SERVICES
<b>USER DEPARTMENT:</b>	PUBLIC WORKS

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Mandatory Pre-Bid Meeting	Public Works Facility 1390 Willow Road Winnetka, IL 60093	2-4-16	10:00AM
Bidder's Submittal to Village; bids will be read allowed in a public forum.	WINNETKA VILLAGE HALL ATTN: FINANCIAL SERVICES COORD. 510 GREEN BAY ROAD	2-17-16	10:00AM

<input checked="" type="checkbox"/>	<b>SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
<input type="checkbox"/>	ORIGINAL BID PACKET
<input type="checkbox"/>	2 COPIES OF BID PACKET
<input type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input type="checkbox"/>	REFERENCES
<input type="checkbox"/>	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT

**Description:**

The Village of Winnetka is accepting sealed bids for the Village of Winnetka's Landscape Maintenance and Weed Control Services 2016-18. This program will consist of but is not limited to weekly mowing, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, hand & herbicide weed control, trimming of beds and around trees, and planting or relocating/splitting of perennials from March 15th through November 20th. This program will also include the application (casting) of fertilizer at the Public Works Yards. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years. This agreement is expected to commence March 15, 2016 and terminate on November 20, 2018.

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to [nmostardo@winnetka.org](mailto:nmostardo@winnetka.org) no later than the Pre-Bid Specification Inquiry Deadline indicated above.

## INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Financial Services Coordinator at (847)716-3504 or [nmostardo@winnetka.org](mailto:nmostardo@winnetka.org) for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

3) **BID REQUIREMENTS:**

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Request for Bids (the RFB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

4) **ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The Village of Winnetka, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Financial Services Coordinator of the Village shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Financial Services Coordinator's decision will be final and binding.

Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Village.

The Village recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the Village. Alternates will be compared to the lowest responsive, responsible bid as specified.

5) **COMPETITION INTENDED:**

It is the Village's intent that this Request for Bids (RFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source.

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## VILLAGE OF WINNETKA, ILLINOIS

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Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

6) **DEVIATIONS:**

The Village of Winnetka reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the Village to accommodate accepted deviations.

7) **EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Request for Bids which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

8) **EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the Village, such information represents only the opinion of the Village of Winnetka as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The Village of Winnetka does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

9) **ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the Village of Winnetka. In addition, the Village will not transmit facsimile bid specifications to the Bidder.

10) **INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFB, the bidder is expected to contact the Financial Services Coordinator up to the deadline listed on the Project Information page for Exceptions to Bids.

11) **PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the Village and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award.

## VILLAGE OF WINNETKA, ILLINOIS

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The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered. In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Financial Services Coordinator shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid. A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### 12) **SUBMISSION OF BIDS:**

The Bidder shall be responsible for delivery of bids to the Financial Services Coordinator before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the Village's internal mailroom system.

### 13) **MANDATORY PRE-BID MEETING:**

The Bidder shall be required to attend a mandatory pre-bid meeting on **Thursday, February 4<sup>th</sup>, 2016 at 10:00AM to be held at the Village of Winnetka Public Works Building, located at: 1390 Willow Road, Winnetka, IL 60093.** This meeting is intended to answer questions related to the bid requirements, provide an overview of the Villages expectations, and have bidders participate in a question and answer session about questions they may have about the project.

### 14) **PROPRIETARY INFORMATION:**

Under the Illinois Freedom of Information Act, all records in the possession of the Village of Winnetka are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

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15) **CONTRACT AWARD INFORMATION:**

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification can be sent to the vendor receiving the award via mail or fax. Award status can be viewed at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>.

**END OF INSTRUCTIONS TO BIDDERS**

**GENERAL CONDITIONS**

**1) ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**2) ADDENDUM AND SUPPLEMENT TO REQUEST FOR BIDS (RFB):**

If it becomes necessary or advisable to revise any part of this RFB or if additional data is necessary to enable the exact interpretation of provisions of this RFB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. Adobe Acrobat Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

**3) APPLICABLE CODES AND ORDINANCES:**

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

**4) CHANGES:**

The Village of Winnetka reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between the Village of Winnetka and the successful bidder subject to approval by the Village of Winnetka corporate authorities, if applicable.

**5) COMMENCEMENT OF WORK:**

The successful bidder must not commence any billable work prior to the Village's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the bidder's risk.

**6) COMMUNICATIONS:**

In an effort to create a more competitive and unbiased procurement process, the Village of Winnetka desires to establish a single point of contact throughout the procurement process. From the issue date of this RFB, until a bid is awarded, all requests for clarification or additional information regarding this RFB, or contacts with the Village personnel concerning this RFB or the evaluation process must be solely to the contact person listed on the cover page of this RFB.

A violation of this provision is cause for the Village to reject the Bidder's submittal. If it is later discovered that a violation has occurred, the Village may reject any bid or terminate any contract awarded pursuant to this RFB. No contact regarding this document with other Village employees is permitted.

**7) CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) be considered and treated by Contractor as the Village's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

**8) CONTRACTOR PERFORMANCE:** The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the Village. Failure to comply with any statutory requirements shall be deemed a performance breach.

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### 9) **DISCIPLINE:**

Nothing herein shall be construed to imply that the Village of Winnetka is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

### 10) **DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

### 11) **ENDORSEMENTS:**

Contractor shall not use the name, seal or images of the Village of Winnetka in any form of endorsement to any third-party without the Village's written permission.

### 12) **F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the Village of Winnetka's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

### 13) **FORCE MAJEURE:**

The Village of Winnetka shall not hold Contractor liable for an extraordinary interruption of events or damage of Village property by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

### 14) **HOLDING OF BIDS:**

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the Village's loss in re-bidding.

### 15) **INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Village and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Village does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

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### 16) LAW GOVERNING:

The RFB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

### 17) LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

### 18) MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Financial Services Coordinator or their designee.

### 19) MISCELLANEOUS REQUIREMENTS:

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### 20) NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### 21) PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the Village of Winnetka, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the Village of Winnetka whenever infringement will result from Contractor's adherence to specifications supplied by the Village or by an authorized Village representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the Village of Winnetka, its Officers, agents or employees therein.

### 22) PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Village shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

### 23) PROTEST:

No protest shall be based on a matter or issue which could have been raised as a question prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Finance Director. Protests shall be made in writing to the Finance Director and shall be filed within three (3) business days of final approval and acceptance of the bid by the Village Council. A protest is considered filed when received by the Finance Director. The written protest shall include the name and address of the protestor, the RFB number, a statement of the specific reasons for the protest and supporting exhibits. The Finance Director will respond to the written protest with a written determination as soon as practical. The Finance Director's decision relative to the protest shall be final.

Upon receipt of a protest the Village may, but is not required to, delay its order under the awarded contract.

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### **24) RESERVATION OF RIGHTS:**

The Village of Winnetka reserves the right to reject any or all Bids failing to meet the Village's specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Bid is not the most responsible, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the Village. In determining the lowest responsible bidder, the Village shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Village and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFB will result in the disqualification of the bid from further consideration.

The Village further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Village's discretion and shall be made in the best interest of the Village.

### **25) SUBCONTRACTORS:**

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Village financial requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

### **26) TAX:**

The Village of Winnetka does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9998-1246-07. A copy of the exemption letter is available upon written request.

### **27) TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties. The Village may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the Village's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective. If the Village terminates this Contract because of the Contractor's breach or default, the Village shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost to cover, incidental and consequential damages and the cost of re-proposing. The Village may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the Village of Winnetka fails to appropriate funds to enable continued payment of multi-year contracts the Village may cancel the contract without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

### **28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the Village of Winnetka must be notified and approve same in writing.

### **29) BIDDER QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

### **30) VENUE:**

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Second Judicial District in Cook County, Illinois and that Illinois law will control.

### **31) WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

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**SPECIAL CONDITIONS**

**1) PREMISE:**

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

**2) QUALIFICATIONS:**

Qualified vendors must have at least five years' experience in the areas of mowing, litter pickup, cultivating, spraying, pruning, deadheading, edging, and trimming of beds and around trees. Vendors shall provide with its quote, a list of at least three commercial or municipal references. The references shall be of similar or larger size contracts and are current customers or have been customers in the last three years. The references shall include the name, address and telephone number of the customer and the contact person for each job.

**3) CHANGES IN THE SCOPE OF THE CONTRACT:**

The Village may, by written order, make changes in the general scope of the contract and in the specifications. The contractor will be given as much advance notice as is practical when, for example, a section or location of the town may added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price of the contract an equitable adjustment will be made and the contract will be modified accordingly. The Village of Winnetka shall have the right at its discretion to increase or decrease the total quantities of the contract by +/- 10% without an cause of change in proposed rates.

**4) LIQUIDATED DAMAGE CLAUSE:**

If at any time, the minimum tasks as outlined are not performed in accordance with the specifications, the amount of fee may be reduced by the amount equal to the costs associated with the Village seeking a secondary vendor to complete the tasks appropriately plus \$500 per calendar day. This amount will be deducted in the form of a liquidated damage and not as a penalty.

**5) TERMINATION OF CONTRACT:**

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event of default by the contractor. Default is defined as failure of the contractor to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

**6) SCOPE OF SERVICES:**

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the intent of landscape maintenance services in an acceptable manner in accordance with these specifications. The contractor shall be required to perform bed and plant maintenance including plant removals and plantings, watering, mulching, edging, hand & chemical weed control, fertilizers, mowing, plant and tree trimming, pruning, and wind-blown trash collection work at all the following locations presented in this bidding documents. Bidder shall refer to the detailed exhibits for all locations and assigned tasks (see attachment A and B).

**7) WORK CREW SUPERVISION:**

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

**8) PROTECTION OF PUBLIC AND PRIVATE PROPERTY:**

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

- a. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.
- c. 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 permission 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.

**9) LOCATION AND SCHEDULE OF WORK:**

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations identified landscape maintenance services.

- a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- b. All landscape maintenance services to **begin March 15th** of the given contractual year. All landscape maintenance services **are to end November 20th** of the given contractual year.

**10) MATERIALS AND EQUIPMENT:**

- a. Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:
  - i. Mulch/ Compost as required.
  - ii. Adequate trash receptacles for refuse disposal.
  - iii. A central point for refuse disposal.
  - iv. A designated outside location at the Public Works Facility, located at 1390 Willow Road, or appropriate to store equipment difficult to transport that will be used for the maintenance activities germane to the scope of this contract.
- b. Contractor to furnish. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village as itemized in paragraph (10a) above. The items to be furnished by the Contractor shall include but not be limited to the following:
  - v. All equipment necessary to complete described landscape maintenance services, including but not limited to weekly mowing, weed control, litter pickup, cultivating, spraying, pruning, deadheading, mulching, edging, and trimming of beds and around trees.
  - vi. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use. The Contractor shall provide to the Village a list for approval of any materials or equipment prior to any items being stored at the Public Works Facility.
  - vii. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
  - viii. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

**11) DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY:**

- a. 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.

**12) CLEANING STANDARDS AND WORKMANSHIP:**

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of landscaping maintenance and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

- a. The Contractor shall ensure that all landscaping work is performed in a safe and timely manner. Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.
- b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of landscaping maintenance activities.
- c. The contractor will ensure a timely responsiveness to all concerns and complaints that may be received by staff.

**13) TURF FERTILIZATION AND WEED CONTROL**

- a. Fertilization and weed control activities are included in this Contract and will be handled on a case by case basis as directed. Fertilizer use will comply with the City's ban on phosphorus. Organic fertilizers are preferred. The Village of Winnetka has made a commitment to reduce or eliminate the use of chemical herbicides and pesticides. Accordingly no weed and feed products, pesticides or herbicides will be used on turf except for those classified by the United States Environmental Protection Agency as exempt materials under 40CRF 152.25, or those pesticides of a character not requiring FIFRA regulation. Weed management in turf areas should be accomplished by hand pulling, or spot treating with organic herbicides such as essential oil based, vinegar based or fatty acid products. Examples include, but are not limited to, Burnout and Phydura.
- b. The contractor will be required to provide a list of all licensed applicators to include a copy of issued license for each.

**14) COMPLETION OF WORK**

- a. Schedule: The Contractor shall perform his work in accordance with the schedules submitted to and as presented in the attached documents for proposed work. The schedule will indicate the day, date or period by which the scheduled task will be completed.
- b. Regular Reporting: It shall be the Contractor's responsibility to assign a full time Winnetka dedicated crew of sufficient manpower, skill diversity and experience to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters. The report will indicate the name of the Foreman and an alternate foreman of which will be assigned to oversee services and be on sight at all times. The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule.

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## VILLAGE OF WINNETKA, ILLINOIS

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- c. Meetings. The Foreman will meet with the Director of Public Works or his designee Operations on a bi-weekly basis, more frequently if necessary, to discuss schedules, problems, needs and mutual areas of concern. The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests

**15) WORKING HOURS:**

The Contractor shall schedule normal work activities, exclusive of Village holidays, during normal working hours 7:00AM to 7:00PM Monday thru Friday. Permission to work on weekends or during different times may be granted on a case by case basis if the Village deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Village. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations.

**16) SECURITY AND ACCESS:**

The Contractor will be working in several areas which have limited access. All such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

**17) CONTRACTOR ACCESS:**

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

**18) PERSONNEL REQUIREMENTS:**

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees.

**19) SPECIAL AND UNFORESEEN WORK:**

Due to the generalized nature of the work under this agreement, instances may occur where the Village desires to have additional landscaping installed beyond the original intent of this agreement. Payment for these services will be made based on the bid proposal hourly rate submitted to these specifications and any negotiations between the Contractor and the Director of Public Works or his designee, prior to the performance of the additional work.

### END OF SPECIAL CONDITIONS

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VILLAGE OF WINNETKA, ILLINOIS

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**BID #016-004  
SPECIFICATIONS**

**GENERAL SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES**

**Areas:** Various locations throughout the Village.

**Dates:** Landscape maintenance services are to begin March 15, 2016 and to be completed by November 20, 2016.

**Term:** Landscape maintenance services are for a term of 3 years with an optional renewal term of 2 additional years.

The Village of Winnetka uses all prices and answers in the "Bidder Proposed to Furnish" section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

See Exhibit A for Landscape Area's Overview Map.

See Exhibit B for Individual Area Landscaping Map.

**VILLAGE OF WINNETKA, ILLINOIS**

**LANDSCAPE BID ITEM ACTIVITIES AND FREQUENCY:**

<b>Letter</b>	<b>Activity</b>	<b>Definition</b>	<b>Frequency</b>
<b>A</b>	Mowing	Cutting down grass to an acceptable level in designated areas on a routine basis. Also includes weed whipping. Remove clippings as needed.	Weekly
<b>B</b>	Pruning	Cutting/lopping off undesirable twigs, branches, roots, etc. from existing trees, shrubs and plantings in Spring and Fall.	Weekly
<b>C</b>	Trimming	Cutting, clipping, pairing existing trees, shrubs and plantings. No blowers, hand sweeping only from June-September.	Weekly
<b>D</b>	Bed Maintenance	Maintenance of existing plant beds including edging, pruning, trimming, watering, weed control and deadheading. Edging shall include removal of grass from edges of beds as well as curbs, sidewalks, etc. otherwise missed by mowing. Also includes hilling of roses. Hilling shall include the construction of 1' high by 1' wide mounds of soil around the canes of the roses.	Weekly
<b>E</b>	Watering	Application of adequate water to trees, shrubs and plantings including beds.	Daily
<b>F</b>	Weed Control	Application of weed control spray in designated areas to eliminate existing and future unwanted weed growth.	Monthly
<b>G</b>	Trash Collection	Collection and disposal of refuse from existing trash containers in designated areas.	Weekly
<b>H</b>	Litter Pickup	Collection and disposal of miscellaneous refuse items throughout the designated area besides the existing trash containers.	Weekly
<b>I</b>	Mulching	Application, spreading and maintenance of mulch to designated areas. All plantings to be composted and chipped (depending on existing material in place) twice per season. Also includes islands.	Seasonally
<b>J</b>	Deadheading	Removal of dead flower heads from existing plants to encourage further blooming.	Seasonally

**VILLAGE OF WINNETKA, ILLINOIS**

<b>K</b>	Edging	Cleaning up edges of beds; see bed maintenance	Weekly
<b>L</b>	Plantings (Flowers)	Planting of previously selected flowers in designated areas including beds.	As Directed
<b>M</b>	Fertilizer Application	Application of fertilizer in designated areas including grass and beds April- September.	3X/year (Late Spring, Early Summer, Early Fall)
<b>N</b>	Drainage Maintenance	Mowing, trimming, brush removal and litter pickup in designated drainage areas and channels.	As Directed
<b>O</b>	Clean Up (Leaf Collection)	Spring cleanup of winter debris, etc. and fall cleanup of all leaves done as needed.	As Specified
<b>P</b>	Fence line/Guard Rail Trimming	Trimming of areas surrounding fence lines and guard rails	Annually

**PRICING OPTION BID AMOUNTS**

Area	Weekly Price
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$
11	\$
12	\$
13	\$

**VILLAGE OF WINNETKA, ILLINOIS**

14	\$
15	\$
16	\$
17	\$
18	\$

**HOURLY RATES FOR ADDITIONAL MAINTENANCE ACTIVITIES**

**Please note:** The Village may request that a combination of maintenance activities listed below be performed congruently at additional work locations. It shall be understood that in this case a mutually agreed to hourly rate will be determined prior to commencement of work, and shall not be paid for as a combination of the individual hourly rates for each activity.

Maintenance Activity	Hourly Rate
Mowing	\$
Pruning	\$
Bed Maintenance	\$
Watering	\$
Weed Control (Spraying)	\$
Trash Collection	\$
Litter Pickup	\$
Mulching	\$
Trimming	\$
Cultivating	\$
Deadheading	\$
Edging	\$
Plantings (Flowers)	\$
Fertilizer Application	\$

## VILLAGE OF WINNETKA, ILLINOIS

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**1) TERMS:**

This price will be in effect for thirty-six (36) months, with an option for an additional two-year period. Upon mutual agreement, the Village of Winnetka and \_\_\_\_\_ may extend the contract at any time, (automatically renewed annually) but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination. Payment is to be made monthly, due and payable within thirty days of receipt of invoice. The Village of Winnetka agrees to be responsible for payment and understands in the event of non-payment the Village of Winnetka will be responsible for any and all legal fees including attorneys and court costs. \_\_\_\_\_ will provide specified services except when prevented by such emergencies as riots, strikes, accident, acts of God, or other circumstances beyond our control. Holidays are excluded, but may be serviced at an additional charge on a per request basis (i.e. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

**END OF BID SPECIFICATIONS**

VILLAGE OF WINNETKA, ILLINOIS

BID #016-004
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Table with 2 columns: Field Name (Full Name of Bidder, Main Business Address, City, State, Zip Code, Telephone Number, Fax Number, Bid Contact Person, Email Address) and empty space for input.

TO: Village of Winnetka

The undersigned certifies that he is:

the Owner/Sole Proprietor

a Member of the Partnership

an Officer of the Corporation

a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

**VILLAGE OF WINNETKA, ILLINOIS**

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If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the Village to verify references of business and credit at its option.

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this bid shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et set) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**BID AWARD CRITERIA:**

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

**TOTAL BID AMOUNT:**

\$ \_\_\_\_\_  
Total (in figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.  
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

**X**

\_\_\_\_\_  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

**BID MUST BE SIGNED AND NOTARIZED  
FOR CONSIDERATION**

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

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(Notary Public)

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**VILLAGE OF WINNETKA, ILLINOIS**

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**BONDING AND INSURANCE REQUIREMENTS**

The Village of Winnetka reserves the right to require reasonable bonding instruments to ensure performance of the awarded vendor. The bonding requirements for this project are listed below:

<b><u>Instrument Type</u></b>	<b><u>Conditions</u></b>	<b><u>Submittal</u></b>	<b><u>Required</u></b>
Bid/Proposal Security	Not less than <b>10%</b> of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft.	With bid response.	<b>NOT REQUIRED</b>
Performance Bond	<b>100%</b> of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>REQUIRED</b>
Warranty Bond	<b>ONE (1)</b> year warranty bond.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>NOT REQUIRED</b>
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>REQUIRED</b>

**INSTRUMENT DEFINITIONS**

**PROPOSAL SECURITY/BOND:** The security will be returned when the contract is awarded to the successful Offeror. The successful Offeror's security may be held for a period not to exceed ninety (90) days, to allow the Village of Winnetka's measurement of Contractor performance. Failure to perform will result in security forfeiture as liquidated damages to cover the cost of Village of Winnetka's re-proposal costs.

**PERFORMANCE BONDS & LABOR & MATERIALS BONDS:** Performance Bonds will provided by the successful vendor in the amount of 100% of the contract price. Said bond shall be issued by a responsible surety listed in Best's Key Ratings Guide, and shall guarantee the prompt payment of all materials, labor, and protect and save harmless the Village of Winnetka from claims and damages of any kind caused by the performance of the contract. The contractor's bond shall also guarantee the faithful performance of the prevailing wage clause as provided by the contract. Failure to furnish said bonds will result in the forfeiture of the bid deposit as liquidated damages, not as a penalty.

**WARRANTY BOND:** The successful vendor must submit a warranty bond for the period indicated above that ensures that all warranty issues relating to the project herein will be addressed by the vendor during said period.

**CERTIFICATE OF INSURANCE:** The successful vendor should refer to the applicable amount listed and on the Insurance Graph. Said insurance companies must be listed in the Best's Key Ratings Guide.

## INSURANCE REQUIREMENTS

### Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be carried by those providing services to the Village. The insurance is to be arranged so as to protect the contractor or service provider and the Village from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. General guidelines are provided in the attached Exhibit. Before beginning any work for the Village, proof of insurance must be furnished by the contractor or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with this contract.

All insurance provided must be with a company satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

### Section 2 WORKER'S COMPENSATION

All contractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under this agreement, full worker's compensation insurance for all employees whom the contractor or service provider may employ in carrying out the work contemplated under this agreement. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by this agreement.

In addition, the contractor or service provider shall furnish to the Village, satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under this agreement.

### Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried by all contractors or service providers on a comprehensive form and on an occurrence basis. Proof of such coverage shall be furnished to the Village. Such proof shall verify that the coverage includes contractual liability.

### Section 4 AUTOMOBILE LIABILITY INSURANCE

The contractor or service provider shall purchase insurance to cover any liability arising out of the use of any vehicle.

### Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a contractor or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for this contract. In many cases, the limit of liability is \$5,000,000 combined for both bodily injury and property damage is required. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

### Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the contractor or service provider is required to provide certificates of insurance verifying coverage. A standard certificate of insurance form is acceptable. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the contractor or service providers' responsibility for payment of damages resulting from his operations under this agreement.

**VILLAGE OF WINNETKA, ILLINOIS**

**Section 7 INDEMNITY**

The contractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of this agreement.

The required insurance liability for the project outlined in the SPECIFICATIONS section is highlighted in yellow below. Absence of highlighting indicates no proof of insurance is required for this bid:

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker's Compensation and Employers Liability	Comm'l General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Auto Repairs	2	X	X	X			X	X	X		X	X	X	
Buildings – Construction, alteration (including roofing), repair and demolition	5	X	X	X		X	X	X	X	X	X	X		
Buildings – Maintenance & Repair (Plumbing, HVAC, electrical, etc.)	2	X	X	X		X	X	X	X	X	X	X		
Delivery and Messenger Services	2	X	X	X			X	X	X		X	X		
Guard Services	2	X	X	X			X	X	X		X	X		
Janitorial Services and Window Washing	2	X	X	X			X	X	X		X	X		
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
Maintenance & Repair of Office Machines	2	X	X	X			X	X	X	X				
Movie Making	5	X	X	X			X	X	X		X	X		
Permits – Use of Village facilities for meetings	2	X	X		X			X						
Road and Street Construction	5	X	X	X		X	X	X	X	X	X	X		
Rubbish Removal (Scavengers)	5	X	X	X			X	X	X		X	X		
Sewer & Water – Repair and Installation	5	X	X	X		X	X	X	X	X	X	X		
Sidewalk Construction	2	X	X	X		X	X	X	X		X	X		
Special Events – Fireworks, amusement rides, etc.	5	X	X	X			X	X	X		X	X		
Surveys – Aerial	5	X	X	X			X	X	X					X
Surveys – Ground	2	X	X	X			X	X	X		X	X		
Tree Removal, Installation, Trimming	5	X	X	X		X	X	X	X		X	X		
Uniform Supply	2	X	X	X			X	X	X		X	X		

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## VILLAGE OF WINNETKA, ILLINOIS

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### VENDOR COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

#### Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true.
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder is not barred from entering into this contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

#### Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

#### Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

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## VILLAGE OF WINNETKA, ILLINOIS

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During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) 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 all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, 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 such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
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 Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **Section 4: ILLINOIS DRUG FREE WORK PLACE ACT**

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
  - i. Abide by the terms of the statement;
  - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

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## VILLAGE OF WINNETKA, ILLINOIS

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4. Establishing a drug free awareness program to inform employees about:
  - i. The dangers of drug abuse in the work place;
  - ii. The policy of maintaining a drug-free work place;
  - iii. Any available drug counseling, rehabilitation or employee assistance programs;
  - iv. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
  - i. Take appropriate action against such employee up to and including termination;
  - or
  - ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

### **Section 5: SEXUAL HARASSMENT POLICY**

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

**VILLAGE OF WINNETKA, ILLINOIS**

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**Section 6: VENDOR INFORMATION**

**1. Is the bidder a publicly traded company? (Yes or No)**

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

**2. Is the bidder 50% or more owned by a publicly traded company? (Yes or No)**

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Print or type)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

-Seal-

**2016 VILLAGE LANDSCAPE MAINTENANCE SERVICES**

**DATE: 2/17/2016**

		CHRISTY WEBBER LANDSCAPES 2900 FERDINAND ST CHICAGO, IL 60612	ANTHONY SCOPELLITI LANDSCAPING P.O. BOX 68 WINNETKA, IL 60093	FLECK'S LANDSCAPING 210 INDUSTRIAL LN WHEELING, IL 60090	HERRERA LANDSCAPING 8836 LINCOLNWOOD DR EVANSTON, IL 60203	A. GONZALEZ INC. 35040 N. WILSON RD INGLESIDE, IL 60041
ITEM	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE
AREA 1	WEEKLY	\$4,161.00	\$200.00	\$385.00	\$212.65	\$214.65
AREA 2	WEEKLY	\$4,161.00	\$150.00	\$159.00	\$85.06	\$214.65
AREA 3	WEEKLY	\$4,161.00	\$68.00	\$197.00	\$170.12	\$214.65
AREA 4	WEEKLY	\$4,161.00	\$50.00	\$24.00	\$42.53	\$143.10
AREA 5	WEEKLY	\$4,161.00	\$259.00	\$167.00	\$637.95	\$286.20
AREA 6	WEEKLY	\$4,161.00	\$290.00	\$294.00	\$850.60	\$357.75
AREA 7	WEEKLY	\$4,161.00	\$120.00	\$250.00	\$297.71	\$214.65
AREA 8	WEEKLY	\$4,161.00	\$320.00	\$540.00	\$637.95	\$429.30
AREA 9	WEEKLY	\$4,161.00	\$545.00	\$663.00	\$297.71	\$572.40
AREA 10	WEEKLY	\$4,161.00	\$100.00	\$240.00	\$170.12	\$286.20
AREA 11	WEEKLY	\$4,161.00	\$13.00	\$120.00	\$21.27	\$71.55
AREA 12	WEEKLY	\$4,161.00	\$800.00	\$1,303.00	\$425.30	\$1,073.25
AREA 13	WEEKLY	\$4,161.00	\$25.00	\$16.00	\$85.06	\$71.55
AREA 14	WEEKLY	\$4,161.00	\$50.00	\$61.00	\$42.53	\$143.10
AREA 15	WEEKLY	\$4,161.00	\$95.00	\$212.00	\$85.06	\$143.10
AREA 16	WEEKLY	\$4,161.00	\$10.00	\$143.00	\$42.53	\$71.55
AREA 17	WEEKLY	\$4,161.00	\$103.00	\$216.00	\$127.59	\$214.65
AREA 18	WEEKLY	\$4,161.00	\$32.00	\$126.00	\$21.27	\$71.55
<b>TOTAL WEEKLY AMOUNT</b>		<b>\$4,161 (a)</b>	<b>\$3,230.00</b>	<b>\$5,116.00</b>	<b>\$4,253.01</b>	<b>\$4,793.85</b>
<b>TOTAL BID AMOUNT</b>	<b>AS CALCULATED (As calculated assumes a 36 week contract period)</b>	<b>\$149,796.00</b>	<b>\$116,280.00</b>	<b>\$184,176.00</b>	<b>\$153,108.36</b>	<b>\$172,578.60</b>
	<b>AS READ</b>	<b>\$149,796.00</b>	<b>\$3,230/week (b)</b>	<b>\$163,712.00 (c)</b>	<b>\$408,288.96 (d)</b>	<b>\$167,784.75 (e)</b>
<b>ADDITIONAL HOURLY ACTIVITIES</b>						
MOWING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
PRUNING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
BED MAINTENANCE	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
WATERING	HOURLY	\$35.00	\$24.00	\$45.00	\$38.70	\$148.75
WEED CONTROL (SPRAYING)	HOURLY	\$35.00	\$24 + material	\$55.00	\$25.80	\$149.70
TRASH COLLECTION	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$23.85
LITTER PICKUP	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$47.70
MULCHING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
TRIMMING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
CULTIVATING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
DEADHEADING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$71.55
EDGING	HOURLY	\$35.00	\$24.00	\$35.00	\$25.80	\$112.50
PLANTINGS (FLOWERS)	HOURLY	\$49.50	\$24 + material	\$35.00	\$25.80	\$71.55
FERTILIZER APPLICATION	HOURLY	\$50.00	\$24 + material	\$35.00	\$67.80	\$66.50

(a) Christy Webber provided a weekly lump sum for all landscape areas of \$4,161.

(b) Anthony Scopelliti provided a total bid amount as a weekly amount. Staff multiplied \$3,230 by 36 weeks to get \$116,280.

(c) Fleck's provided a total bid amount of \$163,712. Staff calculated an annual amount of \$184,176 based on their weekly amount of \$5,116 for 36 weeks.

(d) Herrera Landscaping provided a 3-year total as their total bid amount of \$408,288.96. Staff calculated the annual amount by multiplying \$4,253 by 36 weeks.

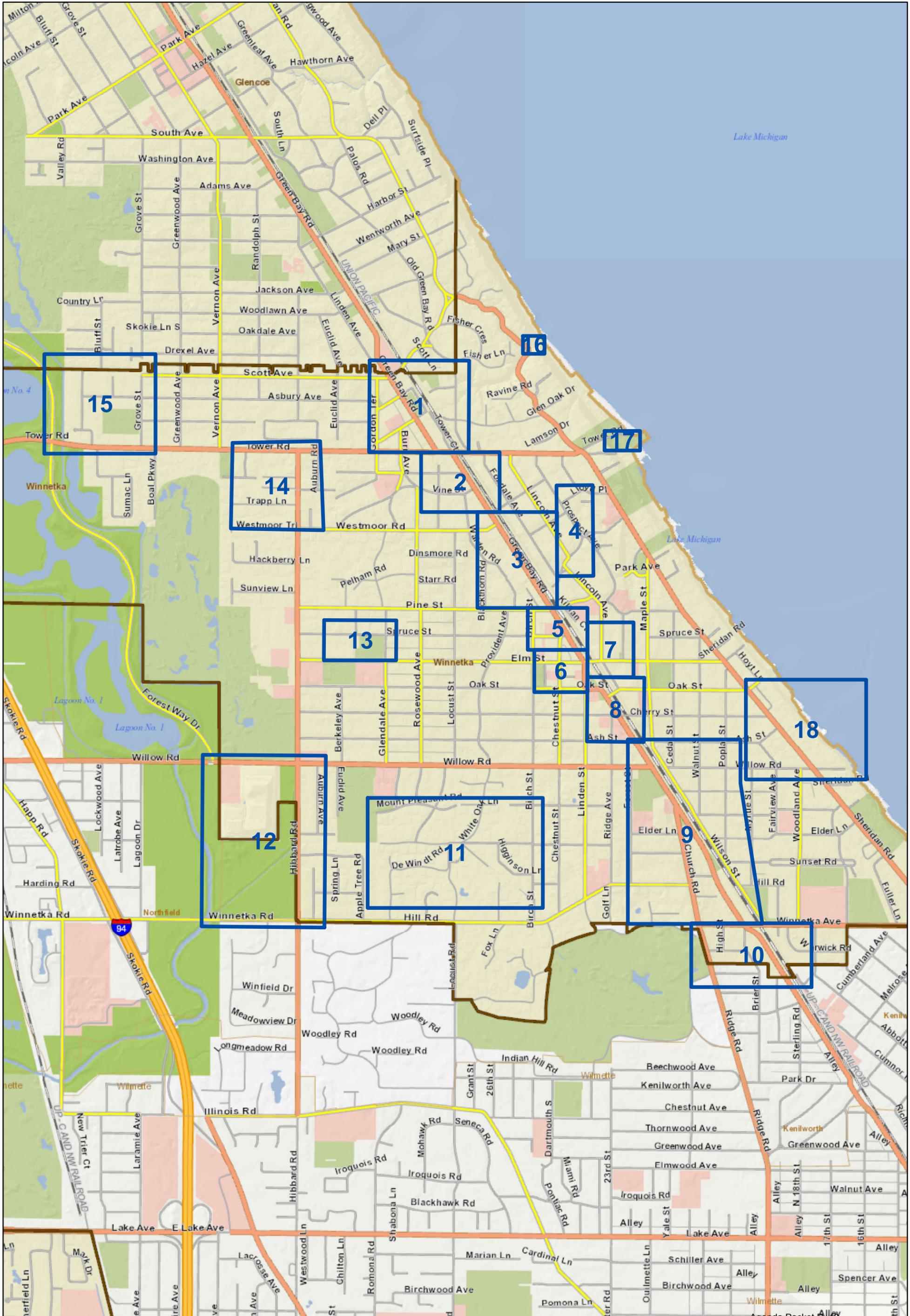
(e) A. Gonzalez Inc. provided a total bid amount of \$167,784.75. Staff calculated an annual amount of \$172,578.60 based on their weekly amount of \$4,793.85.



# Landscaping Maintenance

Village of Winnetka

Date: 1/8/2016





## Agenda Item Executive Summary

**Title:** Resolution No. R-7-2016: Sixth Extension of Landscape Waste Hauling Contract (Adoption)

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

**Item History:**

2016 Budget Item

**Executive Summary:**

The Village has a contract with Thelen Sand & Gravel of Antioch, IL to provide transport and disposal services for yard waste collected by the Village of Winnetka refuse collection operations. Under State of Illinois law, yard waste may no longer be disposed of in landfills, but must be composted. The Village of Winnetka maintains a landscape waste transfer station at the Village’s closed landfill at 1390 Willow Road. Operationally, the Village collects the landscape waste with its refuse collectors and deposits it at the transfer site on the landfill. Thelen then hauls the material offsite within 72 hours of deposit, and composts the material at their compost site in Antioch.

The current contract was initiated for the period April 1, 2006 through March 31, 2007, at a contract price of \$6.94 per cubic yard. The contract allows for up to 5 one-year extensions with a rate adjustment based on the percent change in the Chicago CPI. The contract price was adjusted to \$7.00 in 2007, and Thelen has agreed to hold their price ever since. The operation has gone extremely smoothly over the life of the contract. Last year Thelen requested to extend the contract with all original terms, conditions and to hold pricing. Thelen again wishes to extend the contract for an additional year. Staff has been very pleased with the operation and also wishes to extend the contract. Thelen has agreed to hold their prices at the contract rate of \$7.00 per cubic yard.

**Recommendation:**

Consider adopting Resolution No. R-7-2016 waiving bidding requirements and authorizing a sixth one-year extension of the current landscape waste hauling contract with Thelen Sand & Gravel of Antioch, IL for \$7.00 per cubic yard.

**Attachments:**

- Resolution No. R-7-2016
- Extension agreement
- Price extension letter

**RESOLUTION NO. R-7-2016**

**A RESOLUTION APPROVING A SIXTH AMENDMENT TO AN AGREEMENT  
WITH THELEN SAND AND GRAVEL, INC.  
FOR LANDSCAPE WASTE REMOVAL WORK**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, on March 7, 2006, the Village entered into an agreement (“*Agreement*”) with Thelen Sand and Gravel, Inc. (“*Contractor*”), for the performance of work necessary to remove and haul landscape waste (“*Work*”); and

**WHEREAS**, pursuant to the Agreement, the initial term of the Agreement expired on March 31, 2007 and the Agreement was renewed annually through March 31, 2011; and

**WHEREAS**, the Village and the Contractor have amended and extended the Agreement for five additional one-year extension terms, and the fifth extension term will expire on March 31, 2016; and

**WHEREAS**, the Village Council desires to enter into a sixth amendment to the Agreement (“*Sixth Amendment*”) to extend and renew the Agreement for a sixth extension term that will expire on March 31, 2017 (“*Extension Term*”); and

**WHEREAS**, the Village has appropriated sufficient funds for the procurement of the Work pursuant to the Sixth Amendment during the Extension Term; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council desires to waive competitive bidding and enter into the Sixth Amendment with Contractor for the performance of the Work during the Extension Term; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Sixth Amendment with Contractor;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

**SECTION 1: RECITALS.** The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF SIXTH AMENDMENT.** The Village Council approves the Sixth Amendment in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE SIXTH AMENDMENT.** The Village Council authorizes and directs the Village President and the Village Clerk to execute and

March 1, 2016

**R-7-2016**

attest, respectively, on behalf of the Village, the final Sixth Amendment after receipt by the Village Manager of two executed copies of the final Sixth Amendment from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Sixth Amendment from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Sixth Amendment will, at the option of the Village Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

**ADOPTED** this 1<sup>st</sup> day of March, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**SIXTH AMENDMENT**

**SIXTH AMENDMENT TO AGREEMENT  
BETWEEN THE VILLAGE OF WINNETKA AND  
THELEN SAND AND GRAVEL, INC.  
FOR LANDSCAPE WASTE REMOVAL WORK**

**THIS IS A SIXTH AMENDMENT** (“*Sixth Amendment*”), dated as of \_\_\_\_\_, 2016, to that certain Agreement dated as of March 7, 2006 (“*Agreement*”), between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“*Village*”), and **THELEN SAND AND GRAVEL, INC.**, a Delaware corporation (“*Contractor*”).

**RECITALS**

**WHEREAS**, on March 7, 2006, the Village and the Contractor entered into the Agreement for the Contractor to remove and haul landscape waste from a landscape waste transfer site owned by the Village (“*Work*”); and

**WHEREAS**, pursuant to Section V.A of the Agreement, the initial term of the Agreement expired on March 31, 2007 and the Agreement was renewed annually through March 31, 2011; and

**WHEREAS**, the Village and the Contractor have amended and extended the Agreement for five additional one-year extension terms, and the fifth extension term will expire on March 31, 2016; and

**WHEREAS**, the Village and the Contractor desire to: (i) extend and renew the Agreement until March 31, 2017 (“*Extension Term*”); and (ii) set forth the fees the Village will pay Contractor for the performance of the Work during the Extension Term, all in accordance with the provisions of this Sixth Amendment;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Sixth Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

**SECTION 1. RECITALS.**

The foregoing recitals are hereby incorporated into, and made a part of, this Sixth Amendment as if fully set forth herein.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

**A. Definitions.** All initial-capitalized words and phrases used throughout this Sixth Amendment have the meanings set forth in the various provisions of this Sixth Amendment. If a word or phrase is not specifically defined in this Sixth Amendment, it has the same meaning as in the Agreement.

**B. Rules of Construction.** Except as specifically provided in this Sixth Amendment, all terms, provisions and requirements contained in the Agreement remain

unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Sixth Amendment, the text of this Sixth Amendment controls.

**SECTION 3. EXTENSION AND RENEWAL.**

The Village and the Contractor hereby extend and renew the Agreement for the Extension Term, which will expire on March 31, 2017.

**SECTION 4. FEES.**

Notwithstanding any contrary provision of the Agreement or of any previous amendment and extension of the Agreement, during the Extension Term the Village will pay the Contractor for the Work at the rate of \$7.00 per cubic yard of landscape waste removed and hauled from the landscape waste transfer site by the Contractor. All references in the Agreement to compensation for the Work will hereafter be deemed to refer to the compensation set forth in this Section 4.

**SECTION 5. REPRESENTATIONS.**

**A. By Village.** The Village hereby represents and warrants that: (1) the persons executing this Sixth Amendment on its behalf have been properly authorized to do so by the Village Council of the Village of Winnetka; (2) it has full power and authority to execute and deliver this Sixth Amendment and to perform all of its obligations imposed pursuant to this Sixth Amendment; and (3) this Sixth Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

**B. By Contractor.** The Contractor hereby represents and warrants that: (1) the persons executing this Sixth Amendment on its behalf have full authority to bind the Contractor to the obligations set forth in this Sixth Amendment and to so act on behalf of the Contractor; (2) it has full power and authority to execute and deliver this Sixth Amendment and to perform all of its obligations imposed pursuant to this Sixth Amendment; and (3) this Sixth Amendment constitutes a legal, valid and binding obligation of the Contractor enforceable in accordance with its terms.

**SECTION 6. COUNTERPART EXECUTION.**

This Sixth Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Sixth Amendment to the Agreement as of the day and year first above written.

**VILLAGE:**

**VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Robert M. Bahan  
Village Clerk

By: \_\_\_\_\_  
E. Gene Greable  
Village President

**CONTRACTOR:**

**THELEN SAND AND GRAVEL, INC.**  
a Delaware corporation

**ATTEST:**

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

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

#39348471\_v1



Illinois Orders

(847) 395-3313 Antioch

(815) 675-6613 Spring Grove

(847) 662-0760 Waukegan

**Sand & Gravel, Inc.**

28955 W Rte 173, Antioch, IL 60002

Wisconsin Orders

(262) 862-2324

(800) 537-2324

Doing business in Wisconsin as Wilmot Ready-Mix & Westosha Airport  
Ready-Mixed Concrete • Aggregates • Excavating • Septics • Building Materials

January 28, 2016

Village of Winnetka  
510 Greenbay Road  
Winnetka, IL 60093

Fax#: 847-716-3561

E mail: [pmoran@winnetka.org](mailto:pmoran@winnetka.org)

Phone #: 847-716-3262

Skip Moran,

This is a request to renew Village of Winnetka contract for Leaf Hauling/Disposal Services for one additional year at the same pricing structure as in 2015. All original terms, conditions and pricing are in effect for the term of this requested renewal. The extension period would be valid for the 2016 Leaf Season.

If you have any questions or concerns, please contact Tim Krum, General Manager at 847-514-5012. Thelen Sand & Gravel, Inc. is looking forward to providing the Village of Winnetka with the service and reliability as in the past.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Krum", written over a horizontal line.

Tim Krum  
General Manager



## Agenda Item Executive Summary

**Title:** Resolution No. R-8-2016: Approving an Agreement with Prescient Solutions (Adoption)

**Presenter:** Nicholas A. Mostardo, Interim Assistant Finance Director

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

The Village's Data Processing Department has historically secured networking and IT support from an outside consultant. This arrangement has led to an extremely reliable internal Village network with minimal downtime from technology-related issues. The Village has been well-served by the incumbent, Prescient Solutions, for the past five years.

### Executive Summary:

The Village's current agreement with Prescient Solutions expired on January 31, 2016.

Under the previous agreement, Prescient provided an on-site IT support consultant twice a week for eight (8) hours each day. The fixed monthly charge for this service is \$4,333.33, or \$52,000 annually. Each Department has a specific budget to help support this cost, and charges are assigned to the Departments based on a monthly work report submitted by the consultant.

Staff has negotiated a one-year extension with Prescient solutions that would allow them to provide services through January 31st, 2017. There would be no price increase associated with the extension and all other contract terms would remain the same. Resolution No. R-8-2016 would authorize the execution of a contract addendum with Prescient Solution for this extension.

Because it has been a number of years since this service was made available to the open market, the Finance Department will be compiling a public RFP document during the third quarter of 2016 in effort to secure a new long-term agreement.

### Recommendation:

Staff recommends that Council consider adopting Resolution No. R-8-2016, "Approving an Agreement with Prescient Solutions".

### Attachments:

- 1) Resolution No. R-8-2016, "Approving an Agreement with Prescient Solutions"
- 2) Exhibit A: Prescient Solutions Contract Addendum

**RESOLUTION R-8-2016**

**A RESOLUTION APPROVING EXTENSION AND RENEWAL OF AN AGREEMENT  
WITH PRESCIENT DEVELOPMENT, INC.  
FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, on December 1, 2011, the Village entered into an agreement (“*Agreement*”) with Prescient Development, Inc. (“*Consultant*”), for the performance of information technology services (“*Services*”); and

**WHEREAS**, the Agreement expired on January 31, 2016; and

**WHEREAS**, Consultant has performed the Services to the satisfaction of the Village;  
and

**WHEREAS**, the Village desires to extend and renew the Agreement under the same terms and conditions until January 31, 2017 by entering into an addendum to the Agreement with Consultant (“*Addendum*”); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Addendum with Consultant;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

**SECTION 1: RECITALS.** The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF ADDENDUM.** The Village Council approves the Addendum in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE ADDENDUM.** The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Addendum after receipt by the Village Manager of two executed copies of the final Addendum from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Addendum from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Addendum will, at the option of the Village Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

March 1, 2016

**R-8-2016**

**ADOPTED** this 1st day of March, 2016, pursuant to the following roll call vote:

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

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

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

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**ADDENDUM**

**ADDENDUM  
TO THE SERVICES AGREEMENT BETWEEN  
VILLAGE OF WINNETKA AND  
PRESCIENT DEVELOPMENT, INC.  
EFFECTIVE FEBRUARY 1, 2016**

**THIS ADDENDUM**, made and entered into as of the date of the last signature hereto, supplements and amends the Services Agreement between Village of Winnetka ("Winnetka") and Prescient Development, Inc. ("Prescient") dated December 1, 2011 (hereinafter the "Contract").

This addendum describes the Pricing and Terms and Termination of the Services Agreement and is hereby made an integral part of the Services Agreement.

All of the capitalized terms not otherwise defined in the Addendum have the same meaning as contained in the Contract. The following sections or paragraphs replace or are in addition to the respective sections or paragraphs contained in the Contract. In the event of conflict between this Addendum and the Contract, the terms contained in this Addendum shall prevail. The sections or paragraphs of the Contract that are not expressly replaced by this Addendum shall remain in effect for this project pursuant to their terms.

**2. PRICING, INVOICING, AND PAYMENT TERMS**

2.1. Winnetka will pay Prescient for Services rendered by Prescient's employees, at the pricing set forth in Attachment C, or at such pricing as agreed upon in a signed written Work Order requesting services other than Services set forth in Attachment C. In addition to payment for Services, Winnetka will pay or reimburse Prescient: (i) all pre-approved hardware purchases and related and other expenses charged to Winnetka in carrying out its responsibilities and duties hereunder; and (ii) all costs and expenses (including, but not limited to, business and travel) incurred in performing Services for all of Prescient's employees assigned to Winnetka provided, however, upon request of Winnetka Prescient shall submit a statement in reasonable detail reporting such expenditures.

**4. TERM AND TERMINATION**

4.1. This Agreement shall be deemed to have commenced on the Effective Date and shall continue for a period of one (1) year or until terminated as hereinafter provided (the "Term"). For purposes hereof, the Effective Date means February 1, 2016.

Upon the expiration of the Term, Winnetka shall have the option to extend this Agreement for an additional three (3)-year period (the "Additional Term"). The

Additional Term shall be on the same terms and conditions as the Term. In the event Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Term. Prescient shall have the right to refuse Winnetka option by providing Winnetka with written notice of said refusal; however, in such an event, this Agreement shall terminate one hundred eighty (180) days after Winnetka's receipt of said refusal.

4.2. Both Prescient and Winnetka shall have the right to immediately terminate this Agreement in whole in the event of any material breach of the obligations set forth in this Agreement by the other Party, other than Winnetka's failure to pay Prescient's invoices in accordance with the provisions of Section 2, upon written notice.

4.3. Prescient shall have the right to terminate this Agreement in whole in the event Winnetka fails to pay Prescient's invoices in accordance with the provisions of Section 2 by providing ten (10) business days prior written notice to Winnetka of its intent to terminate this Agreement pursuant to the provisions of this Section 4.3.

4.4. Following the commencement of Services, either Party shall have the right to terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice thereof.

4.5. In the event of termination of this Agreement, Prescient will remove its Consultant's from performing Services from and after the date of termination. However, with respect to current Work Orders, each Consultant will continue the assignment through the period of time referenced on such Work Order unless it is determined there is a failure to perform the job function required, or the assignment has terminated for other reasons, provided, however, Prescient may remove its Consultants from assignment at Winnetka prior to completion of assignment if the reason for termination was Winnetka's failure to pay Prescient in accordance with the provisions of Section 2.

4.6. Non-Solicitation. During the term of this Agreement and for a period of two years following the end of the Term (or any Additional Term if applicable) for any reason, except with the prior written consent of the other party, each party agrees that it will not, directly or indirectly, on its own behalf or on behalf of any other person or entity:

(a) Solicit, induce or attempt to solicit or induce for hire, employment or other work arrangement any then current employee of the other party or any individual who was an employee of the other party within the one year period prior to such solicitation, inducement or attempted solicitation or inducement (collectively "Employee");

(b) Hire, employ, or utilize the services of, whether directly, indirectly or through a third party, any Employee of the other party; and/or

(c) Engage in any act that would interfere or attempt to interfere with the relationship between the other party and any Employee or attempt in any manner to cause an Employee to modify or terminate its relationship with the other party.

4.7. The Parties further agree that the provisions of Sections 2, 3, 4, 7, 8 and 9 shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

Village of Winnetka  
An Illinois municipality

PRESCIENT DEVELOPMENT, INC.  
An Illinois corporation

By: \_\_\_\_\_  
Nick Mostardo

By:  \_\_\_\_\_  
James Lagattuta

Its: \_\_\_\_\_

Its: CEO

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

Date: 2-1-16



## Agenda Item Executive Summary

**Title:** Resolution No. R-9-2016: Parkway Tree Trimming, Removal, and Maintenance Contract (Adoption)

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 03/01/2016

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

**Consent:**  YES  NO

### Item History:

On February 5, 2016, pursuant to a competitive bidding process, Village staff opened bids for parkway tree trimming, removal, and maintenance. Six bidders responded to the Village's request for bids with submissions.

### Executive Summary:

While the lowest price for Tree and Stump Removal was provided by Kinnucan Tree Experts, the second lowest price for this work – only \$800 higher – was submitted by Advanced Tree Care. Advanced Tree Care also submitted the lowest price for Parkway Tree Trimming. The bidding documents were structured to allow awarding each section of work to a separate contractor, or to combine awards in whichever way serves the best interest of the Village. In this case, although Kinnucan's bid price for Tree and Stump Removal work is \$800 lower than Advanced Tree Care, there are operational and administrative efficiencies for Village staff associated with managing one contract as opposed to two that will offset the slightly higher contract cost.

Nels Johnson Tree Experts provided the lowest price per crew-hour - \$275 - for Emergency Time/Material Work.

Advanced Tree Care has never been awarded contractual work by the Village of Winnetka, however they provided a number of municipal references with their bid document. Staff has checked these references, as well as an additional community that was not listed, and has determined that Advanced Tree Care is a qualified contractor for this work.

Based upon staff experience and checks of other references, as well as bid prices, staff recommends that the Parkway Tree and Stump Removal and Parkway Tree Trimming contracts be awarded to Advanced Tree Care. Staff also recommends that the Emergency T&M Work be awarded to Nels Johnson Tree Experts.

The FY 2016 Budget contains \$180,000 for parkway tree maintenance, trimming, and removal. The contract bid amounts provided by Advanced Tree Care total \$215,650, which exceeds the Village's budget for the work, so staff will carefully monitor the work under this unit price contract to assure that budget limits are maintained.

### Recommendation:

Consider adoption of Resolution No. R-9-2016 awarding contracts for Parkway Tree and Stump Removal and Parkway Tree Trimming to Advanced Tree Care Company, and a contract for Emergency Time & Material work to Nels Johnson Tree Experts.

### Attachments:

- Agenda Report
- Resolution No. R-9-2016
- Bid Tabulation

## AGENDA REPORT

**SUBJECT:**                **Resolution R-9-2016: Parkway Tree Trimming, Removal, and Maintenance Contracts**

PREPARED BY:        Steven M. Saunders, Director of Public Works/Village Engineer

DATE:                    February 18, 2016

On February 5, 2016, pursuant to a competitive bidding process, Village staff opened bids for parkway tree trimming, removal, and maintenance. Six bidders responded to the Village’s request for bids with submissions. The low bids for each contract are highlighted, and the bids are summarized as follows:

<b>Contractor</b>	<b>Parkway Tree &amp; Stump Removal (Total)</b>	<b>Parkway Tree Trimming (Total)</b>	<b>Emergency T&amp;M Work (\$/crew-hour<sup>1</sup>)</b>
Advanced Tree Care	<i><b>\$143,700</b></i>	<i><b>\$71,950</b></i>	\$350
Kinnucan Tree Experts	\$142,900	\$128,178	\$445
Landscape Concepts Management	\$182,725	\$92,900	\$535
Nels Johnson Tree Experts	\$192,900	\$83,700	<i><b>\$275</b></i>
Arborworks, Inc.	\$175,000	\$115,600	\$415
Trees “R” Us	\$226,000	\$105,100	\$560

While the lowest price for Tree and Stump Removal was provided by Kinnucan Tree Experts, the second lowest price for this work – only \$800 higher – was submitted by Advanced Tree Care. Advanced Tree Care also submitted the lowest price for Parkway Tree Trimming. The bidding documents were structured to allow awarding each section of work to a separate contractor, or to combine awards in whichever way serves the best interest of the Village. In this case, although Kinnucan’s bid price for Tree and Stump Removal work is \$800 lower than Advanced Tree Care, there are operational and administrative efficiencies for Village staff associated with managing one contract as opposed to two that will offset the slightly higher contract cost.

Nels Johnson Tree Experts provided the lowest price per crew-hour - \$275 - for Emergency Time/Material Work.

Advanced Tree Care has never been awarded contractual work by the Village of Winnetka, however they provided a number of municipal references with their bid document. Staff has checked these references, as well as an additional community that was not listed, and has determined that Advanced Tree Care is a qualified contractor for this work.

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<sup>1</sup> Crew composed of 1 Crew Leader, 1 Trimmer, 1 Ground Man, 1 Aerial Truck, 1 Chipper Truck

Based upon staff experience and checks of other references, as well as bid prices, staff recommends that the Parkway Tree and Stump Removal and Parkway Tree Trimming contracts be awarded to Advanced Tree Care. Staff also recommends that the Emergency T&M Work be awarded to Nels Johnson Tree Experts.

**Budget Information**

The FY 2016 Budget contains \$180,000 for parkway tree maintenance, trimming, and removal. The contract bid amounts provided by Advanced Tree Care total \$215,650, which exceeds the Village's budget for the work, so staff will carefully monitor the work under this unit price contract to assure that budget limits are maintained.

**Recommendation:**

Consider adoption of Resolution R-9-2016 awarding contracts for Parkway Tree and Stump Removal and Parkway Tree Trimming to Advanced Tree Care Company, and a contract for Emergency Time & Material work to Nels Johnson Tree Experts.

**Attachments:**

1. Resolution R-9-2016
2. Bid Tabulation

**RESOLUTION NO. R-9-2016**

**A RESOLUTION APPROVING CONTRACTS WITH  
ADVANCED TREE CARE, INC., FOR  
PARKWAY STUMP REMOVAL AND TREE TRIMMING WORK  
AND NELS J. JOHNSON TREE EXPERTS, INC., FOR  
EMERGENCY TIME AND MATERIAL TREE TRIMMING WORK**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village has appropriated funds for the procurement of the following work related to trees located on Village parkways: (i) tree stump removal; (ii) tree trimming; and (iii) emergency work (collectively, "**Work**"); and

**WHEREAS**, on January 11, 2016, the Village requested bids for the performance of the Work; and

**WHEREAS**, the Village received six bids for the Work and opened the bids on February 5, 2016; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that: (i) Advanced Tree Care, Inc. ("**Advanced**"), is the lowest responsible bidder for the combined tree stump removal and tree trimming Work; and (ii) Nels J. Johnson Tree Experts, Inc. ("**Johnson**"), is the lowest responsible bidder for the emergency Work; and

**WHEREAS**, the Village Council desires to enter into: (i) a contract with Advanced for the performance of the tree stump removal and tree trimming Work in an amount not to exceed \$180,000.00 ("**Advanced Contract**"); and (ii) a contract with Johnson for the performance of the emergency Work at the rate of \$275.00 per hour per crew ("**Johnson Contract**") (collectively, "**Contracts**"); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contracts with Advanced and Johnson;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

**SECTION 1: RECITALS.** The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF CONTRACTS.** The Village Council hereby approves the Advanced Contract and the Johnson Contract in substantially the form of the bid specifications attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Attorney.

March 1, 2016

**R-9-2016**

**SECTION 3: AUTHORIZATION TO EXECUTE CONTRACTS.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contracts after receipt by the Village Manager of two executed copies of the final Contracts from Advanced and Johnson, respectively; provided, however, that if the Village Manager does not receive two executed copies of the respective final Contracts from Advanced or Johnson within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the applicable Contract will, at the option of the Village Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 1<sup>st</sup> day of March, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT SPECIFICATIONS**

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**VILLAGE OF WINNETKA, ILLINOIS**

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**GENERAL CONDITIONS**

**1) ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**2) ADDENDUM AND SUPPLEMENT TO REQUEST FOR BIDS (RFB):**

If it becomes necessary or advisable to revise any part of this RFB or if additional data is necessary to enable the exact interpretation of provisions of this RFB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. Adobe Acrobat Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

**3) APPLICABLE CODES AND ORDINANCES:**

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

**4) CHANGES:**

The Village of Winnetka reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between the Village of Winnetka and the successful bidder subject to approval by the Village of Winnetka corporate authorities, if applicable.

**5) COMMENCEMENT OF WORK:**

The successful bidder must not commence any billable work prior to the Village's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the bidder's risk.

**6) COMMUNICATIONS:**

In an effort to create a more competitive and unbiased procurement process, the Village of Winnetka desires to establish a single point of contact throughout the procurement process. From the issue date of this RFB, until a bid is awarded, all requests for clarification or additional information regarding this RFB, or contacts with the Village personnel concerning this RFB or the evaluation process must be solely to the contact person listed on the cover page of this RFB.

A violation of this provision is cause for the Village to reject the Bidder's submittal. If it is later discovered that a violation has occurred, the Village may reject any bid or terminate any contract awarded pursuant to this RFB. No contact regarding this document with other Village employees is permitted.

**7) CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY:** It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) be considered and treated by Contractor as the Village's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

**8) CONTRACTOR PERFORMANCE:** The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the Village. Failure to comply with any statutory requirements shall be deemed a performance breach.

## VILLAGE OF WINNETKA, ILLINOIS

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**9) DISCIPLINE:**

Nothing herein shall be construed to imply that the Village of Winnetka is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

**10) DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**11) ENDORSEMENTS:**

Contractor shall not use the name, seal or images of the Village of Winnetka in any form of endorsement to any third-party without the Village's written permission.

**12) F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the Village of Winnetka's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

**13) FORCE MAJEURE:**

The Village of Winnetka shall not hold Contractor liable for an extraordinary interruption of events or damage of Village property by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

**14) HOLDING OF BIDS:**

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the Village's loss in re-bidding.

**15) INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Village and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Village does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

## VILLAGE OF WINNETKA, ILLINOIS

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### 16) LAW GOVERNING:

The RFB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

### 17) LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

### 18) MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Financial Services Coordinator or their designee.

### 19) MISCELLANEOUS REQUIREMENTS:

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

### 20) NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

### 21) PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the Village of Winnetka, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the Village of Winnetka whenever infringement will result from Contractor's adherence to specifications supplied by the Village or by an authorized Village representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the Village of Winnetka, its Officers, agents or employees therein.

### 22) PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Village shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

### 23) PROTEST:

No protest shall be based on a matter or issue which could have been raised as a question prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Finance Director. Protests shall be made in writing to the Finance Director and shall be filed within three (3) business days of final approval and acceptance of the bid by the Village Council. A protest is considered filed when received by the Finance Director. The written protest shall include the name and address of the protestor, the RFB number, a statement of the specific reasons for the protest and supporting exhibits. The Finance Director will respond to the written protest with a written determination as soon as practical. The Finance Director's decision relative to the protest shall be final.

Upon receipt of a protest the Village may, but is not required to, delay its order under the awarded contract.

## VILLAGE OF WINNETKA, ILLINOIS

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### **24) RESERVATION OF RIGHTS:**

The Village of Winnetka reserves the right to reject any or all Bids failing to meet the Village's specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Bid is not the most responsible, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the Village. In determining the lowest responsible bidder, the Village shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Village and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFB will result in the disqualification of the bid from further consideration.

The Village further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Village's discretion and shall be made in the best interest of the Village.

### **25) SUBCONTRACTORS:**

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

### **26) TAX:**

The Village of Winnetka does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9998-1246-07. A copy of the exemption letter is available upon written request.

### **27) TERMINATION, CANCELLATION AND DAMAGES:**

This contract may be terminated upon mutual agreement of both parties. The Village may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the Village's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective. If the Village terminates this Contract because of the Contractor's breach or default, the Village shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost to cover, incidental and consequential damages and the cost of re-proposing. The Village may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the Village of Winnetka fails to appropriate funds to enable continued payment of multi-year contracts the Village may cancel the contract without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

### **28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the Village of Winnetka must be notified and approve same in writing.

### **29) VENUE:**

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Second Judicial District in Cook County, Illinois and that Illinois law will control.

### **30) WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

**VILLAGE OF WINNETKA, ILLINOIS**

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**SPECIAL CONDITIONS**

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**END OF SPECIAL CONDITIONS**

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## VILLAGE OF WINNETKA, ILLINOIS

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### BID #016-003 SPECIFICATIONS

#### 1) INTRODUCTION:

The Village of Winnetka is now accepting sealed bids for 2016 tree trimming, tree removal and disposal of all debris resulting from such works.

#### 2) SCOPE OF WORK:

The contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Village of Winnetka. Any and all damage must be reported on a daily basis to the Village Forester or designee.

Trees to be trimmed shall be measured per inch of diameter. The diameter shall be measured at a point four feet six inches (4'6") above the ground level at the tree and will be determined by dividing the measured circumference at this point by 3.1416 or by use of tape marked for direct diameter reading. Measurements will be made prior to removal or trimming of tree. Measurements will be made to the nearest tenth of an inch rounding off to the least whole diameter inch.

Multi-stem or forked trees shall be measured in a slightly different manner. If the tree separates below 4 ½ feet the measurement will be taken at a point approximately 4 1/2 feet above the ground and each stem will be measured and aggregate inches will determine size of tree. Each stem will then be considered a separate tree. If the tree starts to fork at or above 4 1/2 feet or above the ground, then the measurement shall be taken just below the start of the fork.

The Contractor is responsible for removal and disposal of all excess soil, sod, wood debris and refuse from the landscaping operation or tree maintenance operations leaving the site with a clean and neat appearance subject to acceptance by the Village Forester.

All debris from all tree removal and trimming operations shall be removed from each site and from the Village within two hours after the debris has been placed, unless authorized by the Village Forester or his representative. No debris is to remain in the street, parkway or on the sidewalk overnight. Payment for removal and disposal of trimming or removal of debris is to be included in the unit price. The Village is not responsible for any costs incurred to transport and dispose of any tree material debris produced from parkway tree removal, trimming or time and material operations.

Quantities of earth or wood debris determined acceptable by the Village Forester might be disposed of at a location designated by the Village Forester or his representative. Under no circumstance will debris be left on the parkway over the weekend (Saturday and / or Sunday) or a holiday.

It is impossible to estimate with any degree of accuracy the number of trees to be trimmed, removed, including stumps, bolt and cabling or necessary emergency work. The quantities set forth are either estimated or assumed quantities only. Nothing herein shall be construed as an obligation of the Village to order or pay for any quantity of tree trimming, tree or stump removal, bolting and cabling, or emergency work, other than amount determined by the Village Forester.

The Village and Contractor may agree to extend this contract for fiscal year 2017 and 2018 if acceptable to both parties and based on contractor performance.

#### 3) TREE AND STUMP REMOVAL:

##### a) Trees to be Removed

- i. The Contractor shall receive from the Village, lists giving the address, and diameter of the trees to be removed. Trees shall only be removed upon orders of the Village Forester or his authorized representative.

## VILLAGE OF WINNETKA, ILLINOIS

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- ii. Trees marked for removals that extend over and/or through power and/or telephone wires may require topping from a certified line clearance contractor or only wire insulation by the Village Electric Department. The Village will perform all necessary work so that final removal of these trees will not be delayed. It will be the Contractor's responsibility to notify the responsible utility company and make arrangements with the utility company for the topping of these trees, so that final removal of these trees will not be delayed.
  - iii. The Village will pay on a per-inch basis only for all tree removals unless if emergency or storm damaged related and specified by Village Forester.
- b) Tree Removal
- i. The Contractor shall remove, load and haul the tree within twenty-one (21) days of receiving notification of the tree and location by the Village. The Contractor shall remove all debris resulting from tree removal. It shall be necessary to rake and sweep the area after the tree has been felled, cut-up and removed. All removals other than diseased elm trees will occur within twenty-one (21) days after receiving notification of the tree and location from the Village. The Contractor shall remove all dead, dangerous and diseased Dutch Elm trees within 14 days of notification. Such transmittal of notification shall be made by fax or Village work order.
  - ii. The Contractor shall not engage in from the practice of "flopping" the tree. All trees shall be "limbed out" prior to the final cutting of the trunk. Sidewalks, curbs, streets, manhole covers and meter pits shall always be protected from the impact of falling wood by the use of tree or limb ground supports. The stump left from removing the tree shall not exceed a height of five inches above ground.
  - iii. The contractor will be required to follow Illinois Department of Agriculture Emerald Ash Borer Compliance agreement regulations in disposal of all removal and stump debris. The Village will not furnish storage or disposal sites for any debris unless agreed upon. In case of storm or emergency situations outside the removal allowance period, the Village may allow temporary storage of Ash tree debris materials.
- c) Stump Removal
- i. Stumps and buttress roots shall be ground to a depth of not less than eight inches or as designated by the Village Forester below the elevation of the sub grade, the finished earth surface or the ground-line. Stump debris shall be neatly piled near the stump hole. It will be required that all lawns, walks, driveways and streets be raked and swept. The Village will be responsible for backfilling stump holes.ys of notification. Such transmittal of notification shall be made by fax or Village work order.
  - ii. Stump removal operations will be required to commence within 21 days after the tree has been removed or when 14 stumps have accumulated or as directed by the Village Forester, whichever comes first. When stump removal has started, all accumulated stumps must be removed within three days.

#### 4) TREE TRIMMING:

- a) Trimming Standards
  - i. Trimming will be done in accordance with the revised Pruning Standards for Shade Trees, as set forth by the National Arborists Association, and the American National Standards Institute (ANSI A300-2008) and in the manner satisfactory to the Village Forester.
- b) Tree Trimming
  - i. Removal of dead, dying, diseased, interfering, objectionable and weak branches as specified as crown cleaning. Removing all deadwood measuring 1" diameter or greater during crown cleaning.
  - ii. Crown thinning, raising and restoration shall consist of the removal of the described branches on the main trunks and limbs inside the leaf area and any that extends beyond this area. The described branches to 1" (2.5 cm) diameter may remain within the main leaf area to their full length.
  - iii. Prior to scheduled parkway tree trimming, the Contractor shall distribute to each home, a letter explaining the trimming operations. Distribution will occur no less than the day before the work is to be performed. The Village will supply the Contractor with an exhibit of these letters.

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- iv. All cuts to be made at the branch collar close to the parent stem so minimal size-pruning cuts are exposed and healing can readily start.
- v. All limbs one inch or more in diameter must be undercut to prevent splitting and unnecessary wounding to the parent stem. All limbs four inches or more in diameter may need to be lowered to the ground by using proper ropes.
- vi. Remove one or all crossovers or conflicting branches where practicable so the removal will not leave large holes in general outline of the tree.
- vii. Remove limbs over public and private areas that interfere with vehicle or pedestrian travel as directed by the Village Forester. Also, remove all broken branches and stubs. Remove limbs hanging over the roof of a house or other smaller private or public trees. If parkway trees are near public or private overhead utility wires, the Village will not be responsible to pay costs due to additional time and work to prune near wires.
- viii. The painting of all pruning cuts shall be the exception to the ANSI 300 Standards and shall not be applied unless requested by the residents on trees adjacent to their property. If paint is needed, an approved tree wound dressing may be used and may only be applied to the pruning cut on the tree itself.
- ix. Trimming of parkway trees American Elm (*Ulmus Americana*), Oak (*Quercus* species) and Ash (*Fraxinus* species) trees will not be permitted May 1 through September 1st of each contract years. If emergency- trimming work is needed outside this time period, all pruning cuts will be required to be painted.
- x. When trimming of a tree has been completed, the area beneath the tree shall be raked and the trimming debris shall be removed from the area at the end of each day's operation. Care will be required so that no damage is caused to other trees, shrubs or lawns during trimming operations. If weather conditions prevent thorough cleaning such as deep snow the contractor will be responsible to return and complete the raking at the proper time and at no additional charge.
- xi. Under no circumstances, shall any person working on trimming trees, be permitted to wear or use climbing spurs.
- xii. On trees that are diseased, tools are to be disinfected with alcohol after each cut and between trees, where there is danger of transmitting the disease on tools.
- xiii. All visible girdling roots, where practicable, should be cut at both ends and removed without injury to the bark, remaining root or parent stems. All girdling roots should be reported to the Village Forester.
- xiv. Any structurally weakened or decayed tree trunk or limbs and split crotches or limbs shall be reported to the Village Forester. Any insect infestation such as Gypsy Moth (egg masses, caterpillars, etc.), Emerald Ash Borer (D-shaped holes, galleries, etc.) or other destructive insects shall be reported to the Village Forester.

### **5) EMERGENCY WORK OR TIME AND MATERIAL:**

The Contractor shall make available within six hours, emergency crews and Equipment on a 24-hour basis when notified of an emergency by the Village Forester, Village representative or Director of Public Works, in the event of tree damage due to wind, sleet, or snowstorms or for any other reasons. The work would involve the trimming or removal of hazardous trees or limbs under the direction of the Village. The Contractor shall be paid on a time and material basis starting at time of arrival at first Village job site and stopping after completion of last trimming that day. The rate will remain the same for weekends and holidays.

The Village reserves the right in its best interest, to utilize more than one (1) contractor to perform the time and material section of this bid.

### **6) BOLTING AND CABLING:**

When requested by the Village, the Contractor will supply a tree crew to bolt and or cable split trees or limbs, furnishing necessary labor and materials. Work shall be done according to standards set forth by the National Arborist Association and in a manner satisfactory to the Village Forester or Village representative. The contractor shall be paid on a time and material basis.

### **7) BIDDER'S QUALIFICATION:**

- a) It shall be required that each bidder furnish to the Village of Winnetka, as part of his bid, the names of three different municipal clients for which the bidder has performed tree removal and trimming operations under contract for not less than \$25,000.00 per contract. The bidder shall list the name

## VILLAGE OF WINNETKA, ILLINOIS

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of the client, address, phone number, and contact person, the dollar amount of the contract, volume and diameter of the trees removed.

- b) The Contractor shall provide qualified supervision of each crew at all times while under this contract. At least one individual on each crew shall have passed and received the "Certified Arborist" or "Certified Tree Worker" designation from the International Society of Arboriculture prior to the opening of the bids. Please provide the ISA Certification number and classification type for all crew supervisory employees that will be associated with this contract. The Contractor also must be a member of Tree Care Industry Association (TCIA) prior to opening of the bids.

### 8) BASIS OF PAYMENT:

- a. The Village of Winnetka reserves the absolute right to increase or decrease the quantity of work originally estimated in the Agreement. Regardless of the final scope of the Agreement, payment to the contractor will be made on the bases of unit prices as stated in the proposal along with adjustments referred to herein.

### 9) CONTRACTOR'S REPRESENTATIVE:

The contractor shall maintain the applicable current pesticide license in accordance with the Illinois Department of Agriculture requirements. The contractor shall also provide a designated, on-site Supervisor, who is an International Society of Arboriculture Certified Arborist. This Supervisor shall have full authority to act for the contractor and to receive and execute orders from the Village Forester or designee. Any instructions given to such Supervisor or person executing work for the contractor shall be binding on the contractor as though given to him or her personally. The designated Supervisor must be proficient in the use and interpretation of the English language.

### 10) CONTRACTOR'S RESPONSIBILITY:

- a. The contractor shall furnish all necessary machinery, tools, labor and materials required, and shall fully complete the work in accordance with the Agreement.
- b. The entire work to be performed under the Agreement is to be at the contractor's risk, and he or she is to assume the responsibility for all damages to the work or to the entire project until its completion and acceptance. It shall be the contractor's responsibility to maintain all states of work in a safe and suitable condition at all times, including nights, weekends, and holidays. The contractor shall make observations of his or her work during such periods as are necessary to insure proper performance thereof. The contractor shall designate one person who shall have charge of the job and to whom the Village Forester or designee shall give directions. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws shall be observed.
- c. The Contractor shall perform all work to the complete satisfaction of the Village and in accordance with all municipal, county, state and other laws, ordinances or regulations applicable to such work. All work shall be performed in accordance with the industry practices and standards established for such work.
- d. The Contractor's personnel shall at all times present a neat and workmanlike appearance and all work shall be done and all complaints handled by the Contractors with due regard to the Village of Winnetka's public relations.
- e. The Contractor shall perform the work under this contract during normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, except Holidays, unless otherwise authorized by the Village. The Contractor shall commence work after January 1, 2016. The Contract shall remain in force until December 31, 2016, at which point it will be final.
- f. The Contractor shall notify the office of the Village Forester on the morning of any workday giving the location of that day's work. The Village Forester or his representative will periodically inspect the Work and will be available should any problems arise.
- g. The Contractor shall keep daily records of work completed on forms furnished by the Village or forms acceptable by the Village and all other reports it may deem necessary. The Contractor's

## VILLAGE OF WINNETKA, ILLINOIS

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records will be turned into the Village Forester's Office following the completion of the work and with the appropriate corresponding statement in the format designated by the Village Forester.

- h. The Contractor shall, prior to tree removal, be responsible for notifying J.U.L.I.E. (Joint Utility Locating Information for Excavators) so as to locate and mark any underground utility lines in the excavation area.
- i. Work shall neither be assigned nor subcontracted in whole or in part by the Contractor without the Village's prior written consent. Although approved by the Village, the Contractor shall be solely responsible for the direction and performance of the subcontractors who shall further be under all the conditions and provisions within these documents.

### 11) PROTECTION OF THE WORK:

Where the work is carried on, in, or adjacent to, any street, alley or public place, the contractor shall at his or her own expense furnish and erect such barricades, fences, lights and danger signals and shall provide such flagmen and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

- a) The location of the improvement is known as: PUBLIC RIGHT-OF-WAY within the Village of Winnetka, Illinois on right-of-way or on property owned or maintained by the Village.

### 12) PROTECTION AND RESTORATION OF PROPERTY:

- a. The contractor shall not enter upon private property without having previously obtained permission from the Village of Winnetka and the Owner. The contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubs, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.
- b. The contractor shall notify the proper representatives of any public utility, corporation and company or individual, not less than forty eight hours in advance of any work which may damage or interfere with the operation of their property along adjacent to the work.
- c. The contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the work, or due to non-execution of the work, or at any time due to defective work or materials.
- d. The contractor shall restore, or have restored at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage from injury in a manner acceptable to the Owner and the Village of Winnetka.
- e. In case of failure on the part of the contractor to restore such property and to make good such damage or injury, the Village of Winnetka may give written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, property to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due to the contractor under this Agreement and if not so deducted, the contractor will be obligated to forthwith reimburse the Village of Winnetka for the cost thereof.
- f. The Village of Winnetka shall be indemnified and saved harmless from any suit or expense claim brought for or on account of any damage, maintenance, removal, and/or replacement or relocation of mains, conduits, pipes, wires, cable or such other structures of private utility firms or corporation, whether underground or overhead, that may be caused or required by the contractor during the time of work is in progress.

### 13) TIME OF WORK:

The contractor shall only be allowed to work on weekdays (Monday through Friday) from 7:00 A.M. to 5:00 P.M. No other times are allowed except as authorized by the Village of Winnetka. No weekend work shall be allowed unless prior written approval by the Village of Winnetka is obtained. No work will be allowed on legal holidays as recognized by the Village of Winnetka.

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## VILLAGE OF WINNETKA, ILLINOIS

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### 14) PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAY:

- a. For the performance of the Agreement, the contractor will be permitted to occupy such portions of streets or alleys, or other public places, or other right-of-ways, as permitted by the Village of Winnetka, and with proper traffic warnings and controls. Vehicular access must be maintained at all times in at least one direction, unless a formal detour has been previously approved.
- b. Where the work encroaches upon any right-of-way of any railway or State or County Highway, the contractor shall observe all the regulations and instructions of the Railway Company and Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Railway Company and Highway Department shall be made by the contractor at his or her expense.
- c. Under no circumstances shall any motorized equipment other than approved turf maintenance equipment be permitted to be driven on the parkways, driveways, public walks, or any private property while performing work under the provisions of this contract.

### 15) DELAYS:

- a. The contractor herewith specifically waives claims for damages for any hindrance or delay. Shutdowns due to improper work or otherwise due to the contractor's operations, are not cause for extension of time.
- b. Failure to meet these requirements shall be basis for executing the penalty provisions of this Agreement; rejection of bid or forfeiture of Agreement.

### 16) FAILURE TO COMPLETE WORK ON TIME:

- a. Should the contractor fail to complete the work on or before the original date set forth for completion in the work order, the Village of Winnetka may permit the contractor to proceed if agreed upon by the Village.
- b. Permitting the contractor to continue and finish the work or any part of it after time fixed for its completion, or after the date to which the time of completion may have been executed, shall in no way operate as a waiver on the part of the Village of Winnetka or any of its rights under the Agreement. Neither by the taking over of the work by the Village of Winnetka nor by the termination of the agreement, shall the Village of Winnetka forfeit the right to recover liquidated damages from the contractor.
- c. If the contractor should neglect to proceed with the work properly, or fail to perform any provisions of the Agreement, the Village of Winnetka, after written notice to the contractor, may without prejudice to any other remedy the Village of Winnetka may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor.

### 17) DEDUCTIONS

The Village of Winnetka may withhold from payment to the contractor such an amount or amounts as may be necessary to cover:

- a) Defective work not remedied.
- b) Claims for labor or materials furnished the contractor or subcontractor, or reasonable evidence indicating probable filing of.
- c) Failure of the contractor to make payments, material suppliers, or labor furnished to others.
- d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- e) Evidence of un-remedied damage to private or public property.

### 18) FORFEITURE OF CONTRACT:

- a) If at any time the Village Forester or designee is of the opinion that the work is unnecessarily delayed, and will therefore not be finished within the prescribed time, he or she shall notify the contractor, in writing, to that effect. If the contractor does not take such measures as will, in the

## **VILLAGE OF WINNETKA, ILLINOIS**

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judgment of the Village Forester or designee, ensure the satisfactory completion of the work, the Village Forester or designee may then notify the said contractor to discontinue all work under the Agreement for this project, and the contractor shall immediately respect such notice and stop work, and cease to have any rights to the possession of the grounds.

- b) The Village of Winnetka may thereupon re-let the Agreement or employ such forces as it deems advisable to complete the work, and charge the cost of all labor and materials necessary for such completion to the contractor, and the amount so charged shall thereafter become due, to the contractor under and by virtue of the contractor for this improvement.
- c) If the contractor shall assign the Agreement for this improvement without the written consent required above, or shall abandon the work thereon, or shall neglect or refuse to comply with these specifications and the instructions of the Village Forester or designee, relative thereto and with the ordinances of the Village of Winnetka, the Village of Winnetka shall have the right to annul and cancel said Agreement and to re-let the work, or any part thereof, and such annulment shall not entitle the contractor to any claim for damages on account thereof, nor shall it affect the right of the Village of Winnetka to recover damages which may arise from such failure.

### **19) COMPLETION OF CONTRACT AND INSPECTIONS:**

- a. After completing the work as detailed in the Agreement, the contractor shall immediately submit to the Village Forester or designee in writing a billing for the work order amount as a notice of completion of the project.
- b. The Village Forester or designee will make final inspection of all work included in the work order as soon as practicable after notification by the contractor that such work is completed.
- c. If such work is not acceptable at the time of inspection, the contractor will be notified in writing as to the particular defects to be remedied before such work can be accepted. If, within a period of three working days after such notification, the contractor has not taken steps to promptly complete the work as directed, the Village of Winnetka may without further notice and without in any way impairing the Agreement, make such other arrangements as may be deemed necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any monies due, or which may become due the contractor on the Agreement.
- d. If the contractor claims that any instructions, latent conditions or otherwise, involves extra cost under this Agreement, a claim for the extra cost must be submitted in writing within ten days after such obstruction or observance of conditions, and in any event, before proceeding shall then be as provided, for changes in the work. Claims made after this time, or not made in writing will be refused and no claim shall be valid unless so made.

### **20) BASIS OF PAYMENT:**

The completed work order and the unit price bid for the appropriate diameter tree shall be used as the basis for computing payment. Payment of each work order in total shall be made after satisfactory completion and acceptance of the work on that work order. Payment will be made by the diameter class in accordance with the Bid Proposal Form.

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**21) PROPOSED PRICES:**

ASH AND OTHER TREE AND STUMP REMOVALS:

SIZE	ESTIMATED QUANTITY	TREE REMOVAL UNIT COST	STUMP REMOVAL UNIT COST	TOTAL
0-6 inch diameter	600 inches	\$ ____/inch	\$ ____/inch =	
7-12 inch diameter	2,000 inches	\$ ____/inch	\$ ____/inch =	
13-24 inch diameter	3,000 inches	\$ ____/inch	\$ ____/inch =	
25-36 inch diameter	2,500 inches	\$ ____/inch	\$ ____/inch =	
>37 inch diameter	400 inches	\$ ____/inch	\$ ____/inch =	

TOTAL AMOUNT =

PARKWAY TREE TRIMMING:

SIZE	ESTIMATED QUANTITY	ESTIMATED UNIT COST	TOTAL
0-6 inch diameter	300	\$ ____/tree	=
7-12 inch diameter	600	\$ ____/tree	=
13-24 inch diameter	600	\$ ____/tree	=
25-36 inch diameter	300	\$ ____/tree	=
37> inch diameter	50	\$ ____/tree	=

TOTAL AMOUNT =

EMERGENCY TIME:

CATEGORY:	UNIT COST PER HOUR
Crew Leader/Foreman	
Trimmer	
Ground man	
Aerial Truck	
Log/Loader Truck	
Chipper Truck	
Stumper	
Pick-up Truck	
Other Equipment	

**END OF BID SPECIFICATIONS**

**VILLAGE OF WINNETKA, ILLINOIS**

**BID #016-003  
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Village of Winnetka

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____	_____
(President or Partner)	(Vice-President or Partner)
_____	_____
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

VILLAGE OF WINNETKA, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the Village to verify references of business and credit at its option.

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this bid shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et seq) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

TOTAL BID AMOUNT:

\$ SEE TOTALS ON PAGE 18

Total (in figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.
(Print or Type)

DELIVERY: \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X \_\_\_\_\_
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED
FOR CONSIDERATION

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

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_
(Notary Public)

VILLAGE OF WINNETKA, ILLINOIS

**BONDING AND INSURANCE REQUIREMENTS**

The Village of Winnetka reserves the right to require reasonable bonding instruments to ensure performance of the awarded vendor. The bonding requirements for this project are listed below:

<b>Instrument Type</b>	<b>Conditions</b>	<b>Submittal</b>	<b>Required</b>
Bid/Proposal Security	Not less than <b>10%</b> of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft.	With bid response.	<b>REQUIRED</b>
Performance Bond	<b>100%</b> of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>REQUIRED</b>
Warranty Bond	<b>ONE (1)</b> year warranty bond.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>NOT REQUIRED</b>
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	<b>REQUIRED</b>

**INSTRUMENT DEFINITIONS**

**PROPOSAL SECURITY/BOND:** The security will be returned when the contract is awarded to the successful Offeror. The successful Offeror's security may be held for a period not to exceed ninety (90) days, to allow the Village of Winnetka's measurement of Contractor performance. Failure to perform will result in security forfeiture as liquidated damages to cover the cost of Village of Winnetka's re-proposal costs.

**PERFORMANCE BONDS & LABOR & MATERIALS BONDS:** Performance Bonds will provided by the successful vendor in the amount of 100% of the contract price. Said bond shall be issued by a responsible surety listed in Best's Key Ratings Guide, and shall guarantee the prompt payment of all materials, labor, and protect and save harmless the Village of Winnetka from claims and damages of any kind caused by the performance of the contract. The contractor's bond shall also guarantee the faithful performance of the prevailing wage clause as provided by the contract. Failure to furnish said bonds will result in the forfeiture of the bid deposit as liquidated damages, not as a penalty.

**WARRANTY BOND:** The successful vendor must submit a warranty bond for the period indicated above that ensures that all warranty issues relating to the project herein will be addressed by the vendor during said period.

**CERTIFICATE OF INSURANCE:** The successful vendor should refer to the applicable amount listed and on the Insurance Graph. Said insurance companies must be listed in the Best's Key Ratings Guide.

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## VILLAGE OF WINNETKA, ILLINOIS

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### INSURANCE REQUIREMENTS

#### Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be carried by those providing services to the Village. The insurance is to be arranged so as to protect the contractor or service provider and the Village from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. General guidelines are provided in the attached Exhibit. Before beginning any work for the Village, proof of insurance must be furnished by the contractor or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with this contract.

All insurance provided must be with a company satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

#### Section 2 WORKER'S COMPENSATION

All contractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under this agreement, full worker's compensation insurance for all employees whom the contractor or service provider may employ in carrying out the work contemplated under this agreement. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by this agreement.

In addition, the contractor or service provider shall furnish to the Village, satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under this agreement.

#### Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried by all contractors or service providers on a comprehensive form and on an occurrence basis. Proof of such coverage shall be furnished to the Village. Such proof shall verify that the coverage includes contractual liability.

#### Section 4 AUTOMOBILE LIABILITY INSURANCE

The contractor or service provider shall purchase insurance to cover any liability arising out of the use of any vehicle.

#### Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a contractor or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for this contract. In many cases, the limit of liability is \$5,000,000 combined for both bodily injury and property damage is required. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

#### Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the contractor or service provider is required to provide certificates of insurance verifying coverage. A standard certificate of insurance form is acceptable. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the contractor or service providers' responsibility for payment of damages resulting from his operations under this agreement.

**VILLAGE OF WINNETKA, ILLINOIS**

**Section 7 INDEMNITY**

The contractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of this agreement.

The required insurance liability for the project outlined in the SPECIFICATIONS section is highlighted in yellow below. Absence of highlighting indicates no proof of insurance is required for this bid:

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker's Compensation and Employers Liability	Comm'l General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Auto Repairs	2	X	X	X			X	X	X		X	X	X	
Buildings – Construction, alteration (including roofing), repair and demolition	5	X	X	X		X	X	X	X	X	X	X		
Buildings – Maintenance & Repair (Plumbing, HVAC, electrical, etc.)	2	X	X	X		X	X	X	X	X	X	X		
Delivery and Messenger Services	2	X	X	X			X	X	X		X	X		
Guard Services	2	X	X	X			X	X	X		X	X		
Janitorial Services and Window Washing	2	X	X	X			X	X	X		X	X		
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
Maintenance & Repair of Office Machines	2	X	X	X			X	X	X	X				
Movie Making	5	X	X	X			X	X	X		X	X		
Permits – Use of Village facilities for meetings	2	X	X		X			X						
Road and Street Construction	5	X	X	X		X	X	X	X	X	X	X		
Rubbish Removal (Scavengers)	5	X	X	X			X	X	X		X	X		
Sewer & Water – Repair and Installation	5	X	X	X		X	X	X	X	X	X	X		
Sidewalk Construction	2	X	X	X		X	X	X	X		X	X		
Special Events – Fireworks, amusement rides, etc.	5	X	X	X			X	X	X		X	X		
Surveys – Aerial	5	X	X	X			X	X	X					X
Surveys – Ground	2	X	X	X			X	X	X		X	X		
Tree Removal, Installation, Trimming	5	X	X	X		X	X	X	X		X	X		
Uniform Supply	2	X	X	X			X	X	X		X	X		

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**VENDOR COMPLIANCE AFFIDAVIT**

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

**Section 1: BID RIGGING AND ROTATING**

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true.
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder is not barred from entering into this contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

**Section 2: TAX COMPLIANCE**

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

**Section 3: EQUAL EMPLOYMENT OPPORTUNITY**

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

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**VILLAGE OF WINNETKA, ILLINOIS**

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1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) 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 all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, 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 such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
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 Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section 4: ILLINOIS DRUG FREE WORK PLACE ACT**

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
  - i. Abide by the terms of the statement;
  - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

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**VILLAGE OF WINNETKA, ILLINOIS**

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4. Establishing a drug free awareness program to inform employees about:
  - i. The dangers of drug abuse in the work place;
  - ii. The policy of maintaining a drug-free work place;
  - iii. Any available drug counseling, rehabilitation or employee assistance programs;
  - iv. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
  - i. Take appropriate action against such employee up to and including termination;
  - or
  - ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

**Section 5: SEXUAL HARASSMENT POLICY**

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

**VILLAGE OF WINNETKA, ILLINOIS**

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**Section 6: VENDOR INFORMATION**

**1. Is the bidder a publicly traded company? (Yes or No)**

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

**2. Is the bidder 50% or more owned by a publicly traded company? (Yes or No)**

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Print or type)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

By: \_\_\_\_\_  
(Notary Public)

-Seal-

2016 Parkway Tree Maintenance Bids

Parkway Tree (Stump) Removal (price per inch)

Tree Size	Est. Qty.	Trees R Us	Landscape Concept	Kinnucan	Nels Johnson	Arborworks	Advanced Tree
0-6"	600"	\$10.00(\$8.00)	\$8.00(\$4.25)	\$5.00(\$3.00)	\$4.00(\$4.00)	\$12.00(\$5.00)	\$7.00(\$2.00)
7"-12"	2,000"	\$14.00(\$8.00)	\$9.00(\$4.25)	\$9.00(\$4.00)	\$14.00(\$4.00)	\$14.00(\$5.00)	\$10.00(\$2.00)
13"-24"	3,000"	\$18.00(\$8.00)	\$14.50(\$4.50)	\$13.00(\$4.50)	\$18.00(\$4.00)	\$16.00(\$5.00)	\$15.00(\$2.00)
25"-36"	2,500"	\$22.00(\$10.00)	\$26.00(\$4.75)	\$15.00(\$5.00)	\$25.00(\$4.00)	\$17.00(\$5.00)	\$19.00(\$2.00)
>37"	400"	\$23.00(\$10.00)	\$32.00(\$5.50)	\$18.00(\$6.00)	\$30.00(\$4.00)	\$18.00(\$4.00)	\$25.00(\$2.00)
		\$226,000.00	\$182,725.00	\$142,900.00	\$192,900.00	\$175,000.00	\$143,700.00

2016 Parkway Tree Trimming (price per tree)

Tree Size	Est. Qty.	Trees R Us	Landscape Concept	Kinnucan	Nels Johnson	Arborworks	Advanced Tree
0-6"	300	\$17.00	\$38.00	\$22.00	\$9.00	\$25.00	\$12.00
7"-12"	600	\$34.00	\$40.00	\$45.00	\$30.00	\$35.00	\$23.00
13"-24"	600	\$71.00	\$55.00	\$75.00	\$50.00	\$85.00	\$50.00
25"-36"	300	\$105.00	\$65.00	\$140.40	\$90.00	\$99.00	\$65.00
>37"	50	\$110.00	\$100.00	\$146.15	\$120.00	\$128.00	\$101.00
		\$105,100.00	\$92,900.00	\$128,177.50	\$83,700.00	\$115,600.00	\$71,950.00

2016 Tree Time & Material Emergency Work (per hour)

	Trees R Us	Landscape Concept	Kinnucan	Nels Johnson	Arborworks	Advanced Tree
Crewleader	\$125.00	\$70.00	\$75.00	\$60.00	\$85.00	\$85.00
Trimmer	\$125.00	\$63.00	\$70.00	\$50.00	\$85.00	\$85.00
Groundman	\$125.00	\$52.00	\$65.00	\$50.00	\$75.00	\$60.00
Aerial Truck	\$85.00	\$195.00	\$135.00	\$75.00	\$85.00	\$75.00
Log/Loader Truck	\$200.00	\$195.00	\$150.00	\$40.00	\$125.00	\$85.00
Chipper Truck	\$100.00	\$155.00	\$100.00	\$40.00	\$85.00	\$45.00
Stumper	\$125.00	\$127.00	\$105.00	\$20.00	\$85.00	\$45.00
Pick-up Truck	\$80.00	\$85.00	\$85.00	\$10.00	\$72.00	\$40.00
Other Equipment	\$125.00	\$155.00	\$200.00	\$0.00	\$0.00	\$60.00



## Agenda Item Executive Summary

**Title:** Ordinance No. MC-3-2016: Code Amendment re: Illumination of Property (Introduction/Adoption)

**Presenter:** Peter M. Friedman, Village Attorney

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

- |                                     |                         |
|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Ordinance               |
| <input type="checkbox"/>            | Resolution              |
| <input type="checkbox"/>            | Bid Authorization/Award |
| <input type="checkbox"/>            | Policy Direction        |
| <input type="checkbox"/>            | Informational Only      |

### Item History:

None.

### Executive Summary:

Section 9.08.060 of the Village Code generally regulates the illumination of the exterior of real property within the Village. Ordinance No. MC-3-2016 amends Section 9.08.060 to clarify the regulation and to preclude application of the section to standard residential lighting that is not within the intended scope of the section.

### Recommendation:

Consider waiving introduction of No. Ordinance MC-3-2016 (requires a unanimous vote) and consider adoption, amending Section 9.08.060 of the Village Code.

### Attachments:

1. Ordinance No. MC-3-2016

**AN ORDINANCE AMENDING THE WINNETKA VILLAGE CODE  
REGARDING ILLUMINATION OF STRUCTURES**

**WHEREAS**, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Section 9.08.060 of the Village Code of the Village of Winnetka (“*Village Code*”) generally regulates the illumination of certain property located within the Village; and

**WHEREAS**, the Village Council has determined that amending the Section 9.08.060 of the Village Code as set forth in this Ordinance is in the best interest of the Village and its residents;

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain as follows:

**SECTION 1: RECITALS.** The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

**SECTION 2: ILLUMINATION OF STRUCTURES.** Section 9.08.060, titled “Illumination of Structures,” of Chapter 9.08, titled “Property Offenses,” of Title 9, titled “Public Peace, Morals and Welfare,” of the Village Code is amended to read as follows:

**“Section 9.08.060 Illumination of structures.**

It is unlawful for any person to illuminate the exterior of his or her property with flood lights or other lights ~~which shine or glare aimed~~ into or toward any private dwelling house of another or into any street or avenue. ~~All Exterior~~ lights shall be used solely for the illumination of property ~~shall be directed toward the ground or toward the property to be illuminated, and shall on which such lights are located and may~~ be equipped with reflectors and shields ~~which shall to prevent minimize~~ glare in the direction of any private dwelling house of another or into any street. This section shall not apply to signs regulated by this code.”

**SECTION 3: 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.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_ day of \_\_\_\_\_, 2016, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed:

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

Countersigned:

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

Published by authority of the  
President and Board of Trustees  
of the Village of Winnetka,  
Illinois, this \_\_ day of \_\_\_\_\_,  
2016.

Introduced: March 1, 2016

Passed and Approved: \_\_\_\_\_, 2016



## Agenda Item Executive Summary

**Title:** Ordinance No. M-4-2016: 1009 Green Bay Road, Domino's, Special Use Permit (Introduction/Adoption)

**Presenter:** Michael D'Onofrio, Director of Community Development

**Agenda Date:** 03/01/2016

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

**Consent:**  YES  NO

### Item History:

None

### Executive Summary:

The request is for a Special Use Permit to allow the establishment of a Domino's restaurant within an existing vacant commercial storefront at 1009 Green Bay Road. Under the C-2 General Retail Commercial Zoning District, the proposed use is classified as a "Fast Food Restaurant," and is subject to review and approval under the Village's Special Use Permit process.

The proposed location measures 980 square feet, located on the northern border of the Village and on the periphery of the Village's Hubbard Woods Business District. The subject property was previously occupied by retail garden store "Trellis & Trugs" and has been vacant since 2010.

The applicant has supplied a parking and traffic study prepared by parking consultants KLOA Inc., evaluating the proposed use for impact on both availability of parking, as well as addressing the impact of the proposed use on traffic circulation. The study concluded that the proposed use will not have a negative impact on traffic flow or parking availability due in significant part to the Village's adjacent parking deck. The study is included in Attachment D.

The Design Review Board evaluated the proposed exterior alterations at its meeting on January 21, 2016 and voted 6 to 0 to issue favorable comment on the plan.

The Plan Commission voted 8 to 0 to find the application consistent with the eleven (11) standards for approval of such uses at its meeting on January 27, 2016.

### Recommendation:

Consider introduction of Ordinance No. M-4-2016 granting a Special Use Permit for Domino's to locate within the C-2 Retail Overlay District at 1009 Green Bay Road.

Or

Consider waiving introduction of No. Ordinance M-4-2016 (waiving introduction requires a unanimous vote) and consider adoption, granting a Special Use Permit for Domino's to located within the C-2 Retail Overlay District at 1009 Green Bay Road.

### Attachments:

Agenda Report

Attachment A: Ordinance No. M-4-2016

Attachment B: Draft minutes - January 21, 2016 Design Review Board meeting

Attachment C: Draft minutes - January 27, 2016 Plan Commission meeting

Attachment D: Application materials

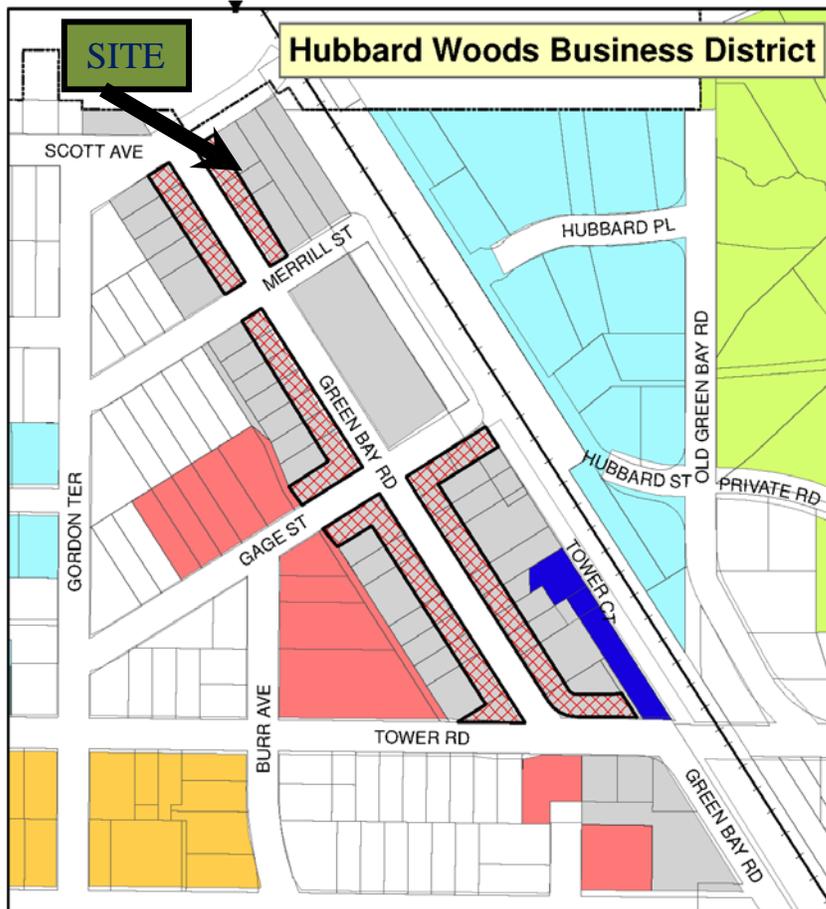
## AGENDA REPORT

**SUBJECT:** Ordinance M-4-2016: Special Use Permit for delivery and takeout restaurant to be located within C-2 Retail Overlay District, 1009 Green Bay Road

**PREPARED BY:** Brian Norkus, Assistant Director of Community Development

**DATE:** February 8, 2016

Ordinance M-4-2016 grants a Special Use Permit to allow the establishment of a Domino's restaurant within an existing vacant commercial storefront at 1009 Green Bay Road. Under the *C-2 General Retail Commercial Zoning District*, the proposed use is classified as a "Fast Food Restaurant", and is subject to review and approval under the Village's Special Use Permit process.



The proposed location measures 980 square feet, located on the northern border of the Village and on the periphery of the Village's Hubbard Woods Business District. The subject property was previously occupied by retail garden store "Trellis & Trugs" and has been vacant since 2010.

The applicant currently maintains an existing restaurant within the Hubbard Woods Plaza development in Glencoe. The proposed Winnetka location would replace the current Glencoe location, which is inadequately sized for Domino's modern space requirements.

The applicant has supplied a parking and traffic study prepared by parking consultants KLOA Inc., evaluating the proposed use for impact on both availability of parking, as well as addressing the impact of the proposed use on traffic circulation. The study evaluates the impact of peak traffic and peak parking conditions, and concluded that the proposed use will not have a negative impact on traffic flow or parking availability due in significant part to the Village's adjacent parking deck.

Village Engineer Steve Saunders has reviewed the parking and traffic study and has issued a memorandum, agreeing with the methodology of the study and its conclusions that there will not be a negative impact on parking or traffic.

### **Recommendation of Advisory Boards**

In April 2015 the Village Council amended the Village Zoning Code to streamline the zoning approval process for Special Use Permits within the C-2 Retail Overlay District. Under revised procedures, such requests no longer require an appearance before both the ZBA and Plan Commission, with such requests resting solely with the Plan Commission.

On January 21, 2016 the Design Review Board evaluated the proposed exterior alterations and voted 6-0 to issue favorable comment on the plan. A copy of the Design Review Board's draft meeting minutes is included *as Attachment B*.

On January 27, 2016, the Plan Commission voted 8-0 to find the application consistent with the eleven (11) standards for approval of such uses. A copy of the Plan Commission's draft meeting minutes is included *as Attachment C*.

### **Recommendation:**

Consider introduction of Ordinance M-4-2016 granting a Special Use Permit for Domino's to locate within the C-2 Retail Overlay District at 1009 Green Bay Road.

*Or,*

Consider waiving introduction of Ordinance M-4-2016 (waiving introduction requires a unanimous vote) and consider adoption, granting a Special Use Permit for Domino's to located within the C-2 Retail Overlay District at 1009 Green Bay Road.

### **Exhibits**

Attachment A – Ordinance M-4-2016

Attachment B – Draft Minutes – January 21, 2016 Design Review Board meeting

Attachment C – Draft Minutes – January 27, 2016 Plan Commission meeting

Attachment D – Application materials

# ATTACHMENT A

ORDINANCE NO. M-4-2016

**AN ORDINANCE GRANTING  
A CERTIFICATE OF APPROPRIATENESS AND SPECIAL USE PERMIT  
FOR THE OPERATION OF A FAST FOOD RESTAURANT  
WITHIN THE C-2 RETAIL OVERLAY DISTRICT OF THE VILLAGE  
(1009 Green Bay Road)**

**WHEREAS**, NRJM, Inc. ("*Applicant*"), is the lessee of the property commonly known as 1009 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

**WHEREAS**, E.J. Stern ("*Owner*") is the record title owner of the Subject Property; and

**WHEREAS**, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Retail Overlay District of the Village (collectively, "*C-2 Retail Overlay District*"); and

**WHEREAS**, the Applicant desires to operate a fast food restaurant at the Subject Property; and

**WHEREAS**, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the operation of a fast food restaurant is not permitted within the C-2 Retail Overlay District without a special use permit; and

**WHEREAS**, the Applicant filed an application for: (i) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code for alterations the Applicant proposes to make to the exterior of the building located on the Subject Property in connection with the operation of the fast food restaurant ("*Certificate of Appropriateness*"); and (ii) a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of a fast food restaurant at the Subject Property ("*Special Use Permit*"); and

**WHEREAS**, the Owner of the Subject Property has consented to the application filed by the Applicant; and

**WHEREAS**, on January 21, 2016, after due notice thereof, the Design Review Board conducted a public hearing on the proposed Certificate of Appropriateness and, by a vote of 6 in favor and none opposed, recommended that the Village Council approve the Certificate of Appropriateness; and

**WHEREAS**, on January 27, 2016, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 8 in favor and none opposed, recommended that the Village Council approve the Special Use Permit; and

**WHEREAS**, the Village Council has determined that: (i) the proposed Certificate of Appropriateness satisfies the standards for the approval of certificates of appropriateness set forth in Section 15.40.010 of the Village Code; (ii) the proposed Special Use Permit satisfies the standards for

the approval of special use permits within the C-2 Retail Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance; and (iii) approval of the proposed Certificate of Appropriateness and Special Use Permit is in the best interest of the Village and its residents;

**NOW, THEREFORE,** the Council of the Village of Winnetka do ordain as follows:

**SECTION 1: RECITALS.** The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

**SECTION 2: APPROVALS.**

A. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Certificate of Appropriateness is granted, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

B. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the establishment and operation of a fast food restaurant by the Applicant at the Subject Property within the C-2 Retail Overlay District.

**SECTION 3: CONDITIONS.** The approvals granted by Section 2 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

A. Commencement of Operation. The Applicant must commence operation of the proposed fast food restaurant no later than 12 months after the effective date of this Ordinance.

B. Compliance with Regulations. The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred or accrued by the Village in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

D. Compliance with Plans. The development, use, and maintenance of the fast food restaurant at the Subject Property must be in strict accordance with the following plans, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards:

1. The West Elevation, South Elevation, and North Elevation submitted by the Applicant and consisting of two sheets, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and
2. The Proposed Floor Plan submitted by the Applicant and consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

**SECTION 4: RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

**SECTION 5: FAILURE TO COMPLY.** Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

**SECTION 6: AMENDMENT OF SPECIAL USE PERMIT.** Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

**SECTION 7: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed:

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

Countersigned:

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

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Introduced: March 1, 2016

Passed and Approved: \_\_\_\_\_, 2016

**EXHIBIT A**

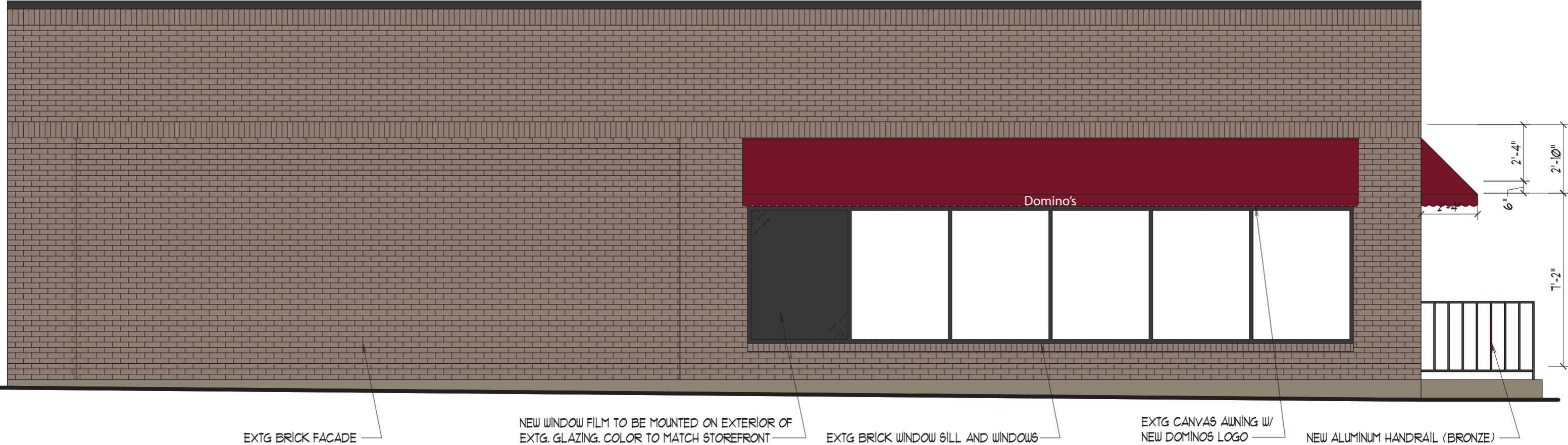
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The West 100 ft. of Lots 1 and 2 in Block 1 in Jared Gage's Subdivision of part of the East half of the Northwest quarter, also part of the West half of the Northwest quarter of fractional Section 17, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1009 Green Bay Road, Winnetka, Illinois.

**EXHIBIT B**  
**ELEVATIONS**  
**(SEE ATTACHED EXHIBIT B)**

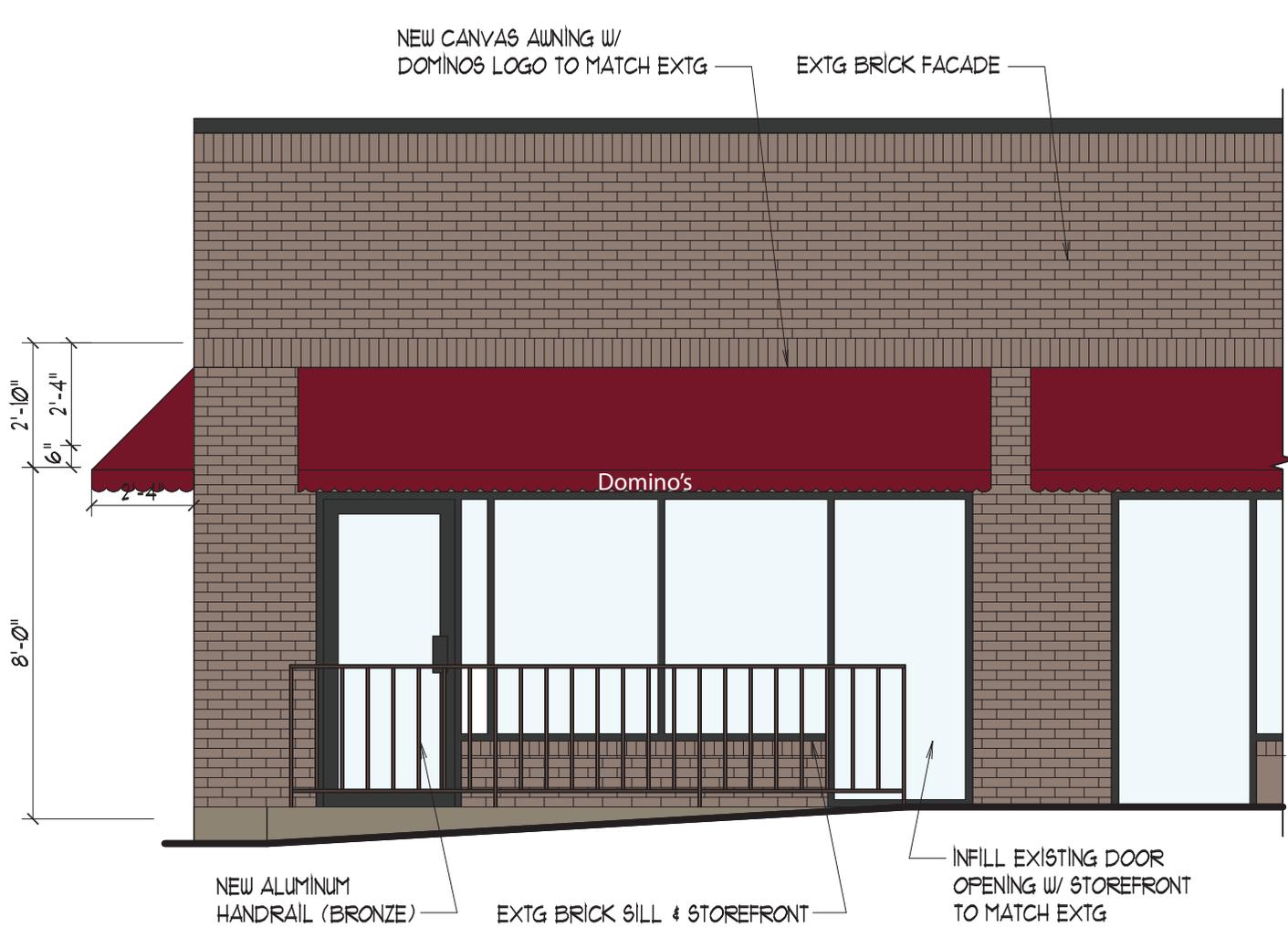
EXHIBIT B



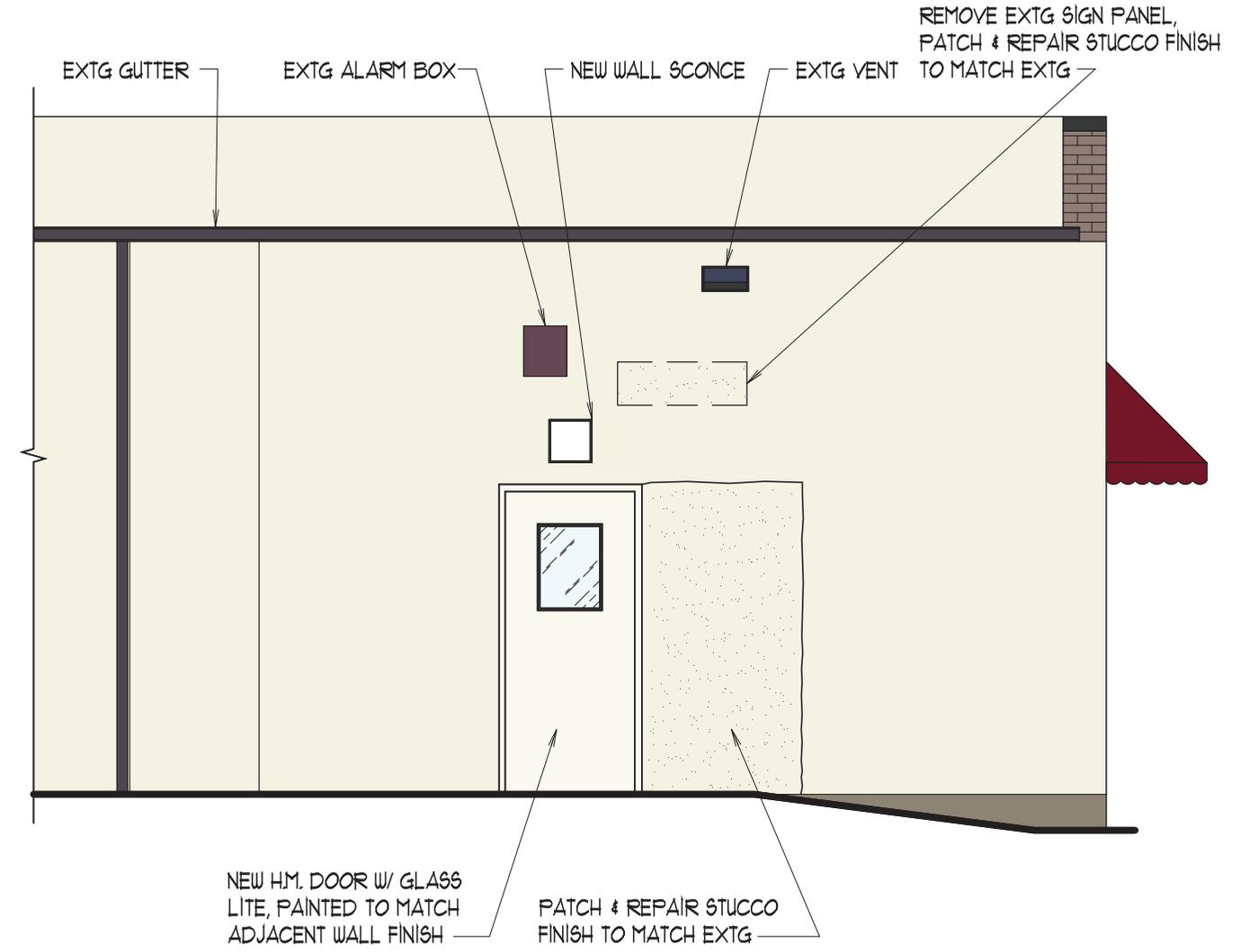
C

WEST ELEVATION

SCALE: 1/4" = 1'-0"



**A** **SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**B** **NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"

**EXHIBIT C**

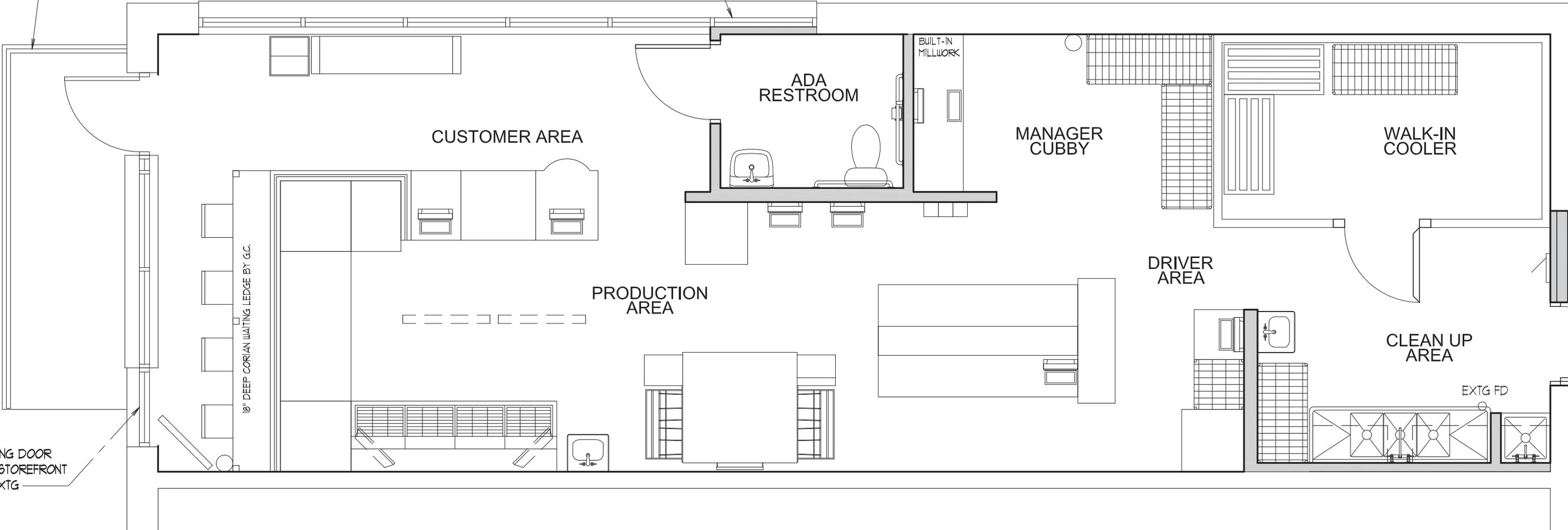
**FLOOR PLAN**

**(SEE ATTACHED EXHIBIT C)**

# EXHIBIT C

NEW ALUMINUM HANDRAIL (BRONZE)

NEW WINDOW FILM TO BE MOUNTED ON EXTERIOR OF EXTG. GLAZING. COLOR TO MATCH STOREFRONT



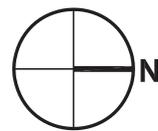
18" DEEP CORIAN WAITING LEDGE BY G.C.

BUILT-IN MILLWORK

NEW EXT. WALL W/ LIKE CONST. TO ALLOW FOR NEW DOOR LOCATION

NEW HM. DOOR W/ GLASS LITE, PAINTED TO MATCH ADJACENT WALL FINISH

INFILL EXISTING DOOR OPENING W/ STOREFRONT TO MATCH EXTG



## PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

TO: The Village of Winnetka, Illinois ("**Village**");

**WHEREAS**, NRJM, Inc. ("**Applicant**"), desires to operate a fast food restaurant located at 1009 Green Bay Road in the Village ("**Subject Property**"); and

**WHEREAS**, E.J. Stern ("**Owner**") is the record title owner of the Subject Property and consents to the operation of a fast food restaurant by Applicant at the Subject Property; and

**WHEREAS**, Ordinance No. M-4-2016, adopted by the Village Council on \_\_\_\_\_, 2016 ("**Ordinance**"), grants a special use permit to the Applicant for the operation of a fast food restaurant at the Subject Property within the C-2 Retail Overlay District of the Village; and

**WHEREAS**, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and the Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: \_\_\_\_\_, 2016

ATTEST: **NRJM, INC.**

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

ATTEST **E.J. STERN**

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

**Winnetka Design Review Board/Sign Board of Appeals  
January 21, 2016**

**Members Present:**

John Swierk, Chairman  
Kirk Albinson  
Bob Dearborn  
Brooke Kelly  
Michael Klaskin  
Peggy Stanley

**Members Absent:**

Paul Konstant

**Village Staff:**

Brian Norkus, Assistant Director of Community  
Development

**Call to Order:**

Chairman Swierk called the meeting to order at 7:10 p.m.

Chairman Swierk asked if there were any comments or corrections to be made to the October 19, 2015 meeting minutes. No comments were made. A motion was made by Ms. Kelly, seconded by Ms. Stanley to approve the October 19, 2015 meeting minutes. On a voice vote, the motion was unanimously passed.

Chairman Swierk explained that there is a very lengthy agenda, and asked the Board if they were in agreement to move the agenda around a bit in order to take care of the smaller items before moving onto the bigger project.

Board members agreed to the proposed agenda change.

**Consideration of Certificate of Appropriateness and comment to Village Council regarding proposed Domino's restaurant at 1009 Green Bay Road.**

Ray Montez introduced himself as the franchisee for Domino's on the north shore, including the current location in Glencoe. He stated that Domino's is remodeling their stores and the current space in Glencoe is inadequately sized for Domino's new design.

Mr. Norkus explained that the request requires a Special use permit, and that the Design Review Board's role in the case of Special Use Permits is expanded, both to provide review and issuance of a Certificate of Appropriateness, and for the determination of appropriateness to be transmitted to the Village Council as a recommendation on the Special Use Permit.

Mr. Norkus explained that the proposed alterations are relatively minor, including modification of existing awnings to incorporate the Domino's name, as well as incidental minor changes to the rear elevation to the store relating to the modification of the rear doorway.

Mr. Montez stated that there will be no exterior alterations on the front (west) of the building except to modify the awning to place the Domino's name on the valance of the awning. He stated that the north elevation will see one of the multiple window panes blacked out to match the color of the storefront. Mr. Montez stated that front elevation will include a pizza paddle sign which will have decorative lights on it.

Mr. Montez stated that the goal is to have the interior of the store be visible from the street, with the new design incorporating clean white tile and softer can lighting, and with an older historic print wall covering.

Ms. Kelly questioned whether the awning would match those of adjacent storefronts.

Mr. Montez stated that it would match, with the valance able to be removed and replaced.

Ms. Stanley questioned whether the north awnings would include the Domino's name as included in the plans.

Mr. Montez stated that the plans did not include the north storefront, but that he would like to sign them if the Board permitted.

Ms. Stanley questioned the material to be used to obscure the north window.

Mr. Montez stated that the glazing contractor would install a panel which would match the storefront bronze framing color.

Ms. Stanley stated that it would be preferable that the film be applied on the interior.

Mr. Montez stated that the window would be replaced with glass that matches the color of the window frame.

Ms. Stanley questioned whether there was a cut sheet for the rear light fixture.

Mr. Montez stated that it is a security light, explaining that the door is being moved slightly.

Mr. Albinson requested clarification of whether there will be any logos or signs on the inside of the windows, or signage within the storefront.

Mr. Montez stated that what you'll be able to see from the street will be a panel that is 4 ½ feet, called "resin-strip", which is a newsprint kind of design which is beige and has Domino's on it. He stated that they sometimes have signage which they put on the front pertaining to the "carryout offer", which depending on the community we sometimes don't use.

Mr. Albinson stated that according to the petition it does not appear to contemplate a logo at all.

Mr. Montez confirmed that there is no logo, stating that the pylon sign in front of the building

includes room for a Domino's listing. He stated that because the store is replacing one that has been in existence for a while, since 1987, and there is not a need to publicize a new store which might otherwise be the goal.

Mr. Dearborn questioned whether there would be any permanent signs in the windows.

Mr. Montez stated that there would not be any permanent signs.

Ms. Kelly asked for clarification regarding pizza paddle sign.

Mr. Montez stated that the paddle sign would be their open sign.

A motion was made by Mr. Albinson, seconded by Ms. Kelly to approve awnings and the opaque window panel as presented. A vote was taken and the motion was unanimously passed.

AYES: Albinson, Dearborn, Klaskin, Kelly, Stanley, Swierk

NAYS: None

**Consideration of Request for Special Use Permit Request by Dominos to locate a take-out/delivery restaurant in the C-2 Retail Overlay District at 1009 Green Bay Road**

Ray Montez introduced himself as a Domino's franchisee with locations throughout the Chicago metropolitan area, including a current location at 57 Green Bay Road in Glencoe. He stated that Domino's requires franchisees to remodel their stores on a regular basis, and the current location is of an inadequate size for modern store layout requirements.

Mr. Montez explained that their plans involve relocating the existing Glencoe location to the vacant storefront at 1009 Green Bay Road at the corner of Green Bay and Scott Avenue. He explained that the space will be remodeled and will incorporate Domino's "pizza theater" layout, which brings the preparation of food out of the rear of the store, and places the work out in the open where customers can better see the work that goes into the product.

Mr. Montez noted that the space is approximately 1,110 square feet, and is located adjacent to the Village's parking deck which will allow delivery drivers to use the Village parking deck, allowing the on-street parking to be used by customers.

Mr. Montez explained that the store design incorporates very limited signage, limited to the awning above the storefront. He explained that the storefront windows will have a very open feel to it, as compared to other stores which have been referred to as "box stores" due to the stacking of pizza boxes in the window. He stated that the proposed new location will also have softer colors, and the awning will match the color of adjacent storefronts.

A Commission member asked if there would be any seating for dine in customers, noting that there appeared to be seating shown on the plan at the front of the store.

Mr. Montez clarified that the seating shown is for customers waiting for their pizza, where they can observe the operation while waiting. He stated that store design will use softer colors, white tile, and softer lighting and a more warm and inviting space.

Mr. Montez explained that while some locations have expanded their carryout business, the Glencoe location has had a difficult time due to the parking problems at the current space. He stated that they don't expect a significant increase in carryout due to the compact delivery area and therefore expect delivery to still be a preferred option for most customers.

Mr. Montez stated that they were very happy to find the subject location but then found out that they needed zoning approval. He stated that they are hopeful they will receive approval from the Plan Commission and Village Board, and hope to start construction the day after the Village Council approves the request.

A Commission member questioned whether the location will be accessible to skaters using the ice in Hubbard Woods Park.

Chairperson Dalman stated that it would likely be too far away to walk in skates. She stated that

she likes the fact that the applicant will be using the Village parking deck, which is currently underutilized.

Mr. Montez stated they are really excited about the new location, stating that the current space is only thirteen feet wide, and the at the new space will be much more open and inviting.

Mr. Golan stated that the area is somewhat darkly lit, and stated that the new space will contrast and be brightly lit, and might be either fluorescent or incandescent.

Mr. Montez clarified that lighting at the front of the store will recessed can lights in the ceiling, and wall finishes will be warmer darker colors.

Mr. Golan clarified that years ago when McDonalds came to Winnetka they had to jump through many hoops to make sure the location didn't look like a typical McDonalds. He stated that his concern is that as one drives down the street there might be one storefront which is brighter than all of the others.

Chairperson Dalman noted that the location is set back from the street.

Mr. Montez invited the Commission to view the recently remodeled Wilmette location to see the appearance which he stated would be very similar.

Ms. McCarthy questioned whether there will be congestion with commuters arriving at the adjacent Metra station and whether there will be conflicts with delivery drivers. She questioned what the peak delivery periods would be, explaining that a lot of commuters use Scott Avenue.

Mr. Coladarci noted that traffic study looked at delivery operation and described the peak period as 7-9 PM, with higher volume on Fridays.

McCarthy questioned whether they might be a conflict with pedestrians at the parking garage entrance.

Mr. Montez stated that the traffic engineering study included having someone look at the operation and analyzing the traffic patterns during the peak period.

Ms. Crumley questioned how many drivers will be driving at the peak time.

Mr. Montez stated that there may be five drivers.

Mr. Golan noted that there had previously been concerns with Domino's drivers relating to the 30 minute delivery guarantee causing reckless driving.

Mr. Montez stated that Domino's no longer offers that guarantee, but explained that the preparation time for an order is approximately five minutes which gives 20-25 minutes even without the 30 minute guarantee. He stated that while that is they still strive to offer quick

delivery, they no longer target or guarantee a 30 minute delivery. Mr. Montez stated that Domino's has an extensive process both for employing drivers initially as well as monitoring driving records every six months.

Mr. Montez stated that drivers must have at least 2 years driving experience and thus over 18 years of age, and can't have more than two violations in 3 years, and no major moving violations in 5 years.

Mr. Golan stated that the Commission is often discussing the loss of retail businesses, and that in this case we are adding one. Mr. Golan made a motion, seconded by Ms. McCarthy to recommend approval of the Special Use Permit application by Domino's for the proposed location at 1009 Green Bay Road.

### **RESOLUTION**

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses of a comparison shopping nature;
8. Proposed street frontages providing access to or visibility for one or more special uses shall provide for a minimum interruption in the existing and potential continuity and concentration of retail uses of a comparison shopping nature;

9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses of a comparison shipping nature;
10. If a project or building has, proposes or contemplates a mix of retail, office and service-type uses, and the retail portions of the project or building shall be located adjacent to the sidewalk. The minimum frontage for each retail use adjacent to the sidewalk shall be twenty (20) feet with a minimum gross floor area of four hundred (400) square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation;
11. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses of a comparison shopping nature.

NOW THEREFORE BE IT RESOLVED that the Winnetka Plan Commission finds that the proposed Special Use Permit application for the property at 1009 Green Bay Road is consistent with the above standards for the granting of a Special Use Permit.

Passed by a vote of **9** in favor and **0** opposed.

AYES: Dalman, Golan, Adelman, Case, Coladarci, Crumley, McCarthy, Morette, Thomas

NAYS: None

### **Public Comment**

No additional public comment was made at this time.

The meeting was adjourned at 11:00 p.m.

Respectfully submitted,

Antionette Johnson

CASE NO. \_\_\_\_\_

APPLICATION FOR SPECIAL USE

Name of Applicant RAY G. MONTEZ / NRJM INC

Property Address 1009 GREEN BAY RD

Home and Work Telephone Number cell 630-546-3003 office 630 7830300

Fax and Email RMONTEZ@DOMINOS-CHICAGO.COM

Architect Information: Name, Address, Telephone, Fax & Email

JASON DUTKOVICH - @ CHARLES VINCENT GEORGE ARCHITECTS  
604 N. WASHINGTON ST  
NAPERVILLE, IL. 60563 630-357-2023

Attorney Information: Name, Address, Telephone, Fax & Email

CHRIS CALI w/ LATIMER LEVAY FLYCK LLC  
55 W. MONROE ST  
CHICAGO, IL. 60603 312-6671353

Date Property Acquired by Owner UNKNOWN

Nature of Any Restrictions on Property Not zoned for PIZZA Pickups  
Delivery

Explanation of Special Use Requested To operate my Dominos  
PIZZA store at 1009 Green bay Rd.  
See ATTACHED statement

OFFICE USE ONLY

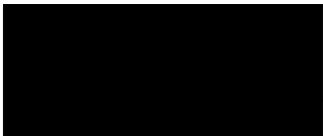
Special Use Requested under Ordinance Section(s) \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Date: \_\_\_\_\_

Explain in detail how the proposed Special Use meets the following standard. Under the terms of the Zoning Ordinance, no Special Use Permit shall be granted unless it is found:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided; and
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

Respectfully Submitted,



for EJ STERN  
Property Owner see attached letter 12/9/2015  
Date

\_\_\_\_\_  
Address

December 9, 2015

Ann Klaassan  
Planning Assistant Department of Community Development

Village of Winnetka  
510 Green Bay  
Winnetka, IL 60093

Dear Ms. Klaassan,

Ray Montez president of NRJM, Inc., has my permission to make application for all necessary permits required by the village of Winnetka, regarding his desire to relocate his Domino's Pizza store to my building located at 1009 Greenbay Road.

Sincerely,



E.J. Stern

Dear Village Planner and Zoning Board of Appeals,

I respectfully request a "Special Use Permit" for the purpose of relocating my Domino's Pizza store to 1009 Green Bay Rd. Winnetka, IL. 60093.

Let me begin by stating that I currently operate this store across the street at The Hubbard Woods Shopping center and have done so since October 1994. The store was opened in 1987 by the gentleman that I purchased it from. I began my career ten years early making this my 32<sup>nd</sup> year in the business. I currently own and operate 12 stores with our 13<sup>th</sup> set to open in late December 2015.

Domino's has been in business since 1960 and has gone through a transformation over the last few years starting in late 2009 and early 2010 with a complete revamp of our product lines. This part of the transformation was heralded by many business pundits because of our openness to air our failures in meeting customer expectations with regards to our product quality and more importantly the changes that were made in improving the quality and variety of our food products. This has prompted us to drop the word Pizza from our name. We are now just Domino's.

The next part of the transformation was with our people and the training they received around customer service and hospitality. Since the early days, Domino's Pizza was 95% delivery with very few customers coming to our stores. Customers attitude have changed and today they want to see their food being prepared and engage the people who are making it for them.

The last part of this transformation is the physical buildings. Our reimage at the turn of the century closed up our stores and did not allow for the customers to view what was happening behind the scenes. See Exhibit 1. Today that has changed. By 2017 all Domino's stores will be Pizza Theater stores. See Exhibit 2, 3, and 4. This re-image design came from global input of franchisees, competitive benchmarking, and the expertise of professional design firms. The Pizza Theater design provides more than modern finishes to an old pizza place. It puts a non-traditional spin on our layout offering a more interactive customer/Team member experience targeted to elevate the brand and support our growing carry out business. The result is a redesigned store that drives greater customer engagement.

Domino's is an extremely strong franchisor and holds us to very high standards. We have 3 to 5 unannounced visits each year that score our stores in areas of Product, Safety, Training, Store condition, and Service metrics on a 1 to 5 star rating scale. I am happy to say that this store constantly scores a solid 4 star with its only loss of points coming from store condition because we have not yet re-imaged. After relocation we will have a solid 5 star operation. Because of this, I believe that we will "not be detrimental to or endanger the public health, safety, comfort, morals or general welfare of the community".

As for the effect of our operations on property in our immediate vicinity and their values, we are budgeting between \$300,000.00 and \$350,000.00 in both new equipment and leasehold improvements for this store. We pride ourselves on being great corporate citizens that contribute to our communities both as an employer and as a support to the schools and community programs that involve children. Pizza is a great motivator for kids.

Our request for this special use permit will not impede the normal and orderly development or improvement to other properties in the immediate area because of our commitment to be a positive influence in the area. We have served the Winnetka community from our Glencoe address for over 30 years. We would like to become part of the community.

As for what measures we are taking to address congestion of the public ways; I have organized the layout of our store to have all delivery drivers exit and enter from our rear door where it is approximately 15 steps to the public parking garage. All Drivers will be required to park in the garage leaving street parking for customers. Along the north side of our building are 9 spaces that have 15 minute limits as well as spaces in the front of the store. Our make and bake time on a carry out order in 10 to 12 minutes ensuring that our customers will not tie up public parking. Also during our walk through it was pointed out that some changes to our exterior would have to be made for public safety which we whole heartedly agree with and will do.

With the public parking lot we will have more than enough parking. Reviews of the utilities at the site prove that there are sufficient utilities to meet our needs and would not burden our neighbors.

It is my belief that this request for Special use will in all other aspects conform to the regulations, ordinances, and codes of the Village of Winnetka. As well as bring in a leading corporate citizen to the community.

Our proposed request will, I believe, actually enhance and encourage the pedestrian nature of the area because of the openness of our store front. With our theater design we invite our customers to observe the entire process of making and baking their dinner.

The site of our proposed Special use permit will see no interruption in its existing retail uses. We are requesting no changes to the building, with the exception of a railing that we will be adding for safety. A single sign in the monument out front of the space will be our only sign. See exhibit 5. Our soffit and soft lighting seen from the street will show case our store as an open inviting space to come in and "Pick up dinner". Since very few of our customers actually visit our store with 75+% of our business being delivered to our customer's door, the few that come, will have easy access from street parking while they do their banking or other needed shopping.

As for our meeting of the minimum frontage for retail space, we are locating to an existing site that has been a retail store. I believe we meet these minimum standards. Our Store hours are 10:30am to Midnight Sunday through Thursday and 10:30am to 1:00am Friday and Saturday. We close our carry out for pick up at 10 pm.

And finally as for our impact to the area parking and how it might impact the existing retail businesses and their clientele, according to the KLOA parking study provided, we will have in excess of 180 spaces available during our busiest time.

Thank you

Ray J Montez





### Before & After Examples (Image 2000):

Before |



Paint Ceiling & New Lights

Raise Soffit

Tile Production Wall

Viewing Wall

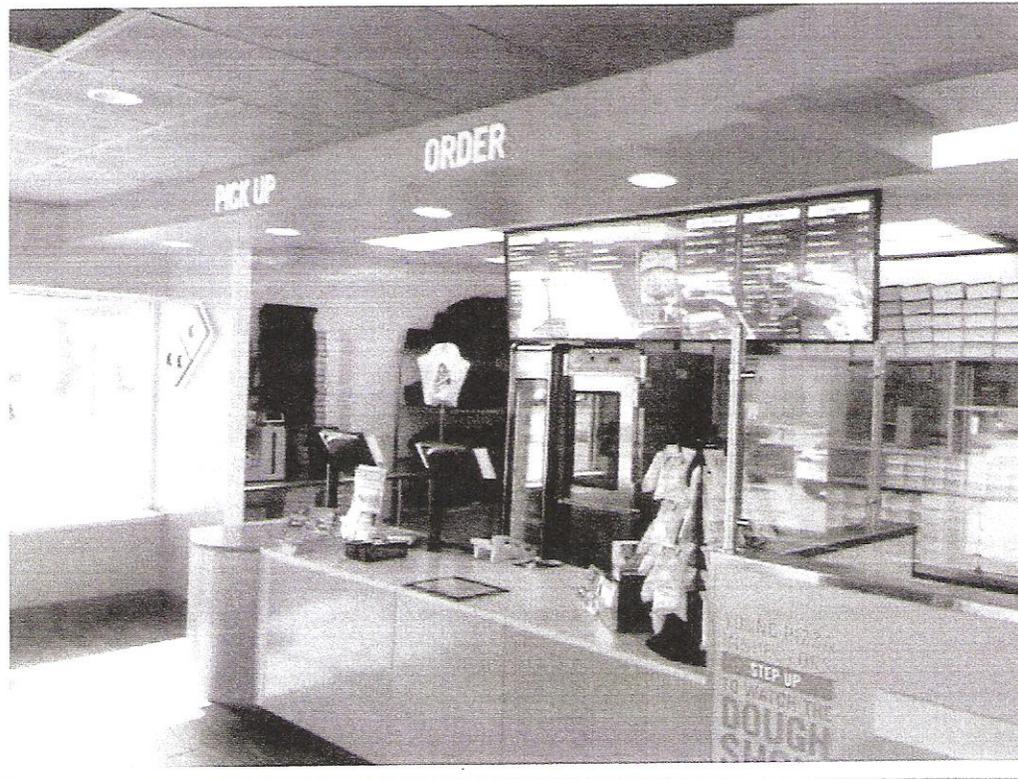
New Wall Finishes

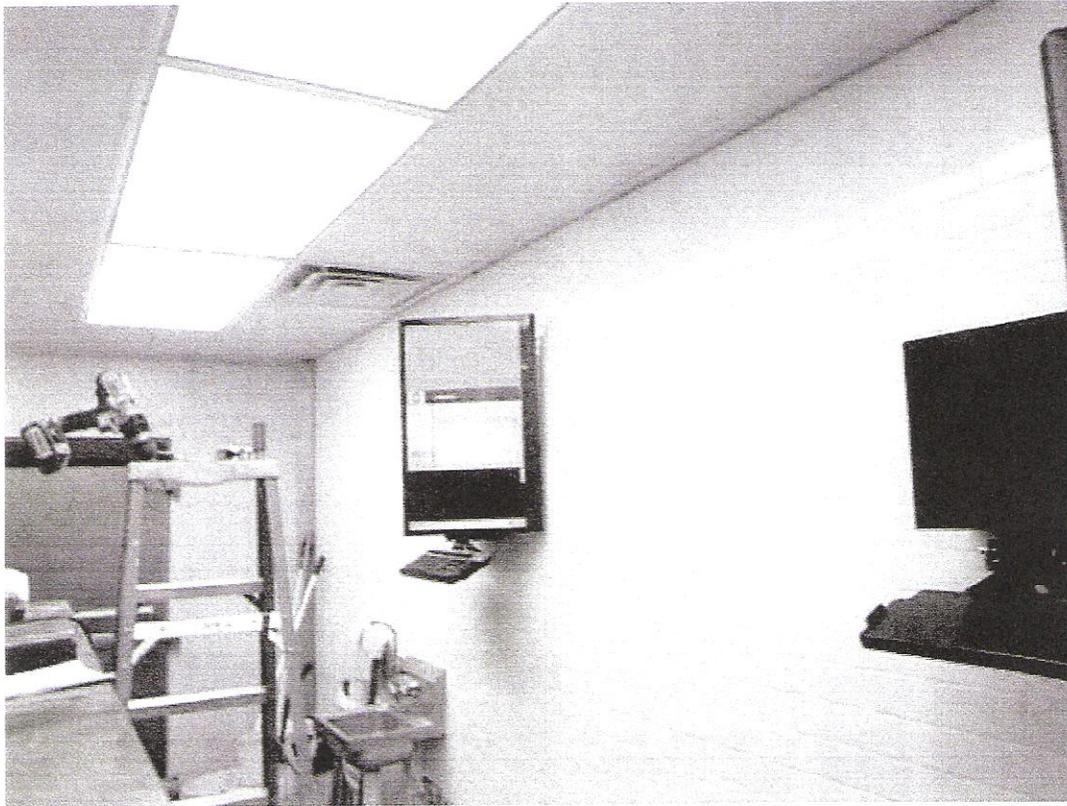
New Counters

New Flooring



After |





DAY FIVE CONSTRUCTION



DAY FIVE CONSTRUCTION



Friendly Sign, Inc.  
1281 N Schuyler Ave.  
Kankakee, IL 60901

Ph: 1.815.933.7070  
Fax: 1.815.933.4325  
E-mail: fsigns@yahoo.com

**Please read thoroughly:**

This drawing is submitted for your exclusive use, in connection with a project being planned by Friendly Signs, Inc. It is not to be shown to anyone outside your organization, nor is to be used, reproduced, copied or exhibited in any fashion, without the expressed permission of Friendly Signs, Inc.

No work will begin until the design proof has been signed and dated. Also once the design proof has been signed, all designs are final.

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

MEMORANDUM TO: Ray Montez  
NRJM, Inc.

FROM: Javier Millan  
Senior Consultant

Luay Aboona, PE  
Principal

DATE: December 11, 2015

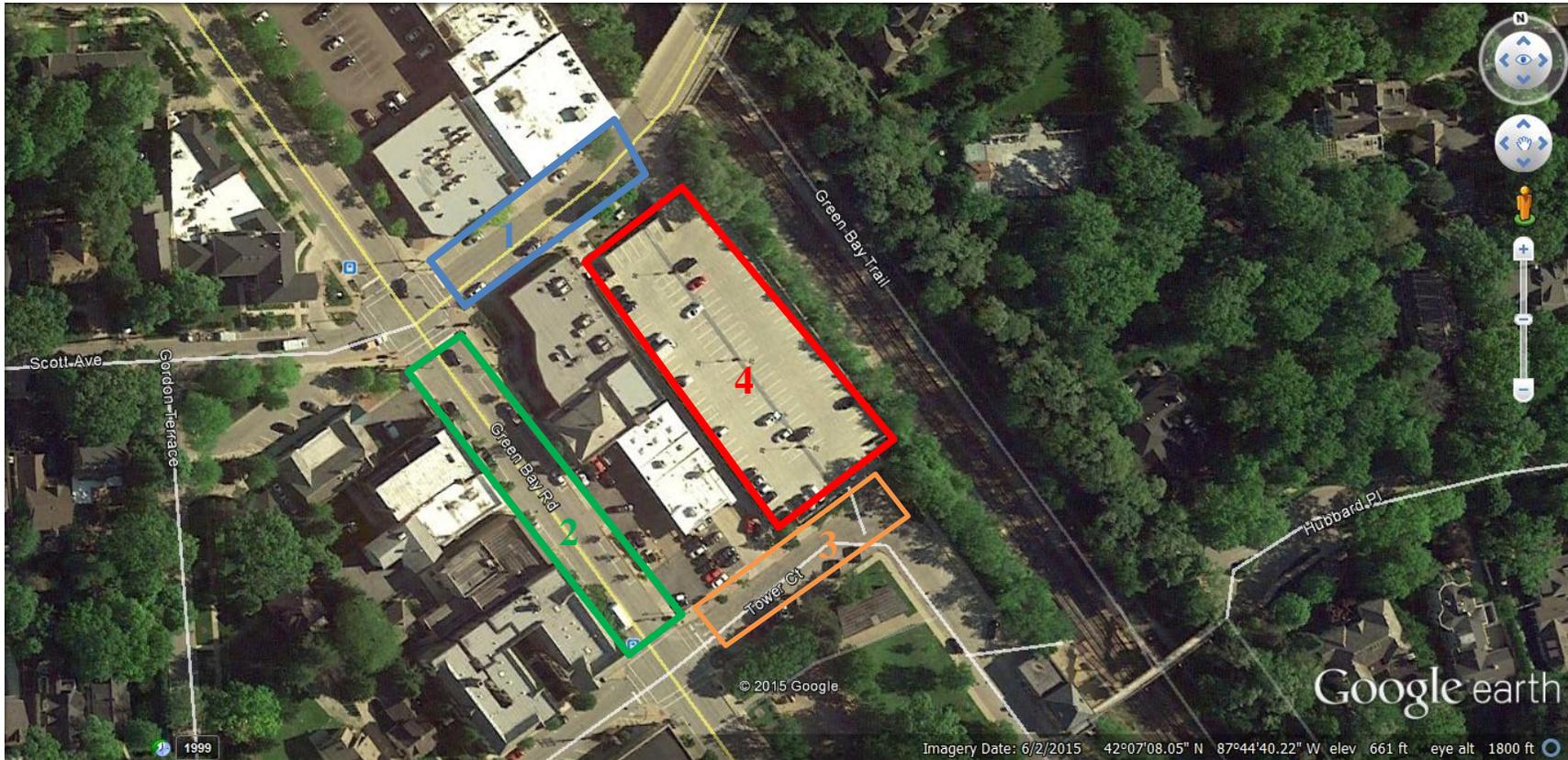
SUBJECT: Parking Evaluation  
Proposed Domino's Pizza Relocation  
Winnetka, Illinois

At your request, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has conducted a parking evaluation for the proposed occupancy by the existing Domino's Pizza on 67 Green Bay Road, Glencoe, Illinois to 1009 Green Bay Road (within the Hubbard Woods Court strip center) in Winnetka, Illinois. The Domino's Pizza will have no more than five employees at any given time (including three to four delivery drivers) and the hours of operation are Sunday through Thursday from 10:30 A.M. to 12:00 A.M. and Friday through Saturday from 10:30 A.M. to 1:00 A.M. The restaurant has truck deliveries twice a week between 3:00 A.M. and 6:00 A.M. No indoor or outdoor seating is provided as all of the business is delivery or take out. The future parking needs of the employees and customers are expected to be satisfied by the existing on-street and off-street parking within the Hubbard Woods Business District.

The purpose of this parking impact study was to determine the availability of the public parking within the immediate area and compare it with the expected parking demand of the Domino's Pizza.

## Existing Conditions

The site will be located at 1009 Green Bay Road within the Hubbard Woods Court strip center in Winnetka. Land uses in the area are mainly retail and service. The site is near the Hubbard Woods train station, which is located approximately 530 feet southeast and is currently served by a Village of Winnetka two-story public parking structure that provides approximately 223 parking spaces. The upper level contains approximately 115 parking spaces that are signed for Zone A (employee parking) or two hour parking from 10:30 A.M. to 6:00 P.M. The lower level contains approximately 108 parking spaces that are signed for Zone C (commuter parking) or two hour parking from 10:30 A.M. to 6:00 P.M. In addition to this public lot, Scott Avenue provides on-street parking on the north and south sides from Green Bay Road west to the access drive into the public structure, Green Bay Road between Scott Avenue and Tower Court and Tower Court between Green Bay Road and the access drive to the parking structure lower level. **Figure 1** shows an aerial view of the site and the study area.



**Aerial View of Site**

**Figure 1**

## Existing Parking Characteristics

In order to determine the availability of parking within close proximity to the site, a parking survey of the public lot (per level) and the on-street parking spaces on Scott Avenue, Green Bay Road and Tower Court was conducted. The surveys were conducted every 15 minutes on Friday December 4 and Saturday December 5 from 5:00 P.M. to 7:00 P.M. These times were chosen to coincide with the busiest times for pick-up and delivery of the Domino's Pizza. **Table 1** shows the survey area parking inventory while **Table 2** summarizes the parking demand and availability of the parking spaces within the study area. The results of the parking surveys of the public parking lot and the on-street parking per side are summarized in the Appendix.

Table 1  
SURVEY AREA PARKING INVENTORY

Location	Block	Side	Capacity	15-min. spaces	2 hour spaces	90-min spaces	Parking Regulation
1	Scott Avenue (Green Bay Road to Public Lot Drive)	North	7	3	4	0	Two hour parking 9:00 A.M. – 5:30 P.M.
		South	3	0	0	3	90 minute parking 8:00 A.M. to 6:00 P.M.
2	Green Bay Road (Scott Avenue to Tower Court)	East	7	0	0	7	90 minute parking 8:00 A.M. to 6:00 P.M.
		West	9	0	0	9	90 minute parking 8:00 A.M. to 6:00 P.M.
3	Tower Court (Green Bay Road to Public Lot Drive)	North	0	0	0	0	No parking anytime
		South	12	0	12	0	Two-hour parking 8:00 A.M. - 6:00 P.M.
4	Public Lot	Upper Level	115	0	115	0	Zone A parking (8:00 to 10:30 A.M.) and two hour parking (10:30 A.M. to 6:00 P.M.)
		Lower Level	108	0	108	0	Zone C parking (8:00 to 10:30 A.M. M-F) and two hour parking (10:30 A.M. to 6:00 P.M.)
<b>Total</b>			<b>261</b>	3	239	19	

Table 2  
SUMMARY OF PARKING OCCUPANCY SURVEY

Time	Friday December 4, 2015		Saturday December 5, 2015	
	Occupied	Available	Occupied	Available
5:00 P.M.	78	183	55	206
5:15 P.M.	74	187	52	209
5:30 P.M.	72	189	51	210
5:45 P.M.	72	189	52	209
6:00 P.M.	73	188	51	210
6:15 P.M.	74	187	59	202
6:30 P.M.	73	188	67	194
6:45 P.M.	61	200	63	198
7:00 P.M.	67	194	65	196

## **Proposed Development**

As proposed, the Domino's Pizza restaurant will occupy the north endcap building of the Hubbard Woods Court strip center. The Domino's Pizza will have no more than five employees at any given time (including three to four delivery drivers). The hours of operation are Sunday through Thursday from 10:30 A.M. to 12:00 A.M. and Friday through Saturday from 10:30 A.M. to 1:00 A.M. The restaurant has truck deliveries twice a week between 3:00 A.M. and 6:00 A.M. No indoor or outdoor seating is provided as all of the business is delivery or take out.

Based on data of seven consecutive days (Monday through Sunday), the Domino's Pizza experiences the busiest hours during 5:00 P.M. to 7:00 P.M. period with 30 percent of their business being carry-out and the remaining 70 percent being delivery. Further inspection of the data indicated that Friday experienced its heaviest demand with eight carry outs and 38 deliveries at 6:00 P.M. The seven day data is included in the Appendix.

Given this information, it is anticipated that the maximum parking demand generated by the proposed Domino's Pizza will be five vehicles (employees) and eight vehicles for carry outs. As can be seen from Table 2, there are over 185 parking spaces available in the immediate area during the 6:00 to 7:00 P.M. hour. These number of available parking spaces can easily accommodate the projected peak parking demand of the Domino's Pizza. Although, the number of available parking spaces within close proximity will be adequate to accommodate the future parking demand, consideration should be given to converting the three spaces on the south side of Scott Avenue to 15-minute (similar to the spaces on the north side of Scott Avenue) in order to ensure quick turnover parking is readily available for carry-out customers.

## **Conclusion**

Based on the results of the parking surveys, adequate parking supply exists in the vicinity of the proposed Domino's Pizza to accommodate the anticipated projected peak parking demand of five employees and eight carry-out customers. The combination of available unoccupied on-street parking spaces and off-street parking spaces in the adjacent public parking lots will ensure that the parking needs of the proposed Domino's Pizza as well as other vacant storefronts within the area will be met even under the conservative scenario with a parking demand of up to 13 spaces.

# Appendix

Table 3  
 PARKING OCCUPANCY (FRIDAY, DECEMBER 4, 2015)

Location	Side	Capacity	Number of Spaces Occupied								
			5:00 P.M.	5:15 P.M.	5:30 P.M.	5:45 P.M.	6:00 P.M.	6:15 P.M.	6:30 P.M.	6:45 P.M.	7:00 P.M.
1	North	7	4	5	7	5	5	7	7	6	6
	South	3	3	3	3	2	3	3	2	3	3
2	East	7	5	4	3	6	5	6	6	6	6
	West	9	6	4	6	4	5	4	6	2	7
3	North	0	0	0	0	0	0	0	0	0	0
	South	12	2	0	1	0	0	0	0	0	0
4	Upper Level	115	28	33	26	31	32	29	27	22	22
	Lower Level	108	30	25	26	24	23	25	25	22	23

Table 4  
 PARKING OCCUPANCY (SATURDAY, DECEMBER 5, 2015)

Location	Side	Capacity	Number of Spaces Occupied								
			5:00 P.M.	5:15 P.M.	5:30 P.M.	5:45 P.M.	6:00 P.M.	6:15 P.M.	6:30 P.M.	6:45 P.M.	7:00 P.M.
1	North	7	2	2	3	3	4	6	7	6	6
	South	3	2	1	1	2	3	3	3	2	3
2	East	7	3	4	4	6	4	7	7	7	7
	West	9	2	1	1	1	2	2	4	4	4
3	North	0	0	0	0	0	0	0	0	0	0
	South	12	0	0	0	0	0	0	0	0	0
4	Upper Level	115	27	24	24	23	22	26	28	28	28
	Lower Level	108	19	20	18	17	16	15	18	16	17

Domino's Pizza Data

Monday 11-16				Tuesday 11-17				Wednesday 11-18			
Time	Carry-Out	Delivery	Hourly Total	Time	Carry-Out	Delivery	Hourly Total	Time	Carry-Out	Delivery	Hourly Total
10:00 AM	2	1	3	10:00 AM	0	0	0	10:00 AM	0	0	0
11:00 AM	4	2	6	11:00 AM	1	7	8	11:00 AM	3	2	5
12:00 PM	5	1	6	12:00 PM	1	1	2	12:00 PM	6	1	7
1:00 PM	1	1	2	1:00 PM	1	1	2	1:00 PM	5	2	7
2:00 PM	3	0	3	2:00 PM	2	1	3	2:00 PM	0	1	1
3:00 PM	0	0	0	3:00 PM	1	4	5	3:00 PM	0	2	2
4:00 PM	0	0	0	4:00 PM	2	4	6	4:00 PM	4	6	10
5:00 PM	0	8	8	5:00 PM	2	10	12	5:00 PM	2	8	10
6:00 PM	7	4	11	6:00 PM	3	8	11	6:00 PM	5	9	14
7:00 PM	7	2	9	7:00 PM	4	3	7	7:00 PM	2	5	7
8:00 PM	0	1	1	8:00 PM	2	2	4	8:00 PM	2	0	2
9:00 PM	<u>1</u>	<u>3</u>	<u>4</u>	9:00 PM	1	1	2	9:00 PM	0	3	3
<b>Daily Total</b>	<b>30</b>	<b>23</b>	<b>53</b>	10:00 PM	<u>1</u>	<u>1</u>	<u>2</u>	10:00 PM	0	1	1
				<b>Daily Total</b>	<b>21</b>	<b>43</b>	<b>64</b>	11:00 PM	<u>0</u>	<u>1</u>	<u>1</u>
								<b>Daily Total</b>	<b>29</b>	<b>41</b>	<b>70</b>

Domino's Pizza Data (Continuation)

Thursday 11-19				Friday 11-20				Saturday 11-21			
Time	Carry-Out	Delivery	Hourly Total	Time	Carry-Out	Delivery	Hourly Total	Time	Carry-Out	Delivery	Hourly Total
10:00 AM	1	0	<b>1</b>	10:00 AM	0	0	<b>0</b>	10:00 AM	0	0	<b>0</b>
11:00 AM	2	1	<b>3</b>	11:00 AM	4	4	<b>8</b>	11:00 AM	2	2	<b>4</b>
12:00 PM	6	2	<b>8</b>	12:00 PM	6	4	<b>10</b>	12:00 PM	6	3	<b>9</b>
1:00 PM	1	0	<b>1</b>	1:00 PM	5	3	<b>8</b>	1:00 PM	1	9	<b>10</b>
2:00 PM	2	1	<b>3</b>	2:00 PM	0	2	<b>2</b>	2:00 PM	2	6	<b>8</b>
3:00 PM	1	2	<b>3</b>	3:00 PM	2	3	<b>5</b>	3:00 PM	3	4	<b>7</b>
4:00 PM	0	5	<b>5</b>	4:00 PM	6	13	<b>19</b>	4:00 PM	4	10	<b>14</b>
5:00 PM	6	18	<b>24</b>	5:00 PM	11	31	<b>42</b>	5:00 PM	3	32	<b>35</b>
6:00 PM	6	14	<b>20</b>	6:00 PM	8	38	<b>46</b>	6:00 PM	2	26	<b>28</b>
7:00 PM	5	14	<b>19</b>	7:00 PM	8	22	<b>30</b>	7:00 PM	4	26	<b>30</b>
8:00 PM	2	7	<b>9</b>	8:00 PM	4	12	<b>16</b>	8:00 PM	3	8	<b>11</b>
9:00 PM	1	6	<b>7</b>	9:00 PM	1	9	<b>10</b>	9:00 PM	7	7	<b>14</b>
10:00 PM	0	2	<b>2</b>	10:00 PM	1	4	<b>5</b>	10:00 PM	0	7	<b>7</b>
11:00 PM	<u>2</u>	<u>3</u>	<u>5</u>	11:00 PM	0	6	<b>6</b>	11:00 PM	1	3	<b>4</b>
<b>Daily Total</b>	<b>35</b>	<b>75</b>	<b>110</b>	12:00 AM	1	2	<b>3</b>	12:00 AM	<u>2</u>	<u>2</u>	<u>4</u>
				1:00 AM	0	0	<b>0</b>	<b>Daily Total</b>	<b>40</b>	<b>145</b>	<b>185</b>
				2:00 AM	<u>1</u>	<u>0</u>	<u>1</u>				
				<b>Daily Total</b>	<b>58</b>	<b>153</b>	<b>211</b>				

Domino's Pizza Data (Continuation)

<b>Sunday 11-22</b>			
<b>Time</b>	<b>Carry- Out</b>	<b>Delivery</b>	<b>Hourly Total</b>
10:00 AM	0	0	<b>0</b>
11:00 AM	1	5	<b>6</b>
12:00 PM	1	7	<b>8</b>
1:00 PM	0	6	<b>6</b>
2:00 PM	0	2	<b>2</b>
3:00 PM	0	1	<b>1</b>
4:00 PM	1	6	<b>7</b>
5:00 PM	3	16	<b>19</b>
6:00 PM	4	8	<b>12</b>
7:00 PM	2	9	<b>11</b>
8:00 PM	2	4	<b>6</b>
9:00 PM	1	3	<b>4</b>
10:00 PM	0	2	<b>2</b>
11:00 PM	<u>0</u>	<u>3</u>	<u>3</u>
<b>Daily Total</b>	<b>15</b>	<b>72</b>	<b>87</b>

# Memorandum

**To:** Winnetka Plan Commission  
**From:** Steven M. Saunders, Director of Public Works/Village Engineer  
**Date:** January 8, 2016  
**Re:** Traffic and Parking Evaluation – 1009 Green Bay Road Proposed Special Use (Domino’s Pizza)

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The Village of Winnetka has received an application to permit a Special Use at 1009 Green Bay Road. The proposed development consists of relocation of a Domino’s Pizza restaurant to existing tenant space at the above location. The proposed operation will provide for delivery and pick up only, with no in-store seating. The proposed development does not include any parking changes or improvements, or other access-related changes.

The Village Code requires that certain findings must be satisfied for the approval of a Special Use. These findings include 1) that adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways; and 2) that adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the special use exist or are to be provided. To demonstrate that these conditions have been satisfied, the applicant has engaged KLOA, Inc., a traffic engineering firm, to complete a traffic and parking study for the property. I have reviewed this study, dated December 11, 2015, and offer the following comments on whether adequate parking, access roads, and other facilities necessary to the operation of the special use exist or are to be provided.

The applicant currently operates a restaurant in Hubbard Woods Plaza just north of the proposed location, with a similar carry-out/delivery model. KLOA gathered data on the current operation to determine average numbers of carry-outs and deliveries, based on a typical week in November. Based on this data, the peak time for carry-outs is Friday evening between 5pm and 7pm. KLOA has estimated a peak-hour parking demand associated with carry-out activities of 8 vehicles, plus an employee parking demand of 5 vehicles. It is expected that the employees will park in the designated employee spaces in the upper level of the adjacent Hubbard Woods parking facility, and that carry out customers will either park on-street or in the upper level of the parking facility. Based on a parking occupancy study completed December 4-5, 2015, while available on-street parking on Green Bay Road and Scott Avenue is limited, there are in excess of 80 available spaces in the upper level of the parking facility during the peak hour. It is therefore my opinion that the ample parking is available for the proposed special use.



## Agenda Item Executive Summary

**Title:** Ordinance No. M-5-2016: 554 Green Bay Road, Verizon Wireless, Special Use Permit (Introduction/Adoption)

**Presenter:** Michael D'Onofrio, Director of Community Development

**Agenda Date:** 03/01/2016

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

**Consent:**  YES  NO

### Item History:

None

### Executive Summary:

This request is for a Special Use Permit to allow Verizon Wireless to place a wireless telecommunication antenna on the commercial building at 554 Green Bay Road. The proposed installation consists of a single panel antenna measuring 1 ft. x 2 ft. mounted to the building's chimney. The antenna and related cables and hardware will be painted to match the chimney's existing brick. This particular antenna is intended to address capacity issues in the vicinity of the Elm Street Metra station, with Verizon customers finding the system overloaded at periods of peak usage.

The proposed antenna is described in Verizon's application materials as "under-build" technology, wherein smaller, targeted installations are designed to supplement Verizon's primary "backbone" network, correcting for areas such as the Metra station to avoid quality of service issues for Verizon cellular and data customers.

The Zoning Board of Appeals voted 7 to 0 to recommend approval of the Special Use Permit at its meeting on November 16, 2015.

The Plan Commission voted 8 to 0 to recommend approval of the requested Special Use Permit at its meeting on January 27, 2016.

### Recommendation:

Consider introduction of Ordinance No. M-5-2016 granting a Special Use Permit for the proposed Verizon Wireless Telecommunication facility installation at 554 Green Bay Road.

Or

Consider waiving introduction of No. Ordinance M-5-2016 (waiving introduction requires a unanimous vote) and consider adoption, granting a Special Use Permit for the proposed Verizon Wireless Telecommunication facility installation at 554 Green Bay Road.

### Attachments:

- Agenda Report
- Attachment A: Ordinance No. M-5-2016
- Attachment B: Adopted Minutes – November 16, 2015 Zoning Board of Appeals meeting
- Attachment C: Draft Minutes – January 27, 2016 Plan Commission meeting
- Attachment D: Application materials

## AGENDA REPORT

SUBJECT: Ordinance M-5-2016: *Special Use Permit* for Verizon Wireless, 554 Green Bay Road

PREPARED BY: Brian Norkus, Assistant Director of Community Development

DATE: February 17, 2016

Ordinance M-5-2016 grants a Special Use Permit to allow Verizon Wireless to place a wireless telecommunication antenna on the commercial building at 554 Green Bay Rd. The proposed installation consists of a single panel antenna measuring 1 ft. x 2 ft. mounted to the building's chimney. The antenna and related cables and hardware will be painted to match the chimney's existing brick. This particular antenna is intended to address capacity issues in the vicinity of the Elm Street Metra station, with Verizon customers finding the system overloaded at periods of peak usage.

The proposed antenna is described in Verizon's attached application materials as "under-build" technology, wherein smaller, targeted installations are designed to supplement Verizon's primary "backbone" network, correcting for areas such as the Metra station to avoid quality of service issues for Verizon cellular and data customers.



Figure 1 - site location

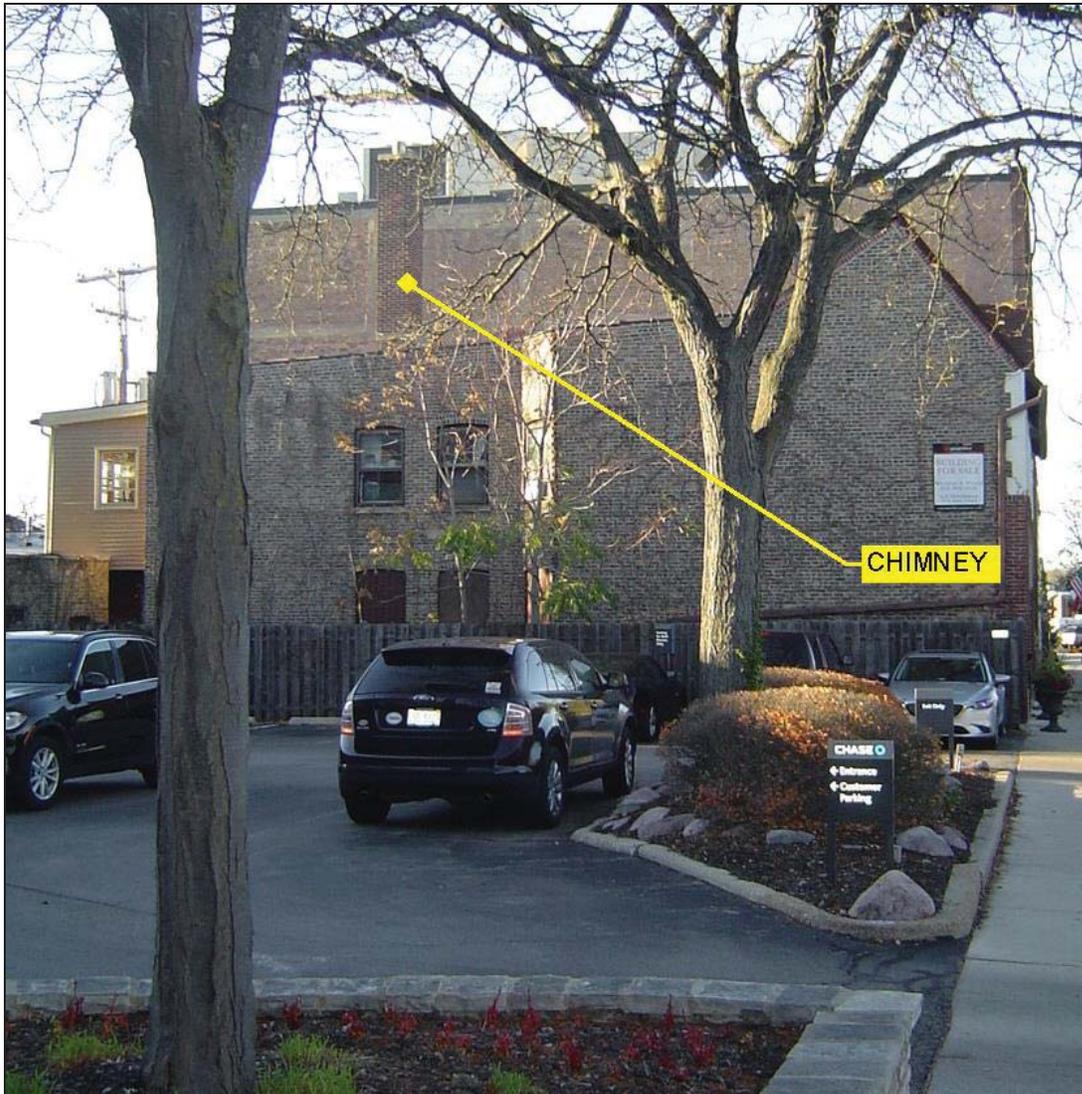


Figure 2 - proposed location of antenna (view looking north)

**Figure 2** above depicts the proposed antenna's location, to be mounted at a height of 40 feet, and facing the adjacent Chase Bank parking lot. **Figure 3** on the following page provides a detailed elevation view of the proposed installation, with the single 1-foot wide antenna contained within the surface or face of the chimney.

The current "under-build" proposal differs from installations considered by the Village in the past. Whereas previous "backbone" installations typically incorporate three larger antennas to achieve full 360 degree signal coverage, the proposed antenna would be able to be both smaller in size and fewer in number.

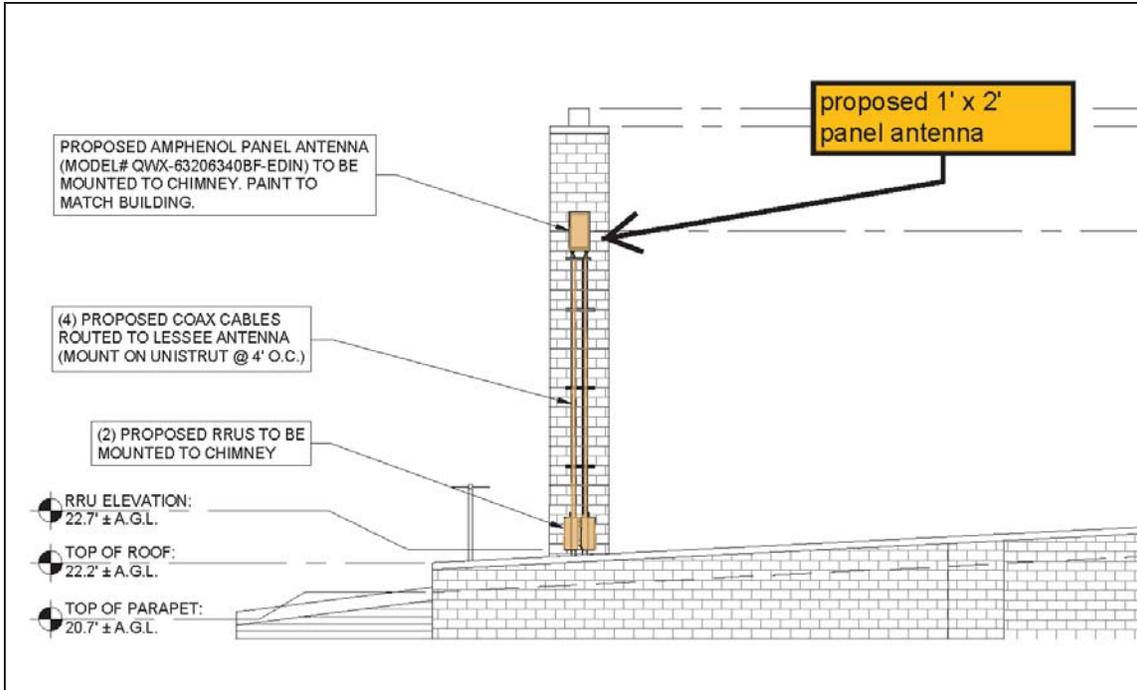


Figure 3 – detail elevation view of current “under-build” proposal (looking north)

Whereas the current proposal shown above incorporates a **single** panel antenna measuring 1 ft. x 2 ft., typical installations such as shown in **Figure 4** below incorporate **three** antennas to achieve full 360 degree coverage, and utilize antennas with a greater surface area (typically between 36” – 48” in height). The more compact nature of the current proposal is owed to the design and purpose of the current proposal, to provide additional data capacity to a small area.



Figure 4 - existing installation of typical "backbone" network, circa 1998 (911 Green Bay Road)

## **Standards for evaluation**

Chapter 17.52 of the Zoning Ordinance [*Wireless Telecommunication Service Facilities Overlay District*], was added to the Zoning code in 1997 to provide a framework for the evaluation and approval of telecommunication service facilities. Chapter 17.52 was adopted to establish acceptable locations for such facilities, as well as to provide standards to minimize their visual impact.

Wireless facilities are permitted within the C1 and C2 districts, subject to their being evaluated as a *Special Use*. Chapter 17.52 requires that such applications be evaluated for compliance both with the five general standards applicable to Special Uses, as well as the following specific performance criteria:

### ***Section 17.52.010(N)(4)[Wireless facilities–Site requirements for wall mounted antenna]***

- A. **Location (complies)** - *Antennas shall be placed on the side of an existing structure and shall be located at least two hundred fifty (250) feet from any single-family residence.*
- B. **Height (complies)** - *Antennas shall not exceed the height limitation of the C-1 or C-2 Zoning District, except that an antenna may be wall-mounted on an existing structure that is of a legally nonconforming height without increasing the degree of nonconformity.*
- C. **Co-Use and Collocation (not applicable)** - *Two antenna sites for two telecommunications providers are allowed per existing structure.*
- D. **Design.**
  - a. **Color of Antennas (complies)** - *Antennas attached to the side of an existing structure shall be of a color identical to or closely compatible with the surface to which they are mounted.*
  - b. **Equipment Cabinets and Shelters (complies)** - *All electronic and other related equipment and appurtenances necessary for the operation of any WTSF shall be located within a lawfully pre-existing structure or concealed completely below grade.*
- E. **Architectural Compatibility (complies)** - *Wall-mounted antennas shall be architecturally compatible with the structure on which they are mounted, and designed and located so as to minimize any adverse aesthetic impact.*
- F. **Mounting Requirements (complies)** - *Wall-mounted antennas shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which they are mounted unless for technical reasons the antennas need to project above the roof line. If required to project above the roof line, the antennas may not project above the parapet of the roof by more than ten (10) feet.*
- G. **Set Back (complies)** - *No wall-mounted antennas, antenna array, or support structure shall be erected or maintained closer to any street than the minimum setback for the zone in which it is located.*

### **Recommendation of Advisory Boards**

On November 16, 2015, the Zoning Board of Appeals voted 7-0 to recommend approval of the Special Use Permit application for the proposed Wireless Telecommunication facility at 554 Green Bay Road. A copy of the Zoning Board of Appeals' meeting minutes is included as *Attachment B*

On January 27, 2016, the Plan Commission voted 8-0 to recommend approval of the requested Special Use Permit. A copy of the Plan Commission's draft meeting minutes is included as *Attachment C*.

### **Recommendation:**

Consider introduction of Ordinance M-5-2016 granting a Special Use Permit for the proposed Verizon Wireless Telecommunication facility installation at 554 Green Bay Road.

*Or,*

Consider waiving introduction of Ordinance M-5-2016 (waiving introduction requires a unanimous vote) and consider adoption, granting a Special Use Permit for the proposed Verizon Wireless Telecommunication facility installation at 554 Green Bay Road.

### **Exhibits**

Attachment A – Ordinance M-5-2016

Attachment B – Adopted Minutes – November 16, 2015 Zoning Board of Appeals meeting

Attachment C – Draft Minutes – January 27, 2016 Plan Commission meeting

Attachment D – Application materials

# ATTACHMENT A

ORDINANCE NO. M-5-2016

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
FOR A WIRELESS TELECOMMUNICATIONS SERVICE FACILITY  
WITHIN THE WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES  
OVERLAY DISTRICT OF THE VILLAGE  
(554 Green Bay Road)**

**WHEREAS**, Chicago SMSA Limited Partnership, d/b/a Verizon Wireless ("*Applicant*"), is the lessee of a portion of the property commonly known as 554 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

**WHEREAS**, Roman Sanchez ("*Owner*") is the record title owner of the Subject Property; and

**WHEREAS**, the Subject Property is located within the C-2 General Retail Commercial District and the Wireless Telecommunications Service Facility Overlay District of the Village (collectively, "*WTSF Overlay District*"); and

**WHEREAS**, the Applicant desires to operate a wireless telecommunications service facility at the Subject Property; and

**WHEREAS**, pursuant to Section 17.52.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the operation of a wireless telecommunications service facility is not permitted within the WTSF Overlay District without a special use permit; and

**WHEREAS**, the Applicant filed an application for a special use permit pursuant to Section 17.52.010 and Chapter 17.56 of the of the Zoning Ordinance to allow a wireless telecommunications service facility at the Subject Property ("*Special Use Permit*"); and

**WHEREAS**, the Owner of the Subject Property has consented to the application for the Special Use Permit filed by the Applicant; and

**WHEREAS**, on November 16, 2015, after due notice thereof, the Zoning Board of Appeals conducted a public hearing on the proposed Special Use Permit and, by a vote of 7 in favor and none opposed, recommended that the Village Council approve the Special Use Permit; and

**WHEREAS**, on January 27, 2016, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of 8 in favor and none opposed, recommended that the Village Council approve the Special Use Permit; and

**WHEREAS**, the Village Council has determined that the proposed Special Use Permit satisfies the standards for the approval of special use permits within the WTSF Overlay District set forth in Chapter 17.56 and Section 17.52.010 of the Zoning Ordinance and is in the best interest of the Village and its residents;

**NOW, THEREFORE**, the Council of the Village of Winnetka do ordain as follows:

**SECTION 1: RECITALS.** The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

**SECTION 2: SPECIAL USE PERMIT.** Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.52.010 of the Zoning Ordinance and the home rule powers of the Village, to allow the wireless telecommunications service facility at the Subject Property within the WTSF Overlay District.

**SECTION 3: CONDITIONS.** The Special Use Permit granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Commencement of Operation.** The Applicant must commence operation of the proposed wireless telecommunications service facility no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. **Compliance with Plans.** The development, use, and maintenance of the wireless telecommunications service facility at the Subject Property must be in strict accordance with the following plans, except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards:
  1. The Roof Plan prepared by Terra Consulting Group, consisting of one sheet, and with a latest revision date of August 18, 2015, a copy of which is attached to this Ordinance as **Exhibit B**;
  2. The Proposed Site Elevation prepared by Terra Consulting Group, consisting of one sheet, and with a latest revision date of August 18, 2015, a copy of which is attached to this Ordinance as **Exhibit C**; and

3. The Structural Details prepared by Terra Consulting Group, consisting of one sheet, and with a latest revision date of August 18, 2015, a copy of which is attached to this Ordinance as **Exhibit D**.

**SECTION 4: RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

**SECTION 5: FAILURE TO COMPLY.** Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

**SECTION 6: AMENDMENT OF SPECIAL USE PERMIT.** Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

**SECTION 7: EFFECTIVE DATE.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit E** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant and the Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council,

the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed:

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

Countersigned:

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

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Introduced: March 1, 2016

Passed and Approved: \_\_\_\_\_, 2016

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Lot 6 in Dale and Others Subdivision of Block 14 in the Village of Winnetka in Sections 20 and 21, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat recorded February 4, 1886 as Document 688725 in Book 21 of Plats Page 31, in Cook County, Illinois.

Commonly known as: 554-558 Green Bay Rd., Winnetka, Illinois.

**EXHIBIT B**  
**ROOF PLAN**  
**(SEE ATTACHED EXHIBIT B)**



**EXHIBIT C**

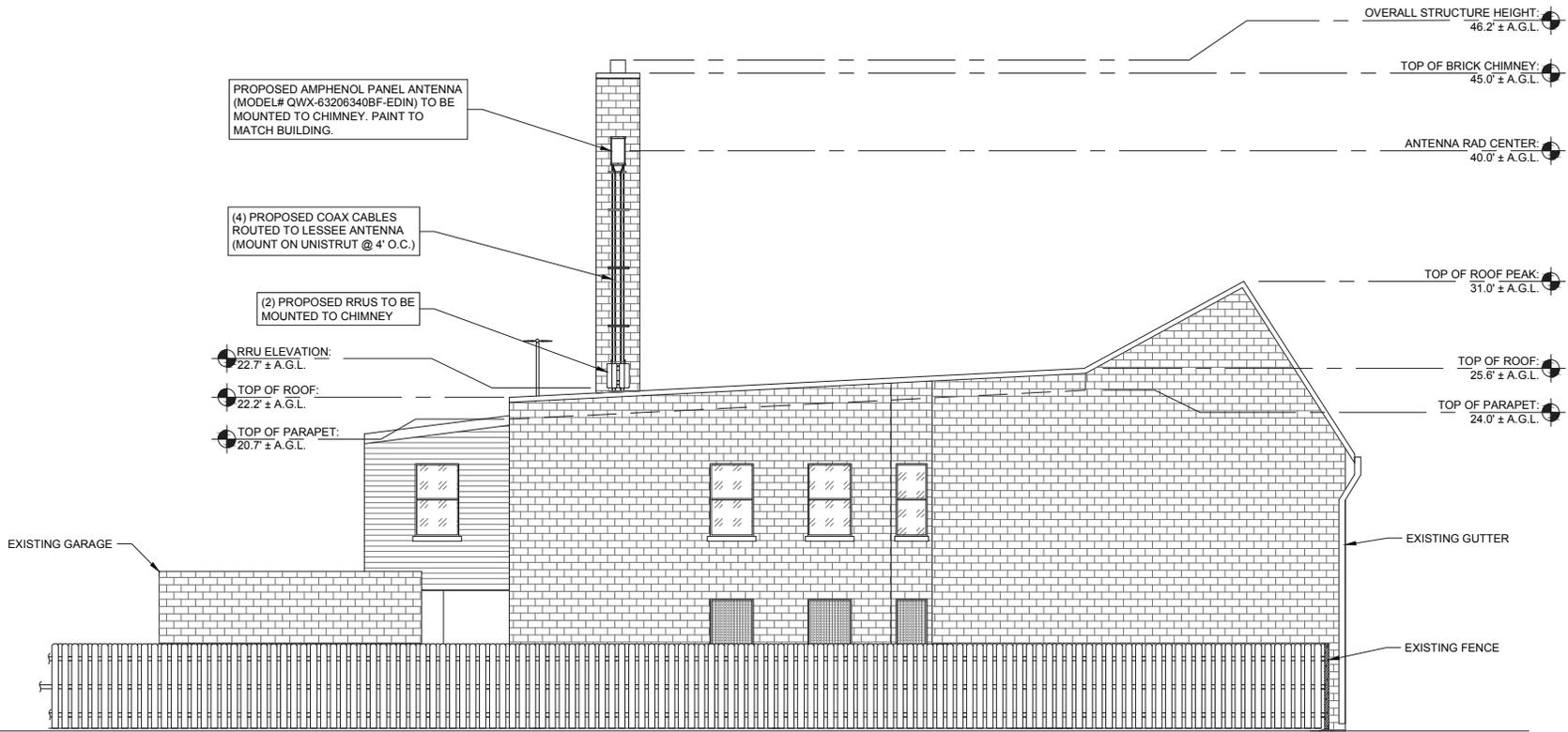
**PROPOSED SITE ELEVATION**

**(SEE ATTACHED EXHIBIT C)**

EXHIBIT C

NOTE:  
THIS DRAWING IS FOR EXHIBIT  
AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO STRUCTURAL  
REPORT PREPARED BY HUTTER  
TRANKINA ENGINEERING.



1 PROPOSED SOUTH ELEVATION  
SCALE: 1/4" = 1'-0" ±

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS



NO.	REVISIONS	DESCRIPTION	DATE	BY
1	A	ISSUED FOR REVIEW	07/28/15	LRB
		REVISED WITH VENT HEIGHT	08/18/15	MPC

LOC# 292391  
WINNETKA METRA SC  
554 GREENBAY RD.  
WINNETKA, IL 60093

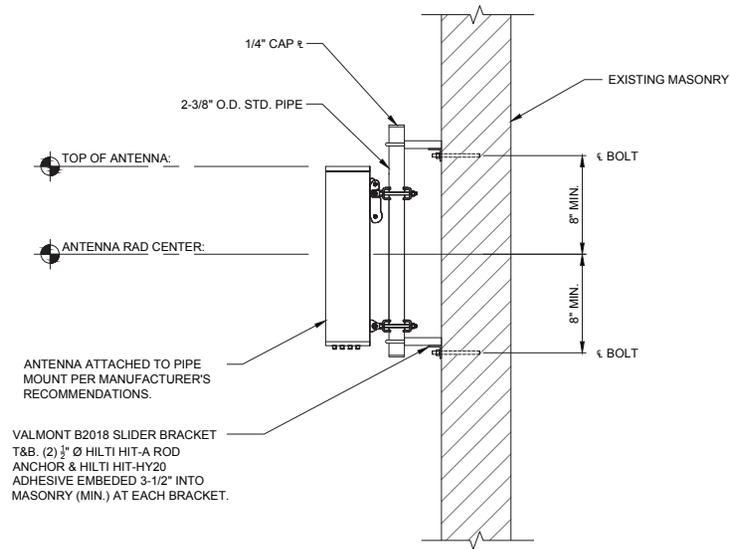
DRAWN BY:	ELW
CHECKED BY:	TAZ
DATE:	04/29/15
PROJECT #:	88-031

SHEET TITLE  
PROPOSED SITE  
ELEVATION

SHEET NUMBER  
**ANT-1**

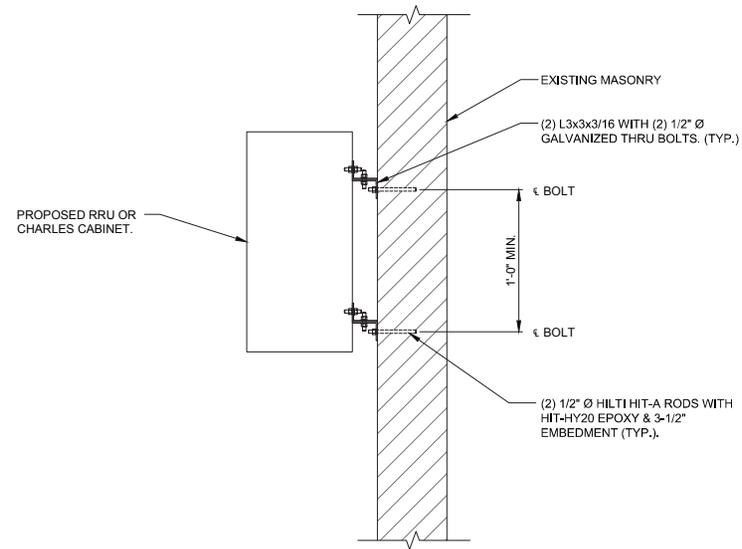
**EXHIBIT D**  
**STRUCTURAL DETAILS**  
**(SEE ATTACHED EXHIBIT D)**

EXHIBIT D



VALMONT B2018 SLIDER BRACKET  
T&B. (2) 1/2" Ø HILTI HIT-A ROD  
ANCHOR & HILTI HIT-HY20  
ADHESIVE EMBEDDED 3-1/2" INTO  
MASONRY (MIN.) AT EACH BRACKET.

1 TYPICAL ANTENNA PIPE MOUNT  
SCALE: N.T.S.



2 TYPICAL RRU/CHARLES CABINET MOUNT  
SCALE: N.T.S.

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS



NO.	REVISIONS	DATE	BY
1	ISSUED FOR REVIEW	07/28/15	LRB
2	REVISED WITH VENT HEIGHT	08/18/15	MPC

LOC# 292391  
**WINNETKA METRA SC**  
554 GREENBAY RD.  
WINNETKA, IL 60093

DRAWN BY:	ELW
CHECKED BY:	TAZ
DATE:	04/29/15
PROJECT #:	88-031

SHEET TITLE  
**STRUCTURAL DETAILS**

SHEET NUMBER  
**S-1**

**EXHIBIT E**

**UNCONDITIONAL AGREEMENT AND CONSENT**

TO: The Village of Winnetka, Illinois ("**Village**");

**WHEREAS**, Chicago SMSA Limited Partnership, d/b/a Verizon Wireless ("**Applicant**"), desires to operate a wireless telecommunications service facility located at 554 Green Bay Road in the Village ("**Subject Property**"); and

**WHEREAS**, Roman Sanchez ("**Owner**"), is the record title owner of the Subject Property and consents to a wireless telecommunications service facility at the Subject Property; and

**WHEREAS**, Ordinance No. M-5-2016, adopted by the Village Council on \_\_\_\_\_, 2016 ("**Ordinance**"), grants a special use permit to the Applicant for a wireless telecommunications service facility at the Subject Property within the Wireless Telecommunications Service Facility Overlay District of the Village; and

**WHEREAS**, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at

any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and the Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: \_\_\_\_\_, 2016

ATTEST: **CHICAGO SMSA LIMITED PARTNERSHIP,  
D/B/A VERIZON WIRELESS**

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

ATTEST **[ROMAN SANCHEZ]**

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

# ATTACHMENT B

Minutes adopted 01.11.2016

## WINNETKA ZONING BOARD OF APPEALS NOVEMBER 16, 2015 EXCERPT OF MINUTES

**Zoning Board Members Present:** Joni Johnson, Chairperson  
Chris Blum  
Mary Hickey  
Thomas Kehoe  
Kathleen Kumer  
Carl Lane  
Mark Naumann

**Zoning Board Members Absent:** None

**Village Staff:** Michael D’Onofrio, Director of Community  
Development  
Ann Klaassen, Planning Assistant

**Village Attorney:** Karl Camillucci

**Agenda Items:**

**Case No. 15-28-SU:** 544 Green Bay Road  
Verizon Wireless and Insite, Inc.  
Special Use Permit  
To Permit the Placement of Wireless  
Telecommunication Antenna

\*\*\*

### **544 Green Bay Road, Case No. 15-28-SU, Verizon Wireless and Insite, Inc. Special Use Permit - to Permit the Placement of Wireless Telecommunication Antenna**

Mr. D’Onofrio read the public notice. The purpose of this hearing is to hear testimony and receive public comment regarding a request by Verizon Wireless and its agent, Insite, Inc., concerning a Special Use Permit in accordance with Chapters 17.52 and 17.56 of the Winnetka Zoning Ordinance to permit the placement of Wireless telecommunication antenna on the existing chimney at 554 Green Bay Rd.

Chairperson Johnson swore in those that would be speaking on this case.

Mark Layne introduced himself to the Board as the agent for the applicant, Verizon Wireless, and began his presentation for the request which is to install a small cell antenna to be located on the chimney at 554 Green Bay Road which is a two story commercial building located in the C-2 General Retail Commercial District. He stated the proposed installation consists of a single panel

antenna measuring 1 foot x 2 feet and cable mounted to the building's chimney and painted to match the existing brick. Mr. Layne stated this particular antenna would be aimed directly at the Elm Street Metra station to address capacity issues in that single location, with the current system overloaded at times of peak usage. He stated the antenna's design is engineered to target the Metra station and immediately surrounding area. Mr. Layne stated the proposed "infill" antenna would allow for an increase in system capacity without resorting to a more substantial "backbone" installation.

Mr. Layne stated the current application is described as a small "infill" installation, and is different from the installations considered by the Village in the past. He stated whereas the current proposal incorporates a single panel antenna measuring 1 foot by 2 feet and that typical installations such as shown in the application materials in Figure 4 typically incorporate three antennas to achieve full 360 degree coverage and utilize antennas with a greater surface area (typically between 36" to 48" in height).

Mr. Layne stated the current application utilizing a single small cell referred to as "under-build" technology which is designed to work beneath the umbrella of the macro signal and to supplement the "backbone network", with the small under-build technology providing capacity relief during peak usage periods, at specific locations, designed to boost system performance. He stated because the requested antenna is not being proposed to fill a gap in signal coverage (as has been the case in previous requests), the equipment proposed by the current application has a smaller visual footprint than standard "backbone" installations.

After the applicant's presentation, Chairperson Johnson asked if there were any questions.

Chris Eilers stated he works in an office at 550 (560?) Green Bay and he finds the proposed antenna to be visionably objectionable. He also expressed concerns with health implications based on the close proximity of the office building to the proposed antenna.

Roger stated he is employed in the same office at 550 (560?) Green Bay. He stated that even in close proximity to their building, it is insulated with brick and that the window looks over the top of the building. He also stated that there is glass separation from the antenna and that there would be an employee sitting next to the window and wall and in front of the glass exposed to the antenna. He then stated that based on the statement of being in close proximity to the antenna's signal, it would expose one to levels exceeding FDA guidelines. He then stated that there is another study which compared a group of more 2,600 children with and without cancer and that it found that those who live in town were exposed to a higher than normal radiation level and were exposed to higher levels of cancer. He concluded by stating that the French Institute is the next building over and that he would like to submit those items for consideration.

Chairperson Johnson asked if there were any other comments. No additional comments were made at this time. She then referred the Board to page 27 in the packet of material which depicted the window referred to.

Ms. Hickey asked Mr. Layne to comment again on the size indicating that it is small.

Mr. Layne responded that it is 1 foot wide and 2 feet tall. He reiterated that the signal would come right out of the antenna and would be on the south side facing the train station with the signal being unable to transmit backwards to the north. Mr. Layne also stated that it would be mounted at 40 feet on the chimney. He added that for anyone on the roof, it would be 16 feet above their head and that the onsite safety questions have been addressed.

Mr. Naumann asked if it would mainly be for overload capacity purposes.

Mr. Layne confirmed that is correct.

Mr. Naumann then asked when is the peak.

Mr. Layne responded during commuter hours. He also stated that while it is not drawn upon during the day, it would be on.

Chairperson Johnson asked if the alleged harmful emissions are continuous.

Mr. Layne stated that it would constantly broadcast a signal.

Chairperson Johnson asked would it serve its purpose to mount it on a wall instead of the chimney.

Mr. Layne stated that it has to be at that height as well as to keep it away from the ground and coming in contact with people.

Chairperson Johnson asked if there were any other comments. She then swore in Brian Balusek.

Mr. Balusek asked exactly where would the array be located relative to the building next door.

Mr. Layne identified the location for Mr. Balusek.

Mr. Balusek then asked if it would be below the roof of the building to the north and if the signal would be facing away from the building.

Mr. Layne confirmed that is correct.

Mr. Balusek informed the Board that his office is the closest to the signal. He then referred to the risk of offending people in the building, but if the signal is located facing away from the building he doesn't see a problem with it. Mr. Balusek also stated that he is a Verizon user and that he has to go to the window to get a signal. He also stated that on a boat, he is able to get a 3G signal but that he cannot get it in the office.

Mr. Kehoe referred to the ability to upgrade it in some way and that could be as long as 25 years or more.

Mr. Layne stated that in terms of the design and changing what they are proposing, it cannot be changed without Village approval. He indicated that the only thing that could change would be if some other technology made it obsolete and that it would be taken down which is the only change

which could happen over the term of the lease.

Mr. Eilers stated that Verizon stated that the beam would be located away from the office and may not help his reception. He then stated that the purpose is for commuter demand more so than for Winnetka users and that it would benefit Metra users over the needs of the residents.

Chairperson Johnson indicated that many Metra users are Winnetka residents. She then asked if there were any other questions. No additional questions were raised at this time. Chairperson Johnson asked for further discussion or a motion.

Ms. Hickey moved to recommend approval of the Verizon Wireless request for a special use permit for permission to install wireless telecommunication antenna on an existing chimney at 554 Green Bay Road. She then stated that the Board would incorporate page nos. 12 to 14 which explain how the applicant met the standards very well.

Mr. Lane seconded the motion. A vote was taken and the motion was unanimously passed, 7 to 0.

AYES: Blum, Hickey, Johnson, Kehoe, Kumer, Lane, Naumann

NAYS: None

### **Standards for Granting Special Uses**

The standards for granting Special Uses are set both by statute and by Village Code. Section 17.56.010 requires that special uses be permitted only upon evidence that these meet standards established by the applicable classification in the zoning ordinances. Conditions “reasonably necessary to meet such standards” are specifically authorized. Section 17.56.010 establishes the following standards for granting Special Use permits:

1. That the establishment, maintenance, and operations of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare. The proposed facility will be designed and constructed to meet all applicable government and industry regulatory compliance standards. Specifically, Verizon Wireless is required to comply with all FCC and FAA rules governing construction, technical standards, radio frequency interference protection, and power limitations as a condition of their FCC license.

Wireless technology does not have an adverse effect on matters relating to public health, safety and welfare. In fact, wireless technology supports vital communications in emergency situations and will be used by local residents and emergency personnel to protect the general public’s health, safety and welfare. These emergency services include e911 support, the ability to transmit vital data and a backup system to traditional landline telephone communications.

2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity. The proposed Verizon installation will not negatively impact the use or enjoyment of other neighboring properties nor diminish or impair the value of other property in the immediate

vicinity. The proposed installation consists of a single panel antenna flush mounted to the building's chimney and painted to match the existing brick. Upon completion, it will be less noticeable than the many satellite dishes, television antennas, and other appurtenances on the roofs of surrounding buildings. The presence of the proposed facility will provide more reliable and stable wireless communications service to residents and visitors who enjoy Winnetka's downtown area. Enhanced wireless communication will have a positive influence on the economic desirability of this area, and all Verizon Wireless subscribers will benefit.

3. That the establishment of the Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern. The proposed Verizon installation is a minor appurtenance flush mounted to the chimney of an existing building and as such will have no impact of any sort upon development or improvement of other property in the immediate vicinity.
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways. The proposed installation is a self-sustained, unmanned, technological apparatus requiring only infrequent visits by a single technician during off hours, and will thus have no impact on pedestrian and vehicular traffic congestion in the public ways.
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided. The proposed facility will be serviced by standard electric service and a fiber or cable backhaul network already present in the area and therefore will not create any additional burden upon Winnetka's public utility infrastructure, nor will the minor scope of this project create any adverse impact on public roads or drainage. During the infrequent maintenance visits noted above, the Verizon technician will arrive in a non-commercial car or van which can take advantage of ample on street parking.
6. That the Special Use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes. It is Verizon's intention to conform to all applicable regulations, ordinances, and codes of the Village of Winnetka as they pertain to the proposed antenna facility.

**Additional Standards under Section 17.56.120.B. Additional Standards for Granting Special Uses for Antenna Arrays in the C-1 and C-2 Zoning Districts:**

In addition to the standards set forth in this section for consideration of special use permit applications, no special use for a WTSF in the WTSF Overlay District of the C-1 and C-2 Zoning Districts shall be granted unless it is found:

1. That the location of antennas on existing structures in the C-1 or C-2 Zone is a matter of absolute engineering necessity in order to operate the applicant's network. As opposed to the conventional function of filling gaps in signal coverage, small cells are an "under-build" technology designed to work beneath the umbrella of the macro signal as a

supplement to the backbone network, thus providing capacity relief during times the backbone network is overburdened. By design, small cells are not replacements for macro sites, but instead an add-on designed to boost system performance. Verizon engineers have identified network congestion issues surrounding the Metra commuter station during the morning and evening hours which necessitate increasing spectrum capacity in that location. The proposed small cell is the most reasonable, minimally impactful solution available to remedy this issue.

2. That locating its antenna array on the western edge of the golf course, at 1390 Willow Road, on the landfill or on the golf netting poles is not technically feasible and there is no replacement site available on the smokestack of the Water and Electric Plant or on the monopole at the Public Safety Building. The proposed Verizon installation consists of a single, low power antenna aimed directly at the Metra commuter station designed to address capacity issues in that single location during times of peak usage. The signal is precisely engineered to not spread beyond the target location and to remain low to the ground to prevent interference with the macro signal, thus precluding the viability of other locations within the Village.
3. If a roof-mounted antenna array is being proposed, that there are no feasible locations for a wall-mounted array or for an antenna array using concealed facilities within three hundred (300) feet of the proposed roof-mounted array. Does not apply.
4. If a wall-mounted antenna array is being proposed, that there are no feasible locations for an antenna array to use concealed facilities within three hundred (300) feet of the proposed wall-mounted array. It is the petitioner's opinion that this condition does not apply in this instance in that the proposed Verizon installation is not technically an "antenna array" as addressed by the code, but instead a single, one-foot-wide by two-foot-tall panel antenna flush mounted to the building chimney and painted to match (i.e. "camouflaged"). What's more, is that the proposed antenna is smaller in surface area than many of the existing roof and chimney mounted satellite dishes throughout the area, none of which are concealed or camouflaged, any attempt to conceal Verizon's antenna would prove more obtrusive than the proposed paint camouflage, resulting in a less visually appealing outcome.

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**Consideration of Request for Special Use Permit Request by Verizon Wireless for wireless facilities at 554 Green Bay Road**

Mark Layne of Insite, Inc., of Oakbrook Terrace, IL, introduced himself as representing Verizon Wireless. Mr. Layne explained that the proposed installation differs from traditional equipment installed by carriers on large towers. He explained that this proposed antenna is being requested to supplement the backbone network by providing additional capacity for data usage, particularly during peak usage periods.

Mr. Layne explained that the proposed antenna at 554 Green Bay Road would be providing additional data capacity near the downtown Winnetka Metra station on Elm Street, which experiences high data demand during peak periods. He explained that the proposed antenna would be a very simple, small installation attached to an existing chimney of a commercial building.

Ms. Adelman asked for clarification on whether the antenna would serve Metra operations, or whether it would serve riders and passengers.

Mr. Layne explained that the antenna would provide for a better customer experience by Verizon network customers in and around the station area.

Mr. Norkus clarified that while there are images in the agenda report for various existing installations downtown, the proposed antenna would be located on a commercial building north of the downtown Chase Bank parking lot.

Ms. Adelman asked why the building owner wouldn't be the applicant in such requests.

Chairperson Dalman explained that the applicant will generally be the party that is able to detail the need for such facilities, with the cellular providers providing engineering studies and technical details.

Mr. Norkus explained that the property owner has provided consent to the Village acknowledging support for the application being filed.

Chairperson Dalman asked if there were any other board questions or concerns.

Mr. Coladarci asked for clarification of the before and after photos, stating that it is not clear what the difference is proposed to be.

Mr. Layne stated that it is a very small panel antenna which will be painted to match the background color of the brick chimney.

Mr. Coladarci stated that it would appear that the installation wouldn't be particularly visible to anyone unless they knew what they were looking for.

Chairperson Dalman stated that the installation is small in comparison to other installations.

Ms. Adelman questioned whether there are any security issues to be concerned with relative to unauthorized persons hacking into the network.

Mr. Layne stated that Verizon's network uses a licensed part of the frequency spectrum, as do all wireless carriers, and that the spectrum is reserved for wireless carriers.

Chairperson Dalman invited comments from the audience, noting that there were none.

Ms. McCarthy asked Mr. Norkus if this is a significant piece of equipment.

Mr. Norkus stated that the proposed installation itself is small in comparison to typical network buildout, with the small "underbuild" installation consisting of a single antenna measuring 1' x 2'. He noted that information in the staff report provides a look back at the earlier technology used with initial network build out, elsewhere within the Village. Mr. Norkus stated that the current proposal is very streamlined and has a very small presence compared to other traditional installations.

Mr. Norkus stated that the Village's zoning regulations relating to wireless network equipment address the technology at the time of adoption, and therefore deal more with the traditional network equipment versus the small "underbuild" technology which is now becoming more common. He noted that Village staff will likely be exploring options for streamlining the approval process for smaller installations such as the current application.

Ms. McCarthy stated that this application appears to be much less intrusive than some of the others highlighted in the agenda report.

Chairperson Dalman noted that there appeared to be no controversy over this application, asking if a Commission member would like to make a positive recommendation to the Village Council for the Special Use Permit.

A motion was made by Mr. Coladarci, seconded by Mr. Thomas to recommend approval of the Special Use Permit application by Verizon Wireless for the proposed installation at 554 Green Bay Road.

A vote was taken and the motion passed 8 to 0.

AYES: Dalman, Golan, Adelman, Case, Coladarci, Crumley, McCarthy, Morette, Thomas

NAYS: None

CASE NO. 15-28-SU

APPLICATION FOR SPECIAL USE

Name of Applicant Mark Layne as Agent for Verizon Wireless

Property Address 554 Greenbay Rd.

Home and Work Telephone Number 630-890-4514

Fax and Email layne@insite-inc.com

**Architect Information:** Name, Address, Telephone, Fax & Email  
Mike Callaghan

Terra Consulting Group, 600 Busse Hwy., Park Ridge, IL 60068  
847-698-6400 mikec@terra ltd.com

**Attorney Information:** Name, Address, Telephone, Fax & Email  
Mark A. Biesiada

Ginsberg Jacobs LLC, 300 South Wacker Drive, Suite 2750, Chicago Illinois 60606  
312.660.9619, mbiesiada@ginsbergjacobs.com

Date Property Acquired by Owner 11/29/2012

Nature of Any Restrictions on Property None

Explanation of Special Use Requested Addition of small cell antenna to subject chimney.

OFFICE USE ONLY

Special Use Requested under Ordinance Section(s) \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Date: \_\_\_\_\_

Explain in detail how the proposed Special Use meets the following standard. Under the terms of the Zoning Ordinance, no Special Use Permit shall be granted unless it is found:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided; and
6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

Respectfully Submitted,

Mark Layne, Agent for Verizon Wireless (Tenant)

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Property Owner

9/25/15

---

Date

Insite RE, Inc., 1S660 Midwest Rd., Oakbrook Terrace, IL

---

Address

### **554 Greenbay; Response to SUP Standards:**

In accordance with the requirements of the Winnetka zoning ordinance, the applicant wishes to address the following applicable standards:

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;

*The proposed facility will be designed and constructed to meet all applicable government and industry regulatory compliance standards. Specifically, Verizon Wireless is required to comply with all FCC and FAA rules governing construction, technical standards, radio frequency interference protection, and power limitations as a condition of their FCC license.*

*Wireless technology does not have an adverse effect on matters relating to public health, safety and welfare. In fact, wireless technology supports vital communications in emergency situations and will be used by local residents and emergency personnel to protect the general public's health, safety and welfare. These emergency services include e911 support, the ability to transmit vital data and a backup system to traditional landline telephone communications.*

2. That the Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;

*The proposed Verizon installation will not negatively impact the use or enjoyment of other neighboring properties nor diminish or impair the value of other property in the immediate vicinity. The proposed installation consists of a single panel antenna flush mounted to the building's chimney and painted to match the existing brick. Upon completion, it will be less noticeable than the many satellite dishes, television antennas, and other appurtenances on the roofs of surrounding buildings. The presence of the proposed facility will provide more reliable and stable wireless communications service to residents and visitors who enjoy Winnetka's downtown area. Enhanced wireless communication will have a positive influence on the economic desirability of this area, and all Verizon Wireless subscribers will benefit.*

3. That the establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

*The proposed Verizon installation is a minor appurtenance flush mounted to the chimney of an existing building and as such will have no impact of any sort upon development or improvement of other property in the immediate vicinity.*

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;

*The proposed installation is a self-sustained, unmanned, technological apparatus requiring only infrequent visits by a single technician during off hours, and will thus have no impact on pedestrian and vehicular traffic congestion in the public ways.*

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided; and

*The proposed facility will be serviced by standard electric service and a fiber or cable backhaul network already present in the area and therefore will not create any additional burden upon Winnetka's public utility infrastructure, nor will the minor scope of this project create any adverse impact on public roads or drainage. During the infrequent maintenance visits noted above, the Verizon technician will arrive in a non-commercial car or van which can take advantage of ample on street parking.*

6. That the Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes.

*It is Verizon's intention to conform to all applicable regulations, ordinances, and codes of the Village of Winnetka as they pertain to the proposed antenna facility.*

#### **Additional Standards under Section 17.56.120.B. Additional Standards for Granting Special Uses for Antenna Arrays in the C-1 and C-2 Zoning Districts**

In addition to the standard set forth in this section for consideration of special use permit applications, no special use for a WTSF in the WTSF Overlay District of the C-1 and C-2 Zoning Districts shall be granted unless it is found:

1. That the location of antennas on existing structures in the C-1 or C-2 Zone is a matter of absolute engineering necessity in order to operate the applicant's network;

*As opposed to the conventional function of filling gaps in signal coverage, small cells are an "under-build" technology designed to work beneath the umbrella of the macro signal as a supplement to the backbone network, thus providing capacity relief during times the backbone network is overburdened. By design, small cells are not replacements for macro sites, but instead add-on designed to boost system performance. Verizon engineers have identified network congestion issues surrounding the Metra commuter station during the morning and evening hours which necessitate increasing spectrum capacity in that location. The proposed small cell is the most reasonable, minimally impactful solution available to remedy this issue.*

2. That locating its antenna array on the western edge of the golf course, at 1390 Willow Road, on the landfill or on the golf netting poles is not technically feasible and there is no replacement site available on the smokestack of the Water and Electric Plant or on the monopole at the Public Safety Building;

*The proposed Verizon installation consists of a single, low power antenna aimed directly at the Metra commuter station designed to address capacity issues in that single location during times of peak usage. The signal is precisely engineered to not spread beyond the target location and to remain low to the ground to prevent interference with the macro signal, thus precluding the viability of other locations within the Village.*

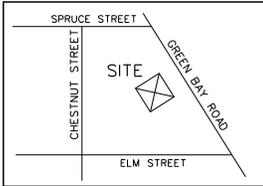
3. If a roof-mounted antenna array is being proposed, that there are no feasible locations for a wall-mounted array or for an antenna array using concealed facilities within three hundred (300) feet of the proposed roof-mounted array; and

*Does not apply.*

4. If a wall-mounted antenna array is being proposed, that there are no feasible locations for an antenna array to use concealed facilities within three hundred (300) feet of the proposed wall-mounted array.

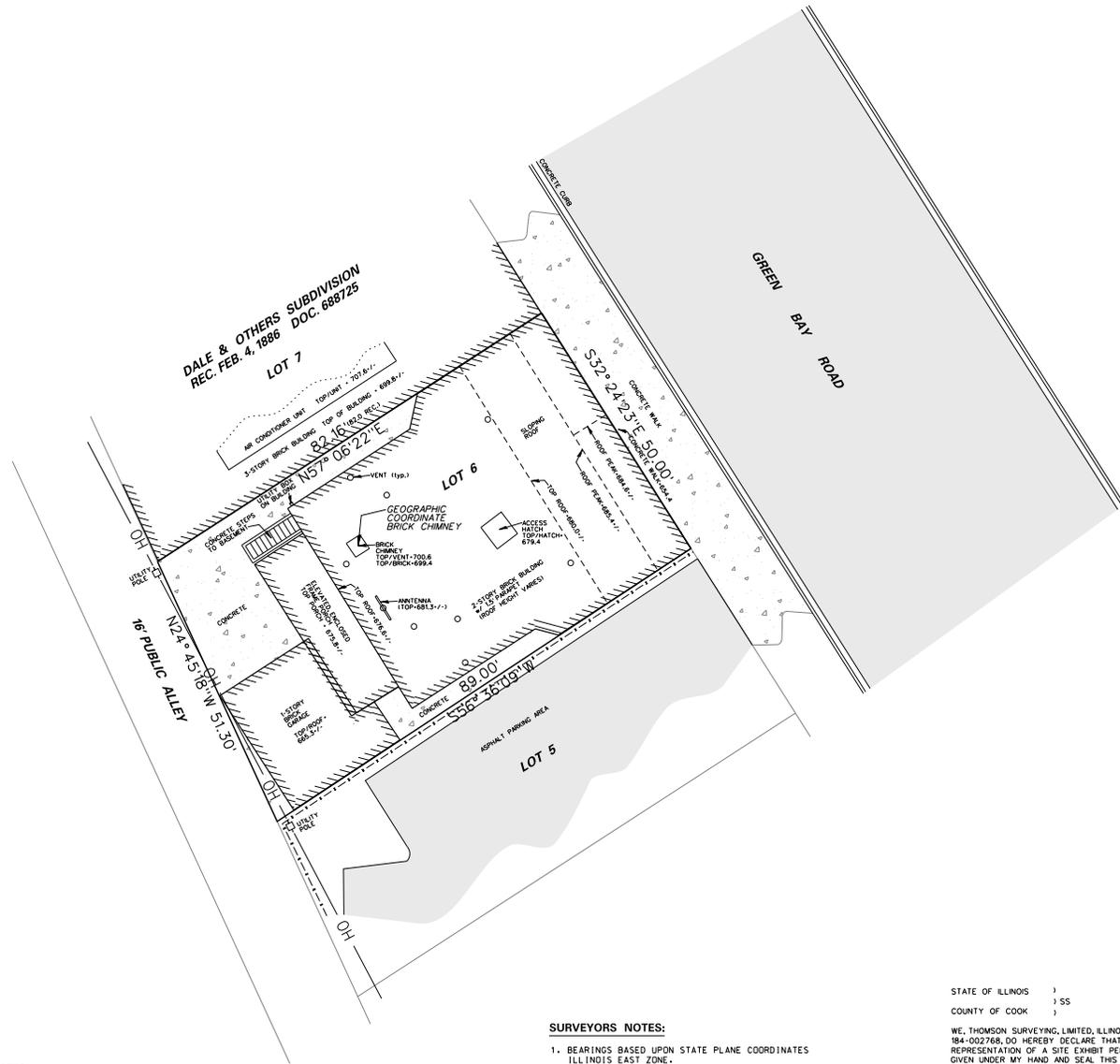
*It is the petitioner's opinion that this condition does not apply in this instance in that the proposed Verizon installation is not technically an "antenna array" as addressed by the code, but instead a single, one-foot-wide by two-foot-tall panel antenna flush mounted to the building chimney and painted to match (ie "camouflaged"). What's more, in that the proposed antenna is smaller in surface area than many of the existing roof and chimney mounted satellite dishes throughout the area, none of which are concealed or camouflaged, any attempt to conceal Verizon's antenna would prove more obtrusive than the proposed paint camouflage, resulting in a less visually appealing outcome.*

VICINITY MAP  
(WINNETKA, IL)



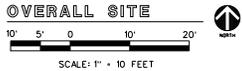
GEOGRAPHIC COORDINATE  
BRICK CHIMNEY

LATITUDE (NAD83)	42° 06' 22.91" N
LONGITUDE (NAD83)	87° 44' 04.28" W
LATITUDE (NAD27)	42° 06' 22.81" N
LONGITUDE (NAD27)	87° 44' 04.06" W
GROUND ELEVATION	654
T. BRICK CHIMNEY	699
T. ROOF PEAK	885
T. BACK ROOF	677



LEGEND

- FENCE LINE
- APPARENT PROPERTY LINE
- OH — OVERHEAD WIRES
- BITUMINOUS PAVEMENT
- REC. RECORD



GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

SURVEYORS NOTES:

- BEARINGS BASED UPON STATE PLANE COORDINATES ILLINOIS EAST ZONE.
- EXHIBIT BASED ON FIELD WORK COMPLETED 04-17-15.
- HORIZONTAL (NAD 83) & VERTICAL (NAVD 88) BASED ON C.O.R.S NETWORK.
- NO TITLE COMMITMENT WAS SUPPLIED FOR THE PREPARATION OF THIS EXHIBIT.
- THIS EXHIBIT IS NOT A BOUNDARY SURVEY OF THE SUBJECT PROPERTY.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002788, DO HEREBY DECLARE THAT THE EXHIBIT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SITE EXHIBIT PERFORMED AT AND UNDER MY DIRECTION, GIVEN UNDER MY HAND AND SEAL THIS 21 DAY OF APRIL, A.D., 2015 AT ROSEMONT, ILLINOIS.

*Walter J. Lutz*  
WALTER J. LUTZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576  
MY LICENSE EXPIRES NOVEMBER 30, 2016  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2017



**CHICAGO SMSA**  
limited partnership  
dba VERIZON WIRELESS

**TSL**  
Thomson Surveying Ltd.  
1571 N Higgins Road  
Suite 800  
Rosemont, IL 60018  
P: (847) 318-9792  
F: (847) 318-9792  
www.thomsonland.com

NO.	REVISIONS	DESCRIPTION	DATE

**SITE NAME:**  
WINNETKA METRA SC

SITE LOCATION:  
554 GREEN BAY ROAD  
WINNETKA, ILLINOIS

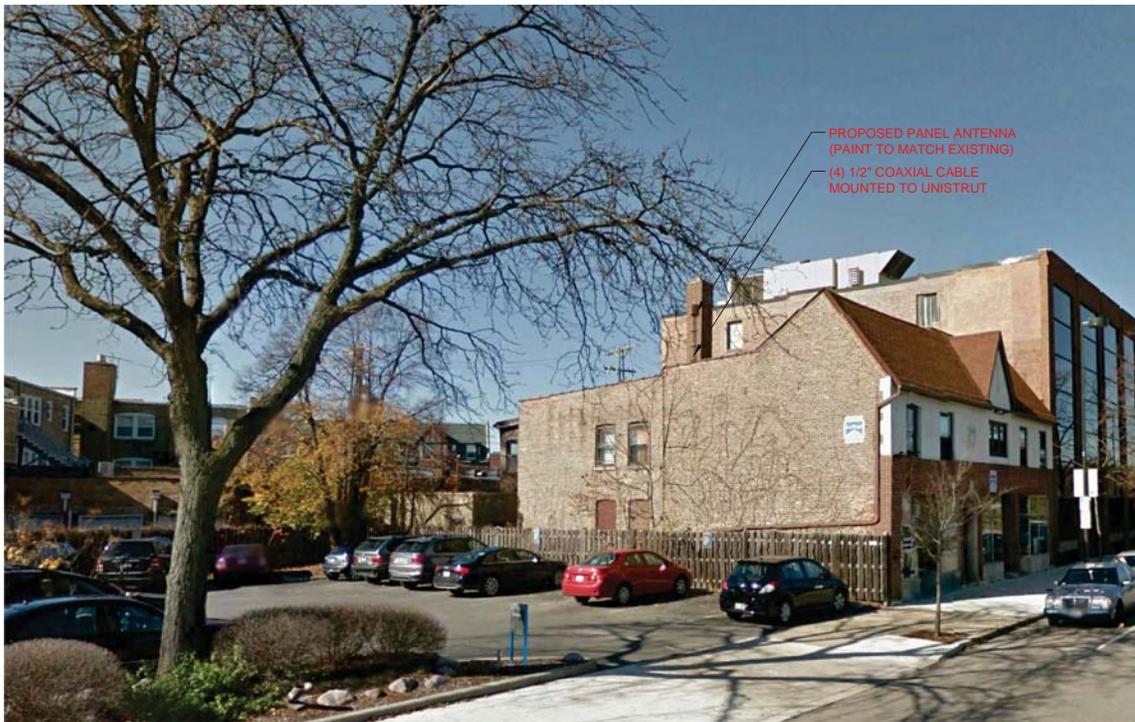
DRAWN BY:	WJL
CHECKED BY:	DMS
DATE:	04-21-2015
PROJECT #:	5141

SHEET TITLE  
SITE EXHIBIT

SHEET NUMBER  
**SE-1**



BEFORE



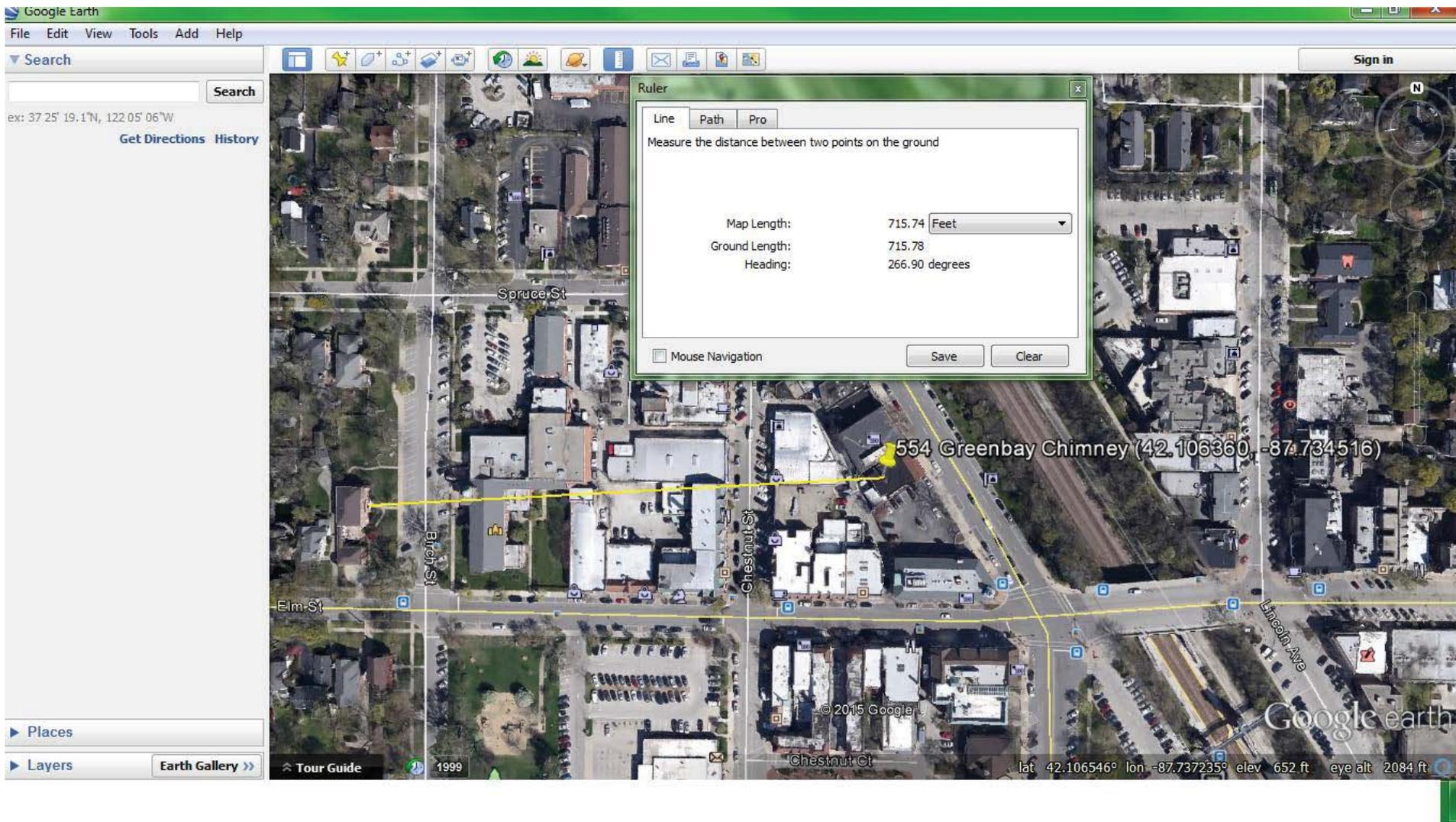
AFTER

## Winnetka Metra SC

View facing Northwest



# RESIDENTIAL SEPERATION DISTANCE





32 W 273 Army Trail Road, Suite # 100, Wayne, IL 60184

**HUTTER TRANKINA ENGINEERING**  
CONSULTING STRUCTURAL ENGINEERS

Phone: 630-513-6711 Fax: 630-513-2925  
htedesign.com

July 1, 2015

Mr. Mike Callaghan  
Terra Consulting Group, Ltd.  
600 Busse Highway  
2<sup>nd</sup> Floor  
Park Ridge, IL 60068-2568

Re: VZN: Winnetka Metra SC  
Loc. # 292391 / Terra # 88031  
Hutter Trankina # 15260

Dear Mr. Callaghan:

Per your request, we have reviewed the structural impact of the proposed Verizon Wireless equipment (shown below) on the above-referenced site, which is located at 554 Green Bay Road in Winnetka, Illinois.

**Proposed Equipment List**

<u>Equipment</u>	<u>Quantity</u>
Amphenol QXW-632x634xBF-EDIN	1
1/2" Coax	4
Charles 20721	1
RRUS12	1
RRUS13	1
LGX Nema 3R	1

The antenna shall be mounted to the masonry chimney per Detail 1. The RRUs and Charles cabinet shall be mounted to the masonry wall per Detail 2. These mounts are acceptable based on the calculations performed.

The existing structure is adequate for the equipment loads imposed.

Should you have any questions regarding this report, or require further analysis, please do not hesitate to contact our office.

Sincerely,

John C. Matzke  
Project Engineer



John L. Trankina  
President



Attachments: Details 1 and 2



September 24, 2015

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Re. Verizon Wireless SUP Application/554 Green Bay Rd.

To Whom It May Concern:

Be advised it is the intention of Verizon Wireless to comply with all federal and state laws and regulations and with the Winnetka Village Code as such laws and regulations pertain to Verizon's proposed small cell installation at the above referenced address.

Sincerely,



Mark Layne  
Agent for Verizon Wireless

**Insite inc.**  
Real Estate Consulting Services  
1s660 Midwest Road, Suite 140  
Oakbrook Terrace, Illinois 60181  
[layne@insite-inc.com](mailto:layne@insite-inc.com)  
(630) 890-4514

STATE OF [ Illinois ]  
COUNTY OF [ DeKalb ]

In morning, on the 25th day of Sept., 2015, before me, a Notary Public in and for the above state and county, personally appeared Mark Layne, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.



NOTARY PUBLIC

My Commission Expires: 9/15/16

(SEAL)



## Agenda Item Executive Summary

**Title:** Resolution No. R-6-2016: Boal Parkway Pump Station Project Engineering (Adoption)

**Presenter:** Steven M. Saunders, Director of Public Works/Village Engineer

**Agenda Date:** 03/01/2016

**Consent:**  YES  NO

<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Bid Authorization/Award
<input type="checkbox"/>	Policy Direction
<input type="checkbox"/>	Informational Only

### Item History:

In 2014, the Village of Winnetka participated in the development of a “Water Solutions Project” lead by Baxter and Woodman. This project had been funded by an “IKE” Grant administered by the Illinois Department of Commerce and Economic Opportunity. The focus of the grant was on community planning to address the needs and issues of the population groups most significantly impacted by the 2008 floods associated with Hurricane Ike. The Water Solutions Project was a series of four pilot studies in three communities and a template that was to be used for future studies. Winnetka’s participation role in the study was the investigation of flooding along Boal Parkway.

### Executive Summary:

The Boal Parkway Study Area includes 18 single family residential dwellings on large lots averaging approximately 21,700 square feet, plus portions of seven more lots adjacent to the study area. The study area is drained by two storm sewer outlets that both drain to the East Diversion Ditch: a 24-inch pipe running through the rear yards of properties along Boal Parkway and Sumac Lane; and a 12-inch pipe carrying the drainage from Boal Parkway. When the water surface in the East Diversion Ditch rises, the flow of the stormwater is reduced or blocked by tailwater at both storm sewer outlets resulting in yard and street flooding.

The Village of Winnetka sought proposals and statements of qualifications from qualified engineering firms to provide professional engineering services in connection with the design and construction of a new Storm Water Pump Station to service Boal Parkway. The successful firm will act as consulting engineers in the design, construction and oversight of the project. They will provide project leadership in all areas such as, but not limited to; grants research and application assistance, preliminary design, final design completion phase, pre-construction services, bidding and proposal process, construction observation and post construction closeout.

On February 4, 2016 the Village received nine proposals from qualified engineering firms. Proposals were evaluated using a selection criteria set forth in the proposal that considered the firms project understanding, project approach, firm experience and current workload, project team structure and experience, and proposed schedule. The proposed fees proposed are then evaluated for the top three firms. H.R. Green submitted the lowest fee proposal of \$48,678. The Village has budgeted \$50,000 towards this project.

### Recommendation:

Consider adopting Resolution No. R-6-2016 approving a contract with H.R. Green Associates to complete design engineering services for professional engineering services for design of a new stormwater pump station to serve the area in the vicinity of Boal Parkway, in an amount not to exceed \$48,786.

### Attachments:

- Agenda Report
- Resolution No. R-6-2016
- Agreement
- HR Green fee proposal

## Agenda Report

**Subject:**                   **Resolution R-6-2016: Boal Parkway Pump Station Project Engineering**

Prepared By:               Steven M. Saunders, Director of Public Works/Village Engineer

Date:                         February 12, 2016

### **Background**

Major flooding occurred in Winnetka in September 2008, following extended storm activity related to Hurricane Ike. This major flooding event prompted the Village of Winnetka to investigate the capacity of its stormwater infrastructure via several Flood Risk Reduction Assessments to identify areas in need of capital improvements for stormwater management.

In December 2012, the Village completed a Flood Risk Reduction Assessment of the “Additional Study Areas” in December 2012. The Boal Parkway neighborhood was part of Area E in the Additional Study Areas. This investigation, performed by Baxter & Woodman, presented recommendations to mitigate flood damage in six areas of the Village which were not included in the previous Assessments completed by Christopher B. Burke Engineering, Ltd. Flooding in these “Additional Study Areas” consists primarily of standing water and overland flow in streets and yards. This nuisance flooding most commonly results in sewer back-ups, basement seepage, and sump pump failures, although several cases of overland flow into structure have also been reported.

In 2014, the Village of Winnetka participated in the development of a “Water Solutions Project” led by Baxter and Woodman. This project was funded by an “IKE” Grant administered by the Illinois Department of Commerce and Economic Opportunity. The Water Solutions Project was a series of four pilot studies in three communities and a template that was to be used for future studies. Winnetka’s participation role in the study was the investigation of flooding along Boal Parkway. As a result of this study the Village is seeking to further develop one of the recommendations made to reduce Boal Parkway flooding, a stormwater pump station.

### **Project Description**

The Boal Parkway Study Area (see Figure 1a – following page) includes 18 single family residential dwellings on large lots averaging approximately 21,700 square feet, plus portions of seven more lots adjacent to the study area. The study area is drained by two storm sewer outlets that both drain to the East Diversion Ditch: a 24-inch pipe running through the rear yards of properties along Boal Parkway and Sumac Lane; and a 12-inch pipe carrying the drainage from Boal Parkway. When the water surface in the East Diversion Ditch rises, the flow of the stormwater is reduced or blocked by tailwater at both storm sewer outlets resulting in yard and street flooding.

Most yards in the study area do not have a suitable overland flow path for stormwater whenever the storm sewer system is at capacity; many of the front yards are typically lower than the road. The soils in the area have characteristically high groundwater, which limits the rate that standing water can percolate into the soil. At the south end of Boal Parkway, the East Diversion Ditch forms a pond that is classified as a wetland by the National Wetlands Inventory. There are other nearby wetlands in the golf course east of Boal Parkway.

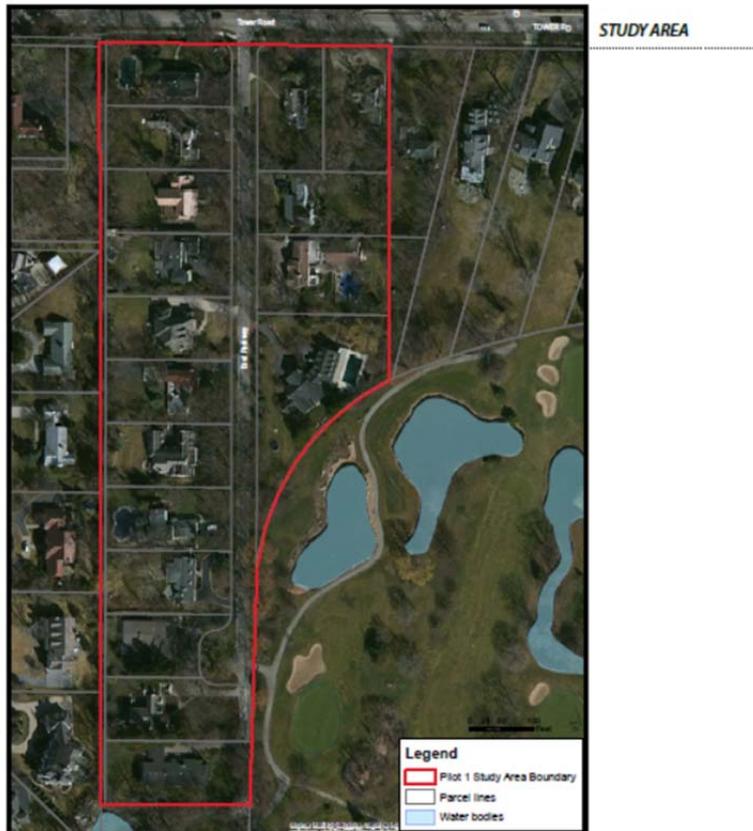


Figure 1a

### Scope of Work

The Village of Winnetka sought proposals and statements of qualifications from qualified engineering firms to provide professional engineering services in connection with the design and construction of a new Storm Water Pump Station to service Boal Parkway.

The successful firm will act as consulting engineers in the design, construction and oversight of the project. They will provide project leadership in all areas such as, but not limited to; grants research and application assistance, preliminary design, final design completion phase, pre-construction services, bidding and proposal process, construction observation and post construction closeout.

The consulting engineers will provide strong project leadership and direction in value engineering, design creativity, budget oversight, opportunities to expedite the project completion time, avoid owner delay situations, conduct meetings and keep detailed records of the entire process.

### **Schedule**

The Village desires a timely and effective schedule; the consultant shall furnish a detailed schedule with milestones showing task durations and completion dates. Reviews will be expected near 30%, 60%, pre-final and final completion. The following is an overview of the anticipated project schedule:

<u>Proposed Project Schedule</u>	<u>Anticipated Dates</u>
Request for Proposal Submittal deadline	February 4, 2016
Recommendation to Village Council to Award Contract	March 1, 2016
Project Kick-Off	March 9, 2016
Submittal of Final Engineer's Estimates	August 15, 2016
Presentation of Draft Concepts to Village Council	October 4, 2016
Submittal of all Final Deliverables	November 1, 2016
Project Bidding	December 22, 2016

On February 4, 2016 the Village received nine proposals from qualified engineering firms. Proposals were evaluated using a selection criteria set forth in the proposal that considered the firms project understanding, project approach, firm experience and current workload, project team structure and experience, and proposed schedule. The proposed fees proposed are then evaluated for the top three firms. H.R. Green submitted the lowest fee proposal of \$48,678.

### **Budget**

The Village has budgeted \$50,000 towards this project in account 580.75.01-675.

### **Staff Recommendation**

Based on the selection criteria staff believes that HR Green, Inc. provides the most appropriate proposal and fee that meets the Villages expectations. For this reason staff recommends awarding the contract for professional engineering services to HR Green, Inc. for an amount not to exceed \$48,768.

### **Recommendation:**

Consider adopting Resolution R-6-2016 approving a contract with H.R. Green Associates to complete design engineering services for professional engineering services for design of a new stormwater pump station to serve the area in the vicinity of Boal Parkway, in an amount not to exceed \$48,786.

### **Attachments:**

1. Resolution R-6-2016
2. Agreement
3. Fee Proposal

**RESOLUTION NO. R-6-2016**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
H.R. GREEN, INC., FOR ENGINEERING SERVICES  
FOR DESIGN AND CONSTRUCTION OF A STORMWATER PUMP STATION**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village desires to obtain professional engineering services in connection with the design and construction of a new stormwater pump station to serve the area in the vicinity of Boal Parkway within the Village (“*Services*”); and

**WHEREAS**, the Village requested proposals and statements of qualification for the performance of the Services; and

**WHEREAS**, H.R. Green, Inc. (“*Consultant*”), submitted a proposal to the Village for the performance of the Services in an amount not to exceed \$48,768.00; and

**WHEREAS**, the Village Council has determined that Consultant’s proposal to perform the Services best meets the needs of the Village; and

**WHEREAS**, the Village Council desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$48,768.00 (“*Agreement*”); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Consultant;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

**SECTION 1: RECITALS.** The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

**SECTION 2: APPROVAL OF AGREEMENT.** The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

March 1, 2016

**R-6-2016**

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 1st day of March, 2016, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**  
**AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**

**For**

**BOAL PARKWAY PUMP STATION PROJECT**

Submitted to:

James J. Bernahl, Assistant Director of Public Works and Engineering  
Village of Winnetka  
1390 Willow Road  
Winnetka, IL 60093  
Phone: 847-716-3261

Prepared by:

Ajay Jain, Vice President, Practice Leader – Water Resource  
HR Green, Inc.  
820 Davis Street, Suite 408,  
Evanston, IL 60201  
Phone: 800.728.7805  
Direct: 815-759-8331  
Cell: 815-509-8302

HR Green Project Number: 91160037

February 24, 2016

## TABLE OF CONTENTS

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

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

### **1.0 Project Understanding**

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

### **2.0 Scope of Services**

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

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

### **3.0 Deliverables and Schedules Included in this Agreement**

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

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

### **4.0 Items not included in Agreement/Supplemental Services**

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

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

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

### **5.0 Services by Others**

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

## 6.0 Client Responsibilities

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

## 7.0 Professional Services Fee

### 7.1 Fees

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

### 7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

### 7.3 Extra Services

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

**Time and material basis with a Not to Exceed fee of \$48,768.**

*See attached proposal by COMPANY dated February 4, 2016 and subsequent correspondence with CLIENT dated February 15, 2016 along with a revised fee estimate, all of which, by reference herein, are made part of this Agreement.*

## 8.0 Terms and Conditions

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

### 8.1 Standard of Care

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

### 8.2 Entire Agreement

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

### 8.3 Time Limit and Commencement of Services

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

### 8.4 Suspension of Services

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

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

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

### 8.5 Book of Account

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

### 8.6 Insurance

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

### 8.7 Termination or Abandonment

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

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY until project fees are paid by CLIENT in full.

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

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

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

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

#### 8.21 Force Majeure

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

#### 8.22 Job Site Visits and Safety

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

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages,

and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

#### 8.24 Certificate of Merit

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

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.26 Drywells, Underdrains and Other Infiltration Devices

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

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;

- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

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

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

#### 8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

#### 8.28 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

#### 8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.30 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not

retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

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

8.31 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

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Ajay Jain, PE, CFM

Title: Vice President, Practice Leader Date: February 24, 2016

VILLAGE OF WINNETKA

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

Printed/Typed Name: E. Gene Greable

Title: Village President Date: \_\_\_\_\_

**MAN-HOUR AND FEE ESTIMATE**  
**VILLAGE OF WINNETKA - BOAL PARKWAY PUMP STATION PROJECT**  
**PREPARED BY - HR GREEN, INC.**  
**DATE: FEBRUARY 4, 2016**

TASK No.	Task Descriptions	Hours	Labor Fee	In-House Direct Costs*	Sub-consultant	Total Fee
<b>TASK 1</b>	<b>PHASE I - PRELIMINARY DESIGN INVESTIGATIONS</b>					
1.1	Project Kickoff Meeting	6	\$1,140	\$6		\$1,146
1.2	Data Gathering	4	\$432			\$432
1.3	Surveying Services	24	\$2,884	\$32		\$2,916
1.4	Wetland Delineation	2	\$236		\$3,000	\$3,236
1.5	Engineering Analysis					
1.5.1	Field Observation	2	\$350	\$6		\$356
1.5.2	Structural Analysis	2	\$320			\$320
1.5.3	Storm Sewer, Pump Sizing, Wet Well and Gate Structure Analysis	30	\$4,386			\$4,386
1.5.4	Outfall structure and discharge piping analysis	2	\$350			\$350
1.5.5	Permitting Analysis	4	\$432			\$432
1.5.6	Evaluation of Grants and funding	6	\$889			\$889
1.5.7	QA/QC for Phase I - Preliminary Design Investigations	2	\$440			\$440
<b>TOTAL FOR PHASE I - PRELIMINARY DESIGN INVESTIGATIONS</b>		<b>84</b>	<b>\$11,859</b>	<b>\$45</b>	<b>\$3,000</b>	<b>\$14,904</b>
<b>TASK 2</b>	<b>PHASE II - FINAL DESIGN</b>					
2.1	30% Design	32	\$4,725	\$40		\$4,765
2.2	60% design Submittal	48	\$6,765	\$40		\$6,805
2.3	Pre-final plan submittal	53	\$7,650	\$40		\$7,690
2.4	Final plan submittal	33	\$4,770	\$200		\$4,970
2.5	Permits	16	\$1,862			\$1,862
2.6	Bid Award and Assistance	12	\$1,940			\$1,940
<b>TOTAL FOR PHASE II - FINAL DESIGN</b>		<b>194</b>	<b>\$27,712</b>	<b>\$320</b>	<b>\$0</b>	<b>\$28,032</b>
<b>TASK 3</b>	<b>MEETINGS</b>					
4.1	Phase I Coordination Meetings	4	\$790	\$13		\$803
4.2	Phase II Coordination	6	\$1,050	\$19		\$1,069
4.3	Bid Opening	2	\$350	\$6		\$356
4.4	Presentation to Village Council	6	\$1,140	\$13		\$1,153
<b>TOTAL FOR MEETINGS</b>		<b>18</b>	<b>\$3,330</b>	<b>\$52</b>	<b>\$0</b>	<b>\$3,382</b>
<b>TASK 4</b>	<b>PROJECT ADMINISTRATION</b>					
5.1	Work Plan and Prepare WBS	2	\$350			\$350
5.2	Contract Management	6	\$1,050			\$1,050
5.2	Project Administration	6	\$1,050			\$1,050
<b>TOTAL FOR PROJECT ADMINISTRATION</b>		<b>14</b>	<b>\$2,450</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,450</b>
<b>TOTAL FOR PROJECT</b>		<b>310</b>	<b>\$45,351</b>	<b>\$417</b>	<b>\$3,000</b>	<b>\$48,768</b>



\*Direct costs include mileage and printing costs.  
 Permet application fees are not included and shall be paid by the Village