

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
Tuesday, May 17, 2016
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email 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) June 7, 2016 Regular Meeting
 - b) June 14, 2016 Study Session
 - c) June 21, 2016 Regular Meeting
- 4) Approval of Agenda
- 5) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) May 3, 2016 Regular Meeting3
 - b) Approval of Warrant List dated April 29 – May 12, 20168
 - c) Resolution No. R-30-2016: 2016 Asphalt Patching Program for Various Locations—Adoption9
 - d) Resolution No. R-31-2016: Bulk Rock Salt Purchase52
 - e) Resolution No. R-32-2016: 2016 Sidewalk and Curb Replacement Program—Adoption ..80
 - f) Resolution No. R-33-2016: Agreement for Tower Road Pond Landscaping Maintenance—Adoption149
- 6) Stormwater Report: None.
- 7) Ordinances and Resolutions: None.
- 8) Public Comment
- 9) Old Business: None.

10) New Business:
 a) Thomas Doar Day164
11) Appointments
12) Reports
13) Closed Session
14) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd 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
REGULAR MEETING
May 3, 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, May 3, 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, Village Attorney Peter M. Friedman, Director of Community Development Mike D'Onofrio, Public Works Director Steve Saunders, Director of Water & Electric Brian Keys, Fire Chief Alan Berkowsky, Finance Director Tim Sloth, and approximately 18 persons in the audience.
- 2) Pledge of Allegiance. President Greable led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) May 10, 2017 Study Session. All of the Council members present indicated that they expect to attend.
 - b) May 17, 2016 Regular Meeting. All of the Council members present indicated that they expect to attend.
 - c) June 7, 2016 Regular Meeting. All of the Council members present, except Trustee Krucks, indicated that they expect to attend.
- 4) Approval of the Agenda. Trustee Fessler, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.
- 5) Consent Agenda
 - a) Village Council Minutes.
 - i) April 19, 2016 Regular Meeting.
 - b) Warrant List. Approving the Warrant List dated April 15-28, 2016 in the amount of \$738,755.12.
 - c) Ordinance No. M-8-2016: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Adoption). An authorization to dispose of surplus Village property.

Trustee McCrary, seconded by Trustee Fessler, 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 Report. None.

7) Ordinances and Resolutions.

- a) Resolution No. R-28-2016: Approving an Agreement with Baxter & Woodman, Inc., for Engineering Services (Adoption). Mr. Saunders explained that as a participant in the National Flood Insurance Program's (NFIP) Community Rating System (CRS), Winnetka residents receive a sizeable reduction on their flood insurance premiums. He added that the Village desires to improve its rating from a Class 6 to a Class 4, to reduce flood insurance premiums by another 10%. He noted that to reach this goal, Winnetka must first adopt a Watershed Master Plan (WMP) for purposes of mitigating the impact of future development, and having a plan for future stormwater management programs.

Mr. Saunders said an improvement in the Village's CRS rating is a key component of the Village's strategy for floodplain management. He recommended Baxter & Woodman, Inc. (B&W) to provide engineering services to help in the formation of a WMP, based on their previous assistance to the Village in the development and capture of Winnetka's watershed data, their familiarity with neighboring watersheds, and their knowledge of the CRS program.

Trustee McCrary asked if there is a Class 5, and if the Village should try for it, instead of jumping to Class 4. Mr. Saunders explained that the ratings are based on measures in place to control flood risk, and the Village aims to become the first Class 4 community in Illinois.

Trustees Fessler and Myers asked for assurance that the WMP won't lead to more onerous regulations in the floodplain. Mr. Saunders explained that since the Village complies with the Metropolitan Water Reclamation District's Watershed Management Ordinance, he does not anticipate further floodplain regulations being required. He added that the main purpose of developing a WMP is to document Winnetka's floodplain management efforts. He noted that the CRS is primarily interested in how the Village plans to deal with water coming from communities further upstream in the Skokie River watershed.

Mr. Saunders explained that residents who live outside the floodplain also receive a flood insurance premium discount; however, it is smaller, as their rates are below the rates of those who live in the floodplain.

President Greable called for public comment.

Terry Dason, 1436 Scott Avenue. Ms. Dason asked how her insurance company will be notified about the change from a Class 6 to a Class 4.

Mr. Saunders said since flood insurance policies are underwritten through the NFIP, the discounts for communities participating in the CRS are automatically applied.

Penny Lanphier, 250 Birch Street. Ms. Lanphier asked if communities upstream have enough stormwater regulations in place to control the amount of water flowing into the watershed.

Mr. Saunders explained that the Lake County Stormwater Management Commission has been proactive, and has already adopted a county-wide stormwater management ordinance.

There being no further questions or comments, Trustee Krucks, seconded by Trustee McCrary, moved to adopt Resolution No. R-28-2016. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

- b) Resolution No. R-29-2016: Approving an Agreement with HR Green, Inc., for Engineering Services (Adoption). Mr. Saunders explained that a public sidewalk at the end of Fisher Lane and located in the public utility easement is frequently damaged due to erosion from the private ravine. He noted that \$275,000 is budgeted for ravine stabilization and to protect Village infrastructure at the site. The Village and the Fisher Lane Homeowners Association (HOA) propose developing an improvement project to control stormwater runoff and stabilize the ravine, and the parties have agreed to break the project engineering into three phases. Since cost-sharing negotiations cannot take place until more is known about the type of project required, he recommended awarding a contract for both Phase 1 and Phase 2 engineering, but holding off on work on Phase 2 until a cost-sharing arrangement is developed between the Village and the Fisher Lane HOA.

After a brief Council discussion, Trustee Krucks, seconded by Trustee McCrary, moved to adopt Resolution No. R-29-2016, awarding a contract for engineering services to H.R. Green Associates, to be developed in Phases as described in the Executive Summary. By roll call vote, the motion carried. Ayes: Trustees Cripe, Fessler, Krucks, McCrary, Myers and Prodromos. Nays: None. Absent: None.

8) Public Comment.

Richard Kates 1326 Tower. Mr. Kates said he was on the Council with Trustee McCrary for three years, and found him a pleasure to work with. He also commended Trustees Prodromos and Fessler, and thanked the three retiring Trustees for their service.

Wally Greenough, Chair, Caucus Council. On behalf of the Caucus, Mr. Greenough expressed appreciation for the service of Trustees Fessler, McCrary and Prodromos.

Terry Dason, Chamber of Commerce Executive Director. Ms. Dason thanked the three retiring Trustees and expressed special thanks to Trustee Prodromos for her service as the Council's liaison to the Chamber.

Jeff Franzen, 290 Euclid Avenue. Mr. Franzen said he is a member of the "Save Crow Island Woods" initiative and that he looks forward to a dialog about stormwater solutions at the next Village Council Study Session.

9) Old Business. None

10) Reports

- a) Presentation of Council-Manager Commemorative Plaque. Trustee Fessler explained that, in honor of the Village's 100th anniversary of adopting the Council-Manager form of government, she was presenting a commemorative plaque to the Village. The plaque honors the contributions of Winnetka's professional village managers, who work behind the scenes to ensure quality, efficient and honest government in Winnetka. She presented the plaque to President Greable and Manager Bahan, and the Council expressed their appreciation for the gift.

11) Seating of New Village Council.

- a) Village Clerk's Report: Election Results. Manager Bahan, serving in his capacity as Village Clerk, announced the results of the March 15, 2016 election in which Penfield Lanphier, Christopher Rintz and Kristin Ziv were elected Village Trustees.

President Greable called for a motion to take a recess so that the oaths of office could be administered – after which, the meeting would be reconvened with the newly constituted Council.

Trustee Myers, seconded by Trustee McCrary, moved to take a short recess. By voice vote, the motion passed. At 7:42 p.m. the Council recessed.

- b) Administration of Oath of Office to Trustees-elect Penfield Lanphier, Christopher Rintz and Kristin Ziv. Manager Bahan administered the oaths of office to the three newly-elected Trustees.
- c) Call the new Council to Order. President Greable called the new Council to order at 7:48 p.m. Present: Trustees Andrew Cripe, William Krucks, Penfield Lanphier, Scott Myers, Christopher Rintz and Kristin Ziv. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Peter M. Friedman, Director of Community Development Mike D’Onofrio, Public Works Director Steve Saunders, Director of Water & Electric Brian Keys, Fire Chief Alan Berkowsky, Chief of Police Patrick Kreis, and approximately 12 persons in the audience

12) Ordinances and Resolutions.

a) Commendation Resolutions.

- i) Resolution No. R-26-2016: Commending Trustee Stuart McCrary (Adoption). President Greable read aloud a Resolution commending Trustee McCrary and thanking him for his service to the Village. Trustee Rintz, seconded by Trustee Krucks, moved to approve Resolution No. R-26-2016. By voice vote, the motion carried.
- ii) Resolution No. R-27-2016: Commending Trustee Marilyn Prodromos (Adoption). President Greable read aloud a Resolution commending Trustee Prodromos and thanking her for her service to the Village. Trustee Krucks, seconded by Trustee Myers, moved to approve Resolution No. R-27-2016. By voice vote, the motion carried.
- iii) Resolution No. R-25-2016: Commending Trustee Carol Fessler (Adoption). President Greable read aloud a Resolution commending Trustee Fessler and thanking her for her service to the Village. Trustee Ziv, seconded by Trustee Krucks, moved to approve Resolution No. R-25-2016. By voice vote, the motion carried.

13) Public Comment.

As she had a prior engagement and could not be present in person, President Greable read a brief statement from Trustee Fessler expressing her appreciation for the opportunity to work with President Greable, Village Trustees, Manager Bahan and Village Staff, and wishing the new Council the best of luck.

14) New Business. None.

15) Appointments.

- a) Village President. President Greable called for a motion to approve the new Council organization assignments as follows:

President Pro Tem	Trustee Krucks
Warrants	Trustee Lanphier
Chamber of Commerce	Trustee Ziv
Environmental & Forestry Commission	Trustee Lanphier
Plan Commission	Trustee Cripe
Business Community Development Commission	Trustee Myers
Outreach & Engagement Program Liaison	Trustee Ziv
RED Center	Trustee Rintz
Northwest Municipal Conference (NWMC)	President Greable, Manager Bahan, Trustee Ziv
Landmark Preservation Commission Liaison	Trustee Cripe
Stormwater Infrastructure Liaisons	President Greable, Trustee Krucks
Downtown Master Plan Liaisons	President Greable, Trustees Krucks and Myers
One Winnetka Liaisons	President Greable, Trustee Rintz

Trustee Myers, seconded by Trustee Krucks moved to approve the new Council assignments. By voice vote, the motion carried.

16) Reports.

- a) Village President. President Greable wished the three new Trustees the best as the new Council goes forward together in 2016-17.
- b) Trustees.
 - i) Trustee Lanphier said she felt humbled to fill the shoes of the outgoing Council members.
- c) Attorney. None.
- d) Manager. None.

17) Closed Session. Trustee Myers moved to adjourn into Closed Session to discuss purchase or lease of real property and for setting of a price for sale or lease of property owned by the Village of Winnetka, pursuant to Sections 2c(5) and 2c(6) of the Illinois Open Meetings Act. Trustee Krucks seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Cripe, Krucks, Lanphier, Myers, Rintz and Ziv. 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 8:26 p.m.

18) Adjournment. Trustee Rintz, seconded by Trustee Lanphier, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 10:20 p.m.

Deputy Clerk



Agenda Item Executive Summary

Title: Approval of Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 05/17/2016

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 April 29 - May 12, 2016 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated April 29 - May 12, 2016.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-30-2016: 2016 Asphalt Patching Program for Various Locations (Adoption)

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

Agenda Date: 05/17/2016

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:

2016 budget item for annual Asphalt Pavement Patching Program to be managed as part of the Village's annual Street Rehabilitation Program.

Executive Summary:

The Village served as the lead agency to solicit joint bids for the 2016 Asphalt Patching Program with the Villages of Glencoe, Niles, Mount Prospect and Northbrook, via the Municipal Partnering Initiative. This contract includes removal and disposal of existing asphalt pavement and installation of Hot Mix Asphalt at various locations throughout the various Villages. Bids were received from four contractors, and Chicagoland Paving was identified as the low bidder for the project. Staff has reviewed the references for Chicagoland Paving and believe that they will meet the Village's needs for this project.

The contract includes a three-year term, and staff anticipates first-year expenditures of \$18,200 based on estimated quantities. Similar expenditures are expected for the second and third years, but actual quantities in those years will vary based on weather conditions, future pavement conditions, number of utility repairs, etc. This work is budgeted in account 100.30.23-650.

Recommendation:

Consider approving Resolution No. R-30-2016 awarding a contract to Chicagoland Paving Contractors, Inc. for Asphalt Patching work at various locations, with a first-year amount not to exceed \$18,200.

Attachments:

- Resolution No. R-30-2016
- Copy of Bid Tabulation
- Copy of Contract with Chicagoland Paving Contractors, Inc.

RESOLUTION NO. R-30-2016

**A RESOLUTION APPROVING A CONTRACT WITH
CHICAGOLAND PAVING CONTRACTORS, INC., FOR
ASPHALT REMOVAL AND PATCHING 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for the procurement of asphalt removal and patching work (“*Work*”) on roadways located within the Village; and

WHEREAS, the Village and the Villages of Glencoe, Mount Prospect, Niles, and Northbrook (collectively, the “*Municipalities*”) jointly requested bids for performance of the Work within the Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received four bids for the Work and opened the bids on April 20, 2016; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work within the Village’s corporate boundaries in an amount not to exceed \$18,200.00 (“*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.

May 17, 2016

R-30-2016

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.

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 17th day of May, 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

Fax: (847) 446-1139

REQUEST FOR BIDS:	# 016-008	BID ISSUE DATE:	March 31, 2016
BID DESCRIPTION:	2016 ASPHALT PATCHING PROGRAM		
BID SUBMITTAL DATE:	April 20, 2016	BID OPENING TIME:	10:00 AM
SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES			

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:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, IL 60093
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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:	James Bernahl	PHONE:	(847)716-3261
EMAIL:	jbernahl@winnetka.org		

FULL NAME OF BIDDER	Chicago Land Paving Contractors
BID CONTACT PERSON	Bill Bawes
TELEPHONE NUMBER	847 550 9681

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

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

16 TO
BID DATE 4-20-16 down
BID TIME 10:00
WITH PRINTS LG SM NO
COMPLETE DATE/DAYS:
1090

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	2016 ASPHALT PATCHING PROGRAM
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Pre-Bid Specification Inquiry Deadline	Via Email to: jbernah1@winnetka.org	April 15 th , 2016	5:00pm
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 WINNETKA, IL 60093	April 20 th , 2016	10:00am

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

Description:

The Village of Winnetka is accepting sealed bids for the joint bid 2016 Asphalt Patching Program. This program includes removal and disposal of existing pavement and installation of Hot Mix Asphalt within the communities of Village of Winnetka, Village of Glencoe, Village of Nilis, Village of Mount Prospect, Village of Northbrook, Village of Wheeling and Village of Wilmette.

The communities listed above have partnered to consolidate services for asphalt patching repairs to streets. Through this consolidation, the communities are presenting an economy-of-scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the successful bidder and the communities. Each community's Village Board or Council will independently approve the contract award and each community will then issue its own contract with the successful bidder.

Note: It is expected that the contractor will need to coordinate individually with each community to develop an appropriate schedule based on each individual community's needs.

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to the Village of Winnetka Assistant Director of Public Works and Engineering, James Bernahl at jbernah1@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

VILLAGE OF WINNETKA, ILLINOIS

INVITATION FOR BIDDER'S PROPOSALS

SOLICITATING AGENT & OWNER:

Village of Winnetka
Public Works Department
1390 Willow Road
Winnetka, IL 60093
James Bernahl, P.E., CFM, Assistant Director of Public Works
(847) 716-3261
jbernahl@winnetka.org

OWNER:

Village of Glencoe
Public Works Department
675 Village Court
Glencoe, IL 60022
David Mau, Director of Public Works
(847) 835-4111 x1116
davidm@villageofglencoe.org

OWNER:

Village of Niles
Public Services Department
6849 W. Touhy Avenue
Niles, IL 60714
Mary J. Anderson, Director of Public Services
(847) 588-7900
mja@vniles.com

OWNER:

Village of Northbrook
Public Works Department
655 Huehl Road
Northbrook, IL 60062
Matt Morrison, Assistant Director of Public Works
(847) 664-4110
matt.morrison@northbrook.il.us

OWNER:

Village of Mount Prospect
Public Works Department
1700 West Central Road
Mount Prospect, IL 60090
Sean Dorsey, Director of Public Works
(847) 870-5640
sdorsey@mountprospect.org

16-170

VILLAGE OF WINNETKA, ILLINOIS

INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at 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.

Businesses without Internet access may contact the Financial Services Coordinator at (847)716-3504 or 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. 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.

VILLAGE OF WINNETKA, ILLINOIS

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

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) 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.

14) 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

VILLAGE OF WINNETKA, ILLINOIS

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

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

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

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 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) 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

VILLAGE OF WINNETKA, ILLINOIS

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:

All Bidders shall submit a Statement of Qualifications along with its sealed bid. The Statement of Qualifications shall contain the bidder's IDOT pre-qualification and a list of all similar public projects completed by the bidder within the last 5 years, including the name of the public body for which the work was performed, a description of the work, the contract amount, and the name and phone number of a contact person for each project.

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 +/- 20% without a 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 \$1000 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:

ROADWAY PATCH (USING AN IDOT APPROVED HMA, MIX "D", N50 OR N70)

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 removal and disposal of existing pavement and installation of Hot Mix Asphalt.

This work shall consist of constructing Hot-Mix Asphalt Pavement Patching at various thicknesses as specified under the pay items listed on the schedule of quantities. The thickness of each item shall consist of those shown in the plans and as directed by the Engineer. All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

VILLAGE OF WINNETKA, ILLINOIS

Pavement patches will be replaced with either Hot-Mix Asphalt, Mix "D", N50 or Hot-Mix Asphalt, Mix "D", N70 to include a minimum 4-inch thick CA-6 Virgin Crushed Limestone subbase (when patch is full depth). The exact location and dimension will be determined by Village Engineer and will be marked in the field by a Village representative.

This item shall consist of the removal of existing asphalt pavement, via saw-cutting of the pavement in such a manner as to avoid extending beyond the limits of the patch, at various depths, and shall be placed in lifts not to exceed 2-inches, using hot-mix asphalt, Mix "D", N50 or N70 as directed. The pavement removal shall provide a straight, clean edge on all sides, or the contractor shall make corrections as required, which shall be incidental to the contract as defined herein and the IDOT specifications.

DRIVEWAY APRON RESTORATION

This item of work shall comply with the applicable portions of Sections 406 and 440 of the Standard Specifications for Road and Bridge Construction (IDOT) except as follows:

This work shall occur at locations as specified by the Municipalities and shall consist of a full depth sawcut if needed, removal and disposal of the existing driveway apron pavement and base to a depth of 6.5", grading and compacting of 4" of compacted Subbase Granular Material, Type B (crushed concrete and pavement grindings not allowed) and 2.5" of Hot Mix Asphalt Surface Course, Mix D, N50.

Where the asphalt driveway apron is an overlay of a concrete driveway apron, no extra compensation will be given for removal of the concrete base or placement of CA-6 aggregate to bring up to proper elevation 4" below the proposed surface.

All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation.

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.

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 provided by the Village Engineer.

- 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. The Contractor shall provide a satisfactory progress schedule or critical path schedule, which will show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of working days allowed per contract.

VILLAGE OF WINNETKA, ILLINOIS

10) MATERIALS AND EQUIPMENT:

- a. Materials - All hot-mix asphalt mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Hot-mix asphalt mixtures for binder and surface construction shall meet the requirements of the IDOT, District One Office.
- b. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work as specified within this contract.

11) 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 roadway patching 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 patching 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 patching activities.

12) MOBILIZATION:

The estimated number of mobilizations that the Contractor shall make to each municipality is as follows:

Village of Glencoe: 3 Mobilizations
Village of Niles: 2 Mobilizations
Village of Mount Prospect: 3 Mobilizations
Village of Northbrook: 2 Mobilizations
Village of Winnetka: 3 Mobilizations

Mobilization will not be paid for separately, but will be included in the items for which this work applies.

13) 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.

14) SECURITY AND ACCESS:

The Contractor will be working in public areas; 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.

15) 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.

16) 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.

END OF SPECIAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
SPECIFICATIONS**

GENERAL SPECIFICATIONS FOR ASPHALT ROADWAY PATCHING – VARIOUS DEPTHS

Areas: Various Locations

Term: 36-month

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).

LIST OF DRAWINGS (EXHIBIT A):

Sheet Nos.	Sheet Titles	Date Last Revised
701201-04	Lane Closure, 2L, 2W, Day Only, for speeds >45 mph	01-01-11
701306-03	Lane Closure, 2L, 2W, Slow Moving Operations Day Only, for speeds >45mph	01-01-11
701501-06	Urban Lane Closure, 2L, 2W, undivided	01-01-11

ESTIMATED QUANTITIES:

	Item	Unit	Winnetka	Glencoe	Niles	Mount Prospect	Northbrook		
Roadway Patch's Using an IDOT approved HMA, Mix "D", N50 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY	300 SY						
2	Type 1,2,3 4 Class D Patches, 4" depth	SY		350 SY	950 SY	550 SY	950 SY		
3	Type 1,2,3 4 Class D Patches, Full Depth	SY	100 SY			100 SY			
Roadway Patch's Using an IDOT approved HMA, Mix "D", N70 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY							
2	Type 1,2,3 4 Class D Patches, 4" depth	SY							
3	Type 1,2,3 4 Class D Patches,	SY				50 SY			

VILLAGE OF WINNETKA, ILLINOIS

	Full Depth								
Driveway Apron Restoration									
1	Driveway Apron Removal and Replacement	SY				200 SY			

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, 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.

END OF BID SPECIFICATIONS

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	Chicagoland Paving Contractors Inc.
	225 Telsor Road
	Lake Zurich, IL 60047
City, State, Zip Code	
Telephone Number	847 550 9681
Fax Number	847 550 9684
Bid Contact Person	Bill Bowes
Email Address	chicagoland1@sbcglobal.net

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:

<u>Kevin Meertz</u> (President or Partner)	<u>William R. Bowes</u> (Vice-President or Partner)
<u>William R. Bowes</u> (Secretary or Partner)	<u>Kevin Meertz</u> (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 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:

\$ 199,900.00
Total (in figures)

one hundred ninety nine thousand 00 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] v.p.
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 20 day of June AD, 2018
Julie C. Heiderman My Commission Expires: 10/18/18
(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:

Instrument Type	Conditions	Submittal	Required
Bid/Proposal Security	Not less than 10% 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.	REQUIRED
Performance Bond	100% of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED
Warranty Bond	ONE (1) year warranty bond.	Within fourteen (14) days upon approval of award by corporate authorities.	NOT REQUIRED
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED

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.

VILLAGE OF WINNETKA, ILLINOIS

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		

VILLAGE OF WINNETKA, ILLINOIS

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:

VILLAGE OF WINNETKA, ILLINOIS

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.

VILLAGE OF WINNETKA, ILLINOIS

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

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: William R. Bares

NAME: William R. Bares TITLE: VP
(Print or type)

Subscribed and sworn to me this 20 day of April, 20 16, A.D.

By: Julie C Heiderman
(Notary Public)



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Chicaogland Paving Contractors, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 225 Telser Road		Requester's name and address (optional)
	6 City, state, and ZIP code Lake Zurich, IL 60047		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
3	6		-	3	4	9	4	4	9	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/20/16</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The vendor must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

COMPANY NAME:	please see attached
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	29
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	45

Street Project List 2015

Village of Buffalo Grove

Auburn Lane Roadway Reconstruction
Contract Amount: \$ 859,900.00
Mr. Leo Morand
Gewalt Hamilton & Associates
847-478-9700

Village of Libertyville

2015 Pavement Reconstruction - Phase II
Contract Amount: \$ 1,099,900.00
Mr. Phillip J. Hurst
Civiltech Engineering
630-773-3900

Village of Round Lake

Forest Avenue & MacGillis Drive Pavement Rehabilitation
Contract Amount: \$ 344,900.00
Mr. Michael DeBennette
Baxter & Woodman, Inc.
847-223-5088

Village of Fox Lake

Stage III Roads
Contract Amount: \$ 739,900.00
Mr. Steven Berez
Gewalt Hamilton Associates
847-478-9700

Village of Barrington

2015 Road Patching Program
Contract Amount: \$ 174,320.00
Mr. Jeff Ende
Village of Barrington Engineer
847-304-3400

Bloomington Township Highway Department

2015 Road Maintenance / Resurfacing Program
Contract Amount: \$ 364,900.00
Mr. David Bohac
Morris Engineering
630-271-0700

City of Countryside

2015 MFT Street Rehabilitation
Contract Amount: \$ 339,900.00
Mr. Thomas Brandstedt
Frank Novotny & Associates, Inc.
630-887-8640

Village of Berkeley

Joint Parking Lot Reconstruction
Contract Amount: \$ 214,900.00
Mr. David Bugaj
Civiltech Engineering
630-773-3900

Village of Oak Park

2015 Resurfacing of Various Streets
Contract Amount: \$ 2,339,000.00
Mr. Roman Babinski
Village of Oak Park Engineer
708-358-5127

VILLAGE OF WINNETKA, ILLINOIS

OFFEROR'S SUBCONTRACTORS (IF APPLICABLE)

FULL NAME OF BIDDER:	ChicagoLand Paving Contractors
CONTACT PERSON:	Bill Bowers

SUBCONTRACTORS:

A. Will you employ subcontractors? _____ _____
 (YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

VILLAGE OF WINNETKA, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

 **AIA** Document A310™ – 2010**Bid Bond**

Bond Number: 2320796

CONTRACTOR:*(Name, legal status and address)*

Chicagoland Paving Contractors, Inc.
225 Telser Rd.
Lake Zurich, IL 60047

OWNER:*(Name, legal status and address)*

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)**PROJECT:***(Name, location or address, and Project number, if any)*

2016 Asphalt Patching Program

SURETY:*(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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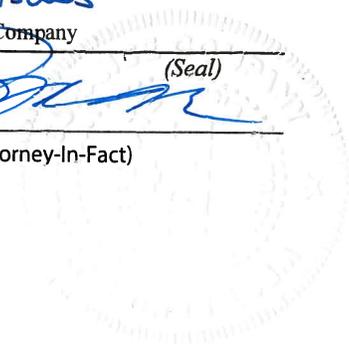
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1

Signed and sealed this 20 day of April, 2016

Jack
(Witness)
Robert Jones
(Witness)

Chicagoland Paving Contractors, Inc.
(Contractor as Principal) (Seal)
William R. Banes u.p.
(Title) William R. Banes
West Bend Mutual Insurance Company
(Surety) (Seal)
Paul F. Praxmarer
(Title) Paul F. Praxmarer (Attorney-In-Fact)



Init.

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User Notes:

(1481917559)



2320796

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly
Secretary



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20 _____ day of _____ April _____, 2016 _____



Dale J. Kent
Executive Vice President -
Chief Financial Officer

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Cook)

On this 20 day of April, 20 16, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires _____

Notary Public

July 30, 20 17

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Chicagoland Paving Contractors Inc.
Main Business Address	225 Telser Road Lake Zurich, IL 60047
City, State, Zip Code	
Telephone Number	847 250 9681
Fax Number	847 250 9684
Bid Contact Person	Bill Bowes
Email Address	chicagoland1@sbcglobal.net

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:

<u>Kevin Meertz</u> (President or Partner)	<u>William R. Bowes</u> (Vice-President or Partner)
<u>William R. Bowes</u> (Secretary or Partner)	<u>Kevin Meertz</u> (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. #1, _____, and _____ issued thereto;

4-19-16

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

Incorporated in 1869

APRIL 19, 2016

**ADDENDUM NO. 1 REQUEST FOR BIDS 2016 ASPHALT PATCHING PROGRAM
RFB #016-008
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified as follows:

Q. Bid document pages 14 & 15 provide a list of “Estimated Quantities” for each municipality and corresponding work item. On page 17, under “Bid Award Criteria” it states “this bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.”

On sheet 2, the 2nd paragraph under “Description” states “Each community’s Village Board or Council will independently approve the contract award and each community will then issue its own contract with the successful bidder.” How will this be possible with the project being bid on a lump sum basis? If no unit prices are provided for the various work items, how will contract amounts be determined by each Village?

A. Contract language on page 17 of the RFP for Bid Award Criteria should be revised as follows: should be revised to indicate as follows:

“BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the unit prices provided for each pay item.”

PLEASE NOTE: Each vendor shall provide a unit price for each pay item to be written on the available spaces to the side of the estimated quantities on the “Estimate Quantities” table. Then a total shall be provided based on these proposed unit prices to be indicated at the bottom of page 17 of the RFP.

Q. On sheet 15 under “Terms” it states “This price will be in effect for thirty-six (36) months, with an option for an additional two year period.” Again, how can this be accommodated with the project bid on a lump sum basis?

A. Based on the response provided above the contract will be reviewed and award based on the unit prices and not a lump sum total.

Q. We have bid and have been successful on several “Joint Municipality” contracts in the past, but always on a unit price basis. The fact that this contract is being bid on a lump sum is concerning. Can you please provide some additional insight as to how the project may be broken down on an accounting basis in the event some Villages decide to enter into contract and others opt not to?

A. Unit prices provided by each contractor would be used in future contracts directly with each individual municipality.

If you have any questions regarding Addendum #1, please contact me at (847)716-3261. Please note that the deadline for questions has passed and no new questions will be addressed. Clarifications of existing questions will be made when, in the judgment of the Village, no new lines of questions will be opened as a result.

James J. Bernahl, P.E., CFM, - Assistant Director of Public Works and Engineering

Note to Vendors: Please remember to acknowledge receipt of this addendum by marking the appropriate section on the “BID FORM” included with the RFB document (Pages 16-17). Bids may be rejected if this task is not completed.

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
SPECIFICATIONS**

GENERAL SPECIFICATIONS FOR ASPHALT ROADWAY PATCHING - VARIOUS DEPTHS

Areas: Various Locations

Term: 36-month

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).

LIST OF DRAWINGS (EXHIBIT A)		
Sheet Nos.	Sheet Titles	Date Last Revised
701201-04	Lane Closure, 2L, 2W, Day Only, for speeds >45 mph	01-01-11
701306-03	Lane Closure, 2L, 2W, Slow Moving Operations Day Only, for speeds >45mph	01-01-11
701501-06	Urban Lane Closure, 2L, 2W, undivided	01-01-11

ESTIMATED QUANTITIES										
	Item	Unit	Winnetka	Glencoe	Wilmette	Malino Park	Northbrook			
Roadway Patch's Using an IDOT approved HMA, Mix "D", N50 Mix										
1	Type 1,2,3 4 Class D Patches, 2" depth	SY	300 SY						\$ 35.00	SY
2	Type 1,2,3 4 Class D Patches, 4" depth	SY		350 SY	950 SY	550 SY	950 SY		\$ 58.00	SY
3	Type 1,2,3 4 Class D Patches, Full Depth	SY	100 SY			100 SY			\$ 77.00	SY
Roadway Patch's Using an IDOT approved HMA, Mix "D", N70 Mix										
1	Type 1,2,3 4 Class D Patches, 2" depth	SY								
2	Type 1,2,3 4 Class D Patches, 4" depth	SY								
3	Type 1,2,3 4 Class D Patches,	SY				50 SY			\$ 60.00	3000.00

VILLAGE OF WINNETKA, ILLINOIS

	Full Depth								
Driveway Apron Restoration									
1	Driveway Apron Removal and Replacement	SY				200 SY		\$4300	SY

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 all specified may extend the contract at any time, 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.

END OF BID SPECIFICATIONS

2016 ASPHALT PATCHING PROGRAM

DATE: 4/22/2016

			J.A. JOHNSON PAVING CO 1025 E. ADDISON COURT ARLINGTON HEIGHTS, IL 60005		SCHROEDER ASPHALT SERVICES, INC. 11022 S. GRANT HWY HUNTLEY, IL 60142		CHICAGOLAND PAVING CONTRACTORS, INC. 225 TELSER ROAD LAKE ZURICH, IL 60047		A LAMP CONCRETE CONTRACTORS, INC. 1900 WRIGHT BOULEVARD SCHAUMBURG, IL 60193	
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 2"	SY	300	\$46.75	\$14,025.00	\$60.00	\$18,000.00	\$35.00	\$10,500.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 4"	SY	2800	\$72.25	\$202,300.00	\$92.00	\$257,600.00	\$58.00	\$162,400.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH	SY	200	\$122.00	\$24,400.00	\$184.00	\$36,800.00	\$77.00	\$15,400.00		
(N70) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH"	SY	50	\$125.00	\$6,250.00	\$190.00	\$9,500.00	\$60.00	\$3,000.00		
DRIVEWAY APRON REMOVAL & REPLACEMENT	SY	200	\$94.50	\$18,900.00	\$49.00	\$9,800.00	\$43.00	\$8,600.00		
TOTAL BID AMOUNT (AS READ)				\$265,875.00		\$331,700.00		\$199,900.00		
TOTAL BID AMOUNT (AS CALCULATED)				\$265,875.00		\$331,700.00		\$199,900.00		\$318,500.00

*INCOMPLETE BID SUBMITAL



Agenda Item Executive Summary

Title: Resolution No. R-31-2016: Bulk Rock Salt Purchase

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

Agenda Date: 05/17/2016

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

Consent: YES NO

Item History:

2016 Budget Item for snow and ice operations.

Executive Summary:

The Village of Winnetka has historically participated in the purchase of rock salt through the State of Illinois bid. This joint purchasing program provides municipalities the opportunity to use joint purchasing power with the State of Illinois to obtain lower prices for rock salt. Due to the stringent requirement of the state purchasing program that mandate that a municipality accept the lowest pricing regardless of that final number the Municipal Joint Purchasing group opted to seek pricing on its own for the purchase of bulk rock salt. The Village of Lincolnwood was the lead agency that prepared and accepted bids on behalf of the Municipal Group.

On April 14, total of four bids were received; the low bid offered to the Village of Winnetka for this year's program was \$65.80 per ton and was submitted by Compass Minerals America, Inc. of Overland Park, Kansas. This year's price represents a 10% decrease from last year's price of \$73.00 per ton. Staff estimates that a purchase of 1,000 tons will sufficiently supply the 2016-2017 winter season. 1,000 tons of rock salt would cost \$65,800 at this year's unit price.

After meeting the Village's current contractual obligation with Morton Salt, the Village will have in reserves approximately 900 tons of rock salt to enter the 2016/2017 snow season. According to the terms of the joint purchasing contract, the Village is obligated to purchase at minimum 80% (\$52,6640) of its estimated amount, or may at its discretion procure at maximum 120% of the estimated amount (\$78,960) at the bid price. Staff spoke to references for this vendor and based on the information provided staff believes that the vendor will meet the Village's needs.

Recommendation:

Consider approving Resolution No. R-31-2016 for the purchase of bulk rock salt from Compass Minerals America, Inc. for a price not to exceed \$78,960.

Attachments:

- Resolution No. R-31-2016
- Compass Minerals America, Inc. Proposal
- Bid Tabulation

RESOLUTION NO. R-31-2016

**A RESOLUTION APPROVING THE PURCHASE OF
BULK ROCK SALT FROM COMPASS MINERALS AMERICA, INC.**

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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for the procurement of bulk rock salt (“*Product*”); and

WHEREAS, the Village and the Villages of Glencoe, Glenview, Kenilworth, Lincolnwood, Northbrook, Palatine, and Wilmette (collectively, the “*Municipalities*”) jointly requested bids for the purchase of the Product by each of the Municipalities; and

WHEREAS, the Municipalities received four bids for the purchase and sale of the Product and opened the bids on April 14, 2016; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Compass Minerals America, Inc. (“*Vendor*”), is the lowest responsible bidder for the purchase of the Product by the Village; and

WHEREAS, the Village Council desires to purchase the Product from Vendor at the unit price of \$65.80 per ton and in a total amount not to exceed \$78,960.00; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to purchase the Product from Vendor;

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

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

SECTION 2: APPROVAL OF PURCHASE. The Village Council approves the purchase of the Product from Vendor at the unit price of \$65.80 per ton and in a total amount not to exceed \$78,960.00.

SECTION 3: AUTHORIZATION TO PURCHASE. The Village Council hereby authorizes and directs the Village President, the Village Manager, and the Village Clerk to (a) execute and attest, respectively, on behalf of the Village, all necessary documents approved by

the Village Attorney, and (b) do all other things necessary to complete the purchase of the Product from Vendor in accordance with Section 2 of this Resolution.

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 17th day of May, 2016, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

VILLAGES OF GLENCOE, GLENVIEW,
KENILWORTH, LINCOLNWOOD, NORTHBROOK,
PALATINE, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016-17 BULK SODIUM CHLORIDE PURCHASE

BIDDER'S PROPOSAL

Proposals to be opened at **10:00** a.m. on **Wednesday, April 20, 2016** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder COMPASS MINERALS AMERICA INC. ("Bidder")
Office Address 9900 West 109th St., Suite 100
City, State Overland Park, KS 66210
Zip
Contact Person Sean Lierz Telephone 913-344-9330
Email LierzS@compassminerals.com Fax 913-338-7945

TO: Village of Glencoe
Village of Glenview
Village of Kenilworth
Village of Lincolnwood
Village of Northbrook
Village of Palatine
Village of Wilmette
Village of Winnetka (collectively, the "Owners")

CARE OF: Village of Lincolnwood ("Bidding Agency")
Public Works Department
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Andrew Letson, Assistant to the Public Works Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with each Owner, in the form of the applicable Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to provide bulk sodium chloride

PROPOSAL

(highway deicing salt) to each of the Owners for the 2016-17 winter season, in accordance with the Specifications attached to this Bid Package; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of each respective Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in each Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Bidder understands and agrees will be made a part of the Contract. The Bidder will enter into separate contracts with each Owner.

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

SCHEDULE OF PRICES

Bulk Sodium Chloride (Highway Deicing Salt)	Estimated Quantity (Tons)	Unit Cost	Extension
Village of Glencoe	800	\$ 68.80	\$ 55,040.00
Village of Glenview	1,000	\$ 67.41	\$ 67,410.00
Village of Kenilworth	330	\$ 69.51	\$ 22,938.30
Village of Lincolnwood	800	\$ 65.80	\$ 52,640.00
Village of Northbrook	1,800	\$ 68.80	\$ 123,840.00
Village of Palatine	2,000	\$ 69.87	\$ 139,740.00
Village of Wilmette	1,600	\$ 65.80	\$ 105,280.00
Village of Winnetka	1,200	\$ 65.80	\$ 78,960.00

BIDDER MUST ATTACH ALL STATEMENTS REQUIRED BY SECTION 16 OF THE GENERAL INSTRUCTIONS TO BIDDERS.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in each Contract;
2. Owners re not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "**Commencement Date**" set forth in each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "**Completion Date**" set forth in each Contract, but in no event later than April 1, 2017 under any Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 9 and 12 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owners or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time

PROPOSAL

Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owners, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owners that Bidder is adequately prepared to fulfill the Contract.

D. Owners' Reliance. Bidder acknowledges that Owners are relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that such Owner will sustain by reason of any such failure and, for such reason, Owners shall have the right, at their option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies they may have against Bidder.

8. **Owner's Rights**

Bidder acknowledges and agrees that Owners reserve the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 12 of the General Instructions to Bidders.

9. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 14 day of April, 2016

ATTEST:

BIDDER

By: [Signature]

By: [Signature]

Print Name: Timothy R. MERTZ

Print Name: SEAN LIERZ

Title: VP, ASS'T SEC

Title: SR. SALES MGR.

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6,
FOR SIGNATURE REQUIREMENTS**

16. SPECIAL INSTRUCTIONS

A. The below listed depot will service all participants on the Village of Lincolnwood bid.

Calumet Transload Railroad
10730 S Burley Avenue
Chicago, IL 60617

B. The following trucking companies contract with Compass Minerals to deliver orders out of the Calumet Transload Railroad depot.

Truck King Hauling
Jack Gray Transport
Mark Tenuta Trucking
Morris Motor Service
V & K Management
Five Star Hauling

C. Estimated daily capacity of Calumet Transload Railroad depot is 5,000 – 7,500 tons.

D. Not Applicable

E. References:

Lake County
McHenry CHD
IL DOT District 1
Illinois Tollway

Kevin Kerrigan at 847-377-7498
Ed Markison at 815-334-4973
Michael LaBree at 847-705-4177
Marlene Nagel at 630-241-6800 ext 3980



ADDENDUM #1

THIS DOCUMENT MUST BE ATTACHED TO YOUR BID

Issued April 13, 2016

**INVITATION FOR BIDS FOR
2016-17 BULK SODIUM CHLORIDE PURCHASE
FOR THE VILLAGES OF GLENCOE, GLENVIEW, KENILWORTH, LINCOLNWOOD,
NORTHBROOK, PALATINE, WILMETTE, AND WINNETKA**

1. *Question: Please clarify if bid bonds will be accepted by the other (7) "owners" of the bid? It is only the Village of Lincolnwood that requires that the bid security be in the form of a cashier's check?*

Answer: Correct. The Village of Lincolnwood will only accept a cashier's or certified check; however, all other Owners will accept a bid bond.

2. *Question: Is each separate bid security based on the total tonnage of the bid packet or each individual community's estimated tonnage?*

Answer: Bid securities should be based on each individual community's estimated tonnage. For example, the Village of Lincolnwood's bid security should be based on the estimated 800 tons.

3. *Question: Please provide a list of current plan holders.*

Answer: Attached.

4. *Question: Please provide a bid tabulation from last year's bid.*

Answer: Attached.

2016/17 Bulk Sodium Chloride Purchase Joint Bid
Current Plan Holders List
4/13/16
Compass Minerals
Central Salt
Detroit Salt
Morton Salt
Cargill
Salt X Change
Midwest Salt

2015/16 Joint Salt Bid					
Bid Tabulation					
April 30, 2015 - 10:00 a.m.					
Vendor	Park Ridge	Bannockburn	Glenview	Lincolnwood	Wilmette
Cargill Deicing Technology	\$ 76.64	\$ 76.64	\$ 76.64	\$ 76.64	\$ 76.64
Central Salt	\$ 87.47	\$ 87.47	\$ 87.47	\$ 87.47	\$ 87.47
Detroit Salt Company	\$ 72.62	\$ 77.40	\$ 77.41	\$ 77.93	\$ 73.29
Morton Salt	\$ 103.96	\$ 103.96	\$ 103.93	\$ 103.93	\$ 103.96
North American Salt Company	\$ 68.19	\$ 71.42	\$ 69.85	\$ 68.19	\$ 68.19

ACKNOWLEDGEMENT

**VILLAGES OF GLENCOE, GLENVIEW,
KENILWORTH, LINCOLNWOOD, NORTHBROOK,
PALATINE, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016-17 BULK SODIUM CHLORIDE PURCHASE**

BIDDER'S SWORN ACKNOWLEDGEMENT

Sean Lierz [NAME OF DEPONENT] ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

The Bidder is a corporation that is organized and existing under the laws of the State of Delaware, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Compass Minerals America, Inc

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>See attached list of officers</u>	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership** N/A

The Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____



CREDIT INFORMATION

FIRM NAME: **Compass Minerals America Inc.** **PHONE:** (913) 344-9100
PRINCIPAL ADDRESS: 9900 W. 109th St., Suite 100 **FEDERAL ID CODE:** 48-1047632
 Overland Park, Kansas 66210 **DATE INCORPORATED:** 01/21/88
MAILING ADDRESS: Same **DATE STARTED:** 1917
OTHER LOCATIONS: Chicago, IL; Kenosha, WI; **TYPE OF BUSINESS:** Manufacturing
 Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY

OFFICERS:

Francis J. Malecha	President and CEO
Matthew J. Foulston	Chief Financial Officer
Steven N. Berger	Senior Vice President, Corporate Services
Jack C. Leunig	Senior Vice President, Operations
Robert D. Miller	Senior Vice President, Salt
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Peter E. Brooks	Vice President of Internal Audit, Enterprise Risk Management and Insurance
John D. Craft	Vice President and Corporate Controller
Timothy R. Mertz	Vice President, Tax & Assistant Secretary
James D. Standen	Treasurer

TRADE REFERENCES:

Sonoco-Hutchinson LLC 100 N. Halstead Hutchinson, KS 67501 (843) 383-7175 (843) 339-6184 (fax)	Graphics Packaging International, Inc. 1500 Riveredge Parkway, Suite 100 Atlanta, GA 30328 (770) 644-2969 (fax) E-mail request: credit@graphicpkg.com
Prince Agri Products Contact: Kathy Irvin 229 Radio Road Quincy, IL 62305 (217) 592-1332 (217) 223-2808 (fax)	Salerno Packaging Inc. 14 Gus Lapham Lane Plattsburgh, NY 12901 (518) 563-3636 (518) 563-3839 (fax)

BANK REFERENCES:

JP Morgan Chase One Chase Plaza, 7 th Floor New York, NY 10005	Account No.: 910-2-637635 Contact: Credit Reference Group Tel: (817) 399-7201 Fax: (817) 345-3794 or 3795
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RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Dated as of April 1, 2016

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), do hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing:

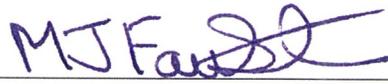
Francis J. Malecha	President and CEO
Matthew J. Foulston	Chief Financial Officer
Robert Miller	Senior Vice President, Salt
Jon Schnieders	Vice President, Sales, Bulk Road Deicing
Patrick Heenan	Director of Rock Salt and Chemical Sales
Sean Lierz	Senior Highway Sales Manager
Lisa Pruitt	Highway Sales Support Manager
Deanna Pinkham	Business Director, Specialty Products
Steve LaLiberte	Sales Manager Minnesota & Wisconsin
Matt Beyers	Regional Manager Eastern Sales
Monica Lloyd	Western Region Sales Manager
Douglas Dyer	Senior Highway Sales Manager
Cindy Rittel	Sales Manager
Scott Salazar	Sales Manager
Joe Uriell	Director Sales Industrial

General

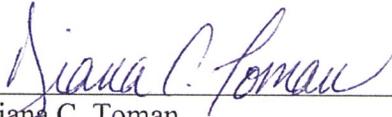
RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any of the Authorized Signatories in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above.



Matthew J. Foulston



Diana C. Toman

ACKNOWLEDGEMENT

3. **Individual** *N/A*

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ [TRADE OR ASSUMED NAME].

4. **Joint Venture** *N/A*

The Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this *14* day of *April*, 2016

ATTEST:

BIDDER

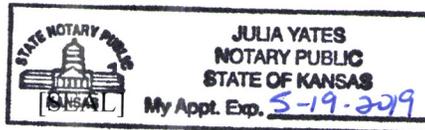
By: *[Signature]*
Title: *VP, Ass't Sec*

By: *[Signature]*
Title: *SR. SALES MGR.*

Subscribed and Sworn to
Before me this *14* day
of *April*, 2016

My Commission Expires: *5-19-2019*

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6,
FOR SIGNATURE REQUIREMENTS



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of FEBRUARY A.D. 2016 .*

Jesse White

SECRETARY OF STATE

Authentication #: 1606002358 verifiable until 02/29/2017

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

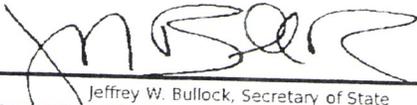
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

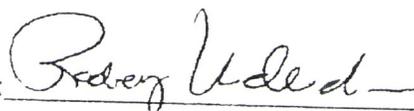
FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

Product Data Sheet



9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

Tyler Mesh	USS Mesh	Open. (mm)	Pass %	Range %	Ret. %	Range %
0.500	0.500	12.7	99.9	99 – 100	0.1	0 – 1
0.371	3/8	9.5	94.5	88 – 100	5.3	0 – 11
4	4	4.75	68.9	49 – 89	25.7	11 – 41
8	8	2.36	39.0	17 – 61	29.9	23 – 37
14	16	1.18	19.9	5 – 35	19.2	10 – 28
		0.630	10.5	1 – 20	9.3	3 – 15
28	30	0.60	9.3	3 – 16	1.2	0 – 7
Pan	Pan				9.3	3 – 16

Average Particle Size 3.24 millimeters (6.53 mesh)

ADMIXTURE

Yellow prussiate of soda (YPS) added - If requested by customer

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.52	95.6 – 99.5
Calcium Sulphate	CaSO ₄	(%)	1.67	0.12 – 3.22
Magnesium Chloride	MgCl ₂	(%)	0.03	0.01 – 0.04
Moisture		(%)	0.07	0.00 – 0.20
Water Insolubles		(%)	0.77	0.11 – 1.44
Calcium	Ca	ppm	4908	351 – 9464
Magnesium	Mg	ppm	67	35 – 99
Sulphate	SO ₄	ppm	11785	844 – 22727

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E524. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		6615

PHYSICAL PROPERTIES

Bulk Density 1220 kg/m³ (76 lbs/ft³)

Product Data Sheet



9900 West 109th Street - Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

DE-ICING SALT

PRODUCTION LOCATION

Cote Blanche, Louisiana

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S. Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
3/4		0.742	0.0	0 - 1	100.0	99 - 100
1/2		0.590	0.3	0 - 2	99.7	98 - 100
3/8	0.375	0.375	5.2	0 - 13	94.5	85 - 100
4	4	0.1870	32.2	1 - 63	62.3	26 - 99
8	8	0.0937	33.9	19 - 49	28.4	0 - 65
16	14	0.0464	16.9	0 - 35	11.6	0 - 32
30	28	0.0234	6.6	0 - 19	4.9	0 - 13
Pan	Pan		4.9	0 - 15		

Average Particle Size 0.162 inches (5.11 mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	98.53	97.59 - 99.47
Calcium Sulfate	CaSO ₄	(%)	1.16	0.10 - 2.21
Calcium Chloride	CaCl ₂	(%)	0.07	0.00 - 0.41
Magnesium Chloride	MgCl ₂	(%)	0.00	0.00 - 0.02
Moisture	H ₂ O	(%)	0.05	0.00 - 0.13
Water Insolubles		(%)	0.15	0.00 - 0.85

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632-94 and E524-91. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		7608

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals International 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US Phone 913-344-9200 Emergency US CHEMTREC 1-800-424-9300 Emergency Canada CANUTEC 1-800-996-6666
CHEMTREC	1-800-424-9300
CANUTEC	1-800-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Salt and/or Salt Mixtures

Composition comments

The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation

Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.

Skin contact

Rinse skin with water/shower. Get medical attention if irritation develops and persists.

Eye contact

Rinse with water. Get medical attention if irritation develops and persists.

Ingestion

Rinse mouth. If ingestion of a large amount does occur, seek medical attention.

Most important symptoms/effects, acute and delayed

Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed

Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media

Salt and salt mixtures are non-combustible.

Unsuitable extinguishing media

Not applicable.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Use appropriate firefighting PPE as a general precaution.

Fire-fighting equipment/instructions

Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.

Specific methods

In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.

General fire hazards

No unusual fire or explosion hazards noted.

Hazardous combustion products

Chlorine. Hydrogen chloride. Oxides of sodium.

Explosion data

Sensitivity to mechanical impact

Not available.

Sensitivity to static discharge

Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Restrict area to facilitate clean up.

Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling

Use care in handling/storage. Avoid breathing dust.

Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e., strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits

No exposure limits noted for ingredient(s).

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment

- Eye/face protection Safety glasses if eye contact is possible.
- Skin protection
 - Hand protection If there is constant skin contact, rubber gloves are recommended.
 - Other Wear suitable protective clothing.
- Respiratory protection No personal respiratory protective equipment normally required.
- Thermal hazards Not applicable.
- General hygiene considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
------------	-------------

Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure	
Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.
Information on toxicological effects	
Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.

Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.
Other federal regulations	
Safe Drinking Water Act (SDWA)	Not regulated.
Food and Drug Administration (FDA)	Not regulated.
US state regulations	California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.
US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance	Not listed.
US. Massachusetts RTK - Substance List	Not regulated.
US. Pennsylvania RTK - Hazardous Substances	Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

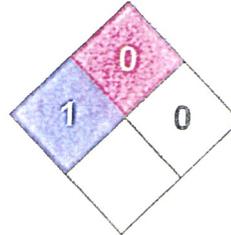
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date
Effective date
Expiry date
Further information
Prepared by
Other information

29-August-2014
01-August-2014
01-August-2017
Not available.
Dell Tech Laboratories, Ltd. Phone: (519) 858-5021
This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).
This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

2016/17 Bulk Road Salt

Bid Tabulation

Wednesday, April 20, 2016

Vendor	Glencoe	Glenview	Kenilworth	Lincolnwood	Northbrook	Palatine	Wilmette	Winnetka
Cargill, Inc.	\$ 66.89	\$ 69.09	\$ 66.89	\$ 67.50	\$ 66.89	\$ 66.89	\$ 67.38	\$ 66.89
Compass Minerals America, Inc.	\$ 68.80	\$ 67.41	\$ 69.51	\$ 65.80	\$ 68.80	\$ 69.87	\$ 65.80	\$ 65.80
The Detroit Salt Company	\$ 66.81	\$ 65.81	\$ 65.83	\$ 65.50	\$ 67.21	\$ 67.21	\$ 65.79	\$ 65.83
Morton Salt, Inc.	\$ 70.40	\$ 70.40	\$ 70.40	\$ 70.40	\$ 70.40	\$ 70.40	\$ 70.40	\$ 70.40



Agenda Item Executive Summary

Title: Resolution No. R-32-2016: 2016 Sidewalk and Curb Replacement Program (Adoption)

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

Agenda Date: 05/17/2016

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

Consent: YES NO

Item History:

The Village of Winnetka has partnered with the municipalities of Glencoe, Kenilworth, Lincolnwood and Wilmette to provide for the 2016 Sidewalk and Curb Replacement Program. The Village of Lincolnwood was the lead agency. The idea behind partnering is to combine projects from several municipalities to create economies of scale and obtain reduced pricing.

Executive Summary:

On April 19, 2016, one sealed bid was opened and read aloud. The bid was submitted by Schroeder & Schroeder, Inc. The bid was reviewed for accuracy and completeness, and is summarized as follows:

Bidder	Total Bid	Winnetka Portion
Schroeder & Schroeder, Inc.	\$388,674.00	\$85,156.00

The sole bid was submitted by Schroeder & Schroeder, a qualified contractor for this type of work. Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past. They have performed their work to the satisfaction of the Village.

The FY 2016 Budget (account #100-30-01-650) contains \$130,000 for this project. Staff estimated this project at \$96,640.00.

Recommendation:

Consider adopting Resolution No. R-32-2016 approving Village of Winnetka's portion of the 2016 Sidewalk and Curb Replacement Program to Schroeder & Schroeder, Inc. for construction services for an amount not to exceed \$130,000.

Attachments:

- Resolution No. R-32-2016
- Bid Tabulation - Total Bid (Glencoe, Kenilworth, Lincolnwood, Wilmette and Winnetka)
- Contract - Proposal from Joint Bid

RESOLUTION NO. R-32-2016

**A RESOLUTION APPROVING A CONTRACT WITH
SCHROEDER & SCHROEDER, INC., FOR
SIDEWALK AND CURB REPLACEMENT 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for the procurement of the repair and replacement of certain sidewalks and curbs (“*Work*”) located within the Village; and

WHEREAS, the Village and the Villages of Glencoe, Kenilworth, Lincolnwood, and Wilmette (collectively, the “*Municipalities*”) jointly requested bids for performance of the Work within the Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received one bid for the Work and opened the bid on April 19, 2016; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Schroeder & Schroeder, 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 within the Village’s corporate boundaries in an amount not to exceed \$85,156.00 (“*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.

May 17, 2016

R-32-2016

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.

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 17th day of May, 2016, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

CONTRACT

THIS CONTRACT entered May 17th, 2016 between THE VILLAGE OF WINNETKA, ILLINOIS, and Schroeder & Schroeder, Inc. (Contractor) WITNESSETH:

In consideration of the mutual agreements herein contained, the parties agree as follows:

- A. The Contractor agrees to furnish all of the labor, material, tools and apparatus needed to perform the Work described in the Joint Bid for the Villages of Glencoe, Kenilworth, Lincolnwood, Wilmette and Winnetka, "2016 Sidewalk and Curb Replacement Program".
- B. The Village agrees to pay the Contractor for the Contractor's performance according to the Payment Schedule set forth in the Specifications.
- C. This Contract consists of all of the Contract Documents including all attachments and exhibits to these Specifications, Proposal & Contract Documents for "2016 Sidewalk and Curb Replacement Program", which attachments and exhibits are made a part hereof by reference
- D. The Contractor agrees to furnish all required bonds and insurance certificates within fourteen (14) days after receiving this executed contract.

IN WITNESS WHEREOF, the parties have signed this Contract _____, 20 ____.

VILLAGE OF WINNETKA, ILLINOIS (VILLAGE)

BY _____ (Village President)

ATTEST _____ (Clerk)

IF CORPORATION

(_____ (Contractor)

(

(BY _____ (President)

(

(ATTEST _____ (Secretary)

IF PARTNERSHIP

(_____ (Contractor)

(

(_____ (Contractor)

(Partners doing business under the firm name of:

(

(_____

IF INDIVIDUAL

(_____ (Contractor)

Village of Glencoe
Village of Kenilworth
Village of Lincolnwood
Village of Wilmette
Village of Winnetka

BID PACKAGE

INSTRUCTIONS AND FORM OF PROPOSAL

for the

2016 Sidewalk and Curb Replacement Program

TABLE OF CONTENTS

	<u>Page</u>
1. Invitation for Bidder's Proposals.....	1 - 2
2. General Instructions to Bidders	3 - 9
3. Bidder's Proposal	10 - 14
4. Bidder's Sworn Acknowledgement.....	15 - 16
5. Bidder's Sworn Work History Statement.....	17 - 18
6. Sample Performance Bond and Labor & Material Bond Forms (for Bidding Agency)	19 - 20
7. Payment Bond.....	21 - 22
 Attachment A: Specifications	 23
Attachment B: Quantity Breakdown by Owner	24

Andrew Letson
Assistant to the Public Works Director
Village of Lincolnwood

March 28, 2016

INVITATION

VILLAGES OF GLENCOE, KENILWORTH,
LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

INVITATION FOR BIDDER'S PROPOSALS

OWNERS: Village of Glencoe
Village of Kenilworth
Village of Lincolnwood
Village of Wilmette
Village of Winnetka (collectively, the "*Owners*")

BIDDING AGENCY: Village of Lincolnwood ("*Bidding Agency*")
Public Works Department
7001 N. Lawndale Avenue
Lincolnwood, Illinois 60712
Attn: Ashley Engelmann, Public Works Director

1. Invitation to Bid

Owners invite sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as removal and/or replacement of concrete sidewalks, curbs, and other similar improvements at various locations within each of the Owner's corporate boundaries, as depicted in the Specifications attached to this Bid Package as Attachment A.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Sample Performance Bond and Labor & Material Bond Forms (for Bidding Agency);
- (8) Contract samples from each of the eight Owners, including all of the respective Attachments and Appendices, if any (each a "*Contract*");
- (9) Specifications (as Attachment A); and
- (10) Quantity Breakdown by Owner (as Attachment B).

INVITATION

4. **Inspection and Examination**

The Bid Package may be examined, and a copy of the Bid Package may be obtained without fee, at the office of Bidding Agency as listed above. Persons may request documents to be sent by mail, or via e-mail, by contacting Andrew Letson at alletson@lwd.org. In making copies of the Bid Package available to prospective Bidders, Owners do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owners will receive sealed Bidder's Proposals for the Work until **1:00 p.m.**, local time, **Tuesday, April 19, 2016**, at the Village of Lincolnwood Council Chambers, Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by five security deposits, each in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation or (2) a Bid Bond in the form included in the Bid Package from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide. The security deposits shall be in the amount based on the table below for the Owner to which the deposit applies, and shall be payable without condition to that Owner. Separate security deposits should be provided for each Owner. **The Village of Lincolnwood will only accept a cashier's check or certified check, bid bonds will not be accepted. The Village of Wilmette will only accept a bid bond.**

Contract Bid Security Amounts

Total Bid Amount		Security Amount
From	Thru	
\$ 0	\$ 10,000	0 %
\$ 10, 001	\$ 50,000	10.0 %
\$ 50, 001	\$ 100,000	5.0 %
\$ 100, 001	\$ 5,000,000	3.0 %

B. **Performance and Payment Bonds.** The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of each Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, each respective Owner for the applicable Contract, from a surety company meeting the requirements set forth above. The Village of Glencoe will accept a combined Performance and Payment Bond.

INVITATION

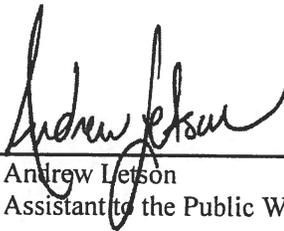
C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by each Contract upon award.

7. **Special Instructions - Pre-Qualification**

Bidders must include with their Proposals proof of pre-qualification by the Illinois Department of Transportation ("**IDOT**") in accordance with Section 122 of IDOT's Standard Specifications for Road and Bridge Construction.

Dated this 28th day of March, 2018.

VILLAGE OF LINCOLNWOOD



By: _____
Andrew Letson
Assistant to the Public Works Director

VILLAGES OF GLENCOE, KENILWORTH,
LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Interpretation of Documents Included in Bid Package	4
2. Calculation of Unit Price Proposals	4
3. Prevailing Wages	5
4. Taxes and Benefits	5
5. Permits and Licenses.....	5
6. Preparation of Bidder's Proposal.....	5
7. Signature Requirements	6
8. Bid Security	6
9. Submission of Bidder's Proposals.....	7
10. Withdrawal of Bidder's Proposals.....	7
11. Qualification of Bidders.....	7
12. Disqualification of Bidders	8
13. Award of Contract.....	8
14. Notice of Award; Effective Date of Award	8
15. Closing of Contract.....	9
16. Failure to Close.....	9
17. Special Instructions - Pre-Qualification.....	9

INSTRUCTIONS

VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD, WILMETTE, AND WINNETKA CONTRACTS FOR THE 2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in each Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owners. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by any Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owners assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Bidding Agency ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owners on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Bidding Agency a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owners shall use their best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owners' estimate only for Owners' convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities

INSTRUCTIONS

of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Bidding Agency's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contracts.

4. Taxes and Benefits

Owners are exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owners will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owners for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owners and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in **ink**. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owners for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owners.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security.

INSTRUCTIONS

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owners or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owners may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owners, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7.A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check or Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that: (1) Bidder will submit all additional information requested by Owners; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute each Contract, the Contractor's Certification, and all other required documentation related to the Contract. **The Village of Lincolnwood will only accept a Cashier's Check or Certified Check, Bid Bonds will not be accepted. The Village of Wilmette will only accept a bid bond.**

B. Return of Bid Security. Bidding Agency will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of each Contract by the applicable Owner.

INSTRUCTIONS

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owners, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owners will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that the affected Owner or Owners shall have the right, at their option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security for the affected Owner or Owners, or to exercise any and all equitable remedies they may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Bidding Agency prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owners for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60-day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Bidding Agency after said 60-day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until each Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until all Owners affirmatively and in writing reject such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owners intend to award the Contracts only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owners reserve the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owners' prior experience with the Bidders, Owners' knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owners that Bidders are adequately prepared to fulfill the Contract, and

INSTRUCTIONS

all other relevant facts or matters mentioned in the Bid Package or that Owners may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with any Owner or in the payment of monies due any Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owners reserve the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of Owners and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owners' opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contracts have been executed* by each Owner and the successful Bidder or until Owners affirmatively and in writing reject such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owners may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owners to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If a Contract is awarded by an Owner, such award shall be effective when a Notice of Award has been delivered to the successful Bidder ("*Effective Date of Award*"). The awarding Owner will prepare copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder. Each Owner shall award a separate Contract.

INSTRUCTIONS

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing, and the Contract and *all related documents* shall be executed, submitted and exchanged by the awarding Owner and Bidder ("**Closing**") on *the tenth day* following the Effective Date of Award or within such extended period as the awarding Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("**Closing Date**").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to the awarding Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Contract with that Owner ("**Conditions Precedent to Closing**").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, the awarding Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will an Owner execute the Contract until any and all such deficiencies have been cured or the awarding Owner has received adequate assurances, as determined by that Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the awarding Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to the awarding Owner have been received, the awarding Owner shall execute all copies of the Contract, retain two copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, the subject Owner may accept, and award a Contract based on, any other Bidder's Proposal as the subject Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Special Instructions - Pre-Qualification

Bidders must include with their Proposals proof of pre-qualification by the Illinois Department of Transportation ("**IDOT**") in accordance with Section 122 of IDOT's Standard Specifications for Road and Bridge Construction.

PROPOSAL

VILLAGES OF GLENCOE, KENILWORTH,
LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM

BIDDER'S PROPOSAL

Bids to be opened at 1:00 p.m. on Tuesday, April 19, 2016 at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder Schroeder and Schroeder, Inc. ("Bidder")

Office Address 7306 Central Park, Skokie, IL 60076

City, State _____

Zip _____

Contact Person Chris Schroeder Telephone 847-933-0526

Email schroederconcrete@yahoo.com Fax 847-933-0528

TO: Village of Glencoe
Village of Kenilworth
Village of Lincolnwood
Village of Wilmette
Village of Winnetka (collectively, the "Owners")

CARE OF: Village of Lincolnwood ("Bidding Agency")
Public Works Department
7001 N. Lawndale Avenue
Lincolnwood, Illinois 60712
Attn: Andrew Letson , Assistant to the Public Works Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder's Proposal ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with each Owner individually, in the form of the applicable Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to provide perform concrete sidewalk and curb repair and replacement work, in accordance with the Specifications attached to this Bid Package; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and

PROPOSAL

policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of each respective Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in each Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Bidder understands and agrees will be made a part of the Contract:

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

SCHEDULE OF PRICES

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	HMA Driveway Pavement Removal	SY	70	5 ⁰⁰	350 ⁰⁰
2	HMA Driveway Pavement Replacement	SY	70	40 ⁰⁰	2800 ⁰⁰
3	P.C.C. Driveway Pavement Removal (6")	SY	312	6 ⁰⁰	1872 ⁰⁰
4	P.C.C. Driveway Pavement Replacement (6")	SY	312	48 ⁰⁰	14976 ⁰⁰
5	P.C.C. Sidewalk Removal (5-6")	SF	53,000	.50	26500 ⁰⁰
6	P.C.C. Sidewalk Replacement (5-6")	SF	53,000	5 ⁰⁰	265000 ⁰⁰
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	3,200	18 ⁰⁰	57600 ⁰⁰
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	50	35 ⁰⁰	1750 ⁰⁰
9	Detectable Warnings (Fiberglass)	EA	20	125 ⁰⁰	2500 ⁰⁰
10	Detectable Warnings (Neenah Plate)	SF	48	37 ⁰⁰	1776 ⁰⁰

PROPOSAL

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
11	Detectable Warning (Installation Only)	EA	6	50 ⁰⁰	300 ⁰⁰
12	Tree Grate Installation	EA	2	500 ⁰⁰	1000 ⁰⁰
13	New P.C.C. Sidewalk Placement (5-6")	SF	600	8 ⁰⁰	4800 ⁰⁰
14	Sodding	SY	20	35 ⁰⁰	700 ⁰⁰
15	Remove and Reset Brick Pavers (Along Curbs)	SF	200	12 ⁰⁰	2400 ⁰⁰
16	Stamped Integrally Colored P.C.C. (5"-6")	SF	200	18 ⁰⁰	3600 ⁰⁰

TOTAL COMBINED PRICE:

THREE HUNDRED EIGHTY SEVEN THOUSAND NINE HUNDRED TWENTY FOUR Dollars and 00 Cents
(in writing) (in writing)

387,924 Dollars and 00 Cents
(in figures) (in figures)

ESTIMATED QUANTITY BY MUNICIPALITY

Item No.	Item Description	Unit	Glencoe	Kenilworth	Lincolnwood	Wilmette	Winnetka
1	HMA Driveway Pavement Removal	SY	0	0	0	70	0
2	HMA Driveway Pavement Replacement	SY	0	0	0	70	0
3	P.C.C. Driveway Pavement Removal (6")	SY	150	0	0	42	120
4	P.C.C. Driveway Pavement Replacement (6")	SY	150	0	0	42	120
5	P.C.C. Sidewalk Removal (5-6")	SF	13,000	5,000	13,600	8,400	13,000
6	P.C.C. Sidewalk Replacement (5-6")	SF	13,000	5,000	13,600	8,400	13,000
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	200	0	800	2,000	200
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	50	0	0	0	0

PROPOSAL

Item No.	Item Description	Unit	Glencoe	Kenilworth	Lincolnwood	Wilmette	Winnetka
9	Detectable Warnings (Fiberglass)	EA	0	5	3	12	0
10	Detectable Warnings (Neenah Plate)	SF	0	0	0	0	48
11	Detectable Warnings (Installation Only)	EA	6	0	0	0	0
12	Tree Grate Installation	EA	0	0	0	0	2
13	New P.C.C. Sidewalk Placement (5'-6")	SF	500	0	0	0	100
14	Sodding	SY	0	0	0	20	0
15	Remove and Reset Brick Pavers (Along Curbs)	SF	0	0	0	200	0
16	Stamped Integrally Colored P.C.C. (5"-6")	SF	0	0	0	200	0

Each municipality estimates one mobilization.

BIDDER MUST ATTACH PROOF OF PRE-QUALIFICATION AS REQUIRED BY SECTION 17 OF THE GENERAL INSTRUCTIONS TO BIDDERS.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in each Contract;
2. Owners are not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "**Commencement Date**" set forth in each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "**Completion Date**" set forth in each Contract, but in no event later than October 31, 2016 under any Contract, upon which date the Contract shall expire.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owners or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owners, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owners that Bidder is adequately prepared to fulfill the Contract.

D. **Owners' Reliance.** Bidder acknowledges that Owners are relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that such Owner will sustain by reason of any such failure and, for such reason, the affected Owner or Owners shall have the right, at their option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security applicable to the affected Owner or Owners or to exercise any and all equitable remedies they may have against Bidder.

8. **Owner's Rights**

PROPOSAL

Bidder acknowledges and agrees that Owners reserve the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

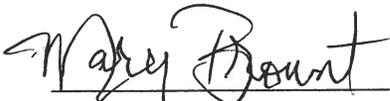
9. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 19th day of April, 2016

ATTEST:

BIDDER

By: 

By: 

Print Name: Mary Brount

Print Name: Chris Schroeder

Title: Witness

Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

**VILLAGES OF GLENCOE, KENILWORTH,
LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM**

BIDDER'S SWORN ACKNOWLEDGEMENT

Chris Schroeder [NAME OF DEPONENT] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

The Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Schroeder and Schroeder, Inc..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Chris Schroeder</u>	<u>7306 Central Park, Skokie, IL 60076</u>
Vice President	<u>Ignacio Torres</u>	<u>7306 Central Park, Skokie, IL 60076</u>
Secretary	<u>Rita Rubin</u>	<u>7306 Central Park, Skokie, IL 60076</u>
Treasurer	<u>Joseph V. Vrabel</u>	<u>7306 Central Park, Skokie, IL 60076</u>

2. **Partnership**

The Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

ACKNOWLEDGEMENT

3. **Individual**

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:
_____ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

The Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 19th day of April, 2016

ATTEST:

BIDDER

By: *Mary Hunt*
Title: Witness

By: *Chris Edwards*
Title: President

Subscribed and Sworn to

My Commission Expires: 10-22-18

Before me this 19th day of April, 2016

Rita Rubin
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

WORK HISTORY

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
IDOT		5376	4-30-16
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Village of Lincolnwood	Village of Glencoe	Village of Schaumburg
Owner Address	7001 N. Lawndale Lincolnwood, IL 60712	675 Village Court Glencoe, IL 60022	101 Schaumburg Court Schaumburg, IL 60193
Reference	Andrew Letson	Christine Van Dornick	Scott Moran
Telephone Number	847-745-4851	847-835-4111	847-923-6648
Type of Work	PCC sidewalk, curb & gutter, driveway, pavement	PCC sidewalk, curb & gutter, driveway, pavement	PCC sidewalk, curb & gutter, driveway, pavement
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	105,000.00	95,000.00	1,438,969.00
Date Completed	October 2015	November 2015	November 2015

DATED this 19th day of April, 2016

ATTEST:

By: *Mary Bount*
Title: Witness

BIDDER

By: *Rita Rubin*
Title: President

Subscribed and Sworn to
Before me this 19th day
of April, 2016

My Commission Expires: 10-22-18

Rita Rubin
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 5376

Schroeder and Schroeder, Inc.
7306 Central Park Skokie, IL 60076

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$21,736,000.00

001	EARTHWORK	\$325,000
017	CONCRETE CONSTRUCTION	\$14,850,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/23/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/23/2015.

Interim Engineer of Construction

PERFORMANCE BOND

VILLAGE OF LINCOLNWOOD

[TITLE OF CONTRACT]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Oblige, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars (***[/CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Between Village of Lincolnwood and ***[CONTRACTOR'S NAME]*** for the 2016 Sidewalk and Curb Replacement Program" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the performance of concrete sidewalk and curb repair and replacement work, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs,

PERFORMANCE BOND

executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 2016.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: *[TITLE OF CONTRACTOR'S EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

VILLAGE OF LINCOLNWOOD

[TITLE OF CONTRACT]

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that *[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]*, as Principal, hereinafter called Contractor, and *[FULL NAME AND ADDRESS OF SURETY]*, as Surety, a corporation organized and existing under the laws of the State of *[INCORPORATION]*, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of *[CONTRACT PRICE]* Dollars (*[\$CONTRACT PRICE]*), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *[DATE OF CONTRACT AGREEMENT]*, with Owner entitled "Contract Between Village of Lincolnwood and *[CONTRACTOR'S NAME]* for the 2016 Sidewalk and Curb Replacement Program" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the performance of concrete sidewalk and curb repair and replacement work, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for

such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 2016.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

*[NAME OF CONTRACTOR'S
EXECUTING OFFICER]*

Title: _____

Title: *[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

#35212151_v1

ATTACHMENT A
SPECIFICATIONS

1. SCOPE OF WORK

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of removal and/or replacement of concrete driveways, street patches, curb, gutter, sidewalk and patios, installation of ADA detectable warnings, traffic control, tree grates, raised reflective pavement markers, and structure (valve vault, manholes, inlets and catch basins) adjustment or reconstruction at various locations within the Municipalities.

2. CONTRACTOR SUBMITTALS

2.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS of the "State of Illinois, Standard Specifications for Road and Bridge Construction" (January 1, 2012 Edition), hereinafter referred to as the "Standard Specifications".

2.2 Prior to beginning work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

2.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES

Each Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

4. TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the

work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. Cost of pruning is incidental to the contract. The Contractor shall not remove existing trees without prior approval of the Public Works Director (or his/her designee).

Mobilization

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

Traffic Control and Protection

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

**HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901
DISTRICT ONE DETAILS: Traffic Control and Protection for Side
Roads, Intersections, and Driveways.**

**RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS:
Work Zone Traffic Control Surveillance, Flaggers in Work Zones.**

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever

there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

HMA DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee). Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard of HMA DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

HMA DRIVEWAY PAVEMENT REPLACEMENT

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, up to 6" thick granular sub base as required, shaping and compaction placement and compaction of the bituminous material as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HMA DRIVEWAY PAVEMENT REPLACEMENT, which price shall be payment in full for HMA DRIVEWAY PAVEMENT REPLACEMENT.

DRIVEWAY PAVEMENT REMOVAL (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square

yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6", which price shall be payment in full for removal and disposal of existing materials and excavation.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

DRIVEWAY PAVEMENT REPLACEMENT (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REPLACEMENT 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, and restoration of adjacent areas.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

P.C.C. SIDEWALK REMOVAL (5"-6")

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will

be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. Sidewalk Removal (5"-6"), which includes, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

P.C.C. SIDEWALK REPLACEMENT (5"-6")

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the

driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REPLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT
(M3.12, B6.12, B6.18)

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of existing B6.24 curb and gutter. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous

sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

DETECTABLE WARNINGS

Detectable warnings (fiberglass) shall consist of pre-stamped fiberglass reinforced plastic panels as manufactured by Access Tile (cast in place replaceable) or approved equal (2' x 5' typical). Any ramp panel substitutions must be submitted in writing to the ENGINEER for approval.

Colors:

Kenilworth – Colonial Red (No. 20109)

Lincolnwood – Brick Red (No. 22144)

Wilmette – Yellow (No. 33538)

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS (FIBERGLASS).

Detectable warnings (Neenah plate) shall be Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2 ft. x 2 ft. square plates. All concrete sidewalk accessibility ramps at those locations shown on the plans or as directed by the ENGINEER shall be constructed with Detectable Warnings, in accordance with the Americans with Disabilities Act (ADA) standards, and section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6" perimeter of the ramp untextured, plain concrete. The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. Placement, finish and curing shall conform to the above noted specifications, and as directed by the ENGINEER.

Basis of Payment: This work shall be paid for at the contract unit price per square

foot for DETECTABLE WARNINGS (NEENAH PLATE).

Detectable Warnings (Installation Only)

The OWNER will provide the CONTRACTOR with fiberglass detectable warning plates. The CONTRACTOR will be responsible for installation.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS (INSTALLATION).

TREE GRATE INSTALLATION

This item shall consist of forming and pouring, in place, the concrete frame suitable for the installation of Neenah Foundry Tree Grate R 8500. The Contractor shall carefully excavate so as to minimize damage to the surrounding public area. All work shall be in accordance with the attached detail (Attachment C). The concrete frame shall be a minimum 6 inches thick, and 12 inches in depth formed and finished to allow for the installation of the tree grate. The Contractor shall obtain from the Village of Winnetka, and install the tree grates at locations designated by the Village of Winnetka.

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

PROTECTIVE COAT

This work shall be done in accordance with Section 420 of the Standard Specifications except as modified herein.

Protective Coat shall be Cure & Seal 1315EF manufactured by Dayton Superior or approved equal and shall be applied in accordance with the manufacturer's recommendations.

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal shall be applied after the first coat has dried or as determined by the Public Work Director (or his/her designee).

Protective Coat will not be paid for separately, but will be included in the items for which this work applies.

NEW P.C.C. SIDEWALK PLACEMENT (5-6")

This item is for the construction of 5 or 6 inches of Portland Cement Concrete sidewalk and accessibility ramps including excavation and preparation of the subgrade. The subgrade shall be tamped or rolled until thoroughly compacted

and at the proper line and grade. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor is responsible for protection of existing sidewalk and structures. If the Contractor damages the existing sidewalk during the placement of new sidewalk, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of any existing sidewalk which it ties in to, whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the

utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for NEW P.C.C. SIDEWALK PLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

SODDING

This work shall be done in accordance with the Standard Specifications including ground surface preparation, placement and watering of sod. Payment will be made according to the contract unit price per square yard for SODDING.

STAMPED, INTEGRALLY COLORED, PORTLAND CEMENT CONCRETE (5"-6")

Description: This work shall consist of removing sidewalk brick pavers with sand bedding and replacing with Portland cement stamped concrete with integral color on 2" CA-6 aggregate base and shall be performed in accordance with Section 311 and 424 of the STANDARD SPECIFICATIONS with the following alterations:

Construction Requirements: The stamped pattern shall be a Pennsylvania Avenue Soldier Course (Butterfield Color, Inc., template BST6805) with corresponding Soldier Curve (BST6630) for radii OR approved equal. The color of the concrete mix shall be "Plum" (S-29) from the Super Stone Integral Colors Pigmented Concrete Admixture Color Chart No. S-12.08 with "Brownstone" release color, OR an approved equal. Follow the manufacturer's recommendation for sealant and integral color concrete application. The color and pattern shall be approved by the Village or Engineer prior to construction.

As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application per the integral color manufacturer's recommendation.

The thickness of the new integrally colored concrete sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk, whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for STAMPED, INTEGRALLY COLORED, PORTLAND CEMENT CONCRETE (5"-6"). The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place the contractor intends to work.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

It is the responsibility of the contractor to protect adjacent sidewalk, landscaping and property from damage, including protection against staining due to the pigment. Any damage done to adjacent sidewalks or property will be replaced by Contractor as an incidental item. In addition, the Contractor shall be responsible to provide personnel to protect all work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule work so that the concrete placed takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Basis of Payment: This work will be paid for at the contract unit price per square foot in place for STAMPED, INTEGRALLY COLORED, PORTLAND CEMENT CONCRETE (5"-6"), which includes all labor, equipment and materials to complete the above work, including but not limited to, expansion and contraction joints, integral color, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, sealant application, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

REMOVE AND RESET BRICK PAVERS (ALONG CURBS AND SIDEWALK / CURB RAMPS), SPECIAL

This work shall consist of removing existing bricks in streets at various locations determined by the ENGINEER; removal of the existing deteriorated stone base to a depth of four (4) inches, placement of a new three (3) inch CA-6 base, a one (1) inch sand layer and replacement of the bricks.

The pattern and grade of the brick pavers shall be identical to the pre-existing condition of the street, driveway, or sidewalk, prior to construction and with a minimum of 4-inch along the curb. Any lost or damaged brick pavers shall be replaced and paid for by the CONTRACTOR. The ENGINEER shall inspect the brick pavers prior to installation. If a shortfall of brick pavers for the street is encountered, the CONTRACTOR shall transport from the VILLAGE yard and install any additional required brick pavers to complete the limits as noted on the plans. The additional brick pavers shall be furnished by the VILLAGE. No additional compensation will be made for transporting and installing additional brick pavers required.

Bedding Sand: The sand setting bed shall be 1" deep and shall conform to FA-2. Sand shall be clean, well graded, and free from salts or other foreign matter. Sand shall not contain shale, stone dust, screenings, or lightweight aggregates.

Joint Sand: Joint sand shall be clean, well graded, and free from salts or other foreign matter. Sand shall not contain shale, stone dust screenings, or lightweight aggregates. Joint sand gradation shall comply with ASTM 0-144 or ASTM C 33.

Joint Sand Stabilizer: Joint sand stabilizer shall be SandLOCK Additive as manufactured by:

SandLock, L.L.C.
P0 Box 746
Prior Lake, MN 55372
Phone: 952-226-6833
wwwsandlock.net

or approved equal. Sand stabilizer shall be either hand or mechanically mixed with the dry joint sand at a rate of 3 to 4 pounds of SandLock per 100 pounds of dry joint sand. Once mixed, the material must remain dry prior to application.

Geotechnical Fabric: Geotechnical fabric shall be installed along the curbs and other concrete structures a minimum of 2' width. This item of work shall comply with the applicable portions of Sections 210 of the Standard Specifications and Article/Section 1080.02.

Basis of Payment: This work will be paid for at the contract unit price per square foot for REMOVE AND RESET BRICK PAVERS (ALONG CURBS AND SIDEWALK / CURB RAMPS), SPECIAL, which price shall include removing, cleaning, stacking, transporting and installing the brick pavers, transporting and installing additional brick pavers if required. The also includes the removal and

disposal of surplus, unstable, unsuitable, and organic and installing the base material and bedding sand, joint sand, joint sand stabilizer, geotechnical fabric, equipment and materials necessary to complete the as specified herein.

5. **SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works / Engineering Director (or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works / Engineering Director (or his/her designee).

All work shall be completed prior to October 31, 2016 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

Village of Wilmette: All sidewalk work shall not start before June 13, 2016 and shall be complete on or before August 19, 2016.

6. **PERMITS**

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

7. **CONCRETE TESTING**

All materials incorporated in this Contract are to be inspected according to the non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at:
<http://www.dot.state.il.us/materials/projectproceduresguide.html>

ATTACHMENT B
INSURANCE REQUIREMENTS

Village of Glencoe
Insurance Requirements

Insurance Coverages:

If this proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Proposal. Such policies shall be inform, and from companies, acceptable to the Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits sand shall not be construed in any way as a limitation on the Bidder's duty to carry adequate insurance or on the Bidder's liability for losses or damages under this Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Worker's Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident/injury
 \$500,000 ea. employee disease
 \$500,000 disease policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage to be written on an "occurrence" basis

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- “X,” “C,” and “U”
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Village of Kenilworth Insurance Requirements

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- c. Workers Compensation and Employers' Liability, in amounts required by statute;
- d. Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,
- e. Umbrella Coverage, \$2,000,000 per occurrence.

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

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

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

**Village of Lincolnwood
Insurance Requirements**

Insurance Coverage:

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$300,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
 - \$500,000 per person
 - \$1,000,000 per occurrence
- (3) Property Damage:
 - \$1,000,000 per occurrence, and
 - \$2,000,000 aggregate.
- (4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

**Village of Wilmette
Insurance Requirements**

CONTRACTOR'S INSURANCE REQUIREMENTS

1. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.
2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:
 - a. Comprehensive General Liability, with the Village as an additional insured, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
 - b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
 - c. Workers Compensation and Employers' Liability, in amounts required by statute;
 - d. Owners and Contractor's Protective Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage, with the Village as named insured; and,
 - e. Umbrella Coverage, \$2,000,000 per occurrence.
3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.
4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

**Village of Winnetka
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.

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		

ATTACHMENT C

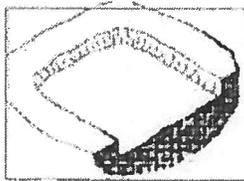
TREE GRATE INSTALLATION DETAIL

TREE GRATE INSTALLATION PROCEDURES

Neenah's tree grate frames are designed to make the installation job easy and accurate. Our frames can be incorporated into your forms in just minutes. The seat of the frame should be cleaned prior to setting the grate. Grate halves are to be bolted together on the underside using the bolt slots provided.

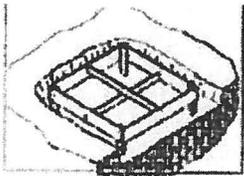
FOR POURED CONCRETE INSTALLATIONS

Neenah tree grates and R-8500 Type U frames



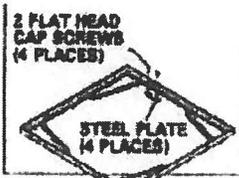
STEP 1

Excavate tree pit.



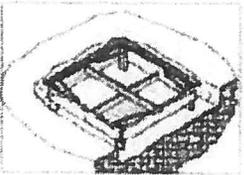
STEP 2

Place wood frame within excavation. Set at proper grade. Make form outside dimension 45.75" x 45.75" for 48" x 48" grate, 57.75" x 57.75" for 60" x 60" grate or 69.75" x 69.75" for 72" x 72" grate.



STEP 3

Assemble the R-8500 Type U tree grate frame using the hardware provided. Make sure to tighten the countersunk flathead screws so they are flush or below the bearing surface of the frame.

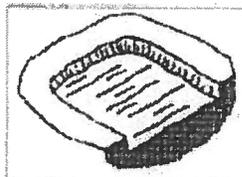


STEP 4

Place frame on wood form. Place both tree grate halves within the frame.

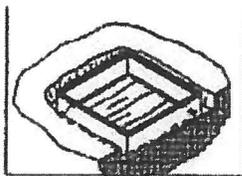
FOR PAVING BLOCK INSTALLATIONS

Neenah tree grates and R-8500 Type P frames



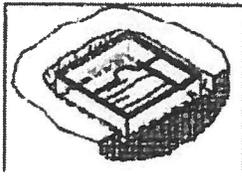
STEP 1

Excavate tree pit.



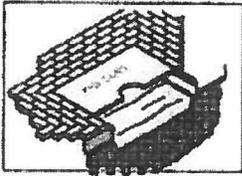
STEP 2

Place assembly within excavation. Set at proper grade.



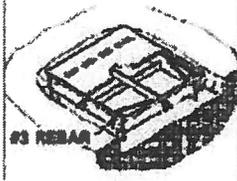
STEP 3

Place both tree grate halves within the frame.



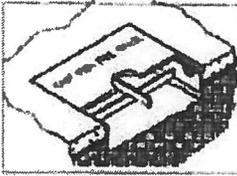
STEP 4

Place setting bed and pavers plant tree.



STEP 5

IMPORTANT: Wire grates, frames and form together. Check and adjust frame alignment and elevation if needed. Install #3 rebar through lugs on frame and support as required. Ensure there is a 1875" spacing between vertical faces of the frame and grate.



STEP 6

Pour and finish concrete. Do not remove tree grate or trim alignment wires until concrete has set up.

NOTE: Failure to follow these forming procedures could result in an unsatisfactory installation.

If you have any questions regarding installation or if you must deviate from the above instructions, contact the Neenah Product Engineering Department.

Additional detailed installation information is available from your Neenah sales representative.

APPENDIX 1: PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-1849

A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES IN THE VILLAGE OF LINCOLNWOOD

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

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2015, a copy of that determination being attached hereto and incorporated herein by reference as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's May 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of May, 2015.

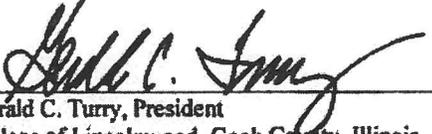
AYES: Trustees Bass, Patel, Cope, Elster, Spino, Klatzco

NAYS: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 5th day of May, 2015.



Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
5th day of May, 2015



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____,
hereinafter called Surety, are held and firmly bound unto Village of _____,
as Obligee, hereinafter called Owner, in the full and just sum of _____ Dollars
(\$ _____), for the payment of which sum of money well and truly to be made, Bidder and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated _____, to Owner entitled
" _____ " (the "Proposal"), the terms and conditions of which
are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit
all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1)
timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the
Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other
required documentation related to the Contract, and (3) in all other respects, perform the agreement created by
Owner's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force
and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no
way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety
does hereby waive notice of any such extension. Owner shall have no obligation to actually incur any expense or
correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond. No right of
action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs,
executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 201__.

Attest/Witness: PRINCIPAL
By: _____ By: _____
Title: _____ Title: _____

Attest/Witness: SURETY
By: _____ By: _____
Title: _____ Title: _____



353 North Clark Street, Chicago, Illinois 60654
312.595.6200 • www.mesirowfinancial.com

April 19, 2016

Village of Lincolnwood
Attn: Ashley Engelmann, Public Works Director
Public Works Department
7001 N Lawndale Avenue
Lincolnwood, IL 60712

RE: Schroeder & Schroeder, Inc.
Insurance Letter
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM
for Villages of Glencoe, Kenilworth, Lincolnwood,
Wilmette, and Winnetka

To Whom It May Concern:

I do hereby acknowledge that a compliant certificate of insurance will be issued on behalf of our client, Schroeder & Schroeder, Inc., if awarded the 2016 Sidewalk and Curb Replacement Program.

Sincerely,

Holley L. Mouser

Holley L Mouser
Account Manager
Direct Line: 312-595-8190
Email: hmouser@mesirowfinancial.com



Liberty Mutual Surety

April 19, 2016

Village of Lincolnwood
Attn: Ashley Engelmann, Public Works Director
Public Works Department
7001 N Lawndale Avenue
Lincolnwood, IL 60712

RE: Schroeder & Schroeder, Inc.
2016 SIDEWALK AND CURB REPLACEMENT PROGRAM
for Villages of Glencoe, Kenilworth, Lincolnwood, Wilmette, and Winnetka

To Whom It May Concern:

Please be advised that Schroeder & Schroeder, Inc. is provided surety bonding by The Ohio Casualty Insurance Company. They are licensed to do business in the State of Illinois and have a Treasury listing as of 7/1/2015 of \$143,041,000. A.M. Best has bestowed a financial strength rating of A (Excellent) XV to The Ohio Casualty Insurance Company.

Based on The Ohio Casualty Insurance Company's knowledge of Schroeder & Schroeder, Inc., their management capabilities, expertise and current financial position, Liberty Mutual Insurance Company has afforded them a \$3,000,000.00 single project size and a \$10,000,000.00 aggregate surety program.

As always, any specific commitment to The Ohio Casualty Insurance Company issuing a bond on the specified forms would be predicated upon the company continuing to comply with all basic surety underwriting standards and a satisfactory review of the contract terms, bond forms(s) and manner of owner financing.

Regards,

Josefina Rojo
Liberty Mutual Surety
Attorney in Fact

Member of Liberty Mutual Group

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7275146

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beatriz Polito; Douglas M. Schmude; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Rachel A. Mullen

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of Illinois
County of Cook

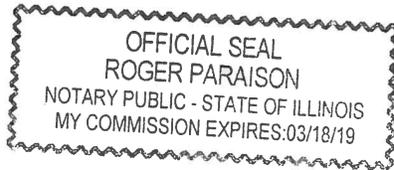
On this 19th day of April 2016, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
The Ohio Casualty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.

R3-P

(Notary Public)

(Seal)



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder & Schroeder, Inc.
7306 Central Park
Skokie, IL 60076

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2016 Sidewalk & Curb Replacement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of April, 2016.



(Witness)

Schroeder & Schroeder, Inc.

(Principal) (Seal)

By: 

(Title) Chris Schroeder President



(Witness) Rachel A. Mullen

The Ohio Casualty Insurance Company

(Surety) (Seal)

By: 

(Title) Josefina Rojo, Attorney-in-Fact

State of Illinois
County of Cook

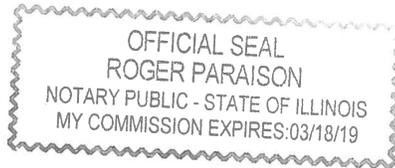
On this 19th day of April 2016, before me personally appeared
Josefina Rojo, known to me to be the Attorney-in-fact of
The Ohio Casualty Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.

R. P.

(Notary Public)

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7275135

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beatriz Polito; Douglas M. Schmude; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Rachel A. Mullen

all of the city of Chicago, state of IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of February, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Item No.	Item Description	Glencoe				Kenilworth				Lincolnwood				Wilmette				Winnetka			
				Schroeder and Schroeder				Schroeder and Schroeder				Schroeder and Schroeder				Schroeder and Schroeder				Schroeder and Schroeder	
		Unit	Qty	Unit Price	Extended Price	Unit	Qty	Unit Price	Extended Price	Unit	Qty	Unit Price	Extended Price	Unit	Qty	Unit Price	Extended Price	Unit	Qty	Unit Price	Extended Price
1	HMA Driveway Pavement Removal	SY	0	\$5.00	\$0.00	SY	0	\$5.00	\$0.00	SY	0	\$5.00	\$0.00	SY	70	\$5.00	\$350.00	SY	0	\$5.00	\$0.00
2	HMA Driveway Pavement Replacement	SY	0	\$40.00	\$0.00	SY	0	\$40.00	\$0.00	SY	0	\$40.00	\$0.00	SY	70	\$40.00	\$2,800.00	SY	0	\$40.00	\$0.00
3	P.C.C. Driveway Pavement Removal (6")	SY	150	\$6.00	\$900.00	SY	0	\$6.00	\$0.00	SY	0	\$6.00	\$0.00	SY	42	\$6.00	\$252.00	SY	120	\$6.00	\$720.00
4	P.C.C. Driveway Pavement Replacement (6")	SY	150	\$48.00	\$7,200.00	SY	0	\$48.00	\$0.00	SY	0	\$48.00	\$0.00	SY	42	\$48.00	\$2,016.00	SY	120	\$48.00	\$5,760.00
5	P.C.C. Sidewalk Removal (5-6")	SF	13,000	\$0.50	\$6,500.00	SF	5,000	\$0.50	\$2,500.00	SF	13,600	\$0.50	\$6,800.00	SF	8,400	\$0.50	\$4,200.00	SF	13,000	\$0.50	\$6,500.00
6	P.C.C. Sidewalk Replacement (5-6")	SF	13,000	\$5.00	\$65,000.00	SF	5,000	\$5.00	\$25,000.00	SF	13,600	\$5.00	\$68,000.00	SF	8,400	\$5.00	\$42,000.00	SF	13,000	\$5.00	\$65,000.00
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	200	\$18.00	\$3,600.00	LF	0	\$18.00	\$0.00	LF	800	\$18.00	\$14,400.00	LF	2000	\$18.00	\$36,000.00	LF	200	\$18.00	\$3,600.00
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	50	\$35.00	\$1,750.00	LF	0	\$35.00	\$0.00	LF	0	\$35.00	\$0.00	LF	0	\$35.00	\$0.00	LF	0	\$35.00	\$0.00
9	Detectable Warnings (Fiberglass)	EA	6	\$125.00	\$750.00	EA	5	\$125.00	\$625.00	EA	3	\$125.00	\$375.00	EA	12	\$125.00	\$1,500.00	EA	0	\$125.00	\$0.00
10	Detectable Warnings (Neeenah Plate)	SF	0	\$37.00	\$0.00	SF	0	\$37.00	\$0.00	SF	0	\$37.00	\$0.00	SF	0	\$37.00	\$0.00	SF	48	\$37.00	\$1,776.00
11	Detectable Warnings (Intsall Only)	EA	6	\$50.00	\$300.00	EA	0	\$50.00	\$0.00	EA	0	\$50.00	\$0.00	EA	0	\$50.00	\$0.00	EA	0	\$50.00	\$0.00
12	Tree Grate Installation	EA	0	\$500.00	\$0.00	EA	0	\$500.00	\$0.00	EA	0	\$500.00	\$0.00	EA	0	\$500.00	\$0.00	EA	2	\$500.00	\$1,000.00
13	New P.C.C. Sidewalk Placement (5-6")	SF	500	\$8.00	\$4,000.00	SF	0	\$8.00	\$0.00	SF	0	\$8.00	\$0.00	SF	0	\$8.00	\$0.00	SF	100	\$8.00	\$800.00
14	Sodding	SY	0	\$35.00	\$0.00	SY	0	\$35.00	\$0.00	SY	0	\$35.00	\$0.00	SY	20	\$35.00	\$700.00	SY	0	\$35.00	\$0.00
15	Remove and Reset Brick Pavers (Along Curbs)	SF	0	\$12.00	\$0.00	SF	0	\$12.00	\$0.00	SF	0	\$12.00	\$0.00	SF	200	\$12.00	\$2,400.00	SF	0	\$12.00	\$0.00
16	Stamped Integrally Colored P.C.C. (5"-6")	SF	0	\$18.00	\$0.00	SF	0	\$18.00	\$0.00	SF	0	\$18.00	\$0.00	SF	200	\$18.00	\$3,600.00	SF	0	\$18.00	\$0.00
	Total				\$90,000.00				\$28,125.00				\$89,575.00				\$95,818.00				\$85,156.00
	Bid Security (5%)				\$4,500.00				\$1,406.25				\$4,478.75				\$4,790.90				\$4,257.80



Agenda Item Executive Summary

Title: Resolution No. R-33-2016: Agreement for Tower Road Pond Landscaping Maintenance (Adoption)

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

Agenda Date: 05/17/2016

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:

Budgeted maintenance agreement between the Cook County Forest Preserve and the Village for pond stabilization improvements made as part of the 2015 Tower Road Stormwater Improvement Program.

Executive Summary:

As part of the Northwest Winnetka Stormwater improvement, the Cook County Forest Preserve has required that the Village restore and re-grade the east bank of the Cook County Forest Preserve pond, to reduce erosion potential on the bank, and to re-landscape District property by planting native plants to replace the turf grass currently being maintained by private property owners at that location. The Village released for bid the "FPCC South of Tower Road Pond Stabilization" on February 9, 2015 and awarded a contract to Kovilic Construction to perform the work. Improvements included pond stabilization, emergent/native vegetation planting, and site restoration of the existing pond south of Tower Road. This work was completed in the fall of 2015 and the warranty period for the contract ends shortly.

Staff sought recommendations from the Park District as well as proposals from other landscaping firms. Staff received only one proposal from Pizzo and Associates who was recommended by the Park District and currently performs similar maintenance agreements for the Cook County Forest Preserve. This agreement will be an ongoing five-year maintenance program as agreed to by the Village and the Forest Preserve as part of the Northwest Winnetka Storm water improvements. Staff believes that Pizzo & Associates will meet the Village's needs and ensure that the vegetation growth meets the Forest Preserves goal as well.

Recommendation:

Consider adopting Resolution No. R-33-2016 approving a contract with Pizzo & Associates, LTD for a five year professional landscaping maintenance agreement for pond stabilization as part of the FPCC South of Tower Road Pond Stabilization project for a total five-year price not to exceed \$34,260.

Attachments:

- Resolution No. R-33-2016
- Pizzo & Associates, Ltd. proposal for services
- Location Map

RESOLUTION NO. R-33-2016

**A RESOLUTION APPROVING A CONTRACT WITH
PIZZO & ASSOCIATES, LTD., 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has entered a License Agreement agreement ("**Agreement**") with the Cook County Forest Preserve District ("**District**"), pursuant to which the Village agreed to (i) install certain landscape improvements on District property in connection with construction of the northwest Winnetka stormwater improvement ("**Landscape Improvements**"), and (ii) maintain the Landscape Improvements for a period of five years ("**Landscape Maintenance Work**"); and

WHEREAS, the Village constructed the Landscape Improvements in accordance with the Agreement; and

WHEREAS, the Village has appropriated funds for the procurement of the Landscape Maintenance Work; and

WHEREAS, the Village requested proposals for performance of the Landscape Maintenance Work and received one proposal from Pizzo & Associates, Ltd. ("**Contractor**"); and

WHEREAS, Contractor has performed work similar to the Landscape Maintenance Work for the District to the District's satisfaction; and

WHEREAS, the Village Council desires to enter into a five-year contract with Contractor for the performance of the Landscape Maintenance Work in an amount not to exceed \$34,260.00 ("**Contract**"); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and 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 adopts the foregoing recitals as its findings, as if fully set forth herein.

May 17, 2016

R-33-2016

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Landscape Maintenance Work.

SECTION 3: APPROVAL OF CONTRACT. The Village Council 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..

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

ADOPTED this 17th day of May, 2016, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR
LANDSCAPE MAINTENANCE WORK

This CONTRACT FOR LANDSCAPE MAINTENANCE WORK (“**Contract**”) is dated as of the ___ day of _____, 2016 (“**Effective Date**”) and is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation (“**Village**”), and PIZZO & ASSOCIATES, LTD., an Illinois corporation (“**Contractor**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

Contractor warrants and represents that Contractor has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in bound set of documents, which are securely stapled to the end of this Contract.

1. **Work**

A. **Contract and Work.** Contractor must, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the “**Work**”:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the performance of landscape maintenance work at the east bank of the pond located to the southwest of the intersection of Tower Road and Heather Lane, within and owned by the Cook County Forest Preserve District (“**Work Site**”);
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** All Work must be fully provided, performed, and completed by Contractor in accordance with the provisions of this Contract and the proposal submitted by Contractor, titled “Stewardship Proposal,” and dated May 3, 2016, a copy of which is attached to and, by this reference, incorporated into this Contract as **Exhibit A (“Proposal”)**.

C. **Responsibility for Damage or Loss.** Contractor is responsible and liable for, and must promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village has the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract, and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price

Contractor will take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the annual lump sums set forth below ("*Schedule of Prices*"):

Year	Lump Sum
2016	\$5,460.00
2017	\$7,200.00
2018	\$7,200.00
2019	\$7,200.00
2020	\$7,200.00
TOTAL	\$34,260.00

In no event will the amount paid by the Village for the Work exceed the amount of the Total Contract Price set forth below.

TOTAL CONTRACT PRICE (in figures):

\$34,260.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and are not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

Contractor will invoice the Village for the Work in equal amounts on a monthly basis commencing in May and ending in November in the year 2016 and commencing in April and ending in November in the years 2017-2020. The Village will pay Contractor undisputed amounts within 45 days after receipt of the invoice.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment must include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor must commence the Work on May __, 2016, provided Contractor has furnished to the Village all bonds and all insurance certificates specified in this Contract ("*Commencement Date*"). Contractor must perform the Work diligently and continuously until November 31, 2020.

4. Financial Assurance

A. Bonds. Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Effective Date of this Contract.

B. Insurance. Contractor must provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Effective Date of this Contract. Such policies must be in form, and from companies, acceptable to the Village and must name the Village and the Cook County Forest Preserve District as additional insured as to Comprehensive Motor Vehicle Liability, Comprehensive General Liability, and Umbrella Liability. The insurance coverages and limits set forth below must be deemed to be minimum coverages and limits and must not be construed in any way as a

limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that must be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits must not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance must evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented must not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits must not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage must specifically include the indemnification set forth below.

4. Umbrella Liability

Limits must not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy must apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. Contractor must indemnify, save harmless, and defend the Village and the Cook County Forest Preserve District against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. Firm Prices

All prices and other terms stated in this Contract are firm and are not subject to withdrawal, escalation, or change.

6. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, must: (1) be of merchantable quality; (2) be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; (4) be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and (5) be performed with the degree of care and skill ordinarily exercised by reputable contractors performing landscape maintenance work similar to the Work under similar circumstances in the Chicago Metropolitan Region during the Time of Performance. The warranties expressed herein are in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty at any time within one year after final payment. The above warranty must be extended to automatically cover all repaired and replacement parts and labor provided or performed under such warranty, and Contractor's obligation to correct Work will be extended for a period of one year from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of

limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, must be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including any applicable prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor must have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Remedies. Each of the rights and remedies reserved to the Village in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to

days must be construed to refer to calendar days and time.

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village; nor any information or data supplied by the Village, whether before or after the Effective Date of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village may constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions must be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract will be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

G. Conflicts. In the event of a conflict between the provisions of this Contract and of the Proposal, this Contract controls.

H. Assignment. Neither this Contract, nor any interest herein, may be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

I. Governing Law. This Contract is governed by, and must be construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date noted above.

ATTEST: **VILLAGE OF WINNETKA**

By: _____
Village Clerk

By: _____
Village President

Date: _____

Date: _____

ATTEST: **PIZZO & ASSOCIATES, LTD.**

By: _____

By: _____

Title: _____

Its: _____

Date: _____

Date: _____

#46130737_v2

Exhibit A
PROPOSAL



Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
P.O. Box 98 • Leland, IL 60531
T 815.495.2300 • F 815.498.4406

STEWARDSHIP PROPOSAL

For: The Village of Winnetka

Project: 2016-2020 Tower Road Pond Shoreline Buffer Stewardship

This agreement, made and entered into Tuesday, May 03, 2016 shall be between The Village of Winnetka, hereinafter referred to as the Owner/Agent and Pizzo & Associates, Ltd., hereinafter referred to as Pizzo. Stewardship services shall consist of the following:

I. SERVICES

Pizzo agrees to perform the following services to restored natural areas, using properly trained and supervised personnel.

A. The services for the month of ***NOVEMBER*** through ***APRIL*** shall be per the following schedule:

1. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. The native plants will take advantage of the competitive release created by mowing, the timely application of herbicide or physical removal of the non-native plants.
2. Pizzo will collect the seeds of the native plants to disperse into the open areas during the growing season.

B. The services for the months of ***MAY*** through ***OCTOBER*** shall be per the following schedule:

1. Control invasive woody & herbaceous flora through cultural methods, physical removal or the application of appropriate herbicides. See paragraph A1.
2. We will collect the seed of the native plants to disperse into the open areas during the growing season.
3. Mow all restored areas, if necessary, to control invasive flora and allow light to the ground for new seedlings.
4. Plant supplemental native seed and/or plugs at Pizzo's discretion to increase native plant competition & biodiversity (this item may be paid for out of the "Labor" and/or "Herbicide" budget lines).

ESTIMATED STEWARDSHIP SCHEDULE*

Month	Herbicide	Brush Clearing	Mow	Collect & Disperse
April	X	X		
May	X	X	X	X
June	X		X	X
July	X		X	
August	X		X	
September	X		X	
October	X	X	X	X
November	X	X		X
December through March	X	X		X

*Because natural areas are dynamic systems that constantly change and adapt to current conditions, the stewardship schedule must be flexible as well to allow Pizzo to react to conditions on the ground. This schedule should be considered a guideline and may be varied from to react to current site conditions.

II. GENERAL INFORMATION

- A. Owner / Agent to provide a “Plat of Survey” for definitive location of project boundaries.
- B. Areas to be managed will be designated as per survey.
- C. Pizzo will provide minimum insurance coverage of \$1,000,000.00 for each of the following: General Liability, Umbrella and Prescription Fire. Please see Certificate of Insurance for details.
- D. Pizzo will keep a log of restoration activities performed during the contract period.
- E. Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical.
- F. Debris created during the day’s work shall be placed into burn piles on site to be removed by Pizzo.
- G. Landscape plantings in proximity of the burn unit(s) can suffer damage and shall not be covered by any warranty or insurance policy. The Owner/Agent/any association member shall hold Pizzo & Associates, Ltd. harmless for damages as a result of the prescribed burn in their natural area(s).
- H. Watering of trees, shrubs and perennials can be done as an additional item and will be performed as an addendum to this agreement at an additional charge.

III. COMPENSATION

The Owner/Agent will pay Pizzo for the aforementioned services, billed at the following rates:

Labor - Billed in even monthly installments (\$55.00 per man hour including travel time)

Yearly not to exceed cost per the schedule below

***Herbicide will be billed per gallon applied at market prices. Per gallon herbicide pricing can be supplied upon request.

Anticipated Cost Schedule: Billed evenly on a monthly basis;

2016: May through November (7 total)****

2017-2020: April through November (8 total)****

YEAR	GENERAL STEWARDSHIP		TOTAL
2016	\$	5,460.00	\$ 5,460.00
2017	\$	7,200.00	\$ 7,200.00
2018	\$	7,200.00	\$ 7,200.00
2019	\$	7,200.00	\$ 7,200.00
2020	\$	7,200.00	\$ 7,200.00
EXPECTED TOTAL OF STEWARDSHIP COSTS			\$ 34,260.00

****Stewardship monthly costs are as follows:

2016: \$780.00

2017-2020: \$900.00

IV. AGREEMENT

The term of this contract shall be 5/3/2016 through 12/31/2020.

ACCEPTANCE – I/We represent and warrant that I/we have authority to enter into this Contract. We accept the aforementioned and further accept the PIZZO & ASSOCIATES, LTD. STANDARD TERMS AND CONDITIONS, attached and hereby made part of this contract. We do hereby authorize Pizzo & Associates, Ltd. to perform the work as stated.



/ 5.3.2016

Authorized Representative / Date
The Village of Winnetka

Joe Pizzo / Date
Pizzo & Associates, Ltd.

Please sign and return one copy of the proposal with your deposit to our office. Fax signatures shall be deemed binding; this agreement may be signed in counterparts so long as all parties to the agreement have signed a copy of the agreement.

If acting on behalf of the Owner:

Printed Name:	
Title:	

Billing Information:

Name:	
Company Name:	
Street Address 1:	
Street Address 2:	
City, State, & Zip Code:	
Main Phone:	
Mobile Phone:	
Fax:	
e-mail:	

Billing Notes: _____

The terms of this proposal are valid for thirty (30) days from the date of this proposal.



Village of Winnetka – Tower Road Pond

Tower Road and Forestway Drive
Winnetka, IL

116048-P-WINN

Joe Pizzo

5/3/2016

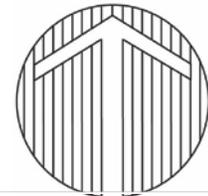
Stewardship Area



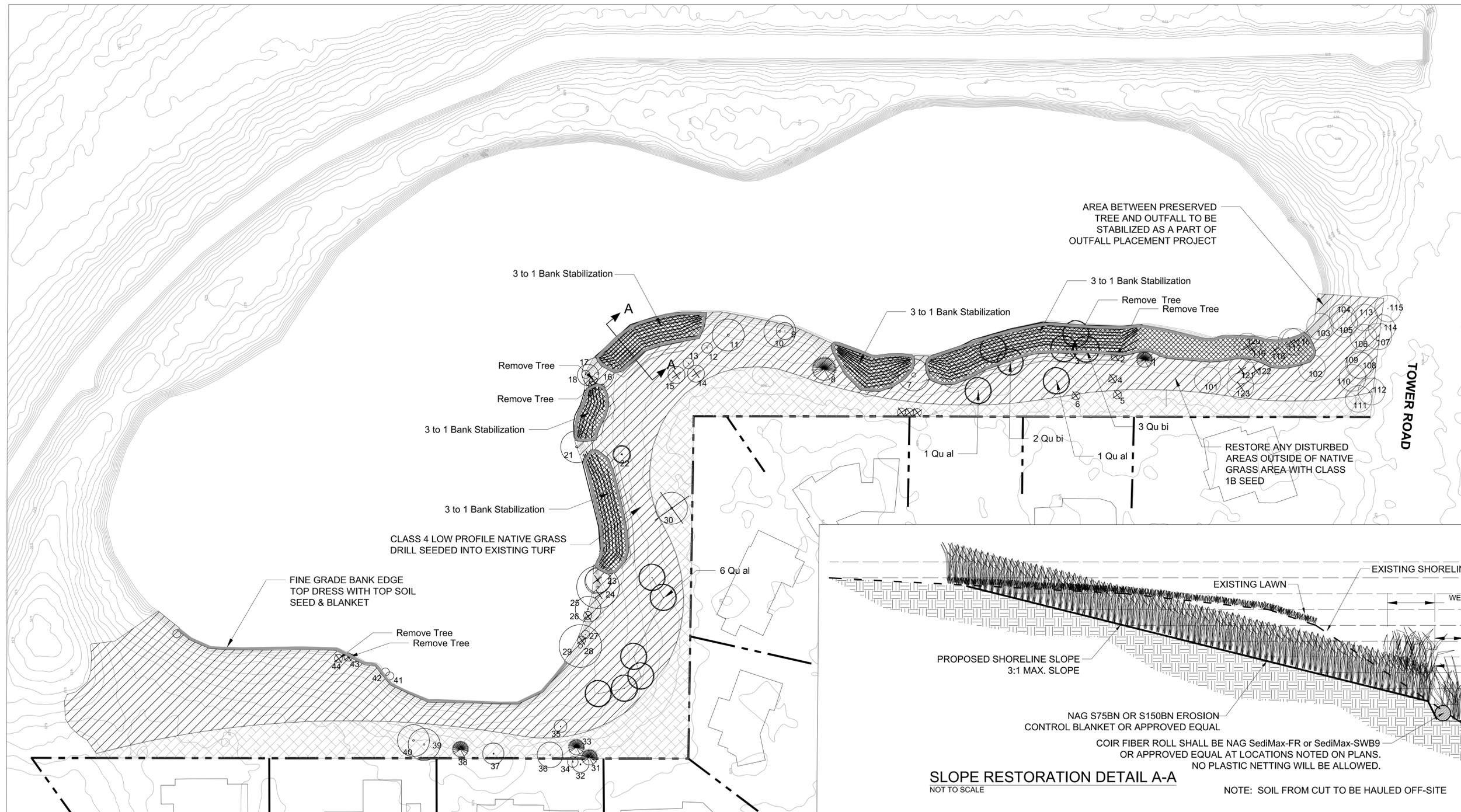
Staging Area



NORTH



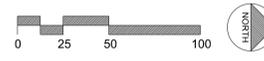
Pizzo & Associates, Ltd.
ECOLOGICAL RESTORATION
P.O. Box 98 • Leoknec, IL 60531
T 815.495.2300 • F 815.498.4406



LANDSCAPE PLAN

LEGEND

-  FINE GRADE BANK EDGE TOP DRESS WITH TOPSOIL, SEED AND BLANKET
-  CLASS 4A LOW PROFILE NATIVE GRASS DRILL SEEDED INTO EXISTING TURF
-  3:1 BANK STABILIZATION SEE SLOPE RESTORATION DETAIL
-  PROPOSED SHORT GRASS BUFFER (SPECIAL)
-  EXISTING TREE
-  EXISTING TREE TO BE REMOVED
-  PROPOSED TREE
-  CLASS 1B SEED OF DISTURBED AREAS



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:



VILLAGE OF WINNETKA
Incorporated in 1869

NO.	DATE	NATURE OF REVISION	CHKD.
FILE NAME	N:\WINNETKA\20462-A\Water\Plan Set\04-20462-A LP.sht		

AREA BETWEEN PRESERVED TREE AND OUTFALL TO BE STABILIZED AS A PART OF OUTFALL PLACEMENT PROJECT

RESTORE ANY DISTURBED AREAS OUTSIDE OF NATIVE GRASS AREA WITH CLASS 1B SEED

SLOPE RESTORATION DETAIL A-A
 NOT TO SCALE

NOTE: SOIL FROM CUT TO BE HAUL OFF-SITE

PLANT LIST

Sym.	Botanical Name	Common	Qty.	Size	Cond.
Deciduous Canopy Trees					
Qu al	Quercus alba	White Oak	8	2"	B & B
Qu bi	Quercus bicolor	Swamp W	5	2"	B & B

SUMMARY OF QUANTITIES

ITEM	QTY.	UNIT
CUT (HAUL OFF)	922	CY
COIR FIBER LOG	720	LF
EMERGENT LIVE PLANTS	2,160	SF
CLASS 4B WET PRAIRIE SEED MIX	2,084	SY
CLASS 4A	8,525	SY
SHORT GRASS BUFFER	4,173	SY
TREES TO BE REMOVED	24	EA
NEW TREES	13	EA

LANDSCAPE PLAN

PROJ. NO.	120462A
DATE:	2/2/2015
SHEET	5 OF 7
DRAWING NO.	5



Agenda Item Executive Summary

Title: Thomas Doar Day

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 05/17/2016

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:

A proclamation recognizing Thomas Doar for his 27 years of service at North Shore Country Day School.

Recommendation:

Proclaim May 17, 2016 Thomas Doar Day

Attachments:

Proclamation



PROCLAMATION

WHEREAS, Thomas Doar served as an educator at North Shore Country Day School for 27 years, including 16 years as Head of School; and

WHEREAS, his tenure has had an enormous positive impact on not only the School, but the surrounding communities and beyond, where graduates and teachers mentored by him have gone to live and serve; and

WHEREAS, Mr. Doar's thoughtful leadership leaves the School invigorated with innovative academic programs and an improved campus that enhances teaching, learning, and an ongoing commitment to a culture of community and service; and

WHEREAS, under Mr. Doar's headship, collaboration between North Shore Country Day School, the Village of Winnetka, and the Winnetka Park District has been enhanced, and the campus has been made available for life safety training and community meetings; and

WHEREAS, during Mr. Doar's tenure, the School partnered with the Family Action Network to welcome Winnetka and the broader community to the School's campus for a variety of enrichment programs; and

WHEREAS, under Mr. Doar's guidance, the School has maintained a long and fruitful tenant relationship with the Music Institute of Chicago; and

WHEREAS, Mr. Doar never failed to put his students and their experience first and foremost, and his influence includes the contribution of his wisdom, humility, compassion, integrity and dedication, all of which will leave a lasting imprint on North Shore Country Day School.

NOW THEREFORE, the Trustees and President of the Village of Winnetka do hereby thank Mr. Doar for his contribution to Winnetka both as an educator and as an esteemed and valued member of the community, and declare May 17, 2016 *Thomas Doar Day*.

E. Gene Greable, President
Village of Winnetka

Dated: _____