

**Winnetka Village Council  
REGULAR MEETING  
Village Hall  
510 Green Bay Road  
February 18, 2020  
7:00 p.m.**

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

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) March 3, 2020 Regular Meeting
  - b) March 10, 2020 Study Session
  - c) Thursday, March 19, 2020 Rescheduled Regular Meeting
- 4) Public Hearing Regarding Skokie Playfield Zoning Relief in Conjunction with Village Stormwater Improvements (Public hearing to be continued to March 3, 2020).....3
- 5) Public Comment
- 6) Reports
- 7) Approval of Agenda
- 8) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) February 4, 2020 Regular Meeting .....4
  - b) Approval of Warrant List dated January 31 - February 13, 2020 .....9
  - c) Resolution No. R-15-2020: Approving Amended and Restated NORTAF Governing Documents (Adoption).....10
  - d) Resolution No. R-16-2020: Approving a Class A-1 Liquor License for MGS Hospitality LLC d/b/a 501 Local (Adoption) .....29
  - e) Resolution No. R-17-2020: Parkway Tree Pruning, Removal, Maintenance, and Restoration Contract (Adoption).....33
  - f) Resolution No. R-18-2020: Purchase of Multi-Purpose Tractor (Adoption) .....74
  - g) Resolution No. R-19-2020: Approving A Contract With Resco for the Purchase of Underground Cable (Adoption) .....80

9) 2019 Landmark Preservation Awards Presentation .....107

10) Ordinances and Resolutions

    a) Resolution No. R-11-2020: Waiving Formal Bidding And Approving Agreement with Impact Staffing LLC. for Temporary Staffing Services (Adoption) .....108

    b) Resolution No. R-20-2020: Waiving Bidding and Approving Change Order No. 9 to the Contract with B-Max Inc. for Electric Distribution System Work (Adoption) .....119

    c) Resolution No. R-21-2020: Information Technology Consultant Renewal (Adoption).....127

    d) Resolution No. R-22-2020: A Resolution Re-Appointing Peter M. Friedman as Village Attorney and Approving Engagement Letter (Adoption).....136

    e) Ordinance No. M-4-2020: Amending a Special Use Ordinance for a Church at 1255 Willow Road (Adoption) .....149

11) Old Business: None.

12) New Business: None.

13) Appointments

14) Closed Session

15) Adjournment

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (Government > Council Information > Agenda Packets & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2<sup>nd</sup> floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <http://www.villageofwinnetka.org/government/village-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, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3546; T.D.D. 847-501-6041.



## Agenda Item Executive Summary

**Title:** Public Hearing Regarding Skokie Playfield Zoning Relief in Conjunction with Village Stormwater Improvements (Public hearing to be continued to March 3, 2020)

**Presenter:** David Schoon, Community Development Director

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

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

**Item History:**

On June 18, 2019, the Village Council adopted Ordinance MC-6-2019, amending Title 17 of the Village Code for Zoning and Other Relief Related to Stormwater Improvements, which allows the Village Council to hold a public hearing and grant zoning relief for improvement projects that a cooperating public agency proposes to undertake in conjunction with construction of Village stormwater improvements on that agency's property.

**Executive Summary:**

A public hearing has been noticed for the February 18, 2020 Village Council meeting for an application by the Winnetka Park District ("Applicant") for zoning relief approvals associated with potential improvements to the Applicant's property at 490 Hibbard Road ("Subject Property") in conjunction with a Village-initiated stormwater improvement project on the Subject Property ("Stormwater Project"). The zoning relief is associated with an intergovernmental agreement between the Park District and the Village regarding the Stormwater Project, which the two parties are in the process of finalizing. In order to allow additional time to finalize the agreement, staff requests that the Council continue the public hearing to Tuesday, March 3.

Staff has mailed a letter to all who received the notice for the public hearing informing them that the hearing will be continued to March 3. The public notice sign in front of the Subject Property has also been changed to reflect this new date.

**Recommendation:**

At the February 18 Village Council meeting, the Council should continue the scheduled public hearing on zoning relief approvals associated with the Applicant's potential future recreational related improvements on the Subject Property to March 3, 2020.

**Attachments:**

None.

**MINUTES**  
**WINNETKA VILLAGE COUNCIL**  
**REGULAR MEETING**  
**February 4, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, February 4, 2020, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, and John Swierk. Absent: Trustee Penny Lanphier. Also present: Village Manager Robert Bahan, Village Attorney Peter Friedman, Community Development Director David Schoon, Human Resources Generalist Ann Eriksson, and approximately five persons in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) February 11, 2020 Study Session. All of the Council members present said they expect to attend.
  - b) February 18, 2020 Regular Meeting. All of the Council members present except Trustee Dearborn said they expect to attend.
  - c) March 3, 2020 Regular Meeting. All of the Council members present except Trustee Swierk said they expect to attend.
- 4) Public Comment.
- 5) Reports:
  - a) Trustees.
    - i) Trustee Coladarci reported that the Landmark Preservation Commission is discussing ideas for reducing the number of demolition applications in the Village in conjunction with the Comprehensive Plan process.
  - b) Attorney. None.
  - c) Manager. None.
  - d) Village President. None.

[Trustee Lanphier arrived at 7:09 p.m.]
- 6) Approval of the Agenda. Trustee Coladarci, seconded by Trustee Cripe, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
  - a) Village Council Minutes.
    - i) January 14, 2020 Study Session.
    - ii) January 21, 2020 Regular Meeting.

- b) Approval of Warrant List dated January 17 - 30, 2020 in the amount of \$1,302,069.50.
- c) Resolution No. R-9-2020: Purchase of Police Vehicle (Adoption).
- d) Resolution No. R-10-2020: Approving an IGA with the Village of Kenilworth for Fire Inspection Services (Adoption).
- e) Resolution Nos. R-12-2020 and No. R-13-2020: Establishing Manager & Department Head Salaries (Adoption).
- f) Resolution No. R-14-2020: Approving a Contract with Power Line Supply for the Purchase of 600 Volt Underground Cable (Adoption).

Trustee Lanphier, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

8) Ordinances and Resolutions.

- a) Ordinance No. MC-1-2020: Establishing a Procedure for Reporting and Investigation of Sexual Harassment Claims Made by an Elected Official (Introduction/Adoption).

Ms. Eriksson explained that a recent amendment to the State Employers Ethics Act requires municipalities to establish a reporting and independent review process for sexual harassment allegations made by an elected official against another elected official. The Subject Ordinance would amend the Village Code to comply with the new legislation. The new law also requires annual online sexual harassment training for elected officials. In order to meet the State's deadline of February 10, 2020 to comply with the Act, staff is recommending a waiver of introduction for Ordinance No. MC-1-2020.

After a brief Council discussion and no public comment, Trustee Cripe, seconded by Trustee Swierk, moved to waive introduction of Ordinance No. MC-1-2020. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Cripe, moved to adopt Ordinance No. MC-1-2020. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier and Swierk. Nays: None. Absent: None.

- b) Ordinance No. M-4-2020: Amending a Special Use Ordinance for a Church at 1255 Willow Road (Introduction/Adoption). Mr. Schoon reviewed this request for an amendment to an existing Special Use Permit to allow the construction of a plaza adjacent to the church's Columbarium for memorial services. He explained that the original application has been amended to eliminate a request for an additional impermeable surface variation. The revised application includes an engineered permeable paver plaza that has been approved by Village engineering staff, resulting in a slight decrease in impermeable coverage on the Subject Property.

Mr. Schoon said some adjacent neighbors have expressed concerns about stormwater drainage due to the amount of impermeable surface on the Subject Property, as well as a retaining wall which impedes the flow of rainwater from their back yards to the storm sewer. He noted that the original Special Use Permit was approved nearly 20 years ago, before current stormwater requirements existed; therefore, the Village cannot require them to remediate stormwater. Both the Plan Commission (PC) and Zoning Board of Appeals (ZBA) have recommended approval of the amended plan. He noted that the church has existed on the Subject Property since at least 1964.

The Council discussed the request in light of the neighbors' stormwater concerns, confirming that the permeable paver system will release water to the storm sewer in a controlled fashion, and ascertaining that compensatory storage has been built as a condition of the Special Use Permit granted on February 15, 2000.

Trustee Cripe noted that there is a stormwater flaw on the Subject Property that arises out of the zoning relief granted in 2000, before the Village was fully up to speed on causes of flooding in the area. He suggested the Village approve the amended request, subject to a condition that the church work with the Village to address flooding in the area around the church. He explained that the Village should bear the expense of any remediation actions, since the problem comes about through no fault of the church.

The Council discussed this option; several suggestions were made for stormwater solutions, such as french drains, additional storage under the parking lot, or even creating holes in the retaining wall for stormwater to flow out of the adjacent yards. Trustee Cripe noted that he would like to see the Village's engineering team think creatively to solve the problem.

President Rintz asked for comments from the applicant.

John Weber, representing the Winnetka Presbyterian Church, explained that the retaining wall was built in 1960; he added that he thought the church would certainly cooperate with the Village to solve the drainage issues.

President Rintz called for public comment.

Carol Hyatt, 1240 Ash Street. Ms. Hyatt said she appreciated that the church amended their original plan but expressed concern about the retaining wall interrupting the flow of stormwater from her back yard. She asked if the church project could be postponed until the Village's stormwater project is further along.

Arlene Siavelis, 1220 Ash Street. Ms. Siavelis noted that she did not receive notice from the Village about the subsequent meetings about the amended plan; and she also asked the Village to postpone approving the plan until after stormwater projects are completed.

Leslie Farmer, 388 Berkeley. Ms. Farmer said the entire area is impacted by severe rain events, as the storm drains become overwhelmed and discharge into the streets. She did not think the permeable paver system would have a mitigating effect during a significant storm.

Trustee Dearborn noted that this location is the epicenter of the "tree street" flooding problem; he also expressed concern about meeting notices to area residents for public hearings which are continued to a subsequent meeting.

President Rintz explained that the Village's new website, which is currently under construction, should make it easier for the community to sign up for notifications. He added that systematic problems with the special use process also contributed to the confusion.

Trustee Swierk said he is very concerned about stormwater issues and noted that the plan before the Council does not increase the current amount of impervious surface. He added that extreme rain events overwhelm the storm sewer system for the entire area, and he expressed support for approval of the request.

Trustee Cripe said he would like to add a Village Code provision that requires approval of a zoning variation in this area be linked to cooperation with the Village on stormwater remediation. He reiterated that the church has been unfairly put in the middle of a drainage problem that the Village inadvertently caused when it permitted the property to expand. He saw the request as an opportunity to fix the drainage as part of the Village's overall stormwater plan, and commented that someone could slip and be injured at a memorial service if the plaza is not built. He invited the church to work with the Village in good faith to get the drainage issues solved.

Trustee Coladarci said if the Village can work with the church and neighbors to solve the pre-existing flooding on the other side of the retaining wall, he would be in favor of approving the Special Use amendment request.

Trustees Dearborn asked for specific language in the condition that would alleviate concerns of nearby residents.

Trustee Lanphier said she approved of the Village helping the church to remediate the drainage problem.

President Rintz said there are a lot of little pockets in the stormwater mitigation zones where water doesn't drain, and this site is a good candidate for a small project to improve drainage.

Trustee Cripe, seconded by Trustee Swierk, moved to introduce Ordinance No. M-4-2020 subject to the following condition: the Applicant shall reasonably cooperate with the Village in addressing localized flooding at adjoining properties, including by negotiating in good faith, if requested by the Village, to establish an easement on the Applicant's property under any paved or unimproved surfaces, as may be reasonably required either in connection with addressing localized flooding at the adjoining properties or as part of the Village's overall stormwater management system. Any cooperation or costs incurred by the Applicant as a result of this condition shall be at the Village's expense or as otherwise may be mutually agreed by the Village and the Applicant. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business.

- a) Design Review Board Comments: Internally Illuminated Sign Regulations. Mr. Schoon explained that the Design Review Board (DRB) had reviewed the Council's request to consider amending its sign regulations to allow internally illuminated signs. After a presentation, public comment, and discussion, the DRB concluded that it would be open to allowing such signs; however, careful consideration must be given to ensure appropriate design. The DRB is awaiting direction from the Council before doing further study with the aim of making a formal recommendation.

After the Council briefly discussed the issue, President Rintz called for public comment.

Theresa Lucas, proprietor of Good Grapes. Ms. Lucas asked the Council to expand the scope of the DRB's study to include display cases that are affixed to the outside wall of a business. She noted that display cases are more professional looking and can be used year-round, unlike sandwich boards, which can look tacky and tend to blow around.

The Council agreed to add display cases to the DRB's study of the sign code.

President Rintz requested that an email to the Council from former Village President Jessica Tucker about illuminated signs be shared with the DRB.

11) Appointments:

- a) Appointment of Robert Apatoff as Village Trustee to fill the unexpired term of former Trustee Anne Wedner.

Trustee Dearborn, seconded by Trustee Cripe, moved to appoint Robert Apatoff as Village Trustee to fill the unexpired term of former Trustee Anne Wedner. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier and Swierk. Nays: None. Absent: None.

12) Closed Session. Trustee Swierk moved to adjourn into Closed Session to discuss Legal Counsel for the Village and the Lease of Real Property, pursuant to Sections 2c(1) and 2c(5) of the Illinois Open Meetings Act. Trustee Cripe seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier and Swierk. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 8:41 p.m.

13) Adjournment. Trustee Cripe, seconded by Trustee Swierk, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:30 p.m.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Approval of Warrant List Dated January 31 - February 13, 2020

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

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

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

### Item History:

None.

### Executive Summary:

The Warrant List dated January 31 - February 13, 2020 was emailed to each Village Council member.

### Recommendation:

Consider approving the Warrant List dated January 31 - February 13, 2020.

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-15-2020: Approving Amended and Restated NORTAF Governing Documents (Adoption)

**Presenter:** Marc Hornstein, Chief of Police

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

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

### Item History:

The Village of Winnetka has been a member of the North Regional Major Crime Task Force (NORTAF) since 1997, which operates under the umbrella of the North Region Police Assistance Consortium (NORPAC). We are one of 12 area NORPAC members. Our participation in NORTAF provides essential mutual aid to the Village during times when a police emergency / investigation exceeds our capability.

### Executive Summary:

At the quarterly membership meeting on January 23, the NORTAF Board of Officers reached consensus to update the NORTAF Intergovernmental Agreement and Bylaws adopted by each member agency. The Village Attorney has reviewed the Amended Agreement / Bylaws and concurs with the revisions. The following proposed changes will be enabled by the new NORTAF amended agreement:

1. General updates to documents that were last updated in 2009.
2. Reduces NORTAF's risk of liability by declaring that NORTAF is not a legal entity that can sue or be sued.
3. Additional language added to clarify procedures for entities wishing to participate or terminate participation in NORTAF.

The NORTAF Board has asked each participating member to seek approval from its corporate authorities to update the agreement. Member entities are expected to adopt the new amended agreement by the second quarter of 2020.

### Recommendation:

Consider approval of Resolution No. R-15-2020.

### Attachments:

- 1) Resolution No. R-15-2020.
- 2) NORTAF Intergovernmental Police Assistance Agreement.
- 3) NORTAF Bylaws

**A RESOLUTION APPROVING AMENDED AND RESTATED GOVERNING DOCUMENTS FOR THE VILLAGE'S MEMBERSHIP IN THE NORTH REGIONAL MAJOR CRIMES TASK FORCE**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local governments, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, in 1997, the Village joined the North Regional Major Crimes Task Force ("**NORTAF**") to obtain aid and share resources with nearby law enforcement agencies when responding to and investigating crimes and other public safety incidents; and

**WHEREAS**, NORTAF is governed by an Intergovernmental Police Assistance Agreement and Bylaws (collectively, "**Governing Documents**"); and

**WHEREAS**, the Governing Documents have not been significantly updated since 1997; and

**WHEREAS**, the NORTAF members desire to approve amended and restated Governing Documents, which are attached as *Exhibit A* and *B* to this Resolution and incorporated herein ("**Amended Governing Documents**"), to further clarify: (i) that NORTAF is not a legal entity; (ii) the procedures for handling claims if someone attempts to sue NORTAF; (iii) how liability is apportioned between members; and (iv) the procedures for allowing law enforcement agencies to join NORTAF; and

**WHEREAS**, the Village desires to approve and enter into the Amended Governing Documents; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to approve the Amended Governing Documents;

**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 AMENDED GOVERNING DOCUMENTS.**

Pursuant to the Village’s home rule authority, Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, the Village Council hereby approves the Amended Governing Documents in substantially the forms attached to this Resolution as **Exhibits A and B** and in a final form approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.**

The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute the Amended Governing Documents.

**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 18<sup>th</sup> day of February, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**

**Amended and Restated Intergovernmental Police Assistance Agreement**

**AMENDED AND RESTATED INTERGOVERNMENTAL  
POLICE ASSISTANCE AGREEMENT  
(North Regional Major Crimes Task Force)**

This **AMENDED AND RESTATED INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT** ("*Agreement*") is made and entered into as of the 1st day of January, 2020 ("*Effective Date*") by and among the **CITY OF EVANSTON, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF GLENCOE, ILLINOIS**, an Illinois municipal corporation, the **VILLAGE OF GLENVIEW, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF KENILWORTH, ILLINOIS**, an Illinois municipal corporation, the **VILLAGE OF LINCOLNWOOD, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF MORTON GROVE, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF NILES, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHBROOK, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF NORTHFIELD, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF SKOKIE, ILLINOIS**, an Illinois home rule municipal corporation, the **VILLAGE OF WILMETTE, ILLINOIS**, an Illinois home rule municipal corporation, and the **VILLAGE OF WINNETKA, ILLINOIS**, an Illinois home rule municipal corporation (collectively, the "*Members*").

**RECITALS:**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), authorize and encourage intergovernmental cooperation among law enforcement agencies to respond to, investigate, and solve crimes; and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, the Members entered into that certain Intergovernmental Police Assistance Agreement in 1997 ("*Original Agreement*") to form the North Regional Major Crimes Task Force ("*NORTAF*") to allow and govern the cooperation of the Members when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel; and

**WHEREAS**, the Original Agreement was made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments; and

**WHEREAS**, the purpose of the Original Agreement and of this Agreement is to provide the means whereby enhanced access to facilities, programs and assistance is provided through the intergovernmental cooperation of the Members; and

**WHEREAS**, the Members now desire to amend, restate, and replace the Original Agreement with the terms and provisions of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

**SECTION 1: INCORPORATION OF RECITALS**

The foregoing recitals are material to this Agreement and are incorporated into this Agreement and as if fully stated herein.

**SECTION 2: DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as set forth in this section unless a different meaning is required by context:

A. *Bylaws.* “*Bylaws of the North Regional Major Crime Task Force,*” which may be amended from time to time.

B. *Police Assistance.* Law enforcement assistance provided by any Member to any other Member, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces developed pursuant to this Agreement, the Bylaws, and the Operation Plan to be established pursuant to Section 7.C of this Agreement.

C. *Requesting Municipality.* A Member that requests police assistance from another Member pursuant to this Agreement.

D. *Aiding Municipality.* A Member that provides police assistance to another Member pursuant to this Agreement.

**SECTION 3: RIGHTS OF PARTICIPATING MUNICIPALITIES**

The rights of each Member shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police of each respective Member or his or her designee.

A. Any Member may request police assistance from any one or more Members when, in the judgment of the Requesting Municipality, such assistance is necessary.

B. Any Member may render aid to any one or more Member to the extent available personnel and equipment are not required for the adequate protection of the Aiding Municipality. The judgment of the Aiding Municipality as to the amount of personnel and equipment available to the Requesting Municipality, shall be final.

C. The Chief of Police of the Requesting Municipality, or his or her designee, shall be authorized to direct the actions of those sworn or civilian personnel of any Aiding Municipality that are providing police assistance pursuant to this Agreement.

D. Nothing in this Agreement shall prevent any Member from cooperating with any other municipality, regardless of whether it is a Member of NORTAF, nor shall anything in this Agreement prevent any Member from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

#### **SECTION 4: AUTHORITY OF SWORN POLICE PERSONNEL**

Any sworn police officers of an Aiding Municipality providing police assistance to a Requesting Municipality under this Agreement shall have all of the powers of police officers of any Requesting Municipality, including the power of arrest, and are subject to the direction of the Chief of Police of the Requesting Municipality.

#### **SECTION 5: COMPENSATION BETWEEN MEMBERS**

A. Except as hereinafter provided, the assistance provided by any Aiding Municipality under this Agreement shall be rendered without charge to the Requesting Municipality or any other Member.

B. An Aiding Municipality may request payment or indemnification from a Requesting Municipality when the Aiding Municipality has incurred unusual or burdensome costs in providing assistance to the Requesting Municipality. The payment of such costs shall be at the discretion of the corporate authorities of the Requesting Municipality.

#### **SECTION 6: RESPONSIBILITIES OF MEMBERS**

The responsibilities of each Member shall be as set forth in this Section.

A. *Responsibility for Employees.* Each Member shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to indemnification of sworn or civilian personnel and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected, insured, indemnified and otherwise provided for when acting within the Member municipalities' respective corporate limits.

B. *Compensation of Employees.* Each Member shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses. The Requesting Municipality is not responsible for the compensation or benefits of employees of other Members when those employees are assigned to assist the Requesting Municipality.

C. *Assessment Fees.* Each Member shall pay annual dues adopted by the Board of Directors in accordance with the Bylaws.

D. *Insurance.* Each Member shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, personnel, equipment, and for its liability for its participation in providing personnel and equipment to NORTAF pursuant to this Agreement.

**SECTION 7: BOARD OF DIRECTORS; OPERATION PLAN**

A. *Membership on NORTAF Board of Directors.* The Chief of Police of each Member shall constitute the Board of Directors of NORTAF. (“*Board of Directors*”).

B. *Bylaws.* The “Bylaws of the North Regional Major Crime Task Force” attached to this Agreement as Attachment A (“*Bylaws*”) are hereby approved by the Members and shall supersede and replace any bylaws previously approved by the Members or the Board of Directors. The Bylaws may be subsequently amended upon a two-thirds vote of the directors on the Board of Directors present, provided that the proposed amendment and notice of the meeting shall have been sent to the directors on the Board of Directors not less than 15 days prior to the meeting, and that any proposed amendment does not conflict with this Agreement. In an event of a conflict between the Bylaws and this Agreement, this Agreement controls.

C. *Operation Plan.* The Board of Directors shall establish an operation plan for implementing this Agreement, which shall include, without limitation, the procedures for requesting, rendering and receiving aid (“*Operation Plan*”). The Operation Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

**SECTION 8: NORTAF TASK FORCES**

A. *Task Forces.* The NORTAF Board of Directors may create subunits to address different types of crimes (“*Task Forces*”). As of the date of this Agreement, NORTAF consists of the following Task Forces:

1. NORTAF Violent Crimes Task Force;
2. NORTAF Burglary Task Force (“*Burglary Task Force*”); and
3. NORTAF Major Crash Assistance Team (“*MCAT*”).

(collectively, the “*Task Forces.*”). All Members shall be a member of and participate in all of the Task Forces.

B. *Task Force Operations.* The Task Forces shall be operated in accordance with the Bylaws and Operation Plan.

C. *Participation in Burglary Task Force by Non-Members.* Law enforcement agencies that are not members of NORTAF may join the Burglary Task force upon the approval by a two-thirds vote of the NORTAF Board of Directors. Participation by non-members shall be upon the terms and conditions determined by the Board of Directors.

D. *Modification of Jurisdiction or Dissolution.* The NORTAF Board of Directors may modify the jurisdiction of, or dissolve, any Task Force.

**SECTION 9: NORTAF NOT A LEGAL ENTITY**

A. *NORTAF Not a Legal Entity.* The Members acknowledge and agree that they have entered into, and constructed this Agreement, with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body. The Members further acknowledge and agree that by entering into this Agreement, the Members are agreeing to provide each other intergovernmental cooperation pursuant to the terms of this Agreement only, and are not authorizing NORTAF or its Board of Directors to take any actions that would confer legal entity or public body status on NORTAF.

B. *NORTAF Cannot Be Sued.*

1. The Members acknowledge and agree that NORTAF is not a legal entity that can sue or be sued. In the event that NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Member, no Member shall take any action or position that is contrary to this Section 9; rather, all Members hereby agree that unless and until a court of competent jurisdiction rules otherwise, the Members shall not take the position that NORTAF is a legal entity, public body, or can sue or be sued.
2. In the event NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Member, the Requesting Municipality, at its sole cost and expense, shall file a limited appearance on behalf of NORTAF for the sole purpose of seeking a dismissal of the lawsuit, claim, or action on the grounds that NORTAF is not a legal entity and therefore cannot be sued.

C. *Payment of Costs.* If, and only if, a court or other tribunal of competent jurisdiction determines that NORTAF can be sued as an independent entity related to an incident or matter in which a Requesting Municipality requested aid from Aiding Municipalities pursuant to this IGA:

1. The Board of Directors shall retain defense counsel to represent NORTAF in such lawsuit, claim or action, and the Requesting Municipality shall be responsible for paying within 30 days upon receipt of notice from NORTAF, all costs of defense, including, without limitation, all legal fees, during the pendency of such lawsuit, claim, or action; and
2. At the conclusion of any lawsuit, claim, or legal action, all costs of defense, settlements, and judgements against NORTAF shall be divided amongst the Requesting Municipality and Aiding Municipalities that participated in the activities or investigation subject of the lawsuit, claim, or action in equal amounts and paid within 30 days of receipt of notice.

**SECTION 10: NEW MEMBERS/WITHDRAWAL/DISSOLUTION**

A. *New Members.* Law enforcement agencies may join NORTAF by: (i) a two-thirds vote of the Board of Directors; and (ii) by executing this Agreement.

B. *Withdrawal.* A Member may withdraw from NORTAF and this Agreement by providing the Board of Directors written notice one year prior to the effective date of such withdrawal. A Member's obligations set forth in Section 9 of this Agreement related to an incident or investigation that occurred prior to such withdrawal shall survive such withdrawal.

C. *Termination of Membership.* Members who breach the Agreement or fail to abide by the Bylaws may be suspended or expelled from membership by a two-thirds vote of the Board of Directors.

D. *Dissolution of NORTAF.* If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the Board of Directors vote in favor of dissolution of NORTAF, NORTAF shall be dissolved and this Agreement terminated within 30 days, provided notice of the meeting shall have been sent to the Members not less than 15 days prior to the meeting. Members' obligations set forth in Section 9 of this Agreement related to an incident or investigation that occurred prior to such dissolution and termination of this Agreement shall survive such dissolution and termination.

#### **SECTION 11: GENERAL PROVISIONS**

A. *Amendments.* This Agreement may be amended from time to time by resolution of the corporate authorities of each Member. Any amendment not adopted and approved by all Members shall not be effective. The effective date of any amendment shall be the date as of which all Members have approved the amendment.

B. *Entire Agreement.* This Agreement constitutes the entire agreement between the Members and supersedes and replaces all prior agreements (including, without limitation, the Original Agreement), negotiations and discussions between the Members relative to the subject matter hereof.

C. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF WINNETKA**

\_\_\_\_\_  
Christopher Rintz, Village President

\_\_\_\_\_  
Date

ATTEST:

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

**EXHIBIT B**

**Amended and Restated Bylaws**

**BYLAWS OF THE  
NORTH REGIONAL MAJOR CRIME TASK FORCE  
(NORTAF)**

REVISED: \_\_\_\_\_

**ARTICLE I – PURPOSE AND DEFINITIONS**

**Section 1 Purpose.** The purpose of these Bylaws is to establish rules for operation of the North Regional Major Crimes Task Force (“**NORTAF**”), as required by Section 7.B of the Amended and Restated Intergovernmental Police Assistance Agreement dated January 1, 2020 (“**Agreement**”).

**Section 2 Definitions.** For purposes of these Bylaws, the following terms shall be defined as follows:

A. “**Aiding Municipality**” is defined as a Member that provides police assistance pursuant to the Agreement.

B. “**Investigators**” are defined as investigators designated by a Task Force to conduct an independent investigation of a fatal Officer Involved Shooting (“**OIS**”), Officer Involved Death (“**OID**”), or Officer Involved Criminal Sexual Assault.

C. “**Law Enforcement Officer**”, “**Officer**”, “**Law Enforcement Agency**”, “**Officer Involved Death**”, and “**Officer Involved Shooting**” are defined in the Police and Community Relations Improvement Act (50 ILCS 727/1-1 *et seq.*).

D. “**Major Crimes**” are defined as homicide, non-parental kidnappings, mass casualty incidents or other acts of violence with multiple victims that are beyond the investigative capabilities of a Member.

E. “**Members**” are defined as the parties to the Agreement.

F. “**Officer Involved Criminal Sexual Assault**” is defined in the Law Enforcement Criminal Sexual Assault Investigation Act (5 ILCS 815/1 *et seq.*).

G. “**Requesting Municipality**” is defined as a Member that requests police assistance pursuant to the Agreement.

H. “**Task Forces**” are defined, collectively, as the NORTAF Violent Crimes Task Force, NORTAF Burglary Task Force, and NORTAF Major Crash Assistance Team (“**MCAT**”), as created by Section 8 of the Agreement.

**Section 3 Task Forces.** The purpose of NORTAF is to provide a “task force” system to provide mutual aid among the Members for the investigation of the following:

A. Major Crimes;

- B. Fatal or non-fatal Officer Involved Shootings and Officer Involved Death if the case is not accepted for investigation by the Illinois State Police Public Integrity Task Force ("**PITF**"). It is expected that in most instances the Requesting Municipality will first contact PITF for assistance, and contact NORTAF if PITF assistance is delayed, denied or unavailable;<sup>1</sup>
- C. Incidents of Officer Involved Criminal Sexual Assaults that the Requesting Municipality is prohibited by law from investigating.
- D. Burglary in which a suspected offender or organization of offenders is reasonably believed to be operating within three or more Member communities;
- E. Fatal or serious injury vehicle crashes; and
- F. Other types of crimes and incidents approved by the Board of Directors.

## **ARTICLE II - AUTHORITY**

NORTAF is chartered by the North Regional Police Assistance Consortium (NORPAC), pursuant to the Agreement.

## **ARTICLE III – BOARD OF DIRECTORS**

**Section 1. Membership.** The Board of Directors set forth in Section 7.A of the Agreement shall consist of the Chiefs of Police of the Members ("**Directors**"), and shall have the authorities provided by these Bylaws and to take all appropriate actions and to perform all duties to accomplish the purpose of NORTAF.

**Section 2** A Director of the Board of Directors may designate an alternate to act in the Director's absence, including voting, at any meeting of the Board of Directors. Designation shall be made in writing and presented to the presiding officer at any meeting prior to participating in any vote or, written designation may be filed with the Chairman. Designation remains valid until cancelled in writing by the Director.

**Section 3. Executive Board.** The Board of Directors shall elect an executive board consisting of a Chairman, Vice-Chairman, and Secretary-Treasurer ("**Executive Board**"). Each member of the Executive Board shall hold office for a term of two years and until a successor has been elected. Should a vacancy occur on the Executive Board, a special meeting of the Board of Directors shall be called to elect a successor for the remainder of the term of office.

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<sup>1</sup> The investigation conducted by NORTAF and its applicable Task Force will be limited to the actual OIS/OID case, and not the underlying event (criminal or accidental event) that led up to the OIS/OID. The investigation of the underlying event is the responsibility of the Requesting Municipality.

Section 4     Operation Plan. The Board of Directors shall adopt an operation plan as set forth in Section 7.C of the Agreement ("**Operation Plan**"), which Operation Plan shall include, but not be limited to, the procedures for requesting, rendering and receiving aid. The Operation Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

#### **ARTICLE IV - TASK FORCE/ STAFF**

Section 1.     Task Force Leadership. The command staff of each of the Task Forces will consist of a Task Force Commander and an Operations Supervisor, each of whom shall be appointed by the Board of Directors.

Section 2.     Staffing and Personnel. The operations staff of a Task Force shall consist of those police personnel assigned to the Task Force as Investigators, forensic specialists, analysts, and other such classifications as may be established by the Board of Directors. Members of the operations staff of each Task Force shall be appointed by the Task Force Commander, with approval of the Executive Board.

Section 3.     Task Force Vacancies. When a vacancy exists on a Task Force, it shall be the responsibility of the Task Force Commander to establish a selection committee of Task Force personnel to screen applicants for the position, and recommend candidates to the Executive Committee. Selection of new personnel will be done in an expeditious manner with the names of prospective new members forwarded to the Executive Committee as soon as possible.

Section 4.     Functions. The functions of the task force staff shall be established through job descriptions approved by the Board of Directors.

Section 5.     Investigators.

A.     The lead Investigator for an OID or use of OIS shall, at a minimum, be certified by the Illinois Law Enforcement Training and Standards Board ("**ILETSB**") as a Lead Homicide Investigator, or similar training approved by the ILETSB or the Department of State Police, or similar training provided at an ILETSB certified school, as required by 50 ILCS 727/1-10(b).

B.     The lead Investigator for an Officer Involved Criminal Sexual Assault incident shall have completed a specialized sexual assault and sexual abuse investigation training program approved by the ILETSB or similar training program approved by the Department of State Police.

C.     For investigations of officer-involved deaths that included a motor vehicle accident, at least one Investigator shall be certified by the ILETSB as a Traffic Crash Reconstruction Specialist, or received similar training approved by the ILETSB or the Department of State Police, or similar training provided at an ILETSB certified school.

Further, for such investigations, a Traffic Crash Reconstruction Specialist shall be requested from the NORTAF Major Crash Assistance Team.

D. No Investigator employed by a Requesting Municipality may be assigned by a Task Force to investigate an OID, OIS, or Officer Involved Criminal Sexual Assault incident that involves the Requesting Municipality or any officer or employee thereof.

**Section 6. Removal of Task Force Officer.**

A. In the event an officer on a Task Force is no longer employed by a Member, or a Member removes an officer assigned to a Task Force for routine administrative reasons, such as a request for reassignment from the officer, promotion, or retirement, the Member shall (when practical) provide 30 days advance notice to the Executive Committee. Upon removal of an officer assigned to a Task Force, the Member will submit the names of qualified candidates to the Task Force Commander for screening and consideration for assignment to the Task Force.

B. An officer assigned to a Task Force may be removed without 30 days' notice by a Member or the Executive Committee for misconduct-related reasons or other exigent circumstances, and the Member is expected to provide a replacement within a reasonable period of time. Immediately upon becoming aware of said issue, the Member's Police Chief or their representative shall inform the Executive Committee of any disciplinary issue involving an officer assigned Task Force that may interfere with the officer's ability to fulfill his or her duties on the Task Force.

**ARTICLE V - ACTIVATION**

**Section 1. Activation Request.** A Task Force shall be activated upon request of the Chief of Police of a Requesting Municipality, or his authorized representative, if the request is received within eight (8) hours of the crime being discovered, and the crime scene is still under the control of the Requesting Municipality. Such request shall be made to the applicable Task Force Commander or, in his or her absence, the applicable Operations Supervisor or such other person designated by the Chairman.

**Section 2. Refusal to Activate Task Force.** In the event any of the Task Force Commanders determine that activation of the Task Force is not appropriate, the Chief of Police of a Requesting Municipality, or his authorized representative, may appeal that decision to the Chairman, who shall notify the Executive Committee. A majority of the Executive Committee may overrule the decision of the Task Force Commander. The Executive Committee may vote on this appeal by telephone, other electronic means, or at a special meeting. In the event that a majority of the Executive Committee is unavailable to determine the appeal or the Executive Committee denies such an appeal, review by the Board of Directors may be requested by the Chief of Police of the Requesting Municipality, or his authorized representative, through the Chairman. A majority of the Directors of the Board of Directors may overrule the decision of the Task Force Commander or the Executive Committee, respectively. The Directors of the Board of

Directors may vote on this appeal by telephone, other electronic means, or at a special meeting.

**Section 3. Violent Crimes Task Force Activation.**

A. The Violent Crimes Task Force Commander may activate the Violent Crimes Task Force if one or more victims of an attempted murder/aggravated battery is likely to die because of his/her injuries, or if the circumstances of a missing person case are such that it is likely that the person was kidnapped by someone other than a parent. If no victim in an attempted murder/aggravated battery has died, or if no evidence has been found within 24 hours of the activation which substantiates a non-parental kidnapping, approval of the Executive Committee is required to continue the Violent Crimes Task Force investigation.

B. The Violent Crimes Task Force will be activated for a five working day period. The Requesting Municipality's Chief of Police, or authorized representative, may request an extension of an additional five days. This request will be referred to the Chairman for approval. If the Requesting Municipality wishes to utilize the Violent Crimes Task Force for a period of more than ten (10) days, such request will be referred to the Executive Committee for approval. Extended activations over 20 work days must be approved by the Board of Directors.

**Section 4. Command of Investigation.** The Chief of Police of the Requesting Municipality, or authorized designee, shall have overall command of any Task Force investigation initiated by the Requesting Municipality.

## **ARTICLE VI - MEETINGS**

**Section 1. Meetings of Board of Directors.** Regular meetings of the Board of Directors shall be held at least quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairman, a majority of the Executive Committee, or by one-third of the Directors.

**Section 2. Meetings of Board of Directors.** The Executive Committee shall meet when called by the Chairman or a majority of the Executive Committee members.

**Section 3. Quorum.** A majority of the Directors shall constitute a quorum for meetings of the Board of Directors or Executive Committee.

**Section 4. Rules of Procedure.** The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these Bylaws.

## **ARTICLE VII - DUTIES OF OFFICERS**

**Section 1. Chairman.** The Chairman shall preside at all meetings of the Board of Directors and Executive Committee, and appoint members of all committees (except the Executive Committee).

**Section 2. Vice-Chairman.** The Vice-Chairman shall serve as an assistant to the Chairman and shall perform the duties of the Chairman in the absence or inability of the Chairman to serve.

**Section 3. Secretary-Treasurer.** The Secretary-Treasurer shall keep an accurate record of the proceedings of all meetings, carry on official correspondence of the Task Forces as directed by the Board of Directors, provide to each Director of the Board of Directors the official minutes of all meetings, and maintain all official Task Force records. The Secretary-Treasurer shall receive all monies of the Task Force, be custodian of all funds, and deposit all Task Force funds in a financial institution approved by the Board of Directors. The Secretary-Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertain to the office.

## **ARTICLE VIII - COMMITTEES**

**Section 1 Creation.** The Chairman or Board of Directors may create committees as are deemed necessary to accomplish the purpose of the Task Forces.

## **ARTICLE IX - DUES AND ASSESSMENTS**

**Section 1. Dues.** The annual dues, if any, shall be prescribed by the Board of Directors, and shall be payable to the Secretary-Treasurer when required by the Board of Directors. All annual dues and assessments approved by the Board of Directors shall be binding upon all Members and payment shall be a condition of membership.

**Section 2. Failure to Pay.** Any Member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

## **ARTICLE X - COMPENSATION**

**Section 1. No Compensation.** Directors and members of the Executive Board shall serve without compensation.

**Section 2. Officer Compensation.** Regular salary and overtime costs of Task Force officers shall be paid by the officers' agency. Unusual or burdensome costs, such as extraordinary travel or other expenses, shall be paid by the Requesting Municipality subject to its prior approval.

Section 3. Other Compensation. The Board of Directors may approve compensation, as needed, for all other professional services required by the Task Forces.

## **ARTICLE XI - DISBURSEMENTS**

All disbursements of funds must be reviewed by the Task Force Commander and approved by the Secretary-Treasurer and reported to the Board of Directors. The Secretary-Treasurer shall handle all requests for disbursement in accordance with the purchasing procedures as approved by the Board of Directors.

## **ARTICLE XII - PROPERTY**

Section 1. Property. Equipment, property, supplies, and furnishing needed to fulfill the purpose of the Task Forces may be provided by the Members. Any item provided by a Member shall be, and remain, the property of that Member.

Section 2 NORTAF Property. The equipment, property, and supplies purchased by NORTAF through assessments, or otherwise acquired in its name, shall remain the property of NORTAF. Any equipment, property and supplies titled to NORTAF at the time of the adoption of these Bylaws, shall remain titled to NORTAF. The Task Force Commanders shall maintain a list concerning the description, location and ownership of all property titled to NORTAF.

## **ARTICLE XIII – AMENDMENTS & REVISIONS**

These Bylaws may be amended at any meeting of the Board of Directors by a two-thirds vote of those Members present, provided the amendment and notice of the meeting shall have been sent to the Members not less than 15 days prior to the meeting. The Amended Bylaws will be maintained in a file by the Secretary-Treasurer as part of the records of NORTAF, and copies will be provided to all Members at a regular meeting, which will be documented in the minutes of said meeting. Any revisions will be distributed to the Directors at least yearly, at the first meeting of the year.

## **ARTICLE XIV - EFFECTIVE DATE**

These Bylaws shall be in full force and effect from and after their passage and approval.



## Agenda Item Executive Summary

**Title:** Resolution No. R-16-2020: Approving a Class A-1 Liquor License for MGS Hospitality LLC d/b/a 501 Local (Adoption)

**Presenter:** Marc Hornstein, Chief of Police and Peter Friedman, Village Attorney

**Agenda Date:** 02/18/2020

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

**Consent:**  YES  NO

**Item History:**

None.

**Executive Summary:**

MGS Hospitality LLC, d/b/a 501 Local, desires to open a restaurant at 501 Chestnut Street. 501 Local is a full-service restaurant that sells and serves alcoholic beverages complementary to the sale and service of meals for consumption on the premises. 501 Local also has a counter area where food and liquor will be served. 501 Local has applied for a Class A-1 liquor license.

A Class A-1 liquor license authorizes the retail sale and service of alcoholic beverages by restaurants, when such service is incidental and complementary to the service of meals for consumption only on the premises where sold; however, patrons may be served alcoholic beverages while waiting to be seated when no tables are available. The Class A-1 license shall additionally authorize the service of food or liquor at a counter, bar or waiting area, subject to certain conditions.

If approved, Resolution No. R-16-2020 will grant the requested liquor license, subject to the following conditions: (i) completion of the liquor license application background investigation by the police department; (ii) final inspection and approval of the premises; (iii) issuance of a certificate of occupancy for the premises. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

**Recommendation:**

Consider adopting Resolution No. R-16-2020, Approving and Authorizing a Class A-1 Liquor License for MGS Hospitality, LLC (501 Chestnut St).

**Attachments:**

Resolution No. R-16-2020

**A RESOLUTION APPROVING AND AUTHORIZING A CLASS A-1  
LIQUOR LICENSE FOR MGS HOSPITALITY, LLC  
(501 Chestnut Street)**

**WHEREAS**, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, MGS Hospitality, LLC (“*Applicant*”) is the lessee of the property commonly known as 501 Chestnut Street in the Village (“*Property*”); and

**WHEREAS**, the Applicant desires to operate a full service restaurant on the Property known as 501 Local (“*Business*”); and

**WHEREAS**, pursuant to Section 5.09.100 of the Winnetka Village Code, in January of 2020, the Applicant submitted an application to the Village for a Class A-1 liquor license (“*Liquor License*”) for the Business; and

**WHEREAS**, the Council of the Village of Winnetka (“*Village Council*”) has determined that it is in the best interest of the Village to approve and authorize the issuance of the Liquor License to the Applicant for the Business;

**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 AND AUTHORIZATION OF LIQUOR LICENSE.** The Village Council hereby approves and authorizes the issuance of the Liquor License to the Applicant for the Business.

**SECTION 3: AMENDMENT TO AUTHORIZED LIQUOR LICENSES.** Pursuant to Section 5.09.030 of the Village Code, the Village Council hereby amends the Appendix to Winnetka Village Code Chapter 5.09 to read as set forth in **Exhibit A** attached to and, by this reference, made a part of this Resolution.

**SECTION 4: EFFECTIVE DATE.** This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of final inspection of the Business by the Village Chief of Police, or his designee;

- C. Completion of a criminal background check of the Applicant by the Village Chief of Police, or his designee; and
- D. Issuance of a certificate of occupancy for the Property.

**ADOPTED** this 18th day February, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**

**APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09**

**Authorized Liquor Licenses**

<b>Classification</b>	<b>Issued</b>	<b>Licensee</b>
A	3	Kyoto Sushi Plus Little Lan's Café Aroma
A-1	<del>89</del>	Avli Restaurant Little Ricky's Bad Dog House, LLC (Stacked and Folded) Fred's Garage, LLC Mino's, LLC Paradise Food Italia, LLC (Tocco) FFMM, Inc. (George Trois & Aboyer) Wild Thing, LLC (Spirit Elephant) <b><u>MGS Hospitality, LLC (501 Local)</u></b>
A-2	1	Grateful Bites Pizza Shoppe, LLC
A-3	0	
A-4	0	
A-5	0	
B	3	Grand Food Center A1 Koh Enterprise Global, LLC (Lakeside Foods) Walgreens #21150
C	Unlimited	Issued on an event-by-event basis
D	2	Good Grapes Albatross Wine Company, LLC
E	0	
E-1	0	
E-2	1	Good Grapes
F	0	
P	1	Winnetka Park District
Y	1	Boutique Bites
Wine Station Rider	0	

[Deleted language is struck through; **inserted language is double underlined.**]



## Agenda Item Executive Summary

**Title:** Resolution No. R-17-2020: Parkway Tree Pruning, Removal, Maintenance, and Restoration Contract (Adoption)

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

**Agenda Date:** 02/18/20

**Consent:**  YES  NO

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

### Item History:

The Village maintains approximately 11,300 trees on public parkways and Village-owned properties. The 2020 Budget contains \$235,000 in account 100.30.26-545 for pruning and maintenance of these trees.

This work is performed by contractual resources, under the direction of the Village Forester and Assistant Village Forester. On January 30, 2020, pursuant to a competitive bidding process, Village staff opened bids for parkway tree pruning, tree and stump removal, maintenance, and an alternative for restoration work. Four bidders responded to the Village's request for bids with submissions.

### Executive Summary:

The Village's bid request was structured to solicit pricing for four categories of work including an alternative: 1) Tree and Stump Removal; 2) Parkway Tree Pruning; 3) Emergency Work (performed on a time-and-material basis); and 4) an alternative bid for Restoration Work.

The bidding documents were structured to allow the Village to award each section of work to a separate contractor, or to combine awards in whichever way serves the best interest of the Village. The bidding documents are structured to solicit pricing on a unit cost basis, based on groupings of trees by diameter. Bids were evaluated based on estimated quantities of work to be performed. The estimated quantities were derived from the typical annual amount of work performed, using past data. Bid results for each work category are summarized below, and more fully detailed on the attached Bid Tabulation:

#### Tree and Stump Removal

The lowest price for tree and stump removal of \$69,440 was provided by Advanced Tree Care, and the second lowest price for this work was \$76,050 which was submitted by Nels Johnson Tree Experts.

#### Parkway Tree Pruning

The lowest price for tree pruning of \$73,900 was submitted by Advanced Tree Care, and the second lowest price of \$91,350 was submitted by Landscape Concepts.

#### Emergency Work

Nels Johnson Tree Experts provided the lowest prices per crew-hour for emergency work, of \$320. Advanced Tree Care submitted the second lowest price of \$335 per crew-hour. For an evaluation quantity of 160 hours, this results in estimated amounts of \$51,200 and \$53,600 for Nels Johnson and Advanced Tree Care, respectively.

#### Restoration Work

An alternative bid item was included in order to receive pricing from contractors to restore locations following the removal of trees and stumps. The lowest price for restoration work was Landscape Concepts in the amount of \$16,500, and the second lowest price of \$24,950 was submitted by Advanced Tree Care.

Staff has evaluated possible bid award combinations to determine which approach might be in the Village's best interests. First, based on providing the lowest hourly rates and a history of flexibility, dependability, and responsiveness, staff recommends that the emergency work be awarded to Nels Johnson Tree Experts at their proposed rates.

**Executive Summary (continued):**

For the remaining work, the lowest total cost to the Village results from selecting the lowest bidder for each work category. This would result in the following; tree and stump removal work to Advanced Tree Care for \$69,440; parkway tree trimming and pruning work to Advanced Tree Care for \$73,900; and restoration work for \$16,500 to Landscape Concepts for a total of \$159,840. Alternative A for restoration work is an add-on service to the tree and stump removal work.

An alternate approach would be to reduce the number of contractors to manage by awarding the tree and stump removal, parkway tree pruning, and restoration work portions of the work to a single contractor. Advanced Tree Care provided the lowest combined bid for these three categories of work, in the combined amount of \$168,290. This is \$8,450 higher than the total cost if the three categories were separately awarded.

Based upon staff experience and bid prices, staff recommends that the parkway tree and stump removal work, parkway tree pruning and restoration work be awarded to Advanced Tree Care. Staff also recommends that the emergency work be awarded to Nels Johnson Tree Experts. Each of the contractors that submitted bids for the different work categories have successfully completed contracts for the Village in the past.

The 2020 Budget contains \$235,000 for parkway tree pruning, maintenance, tree and stump removal and restoration work. The contract bid amounts to a total of \$168,290 for tree pruning, maintenance and removal, and restoration work, using the evaluation quantities. Bids will be awarded based on unit prices, or - in the case of emergency work - hourly rates. This means that contract payments are based not on a lump sum, but on the amount of work performed. Staff will carefully monitor and manage the work under these unit price contracts to assure that budget limits are not exceeded.

**Recommendation:**

Consider adoption of Resolution No. R-17-2020 awarding contracts for Parkway Tree and Stump Removal, Parkway Tree Pruning, and Restoration Work to Advanced Tree Care and for Emergency Time & Material Work to Nels Johnson Tree Experts, pursuant to bid request RFB #020-001.

**Attachments:**

Resolution No. R-17-2020  
Bid Tabulation

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

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

**WHEREAS**, the Village has appropriated funds for the procurement of the following work related to trees located on Village parkways: (i) tree and stump removal (“*Removal Work*”); (ii) parkway tree trimming and pruning (“*Trimming Work*”); (iii) restoration work (“*Restoration Work*”) (the Removal Work, Trimming Work, and Restoration Work are, collectively, “*Non-Emergency Work*”); and (iv) emergency work (“*Emergency Work*”) (the Non-Emergency Work and Emergency Work are, collectively, “*Work*”); and

**WHEREAS**, the terms of the Village’s request for bids permits, but does not require, the Village to split the award of the Work into multiple contracts for the various components of the Work; and

**WHEREAS**, on January 2, 2020, the Village requested bids for the performance of the Work; and

**WHEREAS**, the Village received four bids for the Work and opened the bids on January 30, 2020; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that: (i) Advanced Tree Care, Inc. (“*Advanced*”) is the lowest responsible bidder for the Non-Emergency Work; and (ii) Nels J. Johnson Tree Experts, Inc. (“*Johnson*”), is the lowest responsible bidder for the Emergency Work; and

**WHEREAS**, the Village Council desires to enter into: (i) a contract with Advanced for the performance of the Non-Emergency Work in an amount not to exceed \$168,290 (“*Advanced Contract*”); (ii) a contract with Johnson for the performance of the Emergency Work at the rate of \$320.00 per hour per crew (“*Johnson Contract*”) (collectively, “*Contracts*”); and

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

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

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

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

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

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

**ADOPTED** this 18th day of February, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

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

**VILLAGE OF WINNETKA  
CONTRACT FOR  
TREE PRUNING, TREE REMOVAL AND DISPOSAL OF DEBRIS**

Contract Number: [ *RFB #020-001* ]

**VILLAGE OF WINNETKA  
CONTRACT FOR  
TREE PRUNING, TREE REMOVAL AND DISPOSAL OF DEBRIS**

Contract Number: [ *RFB #020-001* ]

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**Contractor’s Certification**

**Attachment A:** Specifications

**Attachment B:** Tree Diameter Sizing Chart

**VILLAGE OF WINNETKA  
CONTRACT FOR  
TREE PRUNING, TREE REMOVAL AND DESPOSAL OF DEBRIS**

Contract Number: [ *RFB #020-001* ]

In consideration of the mutual promises set forth below, the *Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, an Illinois municipal corporation (“*Owner*”), and [*name and address of successful bidder*], a [*form of organization*] (“*Contractor*”), make this Contract as of \_\_\_\_\_, 20\_\_\_\_, (the “*Effective Date*”) and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the Photographs identified in the list attached hereto as Attachment C.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

## **1.2 Commencement and Completion Dates**

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

## **1.3 Required Submittals**

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

B. Number and Format. Contractor must provide *three* complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2” x 11”.

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

pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

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

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

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

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

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

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

representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the Documents/Drawings identified in Attachment C.

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

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

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

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

#### **1.8 Time**

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

**1.9 Safety at the Work Site**

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

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

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

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

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

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

## **1.12 Subcontractors and Suppliers**

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

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

## **1.13 Simultaneous Work By Others**

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

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

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

## **ARTICLE II: CHANGES AND DELAYS**

### **2.1 Changes**

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

### **2.2 Delays**

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

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

## **ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

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

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

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

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

### **3.2 Warranty of Work**

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said

warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

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

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

## **ARTICLE IV: FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

### **4.3 Indemnification**

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

## **ARTICLE V: PAYMENT**

### **5.1 Contract Price**

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

### **5.2 Taxes and Benefits**

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

### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

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

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

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

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

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

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

#### **5.5 Liens**

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## **ARTICLE VI: DISPUTES AND REMEDIES**

### **6.1 Dispute Resolution Procedure**

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

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

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

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

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

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

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

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

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

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

### **ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

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

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

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

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

#### **7.4 Assignment**

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

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

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

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Holland & Knight LLP
Winnetka, IL 60093	150 N. Riverside Plaza, Suite 2700
Attention: <u>Village Manager</u>	Chicago, Illinois 60606
	Attention: <u>Village Attorney, Winnetka</u>

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

<u>[name of successful bidder]</u>	<u>with a copy to:</u>
<u>[address of successful bidder]</u>	_____
_____	_____

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

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

**7.9 Governing Laws**

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

## **7.10 Changes in Laws**

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

## **7.11 Compliance with Laws**

A. **Compliance Required.** Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. **Liability for Fines, 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, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. **Prevailing Wage Act.** Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), 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 (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, 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 (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

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

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

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

#### **7.13 Time**

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

#### **7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

**Village of Winnetka**

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

***[name of contractor]***

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

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

SS

CONTRACTOR’S CERTIFICATION

*[contractor’s executing officer]*, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: \_\_\_\_\_, 20\_\_.

*[name of contractor]*

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

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

(SEAL)

**VILLAGE OF WINNETKA  
CONTRACT FOR  
TREE PRUNING, TREE REMOVAL AND DISPOSAL OF DEBRIS**

**ATTACHMENT A**

**SPECIFICATIONS**

**SECTION 1: SCOPE OF WORK**

The contractor shall obtain and pay for all required permits. The Contractor shall be responsible for the cleaning up of the job site and he shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The Contractor shall perform all work to the complete satisfaction of the Village and in accordance with all municipal, county, state and other laws, ordinances or regulations applicable to such work. All work shall be performed in accordance with the industry practices and standards established for such work.

The Contractor's personnel shall at all times present a neat and workmanlike appearance and all work shall be done and all complaints handled by the Contractors with due regard to the Village of Winnetka's public relations.

The Contractor agrees that complaints of any nature shall receive immediate attention and that he shall make all efforts to effect a proper adjustment. All complaints and the actions taken by the Contractor, in connection with such complaints, shall be reported to the Village. It is understood that the Contractor does not represent the Village of Winnetka and has no authority to obligate the Village of Winnetka for any payment or benefit of any kind to any person.

The Contractor shall keep the necessary guards and protective devices at work locations to prevent accidents to the public or damage to property.

The Contractor shall perform the work under this contract during normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, except Holidays, unless otherwise authorized by the Village. The Contractor shall commence work after January 1, 2020. The Contract shall remain in force until December 31, 2022, at which point it will be finale. The contractor(s) may request an increase in pricing in each year after 2020. The requested increase shall not be higher than the United States Consumer Price Index for the year the request is made. The Village and contractor(s) may agree to extend this contract into the next fiscal year 2023 and 2024 if mutually acceptable to both parties.

## **SECTION 2: ASSIGNMENT AND SUBCONTRACTING OF WORK**

Work shall neither be assigned nor subcontracted in whole or in part by the Contractor without the Village's prior written consent. Although approved by the Village, the Contractor shall be solely responsible for the direction and performance of the subcontractors who shall further be under all the conditions and provisions within these documents.

## **SECTION 3: LOCATION**

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

## **SECTION 4: PERIODIC INSPECTION**

The Contractor shall notify the office of the Village Forester on the morning of any workday giving the location of that day's work. The Village Forester or his representative will periodically inspect the Work and will be available should any problems arise.

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

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

## **SECTION 5: BIDDER'S QUALIFICATIONS**

A bidder shall be required to furnish evidence satisfactory to the Village of Winnetka (sometimes referred to as the "Owner" or the "Village") that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner. The bidder must be a member of the Tree Care Industry Association (TCIA) at the time of bid opening. At least one individual on each crew must hold the "Certified Arborist" or "Certified Tree Worker" designation from the International Society of Arboriculture prior to bid opening.

It shall be required that each bidder furnish to the Village of Winnetka, as part of his bid, the names of three different municipal clients for which the bidder has performed tree removal and pruning operations under contract for not less than \$25,000.00 per contract. The bidder shall list the name of the client, address, phone number, and contact person, the dollar amount of the

contract, volume and diameter of the trees removed. The contracts must have been completed in the last three years. A form is attached hereto in Section 3.10 for this purpose.

**A. REPORTING:** The Contractor shall keep daily records of work completed on forms furnished by the Village or forms acceptable by the Village and all other reports it may deem necessary. The Contractor's records will be turned into the Village Forester's Office following the completion of the work and with the appropriate corresponding statement in the format designated by the Village Forester.

**B. PUBLIC RELATIONS:** The Contractor shall maintain good public relations at all times.

**C. EQUIPMENT:** Under no circumstances shall any motorized vehicles be permitted to be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract without the direct permission of the Village Forester.

**D. PARKING:** No off-street parking for equipment will be provided for by the Village on any of the Village's public properties, except as may be designated by the Village Forester.

## **SECTION 6: CLEANUP AND REMOVAL REQUIREMENTS**

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

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

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

**C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY:** Any damage of private or public property as the result of the Contractor's operation shall be repaired immediately at the Contractor's expense. The Contractor shall report all damage done to sidewalks, driveways, curbs, streets, fire hydrants, buffalo boxes, street and traffic signs, light standards, fences or other structures, lawns or other private or public trees to the Village. Should the repair work not be instituted soon enough, or satisfactory in the opinion of the Village Forester or the Village of Winnetka, the Village reserves the right to make the necessary repairs and deducts these costs from any monies due the Contractor.

**D. UTILITIES:** The Contractor shall, prior to tree removal, be responsible for notifying J.U.L.I.E. (Joint Utility Locating Information for Excavators) so as to locate and mark any underground utility lines in the excavation area.

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

## **SECTION 6: BID SPECIFICATIONS FOR TREE AND STUMP REMOVAL**

**A. TREES TO BE REMOVED:** The Contractor shall receive from the Village, lists giving the address, and diameter of the trees to be removed. Trees shall only be removed upon orders of the Village Forester or his authorized representative.

Trees marked for removals that extend over and/or through power and/or telephone wires may require topping from a certified line clearance contractor or only wire insulation by the Village Electric Department. The Village will perform all necessary work so that final removal of these trees will not be delayed. It will be the Contractor's responsibility to notify the responsible utility company and make arrangements with the utility company for the topping of these trees, so that final removal of these trees will not be delayed.

The Village will pay on a per-inch basis only for all tree removals unless if emergency or storm damaged related and specified by Village Forester.

**B. TREE REMOVAL:** The Contractor shall remove, load and haul the tree within twenty-one (21) days of receiving notification of the tree and location by the Village. The Contractor shall remove all debris resulting from tree removal. It shall be necessary to rake and sweep the area after the tree has been felled, cut-up and removed. All removals other than diseased elm trees will occur within twenty-one (21) days after receiving notification of the tree and location from the Village. The Contractor shall remove all dead, dangerous and diseased Dutch Elm trees within 14 days of notification. Such transmittal of notification shall be made by fax, email or Village work order.

The Contractor shall not engage in from the practice of "flopping" the tree. All trees shall be "limbed out" prior to the final cutting of the trunk. Sidewalks, curbs, streets, manhole covers and meter pits shall always be protected from the impact of falling wood by the use of tree or limb ground supports. The stump left from removing the tree shall not exceed a height of five inches above ground.

The Village will not furnish storage or disposal sites for any debris unless agreed upon. In case of storm or emergency situations outside the removal allowance period, the Village may allow temporary storage of tree debris materials.

**C. STUMP REMOVAL:** Stumps and buttress roots shall be ground to a depth of not less than eight inches or as designated by the Village Forester below the elevation of the sub grade, the finished earth surface or the ground-line. Stump debris shall be neatly piled near the stump hole. It will be required that all lawns, walks, driveways and streets be raked and swept.

Stump removal operations will be required to commence within 21 days after the tree has been removed or when 14 stumps have accumulated or as directed by the Village Forester, whichever comes first. When stump removal has started, all accumulated stumps must be removed within three days. Stump sizes will be based on DBH (Diameter at Breast Height) and paid per inch basis as with tree removal itself.

**D. RESTORATION (ALTERNATE A):** Within seventy-two (72) hours after grinding the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the site and complete the backfilling operation at the same time. Backfilling shall coincide with the removal of the grinding debris.

Disposal of grinding debris generated by work described in this Agreement shall be the responsibility of the Contractor. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk and private property to eliminate hazards to the motoring public and pedestrians.

The Contractor shall backfill each tree removal site unless otherwise specified by the Village. Areas where stumps have been removed, and areas disturbed by the removal operation, shall be back-filled with pulverized black soil (topsoil), free of debris, clods and stones, and excavated to the level of the existing grade as determined by the Village.

The level of grade shall be recognized as a line between the back of curb and the top of the sidewalk or the existing grade and generally will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions.

The Contractor shall supply his own topsoil which has received the prior approval of the Village. The topsoil shall be properly leveled and compacted so as to ensure a minimum amount of settlement of the back-fill material. In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety and the Village shall be notified. Grindings (woodchips) and debris shall not be used as backfill material.

**D. CONTROL AND PROTECTION TRAFFIC:**

1. The Contractor shall be responsible for furnishing, installation, maintenance, replacement, relocation, and removal of all traffic control devices used for the purpose of regulating, warning or directing traffic as necessary to safely and legally perform the work under this contract. The traffic control and protection shall be in accordance with the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

2. The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum. The Contractor shall, at all times, comply with the requirements and specifications of the Village of Winnetka regarding specific traffic control and protection requirements.
3. Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, canalizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.
4. The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricades placement at all times. The Contractor shall remove, cover, or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns during the transition from one state of work to another.
5. The Contractor shall ensure that all traffic control devices installed by him are operational, functional, and effective during the course of the work.
6. The Contractor shall provide a telephone number where a responsible individual can be contacted during normal business hours to receive notification of any deficiencies regarding traffic control protection. The Contractor shall dispatch men, materials and equipment to correct any such deficiencies if requested by the Village. The Contractor shall respond to any call from the Village concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

## **SECTION 7: BID SPECIFICATIONS FOR TREE PRUNING**

**A. PRUNING STANDARDS:** Pruning will be done in accordance with the revised Best Management Practices for Tree Pruning, as set forth by the International Society of Arboriculture and the American National Standards Institute ANSI A300 (Part 1) – 2017 Pruning standard and in the manner satisfactory to the Village Forester.

**B. TREE PRUNING:** Removal of dead, dying, diseased, interfering, structurally deficient and weak branches as specified as crown cleaning. Removing all dead limbs measuring 1” diameter or greater during crown cleaning.

Crown thinning, raising, reduction and restoration shall consist of the removal of the described branches on the main trunks and limbs inside the leaf area and any that extends beyond this area. The described branches to 1” (2.5 cm) diameter may remain within the main leaf area to their full length.

This work must be accomplished with the following specifications:

Prior to scheduled parkway tree pruning, the Contractor or Village representative shall distribute to each home, a letter explaining the pruning operations. Distribution will occur no less than the day before the work is to be performed. The Village will supply an exhibit of these letters.

All cuts to be made at the branch collar close to the parent stem so minimal size-pruning cuts are exposed and to facilitate proper wound closure. No flush cuts shall be made.

All limbs one inch or more in diameter must be undercut to prevent splitting and unnecessary wounding to the parent stem. All limbs four inches or more in diameter may need to be lowered to the ground by using proper ropes.

Remove one or all crossovers or conflicting branches where practicable so the removal will not leave large holes in general outline of the tree.

Remove limbs over public and private areas that interfere with vehicle and/or pedestrian travel as directed by the Village Forester. Provide clearance of 18 feet over traffic lanes and 10 feet over sidewalks. Also, remove all broken branches and stubs. Remove limbs hanging within 5 feet over the roof of a house or other smaller private or public trees. If parkway trees are near public or private overhead utility wires, the Village will not be responsible to pay costs due to additional time and work to prune near wires. Reduce to provide 4 feet clearance to buildings.

The painting of all pruning cuts shall be the exception to the ANSI 300 Standards and shall not be applied unless deemed necessary by the Village Forester. If paint is needed, an approved tree wound dressing may be used and may only be applied to the pruning cut on the tree itself.

Pruning of parkway trees American Elm (*Ulmus americana*) and Oak (*Quercus* sp.) trees will not be permitted May 1 through September 1st of each contract years. If emergency- pruning work is needed outside this time period, all pruning cuts will be required to be painted.

When pruning of a tree has been completed, the area beneath the tree shall be raked and the pruning debris shall be removed from the area at the end of each day's operation. Care will be required so that no damage is caused to other trees, shrubs or lawns during pruning operations. If weather conditions prevent thorough cleaning such as deep snow the contractor will be responsible to return and complete the raking at the proper time and at no additional charge to Village.

Under no circumstances shall any person working on pruning trees be permitted to wear or use climbing spurs.

On trees that are diseased, tools are to be disinfected with alcohol after each cut and between trees, where there is danger of transmitting the disease on tools.

All visible girdling roots, where practicable, should be cut at both ends and removed without injury to the bark, remaining root or parent stems. All girdling roots should be reported to the Village Forester before removal.

Any structurally weakened or decayed tree trunk or limbs and split crotches or limbs shall be reported to the Village Forester. Any insect infestation such as Gypsy Moth (egg masses, caterpillars, etc.), Emerald Ash Borer (D-shaped holes, galleries, etc.) or other destructive insects shall be reported to the Village Forester.

#### **SECTION 8: EMERGENCY WORK OR TIME AND MATERIAL**

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

The Village reserves the right in its best interest, to utilize more than one (1) contractor to perform the time and material section of this bid. Crew(s) size shall consist of maximum 1-foreman / crew leader, 1-2 trimmers and 1-2 ground man personnel unless otherwise authorized by Village Forester.

#### **SECTION 9: BOLTING AND CABLING**

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

**VILLAGE OF WINNETKA  
TREE PRUNING, TREE REMOVAL AND DISPOSAL OF DEBRIS  
CONTRACT**

**ATTACHMENT B**

**TREE DIAMETER SIZING CHART**



# Bid Tabulation

## 2020-2022 Tree Pruning, Tree Removal, and Disposal of Debris Bids

### Parkway Tree (Stump) Removal (price per inch)

	Est.	<u>Advanced</u>	<u>Clean Cut</u>	<u>Landscape Concepts</u>	<u>Nels Johnson</u>
Tree Size	Qty.				
0-8"	600	\$8.00(\$2.30)	\$9.00(\$7.00)	\$8.25(\$4.50)	\$7.50(\$3.00)
9"-16"	1000	\$12.00(\$2.30)	\$14.00(\$7.00)	\$9.00(\$4.50)	\$12.75(\$3.00)
17"-24"	1200	\$15.00(\$2.30)	\$18.00(\$7.00)	\$14.75(\$5.25)	\$16.00(\$3.00)
25"-36"	900	\$19.00(\$3.00)	\$24.00(\$7.00)	\$26.50(\$5.75)	\$22.00(\$3.00)
>37"	300	\$25.00(\$3.00)	\$28.00(\$7.00)	\$30.50(\$6.75)	\$26.00(\$3.00)
Total		\$69,440.00	\$99,000.00	\$85,350.00	\$76,050.00

### Restoration (Alternate A)

	Est.	<u>Advanced</u>	<u>Clean Cut</u>	<u>Landscape Concepts</u>	<u>Nels Johnson</u>
Tree Size	Qty.				
0-8"	600	\$5.00	\$8.00	\$3.50	NB
9"-16"	1000	\$5.00	\$8.00	\$3.75	NB
17"-24"	1200	\$7.00	\$8.00	\$4.25	NB
25"-36"	900	\$7.00	\$8.00	\$4.50	NB
>37"	300	\$7.50	\$8.00	\$5.00	NB
Total		\$24,950.00	\$32,000.00	\$16,500.00	
Rem+Res		\$94,390.00	\$131,000.00	\$101,850.00	

### Parkway Tree Pruning (price per tree)

	Est.	<u>Advanced</u>	<u>Clean Cut</u>	<u>Landscape Concepts</u>	<u>Nels Johnson</u>
Tree Size	Qty.				
0-8"	300	\$12.00	\$36.00	\$30.00	\$11.75
9"-16"	600	\$23.00	\$76.00	\$40.00	\$37.50
17"-24"	600	\$50.00	\$144.00	\$56.00	\$56.50
25"-36"	300	\$70.00	\$324.00	\$65.00	\$90.00
>37"	50	\$110.00	\$370.00	\$105.00	\$127.50
Total		\$73,900.00	\$258,500.00	\$91,350.00	\$93,300.00

### Tree Time & Material Emergency Work (per hour)

	<u>Advanced</u>	<u>Clean Cut</u>	<u>Landscape Concepts</u>	<u>Nels Johnson</u>
Crewleader	\$95.00	\$100.00	\$70.00	\$70.00
Climber	\$95.00	\$90.00	\$65.00	\$60.00
Groundman	\$85.00	\$75.00	\$52.00	\$55.00
Aerial Truck	\$40.00	\$90.00	\$195.00	\$75.00
Log/Loader Truck	\$105.00	\$200.00	\$195.00	\$60.00
Chipper Truck	\$20.00	\$80.00	\$150.00	\$60.00

Stumper	\$65.00	\$125.00	\$120.00	\$50.00
Pick-up Truck	\$20.00	\$80.00	\$85.00	\$20.00
Other Equipment	\$0-\$350	\$100.00	\$200.00	\$0.00
Crew	\$335.00	\$435.00	\$532.00	\$320.00
All	\$525.00	\$840.00	\$932.00	\$450.00

Crew

- 1 Crewleader
- 1 Climber
- 1 Groundman
- 1 Aerial Truck
- 1 Chipper Truck



## Agenda Item Executive Summary

**Title:** Resolution No. R-18-2020: Purchase of Multi-Purpose Tractor (Adoption)

**Presenter:** James J. Bernahl, Assistant Director of Public Works and Engineering

**Agenda Date:** 02/18/2020

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

**Consent:**  YES  NO

### Item History:

2020 Budgeted Item: \$140,000 in Account 100.30.01-625.

### Executive Summary:

The 2020 Budget contains \$140,000 in Account 100.30.01-625 to replace a multi-purpose tractor which is used for several activities, including snow removal and leaf collection. To ensure the best purchase price, the Public Works Department proposes pricing received via a bid initiated by Sourcewell (formerly known as National Joint Powers Alliance, or NJPA). This is a joint purchasing consortium that solicits goods and services for state and local governments. The Village has used the bidding service of Sourcewell in the past for the purchase of other fleet equipment.

Sourcewell recently solicited bids for the procurement of a "Multi-Purpose Tractor," awarding a multi-year contract to Multihog, Ltd. The price offered as part of the Sourcewell bid for the Multihog CX75 utility tractor with the necessary plow equipment is \$115,550.00.

Staff has evaluated this equipment, including on-site demonstrations, and is satisfied that the unit will meet Village performance and maintenance requirements.

### Recommendation:

Consider adopting Resolution No. R-18-2020 awarding a purchase order to Jet Vac Environmental in the amount of \$115,550.00 for the purchase of one 2020 Multihog CX 75 multi-purpose tractor and accompanying straight- and v-blade plows.

### Attachments:

Resolution no. R-18-2020  
Copy of Sourcewell proposal from Jet Vac Environmental

**A RESOLUTION APPROVING THE PURCHASE  
OF A MULTI-PURCHASE TRACTOR FROM JET VAC ENVIRONEMENTAL**

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

**WHEREAS**, the Village of Winnetka ("**Village**") is a member of Sourcewell ("**Sourcewell**"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

**WHEREAS**, the Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

**WHEREAS**, the Village Public Works Department ("**Department**") has identified the need to replace one multi-purpose tractor with one new 2020 Multihog CX-75 Multi-Purpose Tractor, with straight- and v-plow blades, ("**New Multi-Purpose Tractor**"); and

**WHEREAS**, Sourcewell sought bids for the award of a contract for the purchase of the New Multi-Purpose Tractor ("**Purchase Contract**"); and

**WHEREAS**, Sourcewell secured fixed, per-unit pricing from Multihog, to be implemented through local distributors for the Purchase Contract; and

**WHEREAS**, Multihog's local distributor is Jet Vac Environmental, of Island Lake, Illinois ("**Jet Vac**"); and

**WHEREAS**, Jet Vac has provided pricing for the Purchase Contract of \$115,550.00; 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 purchase the New Multi-Purpose Tractor from Jet Vac, in the amount of \$115,550.00, in accordance with the Purchase Contract;

**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 hereby approves the purchase by the Village of the New Multi-Purpose Tractor from Jet Vac, in the total amount of \$115,550.00, in accordance with the Purchase Contract.

**SECTION 3. AUTHORIZATION TO PURCHASE.** The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Multi-Purpose Tractor from Jet Vac in an amount not to exceed \$115,550.00,

**SECTION 4. EFFECTIVE DATE.** This Resolution will be in full force and effect from and after its passage and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the following roll call vote:

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

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

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

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

Signed

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

Countersigned:

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

Quoted By: **Jet Vac Environmental**

4035 Doheny Dr.  
 Island Lake, IL 60042  
 (847) 526-5671  
[www.jetvacenvironmental.com](http://www.jetvacenvironmental.com)



Quoted To: **VILLAGE OF WINNETKA**

1390 Willow Rd  
 Winnetka, IL 60093  
 Jon Olson  
[jolson@winnetka.org](mailto:jolson@winnetka.org)

Quote # 191220MHW  
 Date: 12/23/2019  
 Expires: 2/23/2020  
 Sales Rep: Ty Malone 815 990-3486

Item #	Qty	Description			
697-1130	1	<b>CX 75 Multi-Purpose Tractor</b> 75 HP (56 KW), Tier 4 final engine Cab heating, air-suspended driver seat and top-mounted road lights Permanent 4 wheel drive with positive drive lock Front 3 point linkage including mechanical adjustment of linkage rotation and float Joystick with front linkage lift function including float and a second double acting (DA) hydraulic function to front 13 pin socket on front 7,716 lbs gross vehicle weight Manually adjustable heated mirrors & rotating beacon Mechanical top link, tipping rear, cab tilt & in-cab PTO control Standard Orange Color	New		
<b>PTO Options</b>					
697-1017	1	<b>PTO Option</b> Front Mechanical PTO 1000 RPM, 1 3/8" , 6 tooth spline shaft (clockwise rotation)	New		
<b>Cooling Fan Options</b>					
697-1013	1	<b>Fan Option</b> Variable pitch reversing fan	New		
<b>Hydraulic Pump Options</b>					
697-1020	1	<b>0-100 L/M (0-26.4 gpm) to front</b>	New		
697-1125	1	<b>100 litre (26.4 gal) tee connection from front to rear</b>	New		
<b>Hydraulic Valve Options</b>					
697-1027	1	<b>2 x DA valves to front (3 x DA total) and 1 x DA valve to rear (1 x DA rear total)</b>	New		
697-1126	1	<b>2 x DA lever valve block</b> - required for hydraulic tipping rear and hydraulic rotation of front linkage	New		
<b>Drive Options</b>					
697-1133	1	<b>Standard Drive</b>	New		
697-1135	1	<b>Permanent 4 wheel drive lock (standard)</b>	New		
<b>Additional Options</b>					
697-1030	1	<b>Hydraulic Tipping Rear</b>	New		
697-1031	1	<b>Hydraulic Rotation with Radial Floatation of Front Linkage</b>	New		
697-1137		<b>Mechanical Top Link</b>	New		
697-1138	1	<b>Mechanical Tilt Cab</b>	New		
697-1051	1	<b>Combined Cab Heating &amp; Air Conditioning</b>	New		
697-1093	1	<b>Standard Seat</b>	New		
697-1097	1	<b>Standard Windshield</b>	New		
697-1076	1	<b>Cab Doors with Opening Windows</b> Set of 2	New		
697-1053	1	<b>Front LED Worklights</b> Set of 2	New		
697-1007	1	<b>Reversing Camera</b> 7" LED Monitor in Cab	New		
697-1035	1	<b>Amber LED Flashng Strobes</b> Set of 4	New		

Tire Options				
697-1206	1	<b>BFG All Terrain LT245/75/16 Tires</b> Set of 4	New	
697-1098	1	<b>Narrow Mudguards</b> Set of 4	New	
<b>Multihog Vehicle Total:</b>				<b>\$102,967.00</b>

Included Attachment Options				
AP 55-1	1	<b>Metec Straight Plow</b> 55" wide	New	\$7,329.00
FAP 50-1	1	<b>Metec Fixed V Plow</b> 50" Wide	New	\$5,254.00
<b>Total For Multihog CX 75 and Above Attachments</b>				<b>\$115,550.00</b>

Additional Attachment Options Not Included in Quoted Price				
FSA-V	1	<b>HI VOLUME VACUUM SWEEPER.</b> 3 BRUSH SWEEPER, MOUNTED ON FRONT CAT I & CAT II 3 POINT MOUNT HITCH. SWEEPER BRUSH TO CENTER OF MACHINE FOR POWERFUL VACUUM CLEAN UP. 3RD BRUSH IS ON SINGLE ACTING HYDRAULIC CYLINDER THAT WILL SWING THE BRUSH OUR FOR FURTHER REACH TO BRUSH AWAY FROM BUILDINGS OR THE CURBSIDE. EACH BRUSH HAS A WATER SPRAYER TO CONTROL THE DUST. WATER SPRAYERS ARE ALSO MOUNTED INSIDE THE DEBRIS CONTAINMENT BOX FOR MAXIMAL DUST CONTROL. OPTION FOR AN EXTRA 20' EXTENSION HOSE THAT CONNECTS TO SIDE OF VACUUM BOX. THIS IS GREAT FOR SUCKING UP TRASH IN AREAS WHERE TRACTOR WONT REACH. GREAT FOR CLEANING UP TRASH ALONG FENCE LINES. HIGH TIPPING DEBRIS CONTAINMENT BOX FOR DUMPING DEBRIS IN COMMERCIAL DUMPSTERS OR THE BACK OF 1 TON DUMP BOX.	New	\$29,598.00
UNA 200	1	<b>BOOM ARM FLAIL MOWER.</b> BOOM ARM MOUNTS TO A 3 POINT LINK ON FRONT OF MULTIHOG, WORKING AREA: RIGHT, LEFT, AND FRONT OF MULTIHOG WORKING REACH 11' FROM CENTER OF THE TRACTOR 3.75' OF SIDE SHIFT (GREAT FOR MANUVERING AROUND OBSTICALS) 3.25 FLAIL MOWER HEAD CUTTING WIDTH *EXTRA WIDE TIRES (697-1015) WITH WIDE FENDERS (697-1100) RECOMMENDED WITH THIS ATTACHMENT. SEE PRICE BELOW	New	\$33,927.00
697-1016 & 697-1100	1	<b>BKT Trac Master</b> 31x15.5x15 tyres with wide mudguards Machine width 1560 mm (61.4")	New	\$2,441.00
CITYCLEANER	1	<b>CITY CLEANER</b> HIGH POWERED PRESSURE WASHER 160 GAL. WATER TANK, 2 HAND REALS W/ 50' HOSE LENGTHS, QUICK FILLING PUMP AND HOSE (ALLOWS YOU TO PULL FRESH WATER FROM A LAKE, OR POND FOR FILLING WATER TANK.) (2) WATER BURNERS SELF CONTAINED DIESEL BURNERS. 2,900 PSI WATER PRESSURE, BURNS FUEL CLEAN, NO BLACK DIESEL SOOT/ SMOKE WHEN BURNERS ARE ON WATER TEMPS CAN HEAT UP TO 300 DEGREE FAHRENHEIT. - KILL WEEDS USING ONLY CLEAN BOILING HOT WATER. (NO PESTICIDES) - CLEANS REMOVES GRAFFITI BUILDINGS OR MONUMENTS - CLEANS AND REMOVES CHEWING GUM FROM SIDEWALKS OR PARK BENCHES FRONT MOUNT 3 POINT LINK SPRAY BAR.	New	\$69,725.00

**Quoted By:** Jet Vac Environmental

**Quoted To:**

**VILLAGE OF WINNETKA**

4035 Doheny Dr.  
Island Lake, IL 60042  
(847) 526-5671  
www.jetvacenvironmental.com

1390 Willow Rd  
Winnetka, IL 60093  
Jon Olson  
jolson@winnetka.org



**Quote #** 191220MHW

**Date:** 12/23/2019

**Expires:** 2/23/2020

**Sales Rep:** Ty Malone 815 990-3486



030619-MUL



One Machine - One Operator - Endless Applications



**TERMS & CONDITIONS:**

- \* Quote is valid for 60 days
- \* Quote is net of any/all applicable Sales Tax
- \* Freight cost is not included: FOB: Island Lake, IL
- \* Requires Signed Customer Approval
- \* Final Invoice will be provided approximately 30 days before delivery
- \* Estimated Delivery: **January 15th**



**CUSTOMER APPROVAL:**

**Company Name:** \_\_\_\_\_ **Sourcewell #:** 30947

**Purchase Order#**

**Delivery Address:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please sign and return to:  
[meagan@jetvacenvironmental.com](mailto:meagan@jetvacenvironmental.com)



## Agenda Item Executive Summary

**Title:** Resolution No. R-19-2020: Approving A Contract With Resco For The Purchase Of Underground Cable (Adoption)

**Presenter:** Brian Keys, Director of Water & Electric

**Agenda Date:** 02/18/2020

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

**Consent:**  YES  NO

### Item History:

None

### Executive Summary:

The Water & Electric Department issued Bid Number 020-003 for the purchase of three sizes of 15kV underground cable. Staff received bids from two vendors: Resco and The Okonite Company. The lowest qualified bid for all cable sizes was submitted by Resco. The distributor quoted cable manufactured by General Cable, which is acceptable to Water & Electric. The bid submitted by The Okonite Company was deemed "Non-Responsive." The vendor took exception to the Indemnification and Penalty provisions of the contract language. Exhibit A contains a bid tabulation and detail on the unit pricing, quantities and shipping length tolerances.

The cost of cable is significantly impacted by the price of metals. Bid prices submitted are indexed to the cost of copper. A base price of \$3.25/lbs. for copper was used for the bid.

Resolution No. R-19-2020 authorizes the Village Manager to purchase 15kV underground cable in an amount not to exceed \$190,544 under a contract with Resco.

The 2020 Electric Fund budget contains \$400,000 (account #500.42.31-660) for the purchase of cable. The Village Council previously approved expenditures of \$76,267 for cable during the current fiscal year.

### Recommendation:

Consider adoption of Resolution No. R-19-2020 approving a contract with Resco for the purchase of 15kV underground cable in an amount not to exceed \$190,544.

### Attachments:

- Resolution No. R-19-2020
  - Contract for 15kV Cable
- Exhibit A: Bid Tabulation and Cable Purchase Detail
- Exhibit B: Clarification of Terms and Conditions dated February 10, 2020

**A RESOLUTION APPROVING A CONTRACT WITH  
THE RURAL ELECTRIC SUPPLY COOPERATIVE (RESCO)  
FOR THE PURCHASE OF UNDERGROUND CABLE**

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

**WHEREAS**, the Village issued Bid #020-003 ("*Request for Bids*") for the purchase of 15kV underground electric cable by the Village Water & Electric Department ("*Cable*"); and

**WHEREAS**, the Village received two bids ("*Bids*") to provide the Cable and opened the Bids on January 28, 2020; and

**WHEREAS**, one of the bidders was not responsive to the Request for Bids because it rejected material terms of the Request for Bids; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Rural Electrical Supply Cooperative ("*RESCO*") is the lowest responsive and responsible bidder to provide the Cable; and

**WHEREAS**, the Village Council desires to enter into a contract with RESCO for the Village to purchase Cable from RESCO in an amount not to exceed \$190,544 ("*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 RESCO;

**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: REJECTION OF BID.** The Village Council hereby rejects the Bid for the Cable received from the Okonite Company in response to the Request for Bids issued by the Village because it was not responsive to the Request for Bid and directs the Village Manager, or his designee, to inform the Okonite Company thereof.

**SECTION 3: APPROVAL OF CONTRACT.** The Village Council hereby approves the Contract with RESCO in a final form approved by the Village Manager.

**SECTION 4: 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 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 18th day of February, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

VILLAGE OF WINNETKA

CONTRACT/BID  
FOR 15kV Cable

Full Name of Bidder:

RESCO  
("Bidder")

Principal Office Address:

2250 Pinehurst Dr. Middleton, WI 53562

Local Office Address:

2250 Pinehurst Dr. Middleton, WI 53562

Contact Name: Michele Whyte Telephone: 608-831-2600

TO: Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093  
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and polices of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid.*** If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
	General Cable	See pricing form in Attachment A.	See Attachment A	\$168,573

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

**See pricing form in Attachment A.**

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

B. Basis for Determining Prices. It is expressly understood and agreed that:

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change;
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment. It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

***Upon delivery and acceptance of item by the Owner.***

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 11-12 weeks ARO, 20    .

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Seller shall and hereby agrees to indemnify, defend and save harmless the Buyer, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Seller, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform hereunder.

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

To induce Owner to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Products. The Products and all of their components will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder 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. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner 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 Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (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.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_

Bidder's Status:  WI Corporation ( ) Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: RESCO

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhnle

Title/Position: ASSIST. Secretary, VPot Admin/CFO

Bidder's Business Address: 2250 Pinehurst Dr. Middleton, WI 53562

Bidder's Business Telephone: ( 608 ) 831-2600 Facsimile: ( 608 ) 831-7294

If a Corporation or Partnership, list all Officers or Partners:

<u>Matt Hoffer, Chairman</u>	<u>Matt Brandrup, President</u>	
<u>Bob Hence, Vice Chair</u>	<u>Jeff Kuhnle, ASST. Sec.</u>	
<u>Dale Jans, Sec./Treas.</u>		

**ATTACHMENT A: SPECIFICATIONS**

**1) SPECIFICATIONS FOR 15 KV CABLE**

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)*	Maximum Reel (ft.)
1.	1/0 A.W.G Copper	1	Full	19	N/A	10,000	4,000
2.	4/0 A.W.G. Copper	3	1/3	19	Triplex	3,500	1,500
3.	350 kcmil Copper	3	1/3	37	Parallel	3,500	1,350

- 1) Compressed stranding, strand filled per ICEA T-31-610.
- 2) Concentric copper neutral.
- 3) 220 mil insulation thickness.
- 4) Ethylene propylene rubber insulation (EPR).
- 5) Jacketed.
- 6) Drawing showing cable construction, tolerances and materials **shall** be submitted with the bid.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 10) Reel coverings as shown below. Cable not shipped as shown will be rejected.  
 Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).  
 Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 11) Tolerance of cable lengths, -5%, +5%.
- 12) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 13) Cutting lengths to be specified as needed.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.  
 Receiving hours: Monday to Friday, 7:30am to 2:30pm.  
 Village of Winnetka Yards  
 1390 Willow Road  
 Winnetka, IL 60093
- 16) Approved cable manufacturers: BICC (General), Okonite, Kerite and Prysmian.
- 17) Copper base price for bids: \$3.25 per pound. Aluminum base price for bids: \$1.15 per pound. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

\*\*\*See attached manufacturer quote. Firm and Adjustable options quoted.

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time
1.	1/0 A.W.G Copper	1	Full	19	N/A	10,000	3.698	11-12 wks
2.	4/0 A.W.G. Copper	3	1/3	19	Triplex	3,500	14.701	11-12 wks
3.	350 kcmil Copper	3	1/3	37	Parallel	3,500	22.897	11-12 wks

Cable will be export packaged       Standard packaging, F.O.B. Winnetka

**NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS WILL BE EVALUATED AND AWARDED ON INDIVIDUAL BASIS. IF THERE IS ADDITIONAL DISCOUNT FOR AWARD OF ALL THREE ITEMS TO COMPANY, PLEASE MAKE NOTATION TO THAT EFFECT.**

MANUFACTURER (15kV CABLE): General Cable

TERMS: .05% 15 Net 30



**Quote**  
**3371842-00**

**MARIE BURKINS**

Utility Sales

Phone - -

Fax - -

Email marie.burkins@prysmiangroup.

**Customer Number** Y10026  
RESCO ELECTRIC UTILITY SUPPLY  
2250 PINEHURST DR  
PO BOX 44430  
MADISON, WI 53744

**Quote Submission Date** 1/22/2020  
**Job Name** VILLAGE OF WINNETKA  
**Contact** MICHELE WHYTE  
**Phone** 608 831 2600  
**Fax** 608 831 7294  
**Email** MWhyte@resco1.com  
**Salesman** AK

**Metal Escalation** Copper 3.25 per 1 LB (AMM-COMEX (DAILY))  
**Prices are adjustable at time of shipment unless noted**

Item	Product	Qty	UOM	In Stock	Unit Price	Price per	Extended Amount
1.00/001	UT.QT.MVE	10,000	FT		3,698.00	1000 FT	36,980.00
	1/0 FC 220E FN PE	4000			<b>Price is Firm</b>		
	<b>Lead Time</b>	11 Weeks Lead Time					
	<b>Product Notes</b>	1/C 1/0 AWG (19W) CPR FILLED CU 0.220" EPR, 133% INSUL. LEVEL, 105C INSULATION DIAMETER: MIN: 0.805" MAX: 0.895" 16X12 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWER®FILL, STRANDFILL® CUSTOMER NAME: VILLAGE OF WINNETKA CUSTOMER SPEC: 15KV CABLE CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649 LENGTH: 4,000FT/1,219M +5%/-5% PACKAGE: NH 66.36.28 (SPECIFIED) LAGGING					
	<b>Shipping Warehouse</b>	DUQUOIN, IL 62832					
	<b>Metal Weight(s)</b>	Copper 656.14 LB per 1000 FT / Total 6,561.38 LB					
	<b>Product Weight</b>	1,077.40 LB per 1000 FT / Total 10,774.00 LB					

2.00/002	UT.QT.MVE	10,000	FT		3,929.00	1000 FT	39,290.00
	1/0 FC 220E FN PE	4000			<b>Price is Adjustable</b>		
	<b>Lead Time</b>	11 Weeks Lead Time					

Quote Expiration Date

**2/5/2020**

**Terms and Conditions to follow on the last page(s). Please note any exceptions or additions**

Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order. Payment terms are subject to credit review and approval. We appreciate the opportunity to earn your business.

Quote Print Date

**1/22/2020**

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**Quote**  
**3371842-00**

**MARIE BURKINS**

Utility Sales

Phone - -

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Email marie.burkins@prysmiangroup.

Item	Product	Qty	UOM	In Stock	Unit Price	Price per	Extended Amount	
	<b>Product Notes</b>			1/C 1/0 AWG (19W) CPR FILLED CU 0.220" EPR, 133% INSUL. LEVEL, 105C INSULATION DIAMETER: MIN: 0.805" MAX: 0.895" 16X12 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWR®FILL, STRANDFILL® CUSTOMER NAME: VILLAGE OF WINNETKA CUSTOMER SPEC: 15KV CABLE CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649 LENGTH: 4,000FT/1,219M +5%/-5% PACKAGE: NH 66.36.28 (SPECIFIED) LAGGING				
	<b>Shipping Warehouse</b>			DUQUOIN, IL 62832				
	<b>Metal Weight(s)</b>			Copper 656.14 LB per 1000 FT / Total 6,561.38 LB				
	<b>Product Weight</b>			1,077.40 LB per 1000 FT / Total 10,774.00 LB				

3.00/003	UT.QT.MVE	3,500	FT		14,701.00	1000 FT	51,453.50
	4/0 FC 220E RN PE 3X	1300			<b>Price is Firm</b>		
	<b>Lead Time</b>			11 Weeks Lead Time			
	<b>Product Notes</b>			3x1/C T 4/0 AWG (19W) CPR FILLED CU 0.220" EPR, 133% INSUL. LEVEL, 105C INSULATION DIAMETER: MIN: 0.955" MAX: 1.045" 18X14 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWR®FILL, STRANDFILL® CUSTOMER NAME: VILLAGE OF WINNETKA CUSTOMER SPEC: 15KV CABLE CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649 LENGTH: 1,300FT/396M +5%/-5% PACKAGE: NH 84.45.42 (SPECIFIED) LAGGING			
	<b>Shipping Warehouse</b>			DUQUOIN, IL 62832			
	<b>Metal Weight(s)</b>			Copper 2,670.11 LB per 1000 FT / Total 9,345.39 LB			
	<b>Product Weight</b>			4,182.20 LB per 1000 FT / Total 14,637.70 LB			

Quote Expiration Date

**2/5/2020**

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Quote Print Date

**1/22/2020**

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**Quote**  
**3371842-00**

**MARIE BURKINS**

Utility Sales

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Item	Product	Qty	UOM	In Stock	Unit Price	Price per	Extended Amount
4.00/004	UT.QT.MVE 4/0 FC 220E RN PE 3X	3,500	FT	1300	<b>15,846.00</b>	1000 FT	55,461.00
<b>Price is Adjustable</b>							
<b>Lead Time</b>	11 Weeks Lead Time						
<b>Product Notes</b>	3x1/C T 4/0 AWG (19W) CPR FILLED CU 0.220" EPR, 133% INSUL. LEVEL, 105C INSULATION DIAMETER: MIN: 0.955" MAX: 1.045" 18X14 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWR®FILL, STRANDFILL® CUSTOMER NAME: VILLAGE OF WINNETKA CUSTOMER SPEC: 15KV CABLE CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649 LENGTH: 1,300FT/396M +5%/-5% PACKAGE: NH 84.45.42 (SPECIFIED) LAGGING						
<b>Shipping Warehouse</b>	DUQUOIN, IL 62832						
<b>Metal Weight(s)</b>	Copper 2,670.11 LB per 1000 FT / Total 9,345.39 LB						
<b>Product Weight</b>	4,182.20 LB per 1000 FT / Total 14,637.70 LB						

5.00/005	UT.QT.MVE 350 FC 220E RN PE 3P	3,500	FT	1350	22,897.00	1000 FT	80,139.50
<b>Price is Firm</b>							
<b>Lead Time</b>	11 Weeks Lead Time						
<b>Product Notes</b>	3x1/C P 350 KCMIL (37W) CPR FILLED CU 0.220" EPR, 133% INSUL. LEVEL, 105C INSULATION DIAMETER: MIN: 1.115" MAX: 1.200" 18X12 AWG CU CN WIRES 0.050" LLDPE JKT, 3-ERS 15 KV RATED, EMPOWR®FILL, STRANDFILL® CUSTOMER NAME: VILLAGE OF WINNETKA CUSTOMER SPEC: 15KV CABLE CUST PART NO.: NONE INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649 LENGTH: 1,350FT/411M +5%/-5% PACKAGE: NH 84.45.42 (SPECIFIED) LAGGING						
<b>Shipping Warehouse</b>	DUQUOIN, IL 62832						

Quote Expiration Date

**2/5/2020**

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Quote Print Date

**1/22/2020**

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**Quote**  
**3371842-00**

**MARIE BURKINS**

Utility Sales

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Email marie.burkins@prysmiangroup.

Item	Product	Qty UOM In Stock	Unit Price	Price per	Extended Amount
	<b>Metal Weight(s)</b>	Copper 4,358.70 LB per 1000 FT / Total 15,255.45 LB			
	<b>Product Weight</b>	6,314.20 LB per 1000 FT / Total 22,099.70 LB			

6.00/006	UT.QT.MVE	3,500 FT	24,766.00	1000 FT	86,681.00
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350 FC 220E RN PE 3P 1350

Price is Adjustable

**Lead Time** 11 Weeks Lead Time

**Product Notes**  
 3x1/C P 350 KCMIL (37W) CPR FILLED CU  
 0.220" EPR, 133% INSUL. LEVEL, 105C  
 INSULATION DIAMETER: MIN: 1.115" MAX: 1.200"  
 18X12 AWG CU CN WIRES  
 0.050" LLDPE JKT, 3-ERS  
 15 KV RATED, EMPOWR®FILL, STRANDFILL®  
 CUSTOMER NAME: VILLAGE OF WINNETKA  
 CUSTOMER SPEC: 15KV CABLE  
 CUST PART NO.: NONE  
 INDUSTRY SPEC: AEIC CS8-13, ICEA S-94-649  
 LENGTH: 1,350FT/411M +5%/-5%  
 PACKAGE: NH 84.45.42 (SPECIFIED)  
 LAGGING

**Shipping Warehouse** DUQUOIN, IL 62832

**Metal Weight(s)** Copper 4,358.70 LB per 1000 FT / Total 15,255.45 LB

**Product Weight** 6,314.20 LB per 1000 FT / Total 22,099.70 LB

**Quote Comments** Prices are offered both Firm and Adjustable.  
 The bid validity period is 7 days for the firm prices and 14 days on the adjustable prices.  
 Lead-times are subject to confirmation at time of actual order placement.

**Total Metal Weight** Copper 62,324.4 LB

**Shipping Weight** 95,022.8 LB

Quote Expiration Date **2/5/2020**

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Quote Print Date **1/22/2020**

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Quote  
3371842-00

MARIE BURKINS  
Utility Sales  
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**Terms and Conditions**

BUY AMERICA/BUY AMERICAN ACT

ANY MATERIAL REQUIRING BUY AMERICA OR BUY AMERICAN COMPLIANCE MUST BE IDENTIFIED AT THE TIME OF QUOTATION. THE EXACT PROJECT FUNDING TYPE IS REQUIRED TO ENSURE THAT THE MATERIAL BEING OFFERED WILL MEET THE REQUIREMENTS OF THE BUY AMERICA OR BUY AMERICAN PROGRAM SPECIFIC TO YOUR PROJECT. A GENERAL CABLE BUY AMERICA/BUY AMERICAN ACT PROJECT FORM IS TO BE COMPLETED AND RETURNED PRIOR TO RECEIVING A PRICE. FAILURE TO COMPLETE THE FORM AT THE TIME OF QUOTATION COULD INVALIDATE THE PRICE QUOTED AND RISK NOT MEETING THE REQUIRED COMPLIANCE SPECIFIC TO YOUR PROJECT.

ALL PURCHASE ORDERS FOR BUY AMERICA OR BUY AMERICAN COMPLIANT MATERIAL MUST REFERENCE A VALID GENERAL CABLE QUOTE NUMBER.

REJECTION OF LIQUIDATED DAMAGES

ALTHOUGH IT IS THE SELLER'S INTENTION TO MEET THE BUYER'S DELIVERY EXPECTATIONS, THE COMPLEXITIES OF THE MANUFACTURING PROCESS MAKES IT DIFFICULT TO GUARANTEE A DELIVERY DATE IN EVERY INSTANCE.

IF UNFORESEEN DELAYS DO OCCUR, THE SELLER WILL MAKE EVERY REASONABLE EFFORT TO SHORTEN SUCH DELAYS AND LESSEN THE IMPACT ON THE BUYER.

HOWEVER, THE SELLER IS UNABLE TO ACCEPT THE BUYER'S "LIQUIDATED DAMAGE" PROVISIONS AT THIS TIME.

NET 30 DAYS FROM DATE OF INVOICE, PENDING CREDIT APPROVAL UNLESS SUPERSEDED BY A CONTRACT.

U.S. UTILITY STEEL REEL DEPOSIT SCHEDULE AND RETURN POLICY EFFECTIVE SEPTEMBER 4, 2014.

ALL GENERAL CABLE AND FORMER ALCAN CABLE STEEL REELS ARE SUBJECT TO FOLLOWING DEPOSIT SCHEDULE AND RETURN POLICY.

STEEL REEL RETURN & BILLING POLICY (USA)

- 1) TITLE TO RETURNABLE STEEL REELS SHALL REMAIN IN THE NAME OF GENERAL CABLE INDUSTRIES, INC.
- 2) REEL DEPOSITS ARE NOT INCLUDED IN THE SELLING PRICE OF THE CABLE.
- 3) REEL RETURN FREIGHT IS INCLUDED IN THE SELLING PRICE OF THE CABLE, BASED ON FULL TRUCKLOAD QUANTITIES.
- 4) CASH DISCOUNTS AND REBATES DO NOT APPLY TO REEL DEPOSITS.
- 5) DEPOSITS ARE PAYABLE NET 30 DAYS FROM DATE OF MATERIAL SHIPMENT.
- 6) FOR REELS RETURNED AND ARRIVING AT A DESIGNATED GENERAL CABLE LOCATION, IN GOOD AND REUSABLE CONDITION AND WITHIN 365 DAYS FROM THE ORIGINAL DATE OF SHIPMENT, THE DEPOSIT WILL BE REFUNDED LESS ANY APPLICABLE DAMAGE ADJUSTMENT(S), AS OUTLINED BELOW.
- 7) ALL REELS RETURNED AFTER 365 DAYS WILL NOT BE ELIGIBLE FOR DEPOSIT REFUNDS.
- 8) REELS RETURNED WITH NO BAR CODE REEL SERIAL NUMBER LABEL OR AN ILLEGIBLE BAR CODE REEL SERIAL NUMBER LABEL WILL NOT BE ELIGIBLE FOR A DEPOSIT REFUND.
- 9) DEPOSITS WILL INCLUDE ALL APPLICABLE TAXES.
- 10) TITLE TO RETURNABLE STEEL REELS TRANSFERS TO THE ENTITY TO WHICH PAID THE DEPOSIT

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UPON SHIPMENT ON DAY 366 AFTER INITIAL SHIPMENT.

FOR NON-GENERAL CABLE STEEL REELS, PLEASE CONTACT YOUR LOCAL SALES REPRESENTATIVE.

STEEL REEL DEPOSIT SCHEDULE - (ALL PRODUCTS)

REEL DESIGNATION*	SIZE	\$\$ DEPOSIT
RM	42	\$800.00
RM	48	\$1,000.00
RM	54	\$1,100.00
RM	60	\$1,200.00
RM	66	\$1,300.00
RM	68	\$1,400.00
RM	72	\$1,500.00
RM	78	\$1,800.00
RMT	84	\$2,100.00
RMT	90	\$2,400.00
RMT	96	\$3,000.00
RMT	108	\$4,000.00
RMT	118	\$7,000.00

\*RM-NEMA CLASS I OR II REEL WITH FLAT BAR TIRE.

RMT-NEMA CLASS I OR II REEL WITH AN I-BEAM TIRE.

REEL RETURN PROCEDURE

THE RETURN OF STEEL REELS IS THE SOLE RESPONSIBILITY OF THE BUYER AND SHALL BE ARRANGED THROUGH GENERAL CABLE.

TO SCHEDULE PICK UP OF RETURNABLE REELS, PLEASE EMAIL: GCREELRETURN@TJR.BIZ OR CALL: 1-800-325-3925

- 1) REELS RETURNED "COLLECT" VIA ANY OTHER CARRIER WILL NOT BE ACCEPTED
- 2) ONLY GENERAL CABLE OWNED REELS SHOULD BE RETURNED TO GENERAL CABLE
- 3) PLEASE USE THE FOLLOWING GUIDELINES FOR FULL TRUCK LOAD QUANTITIES:

- A. 66" AND 68" REELS - 22 PER TRUCKLOAD
- B. 72" REELS - 18 PER TRUCKLOAD
- C. 84" REELS - 12 PER TRUCKLOAD
- D. 90" REELS - 10 PER TRUCKLOAD
- E. 96" REELS - 8 PER TRUCKLOAD

4) ALL RETURNS MUST BE ACCOMPANIED BY A PACKING LIST AND BILL OF LADING.

REEL DAMAGE ADJUSTMENT

REELS RETURNED TO A GENERAL CABLE FACILITY IN OTHER THAN GOOD CONDITION WILL BE ASSESSED THE FOLLOWING CHARGES IN THE FORM OF A DEBIT AGAINST THE REEL DEPOSIT: DEDUCTION:

- PAINTING, MARKING AND/OR DEFACING, AND ROUTINE STRUCTURAL MAINTENANCE - 0-20%
- 1 MINOR DAMAGED FLANGE OR DAMAGED DRUM - 20%
- 1 MAJOR OR 2 MINOR DAMAGE FLANGE OR DAMAGED DRUM- 40%
- 1 MAJOR AND 1 MINOR DRUM OR FLANGE DAMAGED - 60%
- 2 MAJOR DRUM OR FLANGE DAMAGED - 80%
- COMPLETELY DAMAGED - 100%

RIGHT TO OFFSET

GENERAL CABLE SHALL BE ENTITLED, IN ITS SOLE DISCRETION, TO RETAIN AND OFFSET ANY OR

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ALL OF THE CUSTOMER'S REFUNDABLE DEPOSIT(S) AGAINST ANY PAST-DUE AMOUNTS OWED TO GENERAL CABLE BY THE CUSTOMER UNDER THIS POLICY OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

GENERAL CABLE'S U.S. UTILITY QUOTE

TERMS & CONDITIONS

EFFECTIVE: JANUARY 1, 2015

**1. TERMS OF SALE:**

GENERAL CABLE INDUSTRIES, INC. ("GENERAL CABLE") WILL SELL THE GOODS OFFERED BY IT ("GOODS") TO THE PARTY TO WHICH GOODS ARE OFFERED ("BUYER") ON THE TERMS AND CONDITIONS STATED HEREIN AND, TO THE EXTENT NOT IN CONFLICT WITH THE EXPRESS TERMS HEREOF, THE GENERAL CABLE TERMS AND CONDITIONS OF SALE (COLLECTIVELY, THE "TERMS"). ACCEPTANCE BY BUYER, AND EACH OFFER BY GENERAL CABLE, IS EXPRESSLY LIMITED TO THE TERMS. BUYER SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS (AND ONLY SUCH TERMS), NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, ACKNOWLEDGEMENT, OFFER, DOCUMENT OR OTHER COMMUNICATION OF ANY KIND SUBMITTED BY BUYER, UPON BUYER'S PLACEMENT, CONFIRMATION OR ACCEPTANCE OF ANY ORDER OR ACCEPTANCE OR USE OF THE GOODS, WHICHEVER OCCURS FIRST. GENERAL CABLE HEREBY EXPRESSLY OBJECTS TO ANY TERMS SUBMITTED BY BUYER WHICH ARE ADDITIONAL TO, DIFFERENT FROM, OR CONFLICT WITH, THE TERMS. NEITHER THE FAILURE OF GENERAL CABLE TO SEPARATELY OBJECT TO A PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER, NOR THE DEVELOPMENT, MANUFACTURE, PRODUCTION OR SHIPMENT OF THE GOODS SHALL BE DEEMED AN AGREEMENT BY GENERAL CABLE TO ANY TERMS OR CONDITIONS WHICH ARE ADDITIONAL TO, DIFFERENT FROM, OR CONFLICTING WITH, THE TERMS. THE TERMS, TOGETHER WITH SUCH OTHER DOCUMENTS SPECIFICALLY MADE A PART OF GENERAL CABLE'S OFFER, SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES (THE "AGREEMENT"), SHALL SUPERSEDE ALL PREVIOUS UNDERSTANDINGS BETWEEN THE PARTIES WHICH MAY HAVE EXISTED RELATING TO THE GOODS (WITH THE EXCEPTION OF ANY SEPARATELY NEGOTIATED PURCHASE OR SUPPLY AGREEMENT SIGNED BY A REPRESENTATIVE OF GENERAL CABLE PURSUANT TO WHICH THE TRANSACTION IS BEING CONSUMMATED), AND MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

**2. PRICING VALIDITY:**

UNLESS OTHERWISE NOTED ON THE FACE OF THE APPLICABLE PRICE QUOTATION, ANY FIRM PRICING SHALL HAVE 7 DAY VALIDITY AND ANY ADJUSTABLE PRICING SHALL HAVE 14 DAY VALIDITY AFTER THE DATE OF QUOTATION. IF PRICING IS ADJUSTABLE, PRICES WILL ESCALATE OR DE-ESCALATE FOR THE COST OF COPPER AND/OR ALUMINUM TO THE CLOSING OF COMEX COPPER PRICES AND/OR THE MID-WEST U.S. TRANSACTION ALUMINUM PRICE ON THE DATE OF SHIPMENT.

A PURCHASE ORDER OR SOME OTHER ACCEPTABLE WRITTEN CONFIRMATION BY THE BUYER THAT IS RECEIVED AFTER THE AFOREMENTIONED VALIDITY PERIOD MAY SUBJECT THIS PROPOSAL TO ADJUSTMENTS IN PRICE, IN GENERAL CABLE'S DISCRETION.

THE QUOTED PRICES ARE VALID ONLY FOR THE ITEMS AND QUANTITIES OF CABLE SPECIFIED IN THIS QUOTATION. GENERAL CABLE RESERVES THE RIGHT TO APPROVE THE ACCEPTANCE AND, IF NECESSARY, ADJUST THE SELLING PRICES OF AN AWARD THAT VARIES FROM THE QUOTATION IN EITHER THE NUMBER OF ITEMS OR QUANTITIES PER ITEM, AT THE SOLE DISCRETION OF GENERAL

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CABLE.

HEDGED METAL FIRM PRICING:

GENERAL CABLE RESERVES THE RIGHT TO REQUIRE A HEDGED METAL CONTRACT WITH RESPECT TO SPECIFIC FIRM PRICED PURCHASE ORDERS BASED ON THE TIMING OR VALUE OF SUCH ORDERS. IN SUCH CIRCUMSTANCES, IF REQUIRED BY GENERAL CABLE, BUYER WILL BE REQUIRED TO SIGN A "HEDGED METAL PURCHASE AGREEMENT" WHICH IS NON-CANCELABLE AND REQUIRES BUYER TO FINANCIALLY SETTLE ANY DISCREPANCIES IN HEDGED VOLUMES VERSUS ACTUAL RELEASED VOLUMES, AND FOR CHANGES IN THE SCHEDULED MONTHS OF SHIPMENT. CALL YOUR INSIDE SALES REPRESENTATIVE, REGIONAL SALES MANAGER, OR AGENT FOR ADDITIONAL DETAILS.

3. LEAD TIME:

DELIVERY COMMITMENTS ARE BASED UPON THE BEST INFORMATION PRESENT AT THE TIME OF THE QUOTATION AND/OR TIME OF ORDER ENTRY, BUT MAY CHANGE DUE TO CONDITIONS BEYOND GENERAL CABLE'S CONTROL. REQUESTS FOR EXTENDED DELIVERY DATES OR CHANGES IN DELIVERY DATES ARE SUBJECT TO PRICE REVISIONS OR NON-ACCEPTANCE OF THE ORDER BY GENERAL CABLE. AVAILABILITY OF ITEMS QUOTED AS "STOCK" ARE DONE SO ON A "SUBJECT TO PRIOR SALE" BASIS.

4. LENGTHS AND TOLERANCES:

ALL ITEMS ARE QUOTED WITHIN THE TOLERANCES, LIMITS AND SIZES ESTABLISHED BY APPLICABLE INDUSTRY SPECIFICATIONS OR AS SPECIFIED WITHIN THE "PRODUCT NOTES" LISTED ON THE QUOTE. ALL ORDERS FOR CABLE COILS MUST BE MADE IN FULL PALLET QUANTITIES AS NOTED ON THE QUOTE. GENERAL CABLE RESERVES THE RIGHT TO ADJUST THE PRICE FOR ANY CHANGES IN SHIPPING LENGTHS, REEL LENGTH TOLERANCES AND/OR LESS THAN PALLET QUANTITIES, AS APPLICABLE, AT THE TIME OF ORDER.

CUT TO LENGTH REQUESTS ON UTILITY MEDIUM VOLTAGE STOCK MATERIAL MUST BE SPECIFIED IN THE QUOTATION. CUT CHARGES WILL BE INCLUDED IN THE PER FOOT PRICE OF THE CABLE. STANDARD TOLERANCE FOR CUT TO LENGTH MATERIAL IS -0%/+10%, UNLESS OTHERWISE NOTED.

5. SHIPPING:

SHIPPING SHALL BE F.O.B. ORIGIN, FREIGHT PREPAID AND ALLOWED (WHICH COSTS MAY INCLUDE CERTAIN ADMINISTRATIVE AND/OR LOGISTICS CHARGES) FOR SHIPMENTS TO DESIGNATED POINTS SERVED BY COMMON CARRIER. FREIGHT MAY BE PREPAID FOR ALL CONSOLIDATED ORDERS THAT ARE SHIPPED ON A DEDICATED DAY OF THE MONTH, VIA LTL OR VAN UNLESS UNLESS SPECIFIC PRODUCTS REQUIRE A FLATBED DUE TO TO PRODUCT SIZE AND OR WEIGHT, AND TO ONE DESTINATION IN THE CONTINENTAL UNITED STATES. ANY FREIGHT DIFFERENTIAL DUE TO A MORE EXPENSIVE, SPECIFIED ROUTING WILL BE PREPAID AND ADDED TO THE INVOICE. FREIGHT CHARGES ARE PREPAID ON ANY ORDERS OF \$5,000

BUYER WILL BE RESPONSIBLE FOR MATERIAL IDENTIFICATION, COUNT AND VISUAL INSPECTION FOR DAMAGE UPON RECEIPT OF SHIPMENT AT THE NAMED DESTINATION, AND SUCH IDENTIFICATION, COUNT, AND VISUAL INSPECTION SHALL BE PREFORMED WITHIN FORTY-EIGHT (48) HOURS OF DELIVERY.

ALL RISK OF LOSS OR DAMAGE TO THE CABLE, OF WHATEVER CAUSE OR NATURE, SHALL PASS TO BUYER UPON SHIPMENT.

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6. EXPORT COMPLIANCE:

IT IS UNDERSTOOD THAT GENERAL CABLE AND BUYER MAY BE SUBJECT TO UNITED STATES LAWS AND REGULATIONS CONTROLLING THE EXPORT AND RE-EXPORT OF THE GOODS. BUYER SHALL NEITHER EXPORT NOR RE-EXPORT, DIRECTLY OR INDIRECTLY, INCLUDING ANY DISCLOSURE TO FOREIGN NATIONALS, ANY GOODS USED HEREUNDER, OR THE DIRECT PRODUCT THEREOF TO ANY COUNTRY TO WHICH SUCH EXPORT OR RE-EXPORT IS RESTRICTED BY UNITED STATES LAW OR REGULATION (AN "EXPORT RESTRICTION") WITHOUT THE PRIOR ISSUANCE TO BUYER OF AN EXPORT LICENSE OR OTHER PROPER AUTHORIZATION, IF REQUIRED, BY THE APPROPRIATE FEDERAL AGENCY OR ENTITY. GENERAL CABLE MAKES NO REPRESENTATION OR WARRANTY THAT THE REQUIRED LICENSE OR OTHER PROPER AUTHORIZATION SHOULD OR SHALL BE OBTAINED.

7. WARRANTY:

GENERAL CABLE INDUSTRIES, INC'S UTILITY BUSINESS, AS SELLER, WARRANTS SOLELY TO BUYER OR OWENER THAT THE CABLE SOLD HEREUNDER TO BUYER OR OWNER MEETS THE MANUFACTURER'S SPECIFICATION AND IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. THIS WARRANTY WILL BE EFFECTIVE FOR A PERIOD OF THE LESSER OF TWELVE (12) MONTHS FOLLOWING THE DATE OF INSTALLATION OR EIGHTEEN (18) MONTHS FOLLOWING THE DATE OF SHIPMENT OF THE CABLE PRODUCTS PROVIDED THAT THE CABLE (I) IS PROPERLY HANDLED AND STORED; (II) IS UTILIZED FOR A PURPOSE AND IN A MANNER CONSISTENT WITH THE SPECIFICATIONS OF SUCH CABLE; AND (III) IS INSTALLED, SPLICED, TERMINATED, MAINTAINED, REPAIRED AND OPERATED IN ACCORDANCE WITH RECOGNIZED AND ACCEPTED INDUSTRY SPECIFICATIONS AND STANDARDS AND WITH THE MANUFACTURER'S INSTRUCTIONS.

IF, DURING THE WARRANTY PERIOD, SELLER AND BUYER OR OWNER MUTUALLY DETERMINE AND AGREE THAT THE CABLE IS DEFECTIVE IN MATERIAL OR WORKMANSHIP, SELLER'S SOLE LIABILITY AND RESPONSIBILITY WILL BE TO REPAIR OR REPLACE THE PORTION OF THE CABLE WHICH IS AGREED TO BE DEFECTIVE; WITH CREDIT PROVIDED ON A PRO-RATED BASIS DEPENDING ON THE REMAINING PORTION OF THE WARRANTY PERIOD. REPLACEMENT CABLE WILL BE DELIVERED BY SELLER FREE OF CHARGE, FOB DELIVERY POINT SPECIFIED IN THE ORIGINAL CONTRACT.

BUYER OR OWNER WILL BE RESPONSIBLE FOR PROVIDING PROMPT WRITTEN NOTICE OF ANY KNOWN OR SUSPECTED CABLE DEFECT AND SHALL COOPERATE WITH SELLER IN THE INVESTIGATION OF EACH SUCH CLAIM. ANY LENGTH OF CABLE FOR WHICH REPLACEMENT HAS BEEN MADE WILL, AT SELLER'S OPTION, BECOME PROPERTY OF SELLER AND WILL, AT SELLER'S REQUEST, BE RETURNED BY BUYER OR OWNER TO SELLER, FOB SITE.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES INCURRED BY BUYER OR OWNER AND SELLER EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL OR SPECIAL CLAIMS, DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. THIS WARRANTY IS EXCLUSIVE AND LIMITED TO THE EXPRESS TERMS HEREOF AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. STEEL REELS:

IF A STEEL REEL IS NEEDED DUE TO CABLE SIZE OR LENGTH REQUIREMENTS, A DEPOSIT MAY

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APPLY. THE FULL POLICY CAN BE FOUND IN THE REELS MANAGEMENT SECTION OF GENERAL CABLE'S WEBSITE FOR DEPOSIT FEES AND TERMS OF USAGE:

HTTP://WWW.GENERALCABLE.COM/GENERALCABLE/EN-US/  
PRODUCTS/ELECTRICUTILITYCABLES/RESOURCES SERVICES/

**9. PAYMENT TERMS:**

PAYMENT FOR INVOICES IS DUE 100% 30 DAYS AFTER INVOICE DATE. BUYER WILL PAY A SERVICE CHARGE ON ALL OVERDUE AMOUNTS AT A RATE EQUAL TO THE LESSER OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM AMOUNT ALLOWABLE BY APPLICABLE LAW. PRICES QUOTED ARE EXCLUSIVE OF ANY APPLICABLE TAXES, INCLUDING SALES, USE, EXCISE, AND SIMILAR TAXES, WHICH SHALL BE THE RESPONSIBILITY OF THE BUYER.

MINIMUM ORDER QUANTITY IS \$500 USD.

GENERAL CABLE DOES NOT PERMIT OR ACCEPT ANY RETURNS. ALL SALES ARE FINAL.

TO THE EXTENT THAT BUYER HAS PLACED ANY REEL DEPOSITS WITH GENERAL CABLE, GENERAL CABLE SHALL BE ENTITLED, IN ITS SOLE DISCRETION, TO RETAIN AND OFFSET ANY OR ALL OF SUCH DEPOSITS AGAINST ANY PAST-DUE AMOUNTS OWED TO GENERAL CABLE BY BUYER UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

**10. CREDIT:**

GENERAL CABLE MAY ALTER OR SUSPEND CREDIT AND/OR CHANGE CREDIT TERMS WHEN, IN ITS SOLE OPINION, THE FINANCIAL CONDITION OF BUYER WARRANTS SUCH ACTION. IN SUCH CASE, IN ADDITION TO ITS OTHER REMEDIES, GENERAL CABLE MAY: (I) REQUIRE BUYER TO MAKE CASH PAYMENT OR PROVIDE SECURITY ACCEPTABLE TO GENERAL CABLE, IN GENERAL CABLE'S SOLE DISCRETION, BEFORE MAKING SHIPMENT; OR (II) ACCELERATE THE DUE DATE OF PAYMENT BY BUYER. IF SUCH PAYMENT OR SECURITY IS NOT PROVIDED, GENERAL CABLE MAY SUSPEND OR REDUCE SHIPMENT AND STOP GOODS IN TRANSIT TO BUYER. WITHOUT LIMITING THE FOREGOING, BUYER'S FAILURE TO PAY ANY INVOICE WHEN DUE WILL MAKE ALL OTHER UNPAID INVOICES IMMEDIATELY DUE AND PAYABLE AND GENERAL CABLE MAY, AT ITS OPTION, CANCEL THE UNFULFILLED PORTION OF THIS AGREEMENT AND ALL OTHER CONTRACTS AND ORDERS WITH BUYER (INCLUDING OUTSTANDING QUOTATIONS TO BUYER). GENERAL CABLE MAY UTILIZE ANY OR ALL OF THESE REMEDIES IN ANY COMBINATION. GENERAL CABLE'S ACCEPTANCE OF PARTIAL PAYMENT IS NOT A WAIVER OF ANY RIGHT OF GENERAL CABLE. UPON ANY PAYMENT DEFAULT, BUYER AGREES TO PAY GENERAL CABLE ITS COSTS OF COLLECTION, INCLUDING ATTORNEYS' FEES AND COSTS.

**11. FORCE MAJEURE:**

SHOULD GENERAL CABLE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT BE PREVENTED OR DELAYED BY AN ACT OF GOD, WAR, CIVIL INSURRECTION, FIRE, FLOOD, STORM, STRIKES, LOCKOUTS, OR BY ANY LAW, REGULATION, OR ORDER OF ANY FEDERAL, STATE, COUNTY, OR MUNICIPAL AUTHORITY, OR BY ANY OTHER CAUSE BEYOND ITS CONTROL, THEN GENERAL CABLE'S PERFORMANCE UNDER THIS AGREEMENT, TO THE EXTENT IT IS PREVENTED OR DELAYED, SHALL BE EXCUSED, AND THE DATE OF DELIVERY SHALL BE EXTENDED IN PROPORTION TO THE IMPACT OF SUCH FORCE MAJEURE EVENT.

**12. LIMITATION OF LIABILITY:**

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IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. GENERAL CABLE'S LIABILITY ARISING UNDER ANY PURCHASE ORDER WITH BUYER FOR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY GOODS PURCHASED UNDER THESE CONDITIONS (OR FAILURE TO DO ANY OF THE FOREGOING) (INCLUDING LIABILITY ARISING FROM BREACH OF CONTRACT OR FROM TORT, WHETHER OR NOT GENERAL CABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY), IN NO CASE SHALL EXCEED, ON A PER OCCURRENCE BASIS, TEN PERCENT (10%) OF THE TOTAL AMOUNT PAID HEREUNDER FOR THE GOODS INVOLVED IN THE CLAIMED BREACH, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND MISREPRESENTATION) OR NON-PERFORMANCE, OR, IN THE AGREGREGATE, (10%) OF THE TOTAL AMOUNT PAID BY BUYER FOR ALL GOODS HEREUNDER. 13. NON-DISCLOSURE:

DATA, DRAWINGS, SPECIFICATIONS OR OTHER TECHNICAL INFORMATION FURNISHED TO BUYER BY GENERAL CABLE PURSUANT TO THIS AGREEMENT SHALL NOT BECOME THE PROPERTY OF BUYER, SHALL ONLY BE USED BY BUYER IN FULFILLING OBLIGATIONS IMPOSED BY THIS AGREEMENT, SHALL NOT BE DUPLICATED OR DISCLOSED TO OTHERS WITHOUT GENERAL CABLE'S PRIOR CONSENT, AND SHALL NOT BE CONSTRUED AS GRANTING ANY RIGHTS WHATSOEVER UNDER ANY INTELLECTUAL PROPERTY RIGHT OF GENERAL CABLE. AT GENERAL CABLE'S REQUEST, BUYER WILL PROMPTLY RETURN TO GENERAL CABLE OR OTHERWISE DISPOSE OF ALL DRAWINGS, DATA, SPECIFICATIONS OR TECHNICAL INFORMATION WHICH BUYER HAS RECEIVED FROM GENERAL CABLE IN CONNECTION WITH THIS AGREEMENT, INCLUDING DOCUMENTS OR DATA PREPARED BY BUYER USING GENERAL CABLE'S INFORMATION.

14. NON-METAL RAW MATERIAL ESCALATION

STEEL/COMPOUND

GENERAL CABLE SHALL NOTIFY BUYER OF ANY PUBLISHED PRICE INCREASES FROM ITS SUPPLIERS. WHEN SUCH PRICE INCREASES OCCUR, GENERAL CABLE WILL NOTIFY THE BUYER IN ACCORDANCE WITH THE FOREGOING AND CALCULATE NEW PRICING TO TAKE EFFECT ON THE FOLLOWING MONTHS INVOICES.

OTHER RAW MATERIALS AND TRANSPORTATION

IN THE EVENT OF INCREASES IN COST ELEMENTS, EXCLUDING METALS, STEEL AND COMPOUND, GENERAL CABLE AND BUYER AGREE TO NEGOTIATE PRICES DURING THE CONTRACT PERIOD. THESE COSTS INCLUDE RAW MATERIAL & TRANSPORTATION. RAW MATERIAL COSTS INCLUDE, BUT ARE NOT LIMITED TO CHEMICALS, WOODEN REELS, METAL STRAND AND TAPES. GENERAL CABLE WILL PROVIDE NO LESS THAN THIRTY (30) DAYS WRITTEN NOTICE OF EACH PRICE INCREASE AND THE NEW PRICES WILL BE EFFECTIVE ON ALL INVOICES FOLLOWING SUCH THIRTY (30) DAYS NOTICE. ALL NOTIFIED CHANGES WILL BE CONSIDERED ACCEPTED BY BUYER UNLESS BUYER OBJECTS IN WRITING BEFORE THE NEW PRICE EFFECTIVE DATE. IN THE UNLIKELY EVENT THE PARTIES CANNOT AGREE ON A PRICE ADJUSTMENT WITHIN FIFTEEN (15) DAYS AFTER THE EFFECTIVE DATE, GENERAL CABLE MAY ELECT, AT ITS DISCRETION, TO PROCEED WITH PERFORMANCE OF ANY ORDER AT UNADJUSTED PRICES OR TO TERMINATE SUCH ORDER UPON WRITTEN NOTICE TO BUYER. IN THE CASE OF ANY SUCH TERMINATION, BUYER AGREES TO PURCHASE ANY RAW MATERIAL PURCHASED OR PRODUCTS PROCESSED OR MANUFACTURED IN WHO OR PART BY GENERAL CABLE IN RELIANCE ON THE PERTINENT ORDER WHICH CANNOT BE READILY REALLOCATED TO OTHER BUSINESS OF GENERAL CABLE AT THE UNADJUSTED PRICES.

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15. INCORPORATION OF TERMS AND CONDITIONS

THE GENERAL CABLE TERMS AND CONDITION OF SALE, AVAILABLE AT [HTTP://WWW.GENERALCABLE.COM/GENERALCABLE/EN-US /COMPANY/TERMANDCONDITION/](http://www.generalcable.com/generalcable/en-us/company/termcondition/) SHALL BE APPLICABLE TO ALL PURCHASES MADE PURSUANT HERETO, AND ARE EXPRESSLY SET FORTH HEREIN AND THE GENERAL CABLE TERMS AND CONDITIONS OF SALE, THE LANGUAGE SET FORTH HEREIN SHALL CONTROL.

GENERAL CABLE CROSS REFERENCE DISCLAIMER:

WHERE AN EQUIVALENT GENERAL CABLE®, PRYSMIAN PRYSMIAN GENERAL CABLE® OR PRYSMIAN PRODUCT (THE "EQUIVALENT PRODUCT") HAVE BEEN SUGGESTED, PLEASE NOTE THAT THE SUGGESTED EQUIVALENT PRODUCT IS A FUNCTIONAL, AND MAY NOT BE AN EXACT EQUIVALENT OF THE COMPETING MANUFACTURER'S PRODUCT. THE SUGGESTED EQUIVALENT PRODUCT IS BEING OFFERED BASED ON PUBLICLY AVAILABLE PRODUCT INFORMATION PUBLISHED BY THE COMPETING MANUFACTURER. THE FUNCTIONAL EQUIVALENT PRODUCT OFFERED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS A SUBSTITUTE FOR AN INDEPENDENT EVALUATION BY THE END USER. YOU ARE REQUIRED TO INDEPENDENTLY REVIEW AND COMPARE EACH PRODUCT'S SPECIFICATIONS TO BE SURE THAT THE PRODUCT ORDERED IS COMPATIBLE WITH YOUR UNIQUE CABLE REQUIREMENTS. GENERAL CABLE, ITS PARENT, AFFILIATES AND SUBSIDIARIES ("GENERAL CABLE") DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE COMPATIBILITY OF THE EQUIVALENT PRODUCT WITH ANY COMPETING MANUFACTURER'S PRODUCT. GENERAL CABLE DISCLAIMS ALL LIABILITY FOR VARIANCES DUE TO COMPETITOR AND INDUSTRY CONSTRUCTIONAL CHANGES, INCORRECT INFORMATION PUBLISHED BY COMPETITORS, OR ANY AGENCY UPDATES.

Quote Expiration Date **2/5/2020**

**Terms and Conditions to follow on the last page(s). Please note any exceptions or additions**

*Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order. Payment terms are subject to credit review and approval. We appreciate the opportunity to earn your business.*

Quote Print Date **1/22/2020**

Page 12 / 12

## General Information/Terms and Conditions

### Price Policy

- A.
  - 1. All prices and terms are subject to change without notice.
  - 2. All prices are subject to correction of clerical errors.
  - 3. Prices in proposals are for acceptance in 30 days unless otherwise stated.
  - 4. Prices are for shipments of standard package quantities, unless otherwise stated.
- B. All direct shipments from a manufacturer directly to the purchaser are subject to the following conditions:
  - 1. The terms and conditions of sale in effect by the manufacturer are in effect for quotation and/or orders where shipment is to be made or is made directly to the Purchaser.
  - 2. If the Purchaser requires a delay in shipment to facilitate site preparation, transportation, unloading or any other reason, through no fault of the manufacturer or Resco, any extra costs incurred by Resco are to be billed to the Purchaser.

### INITIAL ORDER

New customers, unless satisfactorily rated by the commercial agencies, should supply credit references. This will avoid unnecessary delay in shipment. All new customers shall furnish a completed and signed credit application and also furnish a sales tax exemption certificate.

### C.O.D. SHIPMENTS

To avoid delay in processing initial orders, customers may specify shipment C.O.D. via freight truck, UPS, or Parcel Post.

### CATALOG ACCURACY

While every effort has been made to assure the accuracy of the Resco catalog, we do not guarantee its accuracy and will not be liable or responsible for damage, loss or liability as a result of damage to any property or injury or death of any person arising out of the use of the catalog. Standard package quantities, shipping weights and any other information contained in the catalog, supersede all previous listings, are not guaranteed, and are subject to change without notice.

### TRANSPORTATION

- A. Shipments from stock.  
Delivery is F.O.B. shipping point (Resco warehouse) with freight by the most economical means prepaid and allowed.
- B. Direct shipments from a manufacturer to the Purchaser.  
Whenever shipments made directly to the Purchaser from our material supplier include charges for freight, handling, small order, broken package, etc., these charges will be passed on to the Purchaser. The Purchaser's invoice will include the above charge or charges as a separate charge.

### DELIVERY

Delivery dates are our best estimates from sources available to us on the approximate delivery, and are not a guarantee of a specified date or dates. When approval of drawings or other factors contribute to a delay, the date of shipment shall be extended for a like period of time. All orders are subject to the acceptance of our general office.

### CLAIMS

All packing is done with great care and we cannot be held responsible for loss or damage to material in transit. Claims for loss or damage should be made to the transportation company immediately upon receipt of the shipment. If we are promptly notified, we will lend all possible assistance in securing satisfactory adjustment. Claims for discrepancies, unless made within five days after receipt of material, will not be considered.

### TERMS

Terms are net thirty days from the invoice date to established customers. Cash discounts will be allowed in accordance with the amounts and conditions shown on each invoice. It is our policy to invoice for each shipment, not as buyers' orders are completed, and all orders are accepted on this condition. Resco reserves the right to charge an annual 18% interest rate on amounts more than 10 days past due.

### RETURN MATERIAL

Credit will not be allowed on merchandise returned without our consent. If permission is granted to return merchandise that was correctly shipped as ordered, it should be understood that it is to be returned in original cartons, in good order, that the freight is prepaid to our warehouse and that a restocking charge may be necessary. Our own mistakes will be corrected most willingly and promptly.

### CANCELLATION

Items for shipment from our stock may be cancelled providing no work has been performed to fill the order. If work on shipment has been performed, a cancellation charge of ten percent (10%) will be made to recover handling costs plus applicable transportation costs.

### TAXES

The amount of any tax, which the seller shall be required to pay for the Purchaser, shall be added to the invoice and paid by the Purchaser.

### LIMITED WARRANTY

Merchandise offered for sale by us is warranted only to the actual extent of the original manufacturer's warranty. We make no express or implied warranties, whether of merchantability or fitness or for any particular use, or otherwise (except as to title) other than those expressly set forth above, and in no event do we assume, nor shall we be liable for consequential or special damages, or for installation adjustment or modification expenses whether direct or indirect. No waiver alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Resco.

### DISCLAIMER

Application information is to be used as a reference guide only, not necessarily recommended by manufacturer or Resco. Applications may vary with utilities particular application and operation practices.

**ACCEPTANCE**

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By \_\_\_\_\_

Name: \_\_\_\_\_

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

## Exhibit A

<b>Bid Tabulation: RFB #020-003</b>					
<b>15kV Cable</b>	<b>Okonite <sup>(1)</sup></b>	<b>Resco (General Cable)</b>			
1/c 1/0 copper, jkt. concentric	\$4.750	\$3.929			
3-1/c 4/0 copper, jkt. concentric	\$18.988	\$15.846			
3-1/c 350 kcmil copper, jkt. concentric	\$28.306	\$24.766			
Note (1): Vendor took exception to Indemnification and Penalties provisions in contract.					
<b>Cable Purchase Detail</b>					
<b>15kV Cable</b>	<b>Quantity Required (ft.)</b>	<b>Unit Price (\$/ft.) Per Bid #020-003</b>	<b>Metals Escalation</b>	<b>Shipping Length Tolerance (5%)</b>	<b>Extended Price</b>
1/c 1/0 copper, jkt. concentric	10,000	\$3.93	\$0	\$1,965.00	\$41,265.00
3-1/c 4/0 copper, jkt. concentric	3,500	\$15.85	\$0	\$2,773.75	\$58,248.75
3-1/c 350 kcmil copper, jkt. concentric	3,500	\$24.77	\$0	\$4,334.75	\$91,029.75
				<b>TOTAL:</b>	\$190,543.50
					↓
					<b>\$190,544</b>

## EXHIBIT B

### Brian Keys

---

**From:** Whyte, Michele <MWhyte@resco1.com>  
**Sent:** Monday, February 10, 2020 1:54 PM  
**To:** Brian Keys  
**Cc:** Kuhnle, Jeff S.; Booher, Doug  
**Subject:** External: Bid 020-003 15kv Cable Clarifications  
**Attachments:** Resco Terms and Conditions.pdf

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Brian,

I spoke with RESCO CFO Jeff Kuhnle. He clarified that RESCO's terms and conditions apply to this quotation as well as General Cable's warranty terms (item 7 on page 9/12 of General Cable quotation). All other General Cable standard terms and conditions are between RESCO and General Cable.

General Cable has agreed to ship F.O.B. Destination and has extended the adjustable price validity date to 2/24/20.

Jeff if available on Friday 2/14 if you have additional questions.

Thank you,  
Michele Whyte  
Inside Sales Representative



Rural Electric Supply Coop  
PO Box 44430 | Madison, WI 53744-44430  
2250 Pinehurst Drive | Middleton, WI 53562

Office: 608-831-2600 ext 312 | Direct: 866-924-6064 | Fax: 608-831-7294  
email: [mwhyte@resco1.com](mailto:mwhyte@resco1.com)



## Agenda Item Executive Summary

**Title:** 2019 Landmark Preservation Awards Presentation

**Presenter:** Louise Holland, Chair of the Landmark Preservation Commission

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

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

### Item History:

Every year, the Landmark Preservation Commission accepts nominations for its annual Preservation Awards program and conducts an award presentation at a Village Council meeting.

### Executive Summary:

The Preservation Awards program seeks to honor construction projects in the Village that help preserve the history and character of the village. There are three award categories: restoration, rehabilitation, and new construction. For 2019, there are four award winners for rehabilitation projects and one winner for new construction. Private, commercial, and public properties are eligible to be nominated for an award. Nominations may be submitted by any individual, although they do require the consent of the property owner. To be eligible, the project must have been on the exterior, and been completed within the past five years.

This year the following properties are to be presented awards:

250 Poplar Street (Rehabilitation)  
Owners: Sherri and Eric Zion  
Architect: Thomas Buckley Architecture & Associates  
Design

700 Elm Street (Rehabilitation)  
Owners: Hadley Institute  
Architect: Fitzgerald Architecture Planning

510 Sheridan Road (Rehabilitation)  
Owners: Brian and Margaret Higgins

514 Willow Road (Rehabilitation)  
Owners: Kendra and Matt Thornton  
Architect: Morgante Wilson Architects

824 Boal (New Construction)  
Owners: Steve and Kristin Dimakos  
Architect: Edward Deegan Architects

### Recommendation:

Information only.

### Attachments:

None



## Agenda Item Executive Summary

**Title:** Resolution No. R-11-2020: Waiving Formal Bidding And Approving Agreement with Impact Staffing LLC. for Temporary Staffing Services (Adoption)

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

**Agenda Date:** 02/18/2020

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

**Consent:**  YES  NO

### Item History:

2020 Budgeted Item. \$99,000 - Combined Total Budgeted Amount

- \$45,000 - Streets Division Account 100.30.22-571
- \$22,000 - Sewer Division Account Sewer 540.70.01-567
- \$22,000 - Stormwater Division Account 580.75.01-567
- \$10,000 - Refuse Division Account 560.80.48-584

### Executive Summary:

As part of the approved 2020 Budget, \$99,000 is allocated for temporary staffing services. Public Works Staff has used Impact Staffing LLC. ("Impact Staffing") on an as-needed hourly basis for temporary staffing to supplement Public Works operations across all divisions with general labor staff.

Temporary staffing is used for the following Public Works operations: leaf collection, refuse collection, stormwater/sewer operations, vacancies, special events, special projects, and general labor as needed.

Over the last four years, Public Works has spent an average of \$91,397.59 annually for temporary staffing through Impact Staffing. Impact Staffing has submitted an as-needed hourly proposal for 2020 of \$21.28 to \$24.32 per hour, dependent on the employee. The 2020 agreement would be used on an as-needed basis in the amount not to exceed \$99,000. Public Works has been satisfied with past performance of temporary staff from Impact Staffing.

### Recommendation:

Consider adopting Resolution No. R-11-2020, Waiving Formal Bidding and Approving an An Agreement with Impact Staffing LLC. for Temporary Staffing Services.

### Attachments:

Resolution No. R-11-2020  
Impact Staffing LLC. Proposed 2020 Hourly Rate

**A RESOLUTION WAIVING FORMAL BIDDING AND  
APPROVING AN AGREEMENT WITH  
IMPACT STAFFING, LLC. FOR TEMPORARY PERSONNEL SERVICES**

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

**WHEREAS**, the Public Works Department engages in leaf collection, refuse collection, stormwater and sewer operations, special event services, special projects, and general labor for various tasks (collectively, “*Work*”); and

**WHEREAS**, because the demand for Work fluctuates from time to time, the Village at times lacks sufficient personnel to complete all the Work in the desired time period for doing so; and

**WHEREAS**, to meet demand and to timely complete the Work, the Village has previously retained Impact Staffing, LLC. (“*Contractor*”) to provide supplemental staffing to the Village on a temporary basis to assist the Village in performing the Work (“*Services*”); and

**WHEREAS**, the Village has been satisfied with the Contractor’s Services and now desires to enter into an agreement with the Contractor to provide the Services to the Village through December 31, 2020 for an amount not to exceed \$99,000.00; and

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and to extend the Agreement 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.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

**SECTION 3: APPROVAL OF AGREEMENT.** The Village Council hereby approves the Agreement attached as *Exhibit A* in the total aggregate cost to the Village for the Services to not exceed \$99,000.00.

**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 \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the following roll call vote:

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

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

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

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**AGREEMENT**

## AGREEMENT FOR TEMPORARY PERSONNEL SERVICES

THIS AGREEMENT is entered into this 4 day of February, 2020, by and between THE VILLAGE OF WINNETKA, an Illinois home rule municipal corporation ("**Village**"), and IMPACT STAFFING, LLC. ("**Agency**") (the Village and Agency are collectively referred to as the "**Parties**").

IN CONSIDERATION OF and reliance upon the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Section 1. Recitals.

A. The Village is an Illinois home-rule municipality, which operates a Public Works Department, which requires personnel to engage in leaf collection, refuse collection, stormwater and sewer operations, special event services, special projects, and general labor for various tasks (collectively, "**Work**"). Because the demand for Work fluctuates from time to time, the Village at times lacks sufficient personnel to complete all the Work in the desired time period for doing so.

B. The Agency is in the business of providing supplemental staffing on a temporary basis ("**Services**"). Agency's employees are capable of performing activities such as the Work, and its employees are qualified and have experience sufficient to do the Work.

C. In order to supplement the Village's staffing needs from time-to-time when Work demands are heaviest, the Village seeks to utilize Agency's Services of providing temporary personnel who can assist the Village in performing the Work.

D. The Parties desire to enter into this Agreement to have Agency provide Services to the Village on an as-needed basis to perform Work as directed by the Village, all as more fully set forth in this Agreement.

### Section 2. Retaining Agency.

The Village hereby retains Agency as independent contractor to provide the Services to and on behalf of the Village on an as-needed basis. Agency will provide the Services through personnel having the qualifications requested by the Village (the "**Service Personnel**"). The Agency shall be responsible to ensure that each of its employees assigned to the Village to provide the Services satisfies the specified qualifications, experience level, and education level requested by the Village. The Agency shall have the sole authority to assign and/or remove its employees providing the Services, provided, however, that the Village may request, that the Agency remove or reassign its employees, such request shall not be unreasonably withheld by Agency. The Parties hereto understand and acknowledge that the Agency's employees shall be subject to the Village's day-to-day supervision and take direction from the supervisor designated by the Village ("**Supervisor**").

### Section 3. Payment for Services.

A. Invoices and Payment. Hourly bill rates for all positions shall be negotiated by the Parties on a case by case basis, provided that the rates charged to the Village for Service Personnel shall not exceed the negotiated markup rate of 1.52% or a combined non-overtime

base & markup total of \$27.79 per hour. Agency's Service Personnel will submit a time sheet or an electronic time record for the Village's verification and approval at the end of each week. The Village will be billed weekly for the total hours worked. The Village shall pay the Agency within 30 days after Agency delivers an invoice to the Village detailing the scope of Services covered by such invoice. Legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half (1½) times the normal billing rate. Overtime must be pre-approved by the Village in writing.

B. Records. The Agency shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Agency for Services provided pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

C. Claim In Addition To Agreement Amount.

1. The Agency shall provide written notice to the Village of any claim for additional compensation within 15 days after the occurrence of such action.

2. The Agency acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.C.1 of this Agreement shall not be deemed or interpreted as entitling the Agency to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 5.E of this Agreement.

D. Additional Services. The Agency acknowledges and agrees that the Village shall not be liable for any costs incurred by the Agency in connection with any services provided by the Agency that are outside the scope of this Agreement ("**Additional Services**"), unless such Additional Services are requested in writing or directed by the Village.

E. Taxes, Benefits, and Royalties. Each payment by the Village to the Agency includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, workers' compensation insurance and benefits, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Agency.

**Section 4. Obligations of the Agency.**

A. Agreement Amount. The Agency shall be solely responsible for compensating the Service Personnel. The Agency shall timely pay the wages and related payroll taxes of the Service Personnel from the Agency's own account in accordance with applicable federal and Illinois law and the Agency's standard payroll practices. The Agency shall be responsible for withholding from such wages all applicable taxes and other deductions elected by the Service Personnel. The Agency shall timely forward all deductions to the appropriate recipient as required by law.

B. Workers' Compensation. To the extent required by applicable law, the Agency shall maintain and administer workers' compensation, safety and health programs. The Agency

shall maintain in effect during the term of this Agreement workers' compensation coverage covering all Service Personnel and timely complete and file all required workers' compensation forms and reports. The Parties further agree that the Village shall not be liable to Agency or responsible for any workers' compensation benefits that may be paid to Service Personnel.

C. Employee Benefits. The Agency shall be responsible for providing any employee benefits provided to Service Personnel and acknowledges and agrees the Village shall not have any obligation to provide any Service Personnel with any employment benefits or offer participation in any employee benefit plan to any Service Personnel.

D. Maintenance and Retention of Payroll and Benefit Records. The Agency shall maintain complete records of all wages and benefits paid and personnel actions taken by the Agency in connection with the Service Personnel, shall retain control of such records and make such records available as required by applicable federal, state or local laws and to the Village at the Village's reasonable request.

**Section 5. Guarantee; Warranty; Indemnification.**

A. Guarantee of Satisfaction. If, for any reason, the Village is not satisfied with the Service Personnel assigned to perform the Work by the Agency during the first 8 hours of a Service Personnel's assignment to the Village, the Village may request that the Service Personnel be reassigned.

B. Warranty. The Agency warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence during the term of this Agreement. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

C. Indemnification. The Agency shall, without regard to the availability or unavailability of any insurance, either of the Village or the Agency, indemnify and save harmless the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Agency's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the sole negligence actions of the Village or Village Staff.

**Section 6. Termination of Agreement.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time, in its sole discretion, by providing notice to the Agency. In the event that this Agreement is so terminated, the Agency shall be paid for Services actually performed, if any, prior to termination.

**Section 7. Insurance.** The Agency acknowledges and agrees that the Agency shall, and has a duty to, maintain adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Agency's maintenance of adequate insurance shall not be construed in any way as a limitation on the Agency's liability for losses or damages under this Agreement.

## **Section 8. General Conditions.**

A. **Term.** This Agreement will be in effect from and after the date first stated above to and though December 31, 2020, unless sooner terminated by either: (i) the mutual written agreement of the Parties; or (ii) the Village pursuant to Section 6 of this Agreement. Any renewal or extension of this Agreement must be in writing and signed by all the parties.

B. **Independent Contractor Relationship.** Agency and its Service Personnel are not, and will not be deemed, employees of the Village, but the Agency is an independent contractor subject to the terms of this Agreement, and the Service Personnel are employees of the Agency.

C. **Conflicts of Interest.** The Agency represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Agency or this Agreement; (2) as of the date of this Agreement, neither the Agency nor any person employed or associated with the Agency has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Agency nor any person employed by or associated with the Agency shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

D. **No Collusion.** The Agency represents and certifies that the Agency is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Agency is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that the Agency has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Agency shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

E. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

F. **Conflicts.** In the event that the terms of this Agreement conflict with the terms of and service notification or other form of Service Personnel order or agreement, the terms of this Agreement shall control.

G. **Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

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

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

Impact Staffing, LLC.  
4324 North Elston Ave.  
Chicago, Illinois 60641  
Attn: Dave Alderman

With a copy to:

Impact Staffing, LLC.  
4324 North Elston Ave.  
Chicago, Illinois 60641  
Attn: Lisa Kaihara

Notice and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka  
1390 Willow Road  
Winnetka, Illinois 60093  
Attention: Superintendent of Operations

By notice complying with the requirements of this Section, the Parties may change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee is effective until actually received.

I. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any individual, firm, or corporation may be made or be valid against either the Village or the Agency.

J. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions is intended to remain in full force and effect and not otherwise be affected, impaired, or invalid.

K. Time. Time is of the essence in the performance of this Agreement.

L. Entire Agreement and Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Parties with respect to the Services. No waiver of any provision of this Agreement will be deemed to be, or constitute a, continuing waiver unless otherwise expressly provided in this Agreement.

M. Enforcement. Either party may bring an action to specifically enforce the provisions of this Agreement.

O. Compliance with Laws. Agency and its Service Personnel shall provide the Services in accordance with all applicable federal, State, and local laws, ordinances, codes, and regulations.

P. Survival. The terms set forth in Sections 3, 4, 5 and 8 shall survive termination of or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed on or before the date first above.

ATTEST:

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Its: Village Clerk

By: \_\_\_\_\_  
Its: Village Manager

ATTEST:

**IMPACT STAFFING, LLC.**

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

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



## Service Confirmation

**Branch:** Chicago  
**Account Executive:** \_\_\_\_\_

<b>Client Information</b>	<b>Billing Address</b>
Name: <u>Village of Winnetka</u>	Name: <u>Accounts Payable</u>
Contact: <u>Stephen M. Auth</u>	Contact: <u>Judy Kraus</u>
Address: <u>1390 Willow Rd</u>	Address: <u>510 Greenbay Rd</u>
City: <u>Winnetka</u>	City: <u>Winnetka</u>
State: <u>IL</u> Zip: <u>60093</u>	State: <u>IL</u> Zip: <u>60063</u>
Phone: <u>(847) 716-3273</u> Ext: _____	Phone: <u>(847) 501-6000</u> Ext: <u>#3505</u>
Fax: <u>(847) 716-3599</u>	Fax: _____

Client's Primary Business Product/Service: Public Works  
 Job Site Address (if other than above): \_\_\_\_\_  
 Phone: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Directions to Site: \_\_\_\_\_  
 \_\_\_\_\_ Travel time: \_\_\_\_\_  
 Are Purchase Orders Required?  Yes  No If yes, how often? \_\_\_\_\_

<b>Assignment Information</b>		
Description of Duties: <u>General Labor, Cleaning</u>		
Equipment Needed: <u>Steel toe shoe, gloves</u>		
W/C Code: <u>IL9102</u>	# of Employees per Day: <u>2</u>	*Bill Rate: \$ <u>21.28</u> Pay \$ <u>14.00</u> /hr.
Description of Duties: _____	\$22.80 Pay \$15.00/hr. \$24.32 Pay \$16.00/hr.	
Equipment Needed: _____		
W/C Code: _____	# of Employees per Day: _____	*Bill Rate: \$ _____

\*The agreed upon bill rate may be adjusted, with written notice to the Client, in the advent of changes in Federal or State law.

**Impact**, in supplying temporary employees to **Client**, will provide all payroll and payroll related taxes including statutory workers' compensation for its employees while they work under the supervision and direction of the **Client** in the above described positions. **Client** must inform **Impact** of any prevailing rates set by any governmental agency or body prior to rate quotation.

**Client** certifies that **Impact** employees will be assigned to work only in the above described positions while working under the supervision and direction of the **Client**. **Client** agrees to take all due care in protecting **Impact** employees from exposure to any hazardous conditions or materials. If **Client** desires to change the work assignment of **Impact** employees, **Client** agrees to first obtain a new, signed Service Confirmation outlining the new Description of Work before the reassignment of **Impact** employees. If an **Impact** employee is injured while performing duties other than those described above or one of the prohibited duties described below, **Client** will be liable for and reimburse **Impact** for any costs directly associated to workers' compensation for the injured employee. **Client** agrees that it may not hire an **Impact** employee without written authorization from a Principle of **Impact Staffing LLC** and that all terms are payable within 15 Days of receipt of invoice. In any dispute concerning this agreement, the prevailing party will be entitled to recover its legal fees and expenses. **Impact Staffing requires a four hour daily minimum for each employee assigned. Payment due within 14 days of receipt**

**Client** also agrees that the following are **prohibited** work environments for **Impact** employees:

- \* operate drill press, punch press or saw without written approval from **Impact**
- \* operate any unsafe equipment
- \* drive any type of vehicle (including fork lifts) without written approval from **Impact**
- \* work off ground (ladders, roof tops, elevated platforms) or below the ground (excavation)
- \* work with or near hazardous chemicals, materials, or flammable materials

<b>IMPACT</b>	<b>CLIENT</b>	<b>Date</b>
Signature: _____	Signature: _____	____/____/____
Print Name: <u>Lisa Karttunen</u>	Print Name: _____	



## Agenda Item Executive Summary

**Title:** Resolution No. R-20-2020: Waiving Bidding And Approving Change Order No. 9 To The Contract With B-Max Inc. For Electric Distribution System Work (Adoption)

**Presenter:** Brian Keys, Director of Water & Electric

**Agenda Date:** 02/18/20

**Consent:**  YES  NO

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

### Item History:

At the April 19, 2016 Village Council Meeting, the Council adopted Resolution R-23-2016, approving a contract with B-Max Inc. for directional boring services which included the installation of conduit and equipment pads for the electrical distribution system. The contract contained unit pricing for three contract years at the Village's option. The Council has previously approved eight change orders (Resolutions No. R-65-2016; R-45-2017; R-76-2017; R-27-2018; R-73-2018; R-41-2019; R-57-2019; and R-94-2019).

### Executive Summary:

In 2016, the Village issued Request for Bid #016-009 for directional boring services. Contractors were asked to provide fixed prices for units of work for three contract years. At the April 16, 2019 Village Council meeting, the Council approved extending the agreement with B-Max for an additional year (Year 4) at the same unit costs bid for Year 3 (Exhibit 1). The unit prices were approved for work performed during the period of June 1, 2019 through May 31, 2020.

Prior to re-bidding the contract for directional boring services during the period of June 1, 2020 through May 31, 2021, staff submitted an inquiry to B-Max Inc. about voluntarily extending the existing agreement for one additional year (Year 5) at the same unit costs bid for Year 3 (Exhibit 1). B-Max Inc. has provided written confirmation of their agreement to extend the contract for an additional year at the same unit prices and contract terms (Exhibit 2).

Staff recommends extending the agreement to secure another year of the same unit pricing. The contractor's performance has met staff expectations and the unit pricing is competitive. For reference, the original bid evaluation from the 2016 bid has been provided in Exhibit 3. This evaluation was based on annual estimated quantity of work.

No additional funding authorization is requested at this time. At the December 17, 2019 Council meeting, an initial 2020 funding authorization of \$200,000 was approved for directional boring services performed during the period of January 1, 2020 through May 31, 2020. To-date, staff has released boring work in the amount of \$35,464. When the authorized funding is expended, staff will request additional funding authorization for work to be performed during the remainder of the fiscal year.

**Executive Summary (continued):**

The 2020 Electric Fund Budget contains \$475,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$400,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

Resolution No. R-20-2020 waives competitive bidding and authorizes a change order to the contract with B-Max Inc..

**Recommendation:**

Consider adoption of Resolution No. R-20-2020 waiving bidding and approving Change Order No. 9 to the contract with B-Max Inc. for electric distribution system work

**Attachments:**

Resolution No. R-20-2020

Exhibit 1: Unit Prices for B-Max Inc.

Exhibit 2: Letter Agreement dated January 22, 2020

Exhibit 3: RFB #016-009 Directional Boring Bid Evaluation

**A RESOLUTION WAIVING BIDDING AND APPROVING  
CHANGE ORDER NO. 9 TO THE CONTRACT WITH B-MAX, INC. FOR  
ELECTRIC DISTRIBUTION SYSTEM WORK**

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

**WHEREAS**, on April 19, 2016, the Village Council approved Resolution R-23-2016 authorizing the Village to enter into a contract (*“Contract”*) with B-Max, Inc. (*“Contractor”*) for the performance of directional boring, equipment pad installation, splice box installation, conduit installation, and related work necessary to maintain and support the Village’s electric distribution system (*“Work”*) during the period of June 1, 2016 to May 31, 2017 (*“Term”*); and

**WHEREAS**, the Village extended the Term of the Contract through May 31, 2020; and

**WHEREAS**, the Contractor has agreed to further extend the Term of the Contract to May 31, 2021 and continue to perform the Work for the same pricing pursuant to a change order (*“Change Order No. 9”*); and

**WHEREAS**, the Work performed by Contractor has been satisfactory; and

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve Change Order No. 9 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: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

**SECTION 3: APPROVAL OF CHANGE ORDER NO. 9.** The Village Council hereby approves Change Order No. 9 to authorize additional Work from the Contractor pursuant to the terms of the Contract.

**SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 9.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to

execute and attest, respectively, on behalf of the Village, Change Order No. 9, which shall be in a final form approved by the Village Manager.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 18th day of February, 2020, pursuant to the following roll call vote:

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

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

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

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

Signed

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

Countersigned:

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

EXHIBIT 1 - B-MAX									
RFB#016-009 - Directional Boring		6/1/2016 to 5/31/17				6/1/2017 to 5/31/18		6/1/2018 to 5/31/19	
Vendor	B-MAX	EVALUATION QUANTITIES	UNIT PRICE "E"	PRICE "E" TOTAL	UNIT PRICE "F"	PRICE "F" TOTAL	UNIT PRICE "G"	PRICE "G" TOTAL	
Work Process:									
Start or End Pit:	For 2" conduit	155	\$ 58.00	\$ 8,990.00	\$ 63.00	\$ 9,300.00	\$ 62.50	\$ 9,687.50	
Start or End Pit:	For 4" conduit	116.5	\$ 58.00	\$ 6,757.00	\$ 63.00	\$ 7,354.50	\$ 62.50	\$ 7,281.25	
Start or End Pit:	For 5" conduit	0	\$ 58.00	\$ -	\$ 63.00	\$ -	\$ 62.50	\$ -	
Start or End Pit:	For 6" conduit	0	\$ 58.00	\$ -	\$ 63.00	\$ -	\$ 62.50	\$ -	
Test Holes In:	Concrete	1	\$ 375.00	\$ 375.00	\$ 390.00	\$ 390.00	\$ 410.00	\$ 410.00	
Test Holes In:	Asphalt	10	\$ 350.00	\$ 3,500.00	\$ 370.00	\$ 3,700.00	\$ 390.00	\$ 3,900.00	
Test Holes In:	Parkway	202	\$ 95.00	\$ 19,190.00	\$ 103.00	\$ 20,200.00	\$ 105.00	\$ 21,210.00	
Excavation for:	Xfmr Pad 5'X5'X20"	0.5	\$ 170.00	\$ 85.00	\$ 180.00	\$ 90.00	\$ 190.00	\$ 95.00	
Excavation for:	Xfmr Pad 8'X8'X20"	0	\$ 250.00	\$ -	\$ 260.00	\$ -	\$ 270.00	\$ -	
Excavation for and Installation of:	Xfmr Pad 5'X5'X20"	12	\$ 390.00	\$ 4,680.00	\$ 409.00	\$ 4,800.00	\$ 410.00	\$ 4,920.00	
Excavation for and Installation of:	Xfmr Pad 8'X8'X20"	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00	
Excavation for:	Splice Box 28"X40"X30"	3	\$ 120.00	\$ 360.00	\$ 130.00	\$ 390.00	\$ 140.00	\$ 420.00	
Excavation for:	Splice Box 40"X50"X22"	1.5	\$ 180.00	\$ 270.00	\$ 190.00	\$ 285.00	\$ 200.00	\$ 300.00	
Excavation for and Installation of:	Splice Box 28"X40"X30"	21.5	\$ 490.00	\$ 10,535.00	\$ 495.00	\$ 10,642.50	\$ 500.00	\$ 10,750.00	
Excavation for and Installation of:	Splice Box 40"X50"X22"	3	\$ 540.00	\$ 1,620.00	\$ 550.00	\$ 1,650.00	\$ 560.00	\$ 1,680.00	
Conduit/f. (Material and Installation)	1 1/2" (Orange) w/ pull line	14416.5	\$ 1.10	\$ 15,858.15	\$ 1.20	\$ 17,299.80	\$ 1.30	\$ 18,741.45	
Conduit/f. (Material and Installation)	2"	7963.5	\$ 1.30	\$ 10,352.55	\$ 1.40	\$ 11,148.90	\$ 1.50	\$ 11,945.25	
Conduit/f. (Material and Installation)	4"	6315.5	\$ 3.70	\$ 23,367.35	\$ 4.00	\$ 25,262.00	\$ 4.30	\$ 27,156.65	
Conduit/f. (Material and Installation)	5"	50	\$ 6.00	\$ 300.00	\$ 6.20	\$ 310.00	\$ 6.50	\$ 325.00	
Conduit/f. (Material and Installation)	6"	0	\$ 7.00	\$ -	\$ 7.50	\$ -	\$ 8.00	\$ -	
Bore/Ream Size/f.	3"	70	\$ 8.00	\$ 560.00	\$ 8.50	\$ 595.00	\$ 9.00	\$ 630.00	
Bore/Ream Size/f.	4"	3127	\$ 9.25	\$ 28,924.75	\$ 9.50	\$ 29,706.50	\$ 9.75	\$ 30,488.25	
Bore/Ream Size/f.	6"	5421.5	\$ 11.00	\$ 59,636.50	\$ 11.25	\$ 60,991.88	\$ 11.50	\$ 62,347.25	
Bore/Ream Size/f.	8"	4493	\$ 14.00	\$ 62,902.00	\$ 14.50	\$ 65,148.50	\$ 15.00	\$ 67,395.00	
Bore/Ream Size/f.	10"	752.5	\$ 17.00	\$ 12,792.50	\$ 17.50	\$ 13,168.75	\$ 18.00	\$ 13,545.00	
Bore/Ream Size/f.	12"	322	\$ 21.00	\$ 6,762.00	\$ 21.50	\$ 6,923.00	\$ 22.00	\$ 7,084.00	
Bore/Ream Size/f.	14"	117.5	\$ 35.00	\$ 4,112.50	\$ 35.50	\$ 4,173.25	\$ 36.00	\$ 4,234.00	
Bore/Ream Size/f.	18"	0	\$ 34.00	\$ -	\$ 36.00	\$ -	\$ 38.00	\$ -	
Tie into Existing Manhole	First Conduit	7.5	\$ 510.00	\$ 3,825.00	\$ 530.00	\$ 3,975.00	\$ 560.00	\$ 4,200.00	
Tie into Existing Manhole	Additional Conduits	6.5	\$ 120.00	\$ 780.00	\$ 125.00	\$ 812.50	\$ 130.00	\$ 845.00	
Tie into Existing Splice Box	First Conduit	32.5	\$ 390.00	\$ 12,675.00	\$ 400.00	\$ 13,000.00	\$ 410.00	\$ 13,325.00	
Tie into Existing Splice Box	Additional Conduits	0.5	\$ 26.00	\$ 13.00	\$ 28.00	\$ 14.00	\$ 30.00	\$ 15.00	
E-Loc Couplings or Approved Equivalent (Material and Labor)	1 1/4"	30	\$ 8.00	\$ 240.00	\$ 8.50	\$ 255.00	\$ 9.00	\$ 270.00	
E-Loc Couplings or Approved Equivalent (Material and Labor)	2"	32	\$ 10.50	\$ 336.00	\$ 11.50	\$ 368.00	\$ 12.00	\$ 384.00	
E-Loc Couplings or Approved Equivalent (Material and Labor)	4"	70	\$ 24.00	\$ 1,680.00	\$ 25.00	\$ 1,750.00	\$ 26.00	\$ 1,820.00	
E-Loc Couplings or Approved Equivalent (Material and Labor)	5"	0	\$ 40.00	\$ -	\$ 41.00	\$ -	\$ 42.00	\$ -	
E-Loc Couplings or Approved Equivalent (Material and Labor)	6"	0	\$ 45.00	\$ -	\$ 46.00	\$ -	\$ 47.00	\$ -	
Fusion Butt Splice (Material and Labor)	2"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -	
Fusion Butt Splice (Material and Labor)	4"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -	
Fusion Butt Splice (Material and Labor)	5"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -	
Fusion Butt Splice (Material and Labor)	6"	0	\$ 35.00	\$ -	\$ 40.00	\$ -	\$ 45.00	\$ -	
90° Bends (Material Only, Steel)	2" - 18" Sweep	12	\$ 45.00	\$ 540.00	\$ 47.00	\$ 564.00	\$ 48.00	\$ 576.00	
90° Bends (Material Only, PVC)	2" - 18" Sweep	2	\$ 11.00	\$ 22.00	\$ 12.00	\$ 24.00	\$ 12.90	\$ 25.80	
90° Bends (Installation Only)	2" - 18" Sweep	14	\$ 42.00	\$ 588.00	\$ 44.00	\$ 616.00	\$ 46.00	\$ 644.00	
90° Bends (Material Only, Steel)	2" - 24" Sweep	0	\$ 54.00	\$ -	\$ 56.00	\$ -	\$ 58.00	\$ -	
90° Bends (Material Only, PVC)	2" - 24" Sweep	3.5	\$ 11.00	\$ 38.50	\$ 12.00	\$ 42.00	\$ 12.90	\$ 45.15	
90° Bends (Installation Only)	2" - 24" Sweep	3.5	\$ 42.00	\$ 147.00	\$ 44.00	\$ 154.00	\$ 46.00	\$ 161.00	
10" Steel Conduit w/coupling (Material Only)	2"	10.5	\$ 67.00	\$ 703.50	\$ 68.50	\$ 719.25	\$ 70.00	\$ 735.00	
10" Steel Conduit w/coupling (Installation Only)	2"	11	\$ 38.00	\$ 418.00	\$ 39.00	\$ 429.00	\$ 41.00	\$ 451.00	
10" PVC Conduit w/coupling (Material Only)	2"	2.5	\$ 25.00	\$ 62.50	\$ 26.00	\$ 65.00	\$ 27.00	\$ 67.50	
10" PVC Conduit w/coupling (Installation Only)	2"	3	\$ 37.00	\$ 111.00	\$ 38.00	\$ 114.00	\$ 40.00	\$ 120.00	
90° Bends (Material Only, Steel)	4" - 24" Sweep	2.5	\$ 120.00	\$ 300.00	\$ 130.00	\$ 325.00	\$ 140.00	\$ 350.00	
90° Bends (Material Only, PVC)	4" - 24" Sweep	62.5	\$ 30.00	\$ 1,875.00	\$ 32.00	\$ 2,000.00	\$ 34.00	\$ 2,125.00	
90° Bends (Installation Only)	4" - 24" Sweep	65.5	\$ 44.00	\$ 2,882.00	\$ 46.00	\$ 3,013.00	\$ 48.00	\$ 3,144.00	
90° Bends (Material Only, Steel)	4" - 36" Sweep	5	\$ 140.00	\$ 700.00	\$ 145.00	\$ 725.00	\$ 150.00	\$ 750.00	
90° Bends (Material Only, PVC)	4" - 36" Sweep	10.5	\$ 45.00	\$ 472.50	\$ 47.50	\$ 498.75	\$ 50.00	\$ 525.00	
90° Bends (Installation Only)	4" - 36" Sweep	15	\$ 70.00	\$ 1,050.00	\$ 72.50	\$ 1,087.50	\$ 75.00	\$ 1,125.00	
10" Steel Conduit w/coupling (Material Only)	4"	10	\$ 190.00	\$ 1,900.00	\$ 195.00	\$ 1,950.00	\$ 200.00	\$ 2,000.00	
10" Steel Conduit w/coupling (Installation Only)	4"	10.5	\$ 40.00	\$ 420.00	\$ 42.50	\$ 446.25	\$ 45.00	\$ 472.50	
10" PVC Conduit w/coupling (Material Only)	4"	17.5	\$ 60.00	\$ 1,050.00	\$ 70.00	\$ 1,225.00	\$ 80.00	\$ 1,400.00	
10" PVC Conduit w/coupling (Installation Only)	4"	16.5	\$ 35.00	\$ 577.50	\$ 37.50	\$ 618.75	\$ 40.00	\$ 660.00	
90° Bends (Material Only, Steel)	5" - 36" Sweep	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 430.00	\$ -	
90° Bends (Material Only, PVC)	5" - 36" Sweep	0	\$ 70.00	\$ -	\$ 75.00	\$ -	\$ 80.00	\$ -	
90° Bends (Installation Only)	5" - 36" Sweep	0	\$ 75.00	\$ -	\$ 76.00	\$ -	\$ 77.00	\$ -	
90° Bends (Material Only, Steel)	5" - 48" Sweep	0	\$ 430.00	\$ -	\$ 440.00	\$ -	\$ 450.00	\$ -	
90° Bends (Material Only, PVC)	5" - 48" Sweep	0	\$ 85.00	\$ -	\$ 90.00	\$ -	\$ 95.00	\$ -	
90° Bends (Installation Only)	5" - 48" Sweep	0	\$ 80.00	\$ -	\$ 90.00	\$ -	\$ 100.00	\$ -	
10" Steel Conduit w/coupling (Material Only)	5"	0	\$ 300.00	\$ -	\$ 310.00	\$ -	\$ 320.00	\$ -	
10" Steel Conduit w/coupling (Installation Only)	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -	
10" PVC Conduit w/coupling (Material Only)	5"	0	\$ 80.00	\$ -	\$ 85.00	\$ -	\$ 90.00	\$ -	
10" PVC Conduit w/coupling (Installation Only)	5"	0	\$ 45.00	\$ -	\$ 50.00	\$ -	\$ 55.00	\$ -	
90° Bends (Material Only, Steel)	6" - 48" Sweep	0	\$ 390.00	\$ -	\$ 400.00	\$ -	\$ 410.00	\$ -	
90° Bends (Material Only, PVC)	6" - 48" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -	
90° Bends (Installation Only)	6" - 48" Sweep	0	\$ 100.00	\$ -	\$ 105.00	\$ -	\$ 110.00	\$ -	
90° Bends (Material Only, Steel)	6" - 60" Sweep	0	\$ 550.00	\$ -	\$ 560.00	\$ -	\$ 570.00	\$ -	
90° Bends (Material Only, PVC)	6" - 60" Sweep	0	\$ 160.00	\$ -	\$ 170.00	\$ -	\$ 180.00	\$ -	
90° Bends (Installation Only)	6" - 60" Sweep	0	\$ 120.00	\$ -	\$ 125.00	\$ -	\$ 130.00	\$ -	
10" Steel Conduit w/coupling (Material Only)	6"	0	\$ 390.00	\$ -	\$ 410.00	\$ -	\$ 430.00	\$ -	
10" Steel Conduit w/coupling (Installation Only)	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -	
10" PVC Conduit w/coupling (Material Only)	6"	0	\$ 100.00	\$ -	\$ 110.00	\$ -	\$ 120.00	\$ -	
10" PVC Conduit w/coupling (Installation Only)	6"	0	\$ 50.00	\$ -	\$ 55.00	\$ -	\$ 60.00	\$ -	
Color Coded (Markup for red color or striped conduits)	2"	983.5	\$ 0.10	\$ 98.35	\$ 0.20	\$ 196.70	\$ 0.30	\$ 295.05	
Color Coded (Markup for red color or striped conduits)	4"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -	
Color Coded (Markup for red color or striped conduits)	5"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -	
Color Coded (Markup for red color or striped conduits)	6"	0	\$ 0.10	\$ -	\$ 0.20	\$ -	\$ 0.30	\$ -	
Hourly Labor Rates:	Foreman	119.5	\$ 104.00	\$ 12,428.00	\$ 108.00	\$ 12,906.00	\$ 112.00	\$ 13,384.00	
Hourly Labor Rates:	Laborer	301	\$ 84.00	\$ 25,284.00	\$ 86.00	\$ 25,886.00	\$ 88.00	\$ 26,488.00	
Hourly Equipment Rates:	Pickup Truck	147.75	\$ 50.00	\$ 7,387.50	\$ 52.50	\$ 7,756.88	\$ 55.00	\$ 8,126.25	
Hourly Equipment Rates:	Dump Truck	10	\$ 78.00	\$ 780.00	\$ 83.00	\$ 830.00	\$ 88.00	\$ 880.00	
Hourly Equipment Rates:	Mini Excavator w/trailer	71.75	\$ 68.00	\$ 4,879.00	\$ 73.00	\$ 5,237.75	\$ 75.00	\$ 5,381.25	
Hourly Equipment Rates:	Air Compressor	0	\$ 40.00	\$ -	\$ 42.00	\$ -	\$ 44.00	\$ -	
Traffic Ballards	Install 4" steel pipe filled with concrete	1	\$ 450.00	\$ 450.00	\$ 460.00	\$ 460.00	\$ 470.00	\$ 470.00	



# VILLAGE OF WINNETKA

*Incorporated in 1869*

*Finance Department  
(847)716-3504*

January 20, 2020

B-Max Inc.  
P.O. Box 246  
Ringwood, IL 60072

Re: Contract Extension

To Whom It May Concern:

On April 19, 2016, the Village of Winnetka approved your proposal from Bid #016-009 for directional boring services. That contract provided fixed prices for units of work for three contract years, the last of which is Year 3 dated from June 1, 2018 to May 31, 2019. Last year, B-Max Inc. agreed to extend those contract prices to a 4<sup>th</sup> year that covered a period from June 1, 2019 to May 31, 2020.

Your firm, B-Max Inc., has indicated that you are willing to extend the current contract to include a 5<sup>th</sup> year that honors the same unit pricing as Year 3 of the contract. This extension would cover the period from June 1, 2020 to May 31, 2021. This extension would have all terms and conditions from the original contract remain the same for the extended 5<sup>th</sup> year.

With your agreement to extend the Year 3 unit prices to a 5<sup>th</sup> year and keep all terms and conditions from the original contract the same, this extension will be recommended to the Village Council for approval.

If your firm is in agreement, please sign below and return this original letter to me at your earliest convenience. Please feel free to contact me with any questions.

Sincerely,

Anthony Vasquez  
Assistant Finance Director  
(847)716-3504  
avasquez@winnetka.org

CC: Brian Keys, Water and Electric Director

510 Green Bay Road, Winnetka, Illinois 60093

January 20, 2020  
Page 2

I Kristin Brand, acting as an authorized representative of B-Max Inc., agree to extend Year 3 unit pricing from the current contract to a 5<sup>th</sup> year to cover a period from June 1, 2020 to May 31, 2021. I also agree that all terms and conditions of the original contract will remain the same for the extended 5<sup>th</sup> year. I understand the above-referenced terms will take effect contingent upon the contract pricing extension being approved by the Winnetka Village Council.

Kristin Brand  
Name (Print)

  
Name (Sign)

President  
Title

1/22/20  
Date

Please returned signed original letter to Anthony Vasquez, Assistant Finance Director, at 510 Green Bay Road, Winnetka, IL 60093.

Exhibit 3

<b>RFB #016-009 - Directional Boring Bid Evaluation Summary</b>			
<b>Vendor</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>B-Max Inc.</b>	\$ 367,093.65	\$ 380,512.40	\$ 395,097.10
<b>Biagi Plumbing</b>	\$ 400,546.43	\$ 421,486.51	\$ 441,301.49
<b>Utility Dynamics</b>	\$ 456,396.60	\$ 503,086.75	\$ 561,153.50



## Agenda Item Executive Summary

**Title:** Resolution No. R-21-2020: Information Technology Consultant Renewal (Adoption)

**Presenter:** Anthony Vasquez, Assistant Finance Director

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

The Village entered into a contract with Prescient Solutions for Information Technology (IT) consulting services on December 1, 2011. The contract was renewed on February 1, 2013; March 1, 2016; and February 1, 2017. The current contract expires on March 31, 2020.

### Executive Summary:

The Village supplements its full-time IT employee on a contractual basis. The Village has used labor from Prescient Solutions for network equipment, PC's, communications devices, and software development since 2011.

Staff undertook a competitive proposal process in late 2016 for a new three-year IT consulting services agreement; four proposals were received; Prescient offered the lowest per-month fixed price and largest breadth of services that fit the Village's needs. Prescient is proposing a new three-year contract that continues to offer lower per-month fixed pricing than the closest competitor offered at the time of the competitive proposal process in late 2016.

As part of the proposed extension, Prescient will continue to provide an on-site technical support professional two days per week. Additionally, they provide access to round-the-clock phone support and upper level engineering resources for complex projects. An annual comprehensive network security audit for the Village is also included for each year of the contract.

Resolution No. R-21-2020 approves an addendum extending the contract with Prescient Solutions, originally approved on December 1, 2011, for three additional years.

### Recommendation:

Consider adoption of Resolution No. R-21-2020, which approves the addendum to extend the original December 1, 2011 contract with Prescient Solutions in the amount of \$56,940.00 for Year 1; \$58,192.68 for Year 2; and \$59,472.96 for Year 3.

### Attachments:

- 1) Resolution No. R-21-2020
- 2) Exhibit A- Addendum to the Services Agreement Between Village of Winnetka and Prescient Development, Inc. Effective April 1, 2020.

**RESOLUTION NO. R-21-2020**

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

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

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

**WHEREAS**, the Agreement expires on March 31, 2020; and

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

**WHEREAS**, the Village desires to extend and renew the Agreement under the same terms and conditions until March 31, 2023 by entering into an addendum to the Agreement with Consultant (“*Addendum*”); and

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

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

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

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

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

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

February 18, 2020

**R-21-2020**

**ADOPTED** this 18th day of February, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**ADDENDUM**

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## Attachment to Services Agreement

In accordance with the Services Agreement (the "Agreement"), effective December 1, 2011 and signed between **Prescient Development, Inc.**, doing business under the assumed name in Illinois, **Prescient Solutions**, ("Prescient") with its principal offices and business 1515 Woodfield Road, Suite 880, Schaumburg, IL 60173 and the **Village of Winnetka** ("Winnetka") with its principal place of business at 510 Green Bay Road, Winnetka, IL 60093, this Attachment C is an integral part thereof and shall replace Attachment C signed February 6, 2017.

### Prescient Resources

Prescient will provide the following resources over the term of this Agreement.

- Core Resources

<u>Resource Type</u>	<u>Number of Resources</u>
Systems Administrator/Network Engineer/Help Desk	.40

- Unless otherwise agreed upon by Prescient and Winnetka, all day to day support is to be accomplished two (2) days per week, Monday through Friday between 7:00am and 6:00pm local time. All additional projects outside the scope of this Attachment C will continue to be bid to Winnetka on a per project basis.

### Additional Resource Rate Structure

At the request of Winnetka, Prescient may provide additional resources outside the scope of this Agreement to Winnetka for non-project based short-term tasks. Prescient will provide these tasks to Winnetka based on the following Time and Material rates.

<u>Resource Type</u>	<u>Time and Material Rate</u>
Help Desk/Server Administrator	\$88.70/Hour
Network Administrator	\$104.35/Hour
Senior Network/Server Engineer	\$130.40/Hour
WAN/Firewall/Security Engineer	\$156.50/Hour
Application Development Engineer	\$108.40/Hour
Senior Application Development Engineer	\$135.65/Hour

Prescient will review long-term services and tasks or specific projects and propose them on a per project basis.

### Agreement Reviews

- Semi-annual Task List Review
  - List all Current Tasks and their status
  - Define New Tasks and Priorities
- Annual Contract Review

## Agreement Dates and Payment Schedule

The Agreement to perform services will run over a **three (3) year contract period**. Monthly payments will be made to Prescient at the beginning of each month for services to be provided during the month.

The service start date is April 1, 2020 and the service end date is March 31, 2023. Payments for Renewal Year 1 of the current Agreement will be paid as follows:

	<u>Total</u>
April 1, 2020	\$ 4,745.00
May 1, 2020	\$ 4,745.00
June 1, 2020	\$ 4,745.00
July 1, 2020	\$ 4,745.00
August 1, 2020	\$ 4,745.00
September 1, 2020	\$ 4,745.00
October 1, 2020	\$ 4,745.00
November 1, 2020	\$ 4,745.00
December 1, 2020	\$ 4,745.00
January 1, 2021	\$ 4,745.00
February 1, 2021	\$ 4,745.00
March 1, 2021	<u>\$ 4,745.00</u>
Total -	\$ 56,940.00

Renewal Year 2 monthly payment is \$4,849.39, annually \$58,192.68.

Renewal Year 3 monthly payment is \$4,956.08, annually \$59,472.96.

The Village of Winnetka shall have the option to extend the Support Services Agreement for an additional three (3) year period at the end of the term. The additional Support Services term shall be on the same terms and conditions as the original Support Services Term. In the event Village of Winnetka elects to exercise its option for the Additional Term, it shall provide written notice to Prescient no less than one hundred eighty (180) days before the expiration of the Support Services Term.

## Scope of Work (Changes to Scope of Work will be mutually agreed upon)

### A. Professional Services

- Account Management
  - Status Reporting - Automated Monthly reporting
  - Monthly Customer Communications

- Quality/Customer Satisfaction Review
    - Project/Milestone Timeline Management
    - Staffing/Personnel Review
  - Site Engineer Management
    - Personnel/HR Management
    - Schedule Management
    - Emergency/Project Service Remediation Team Management
    - Communications
  - Annual Reviews
- Emergency Service Restoration and Audit/Project Team – to be billed on an Hourly Time and Material Basis

## **B. Systems Documentation and Knowledge Management**

- Account Services Manual
  - Escalation Processes and Contacts
    - Onsite Engineers, Account Relationship Manager, CIO/COO
    - Client escalation priorities
  - Problem Management
  - Service Management
    - Client Services Definitions/Categories
  - Quality of Service Assurance
  - IT Reference Information
    - Diagrams
    - Inventory
    - Defined configurations of all devices (infrastructure, servers, workstations, etc.)
- Status Reporting – Monthly
- Time Reporting – Weekly hours and tasks descriptions

## **C. Day-to-Day support – to be provided two (2) days per week**

- Maintenance of Servers

- Monitor System Resources on each server
- Monitor Daily Backup Operations on each server
- Monitor and Correct Operating System Errors on each server
- Review, Download and Install Microsoft Service Packs as necessary for each server
- Review, Download and Install Microsoft Security Updates as necessary for each server
- Review, Download and Install Antivirus Updates for each server
- User Administration
  - Add, Change and Delete Users to Corporate Servers
  - Maintain Security and Authentication standards for Server Users
  - Add, Change and Delete File and Share Permissions for Server Users
  - Monitor Security Log for user violations
- Additional Server support (including installation of new servers, migration of other servers, re-installation and/or upgrading of existing servers) to be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing contracted onsite technicians. Any additional resources required to meet increased time frames will be billed on a Time and Material Basis over and above the “Daily Support Contract” or added as an addendum to the “Daily Support Contract”.
- Manage Switches and Internet Routers
  - Monitor Routers and Switch for Performance
  - Maintain Cisco IOS and Configurations
- Manage Firewalls
  - Modify Firewall configurations as required
  - Update Firewall IOS as required
- Configuration, installation and support of additional Routers and Switches will be provided as part of the day to day support services as long as it can be completed within the time frame requested by the existing onsite contracted technicians.
  - Note: Any additional resources required to meet increased time frames will be completed on a Time and Material Basis over and above the “Daily Support Contract”.

**Additional Services**

- Additional projects, tasks or days per week will be mutually agreed upon and performed on a Time and Material basis over and above the defined contract cost.

**Project Out of Scope:**

- Any item not mentioned in above task list.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**VILLAGE OF WINNETKA**  
an Illinois municipality

**PRESCIENT DEVELOPMENT, INC.**  
an Illinois corporation

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

By: \_\_\_\_\_  
Philip Greco

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

Its: CFO

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

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



## Agenda Item Executive Summary

**Title:** Resolution No. R-22-2020: A Resolution Re-Appointing Peter M. Friedman as Village Attorney and Approving Engagement Letter (Adoption)

**Presenter:** Village Attorney Peter Friedman/Ben Schuster

**Agenda Date:** 02/18/2020

**Consent:**  YES  NO

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

### Item History:

This is a Resolution re-appointing Peter Friedman as Village Attorney with his new law firm of Elrod Friedman LLP, and approving the related engagement letter.

### Executive Summary:

Village Attorney Peter Friedman will be leaving Holland & Knight to establish his own municipal/land use law firm. The following attorneys that have been serving the Village of Winnetka over the years will also be joining the new firm: Hart Passman, Andrew Fiske, Megan Cawley, Mark Burkland, Jeff Monteleone, Brooke Lenneman, Stew Weiss, and Steve Elrod. Our assistant, Linda Jeanne Dukes, will also be part of the new firm. Thus, the same lawyers that have been providing counsel to the Village to date, will continue to provide counsel to the Village at the new firm.

The firm name will be Elrod Friedman LLP with offices at 325 North LaSalle, Suite 450, Chicago, IL 60654. The new firm will officially open for business on Tuesday, February 18, 2020.

Because Peter will be servicing the Village's legal work from a new location, the Village will need to re-appoint Peter Friedman as Village Attorney and approve an engagement letter with the new firm, Elrod Friedman LLP. The terms of the engagement for Village of Winnetka legal services at Elrod Friedman LLP will be materially the same as they were at Holland & Knight.

The official Elrod Friedman LLP engagement letter is on the consent agenda for the February 18, 2020 Village Council agenda for approval.

### Recommendation:

Consider adopting Resolution No. R-20-2020.

### Attachments:

A - Memo from Village Attorney  
B -- Resolution No. R-22-2020  
C -- Engagement Letter with Elrod Friedman LLP

## Memorandum

Date: February 12, 2020

To: President Rintz and Village Council  
Robert M. Bahan, City Manager

From: Peter Friedman and Ben Schuster

Re: Continuation of Legal Services

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As we have informed you, we will be leaving Holland & Knight to establish our own municipal/land use law firm. The following attorneys that have been serving the Village of Winnetka over the years will be joining us: Hart Passman, Andrew Fiske, Megan Cawley, Mark Burkland, Jeff Monteleone, Brooke Lenneman, Stew Weiss, and Steve Elrod. Our assistant, Linda Jeanne Dukes, will also be part of the new firm.

We are confident that operating from a new boutique law firm platform will allow us to continue to provide excellent and efficient counsel to our clients, particularly to our municipal clients. The same lawyers that have been providing counsel to the Village to date, will continue to provide counsel to the Village at our new firm. We expect the transition to be seamless in that regard.

The firm name will be Elrod Friedman LLP and our office will be located at 325 North LaSalle, Suite 450, Chicago, IL 60654. We are still awaiting our phone numbers and our email addresses. We open for business on Tuesday, February 18, 2020.

Because we will be servicing the Village's legal work from a new location, we will need the Village to approve an engagement letter with our new firm, Elrod Friedman LLP. The terms of the engagement for Village of Winnetka legal services at Elrod Friedman LLP will be materially the same as they were at Holland & Knight; however we are offering to freeze our billing rates and the monthly retainer amounts for another year and 10 months (until the end of 2021).

The official Elrod Friedman LLP engagement letter is on your February 18, 2020 Village Council agenda for approval.

We are all very excited about this new venture; and we are confident that it will allow our colleagues and us to serve the Village as well as, if not better than, before... and certainly more economically.

Thanks for the continued opportunity to represent and work with the City.

**A RESOLUTION  
RE-APPOINTING PETER M. FRIEDMAN  
VILLAGE ATTORNEY AND APPROVING ENGAGEMENT LETTER**

**WHEREAS**, the Village of Winnetka (the “Village”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970, pursuant to which it has the authority, except as limited by said Section 6 of Article VII, to exercise any power and perform any function pertaining to the government and affairs of the Village; and

**WHEREAS**, Section 2.28.010 of the Winnetka Village Code, creates the office of Village Attorney and further provides for the appointment of the Village Attorney by the Village President with the approval of the Trustees; and

**WHEREAS**, the Village President has recommended that Peter M. Friedman of Elrod Fridman, LLP, be appointed to an indefinite term as Village Attorney.

**NOW THEREFORE**, be it resolved by the Council of the Village of Winnetka as follows:

**SECTION 1:** That Peter M. Friedman, of the law firm of Elrod Friedman LLP, is hereby appointed Village Attorney, effective February 18, 2020, and the engagement letter attached as Exhibit A to this Resolution is hereby approved.

**SECTION 2:** The Village Attorney shall serve for an indefinite term, until a successor is appointed by Resolution of the Village Council.

**SECTION 3:** This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 18<sup>th</sup> day of February, 2020, by the following roll call vote of the Council of the Village of Winnetka.

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

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

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

Signed:

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

Attest:

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

**Exhibit A**  
**Engagement Letter**

**PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

February 18, 2020

Christopher D. Rintz  
Village President, Village of Winnetka  
510 Green Bay Road  
Winnetka, Illinois 60093

**Re: Engagement as Counsel**

Dear Chris:

The purpose of this letter is to confirm the retention of Elrod Friedman LLP to represent the Village of Winnetka, Illinois for general legal services and consultation effective as of February 18, 2020. Peter Friedman and Ben Schuster will continue to be primarily responsible for this engagement. Of course, the rest of our local government attorneys at the firm will continue to be available to provide support, assistance, and counsel as appropriate. We are grateful for the opportunity to continue to serve the needs of the Village.

In accordance with Section 2.28.010 of the Winnetka Village Code, the office of the Village Attorney is to be filled by appointment of the Village President by and with the approval of the Trustees. We understand the Village Council will meet on February 18, 2020, to consider approval of our appointment by the Village President. If approved, our engagement will begin on February 18, 2020.

Our engagement as Village Attorney will involve general representation of all matters coming before the Village and its subsidiary bodies, as more specifically set forth in Subsections C, D, and E of Section 2.28.010 of the Village Code, unless the Village determines that other counsel will be required for a particular matter. Our representation will not, however, involve (a) general liability and property damage claims, unless specifically directed by the Village President or Village Manager; (b) workers compensation; (c) personnel, employment and labor negotiations, unless specifically directed by the Village President or Village Manager; (d) routine prosecutorial work; or (e) administrative hearing process.

The purpose of this letter is to confirm our engagement as counsel and to provide you information concerning our fees, billing and collection policies, and other terms that govern our relationship. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached terms of engagement are satisfactory, please sign and return this letter to me. We look forward to continuing our engagement with the Village.

Sincerely,

Peter M. Friedman

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Its: Village President

## ***ELROD FRIEDMAN LLP*** ***TERMS OF ENGAGEMENT***

We appreciate your decision to retain Elrod Friedman LLP as your legal counsel.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

### ***Confidentiality and Related Matters***

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Of course, as a governmental entity, the City is subject to various "sunshine" laws, such as the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from the

City or its officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of the City and such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

### ***Legal Fees***

Our fees for services will be determined as described in the following paragraphs.

We will perform our services to the City on a straight hourly basis. The calendar year 2020 hourly rate of certain of our attorneys who are expected to render services to the City are included as Attachment A to these Terms of Engagement. These rates represent a substantial discount from our standard hourly rates and are reserved only to our governmental clients for whom we serve as general counsel. We will also perform services under our previously approved retainer arrangement utilized by our former firm. That arrangement is summarized in Attachment A. The billing rates will be evaluated for adjustment by our firm annually. You will be notified of any hourly rate and retainer adjustment in January of each calendar year. Billing rate adjustments and the monthly retainer adjustment will be effective on January 1 of each calendar year.

### ***Disbursements***

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, outsourced photocopying, certification, and registration fees charged by governmental bodies.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

### ***Billing***

We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

### ***Questions About Our Bills***

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### ***Relationships with Other Clients***

During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Elrod Friedman LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### ***Termination***

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

## APPENDIX A

### Retainer Arrangement

#### I. Retainer.

The legal services covered by retainer described below would be billed at a flat monthly rate. Out-of-pocket costs and expenses incurred in connection with matters in these services are excluded from the flat rate. The Village will receive a separate invoice for such costs and expenses.

Our retainer arrangement for the Village of Winnetka is specifically as follows:

A. Retainer Amount. The monthly fee is \$16,450 per month. Thereafter, the monthly fee will be reviewed prior to the beginning of each Village fiscal year. We believe that the breadth of what will be covered in our retainer package will make the monthly retainer amount sensible and fair. We also believe that this will result in immediate, measurable cost savings as well as enhanced support for the Village Council, the Village Manager and the Village Staff in the performance of their duties and responsibilities.

B. Matters Covered by the Retainer ("**Retainer Matters**"). The 18 Retainer Matters covered under the retainer are listed below:

1. All transition work.
2. Serve as general counsel to the Village, including the Village Council, all other Village officials, and boards and commissions of the Village.
3. Represent the Village in all general corporate legal matters, ensure Village compliance with the requirements of FOIA (except for litigation on FOIA issues before the PAC or in court), the Open Meetings Act, and gift ban and conflict of interest laws, and serve as the Village's parliamentarian.
4. Advise elected and appointed officials, and Village staff on legal matters affecting the Village, including preparing written legal opinions at the request of the Village Council, Village President or Village Manager.
5. Provide the Village Council, Village President and Village Manager a legal perspective and advice on various governmental issues.
6. Prepare regular ordinances (including, for example, Village-initiated minor refinements of existing provisions of the Village Code), resolutions and intergovernmental agreements and related agenda material for action by the Village Council; review ordinances and resolutions prepared by operating departments.
7. Attend regular and special meetings of the Village Council as needed. Regular Meetings of the Village Council occur on the first and third Tuesdays of every month at 7:00 p.m. Attend Study Session meetings as needed dependent upon subject matter. Study Session meetings occur on the second Tuesday of each month.

8. As required, attend the weekly staff meeting of the Village Manager and Department Heads, held each Tuesday at 9:00 a.m.
9. Working with the Village Manager, establish efficient processes and train staff related to the production of routine work that requires the Attorney's time. Examples include routine agreements and land use matters.
10. Review and prepare all contracts and agreements entered into by the Village in its ordinary course of business, including related requests for proposals and bid specifications as needed.
11. Infrequently, represent and provide legal counsel in matters related to the Board of Fire and Police Commissioners.
12. Represent the Local Liquor Control Commissioner and Commission on matters other than administrative or judicial litigation proceedings, or on matters where Village Attorney legal fees may be reimbursable or otherwise assessed as a penalty for enforcement purposes.
13. Represent the Village in general legal matters related to public utilities, including agreements with cable providers, North Shore Gas, telecommunications, etc., but not including franchise renewal agreements or new franchise or other agreements related to a new franchisee or technology.
14. Provide legal counsel on matters regarding the Village's utilities, including the Water Utility, Electric Utility and the newly created Stormwater Utility.
15. Keep the Village's elected and appointed officials, Village Manager and staff regularly apprised of new county, state and federal legislation which will or may affect Village operations.
16. Advise and work with the Department of Community Development and the Village Manager on land use, zoning and development matters in its ordinary course of business.
17. Keep the Village's elected and appointed officials, Village Manager and staff regularly apprised of local, state, or federal litigation that will or may affect Village operations.
18. Perform other legal services and tasks, as assigned by the Village President, Village Manager or Village Council.

C. Matters Not Covered by Retainer ("**Non-Retainer Matters**"). The Non-Retainer Matters that would not be covered under the retainer are listed below:

1. Legal services related to litigation, when (a) an action has actually been filed and the Village is or is likely to be substantially involved, (b) litigation by or against the Village is probable or imminent, or (c) it is contemplated that the Village will be a party to litigation. Initial consultations related to

defensive strategies prior to commencement of litigation will be considered a Retainer Matter.

2. Annexations.
3. Bond Issues.
4. Bankruptcy.
5. Special Service Areas or Special Assessments.
6. Attendance at lower boards and commissions, including, without limitation, Zoning Board of Appeals, Plan Commission, and Design Review Board.
7. Special use permits, planned developments, and subdivisions (other than routine lot reconfigurations), including, without limitation, private zoning and other development applications such as specific dockets and petitions seeking planning, subdivision, or zoning relief.
8. Preparation of non-routine, major, or comprehensive amendments or re-writes to all or parts of the Village Code.
9. Any matters not included under Retainer Matters.

D. Invoicing -- Retainer Matters. The invoice that the Village receives from our firm each month for Retainer Matters will simply state the agreed retainer amount for the services rendered, and a summary of the total actual hours incurred for such services. No further detailed information will be provided with the monthly bill. At the end of each fiscal year, we will make available to you further details and information necessary to conduct a "look-back" accounting to determine whether the retainer resulted in fair treatment for both the Village and our firm. We bill only for "gavel-to-gavel" time spent at Village meetings. We do not bill for time spent traveling to and from the Village Hall. Likewise, we would never impose any additional charge for routine out-of-pocket expenses related to General Matters, such as mileage and tolls for traveling to Village Council meetings at the Village Hall.

E. Non-Retainer Matters. The Non-Retainer Matters will be billed at the applicable hourly rates for the attorneys involved, which in all cases will be our discounted government rates. We will never begin to bill separately for any Non-Retainer Matter until we have conferred with the Village Manager and reached an agreement that such separate billing is appropriate. The Village will receive a detailed monthly invoice reflecting all time entries for each Non-Retainer Matter. Our statements show what specific tasks were performed, which attorney or paralegal performed each task, and the exact amount of time (*in 1/10th hour intervals*) devoted to each task by each attorney or paralegal.

F. Non-Retainer Billing (Hourly Rates or Alternatives). It is possible that some matters outside of the retainer can be handled on a flat rate or not to exceed amount. We have found that this allows us to work with our clients to specifically budget for each non-retainer matter that is assigned to us. It is also consistent with our strong belief that it does a disservice to municipalities seeking quality legal services to focus too much attention on hourly rates.

What matters most is the bottom line cost of legal services and the quality of services those costs provide.

G. Hourly Rates. Set forth in the following chart are the proposed hourly rates for the principal members of our team for Winnetka.

Our rates are examined annually prior to the beginning of each Village fiscal year. In addition to our hourly fees, we bill clients, without mark-up, for customary disbursements made on their behalf, and charge for copying, computer research costs, and other administrative services at standard rates based on our cost. We do not bill for clerical services.

**ELROD FRIEDMAN LLP**  
**Billing Rates Effective February 18, 2020 through December 31, 2021**  
**Selected Attorneys Expected to Serve**  
**VILLAGE OF WINNETKA**

	<b>Government Discounted Rate</b> (Rate Charged to Winnetka)	<b>Special Government Discounted Rate*</b> (Rate Charged to Winnetka)
<b>Partners:</b>		
Elrod, Steven M.	<b>375</b>	500
Friedman, Peter M.	<b>375</b>	500
Passman, Hart M.	<b>355</b>	470
Schuster, Benjamin L.	<b>255</b>	400
<b>Senior Partners:</b>		
Burkland, Mark E.	<b>355</b>	500
<b>Non Partners:</b>		
Cawley, Megan R.	<b>220</b>	360
Fiske, Andrew N.	<b>285</b>	435
Lenneman, Brooke D.	<b>255</b>	375
Monteleone, Jeffrey N.	<b>225</b>	360
Weiss, Stewart J.	<b>275</b>	400
<b>Non Attorneys:</b>		
McDermott, Kevin J.	<b>200</b>	325

Monthly Retainer
\$ 16,450.00

- \* The Special Government Rate is generally used for matters for which the Village is required to receive reimbursement of legal fees from third party applicants (e.g. applicants for zoning relief).
- \*\* The Monthly General Retainer is subject to adjustment after further discussion related to year-end analysis.



## Agenda Item Executive Summary

**Title:** Ordinance No. M-4-2020: Amending a Special Use Ordinance for a Church at 1255 Willow Road (Adoption)

**Presenter:** David Schoon, Director of Community Development

**Agenda Date:** 02/18/2020

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

**Consent:**  YES  NO

### Item History:

02/04/2020 - Village Council discussed and introduced Ordinance No. M-4-2020, with the condition that the church agree to cooperate with the Village to address localized flooding on adjoining properties, at the Village's expense.

<https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-20200204.pdf#page=59>

### Executive Summary:

On February 18, the Village Council is scheduled to consider adoption of Ordinance No. M-4-2020 in response to an application submitted by Winnetka Presbyterian Church (the "Applicant") as the owner of the property at 1255 Willow Road (the "Subject Property"). The Applicant requests approval of an amendment to an existing Special Use Permit allowing a church in the R-5 Single Family Residential Zoning District to permit the construction of a plaza on the Subject Property along Hibbard Road.

As directed by the Council at its February 4 meeting, Ordinance No. M-4-2020 has been amended to include an additional condition to address flooding concerns in the immediate area. Condition G in Section 4 was added: "The Applicant shall reasonably cooperate with the Village in addressing localized flooding on adjoining properties, including by negotiating in good faith, if requested by the Village, to establish an easement on the Subject Property under any paved or unimproved surfaces, as may be reasonably required either in connection with addressing localized flooding at the adjoining properties or as part of the Village's overall stormwater management system. Any cooperation or costs incurred by the Applicant as a result of this condition shall be at the Village's expense or as otherwise may be mutually agreed to by the Village and the Applicant." The Applicant has agreed to the addition of this condition.

The amended ordinance is included as Attachment 1.

### Recommendation:

Consider adoption of Ordinance No. M-4-2020, granting an amendment to a Special Use Permit for the enlargement of a church within the R-5 Single Family Residential Zoning District.

### Attachments:

Attachment 1: Ordinance No. M-4-2020

# ATTACHMENT 1

## ORDINANCE NO. M-4-2020

### AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE PERMIT FOR THE ENLARGEMENT OF A CHURCH WITHIN THE R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (1255 Willow Road)

**WHEREAS**, Church Extension Board of the Presbytery of Chicago, d/b/a Winnetka Presbyterian Church ("**Applicant**"), is the record title owner of that certain parcel of real property commonly known as 1255 Willow Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located within the R-5 Single Family Residential Zoning District of the Village ("**R-5 District**"); and

**WHEREAS**, pursuant to Section 17.12.020 of the Zoning Ordinance, the operation of a church is permitted within the R-5 District only with a special use permit; and

**WHEREAS**, on February 15, 2000, pursuant to Ordinance No. M-1-2000, the Applicant was granted: (i) a special use permit to operate a Church on the subject property ("**Special Use Permit**"); and (ii) several variations from the Winnetka Zoning Ordinance ("**Zoning Ordinance**"), among them a variation from the intensity of use regulations to allow an impermeable lot coverage in excess of the 42,000 square feet limitation required by Section 17.30.030 of the Zoning Ordinance; and

**WHEREAS**, the Applicant desires to construct an addition to the Subject Property consisting of an outdoor plaza along Hibbard Road ("**Proposed Improvements**"); and

**WHEREAS**, pursuant to Section 17.56.090 of the Zoning Ordinance, no special use may be enlarged or extended by structural alteration of a building or structure without an amendment to the special use permit; and

**WHEREAS**, the Applicant filed an application for: (i) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code for the construction of the Proposed Improvements ("**Certificate of Appropriateness**"); (ii) an amendment to the Special Use Permit pursuant to Section 17.12.020 and Chapter 17.56 of the Zoning Ordinance to allow the construction of the Proposed Improvements within the R-5 District ("**Special Use Amendment**") (the Certificate of Appropriateness and Special Use Permit Amendment are, collectively, the "**Requested Relief**"); and;

**WHEREAS**, the Applicant also sought approval of a variation from the intensity of use regulations pursuant to Section 17.30.030 to increase the impermeable lot coverage of the Subject Property ("**Variation**"); and

**WHEREAS**, on November 20, 2019, after due notice thereof, the Plan Commission met to consider whether approval of the Special Use Permit is consistent with "Winnetka 2020," the

Winnetka comprehensive plan ("*Comprehensive Plan*"), and found, by the unanimous vote of the five members then present, that approval of the Special Use Permit is consistent with the Comprehensive Plan; and

**WHEREAS**, on November 21, 2019, after due notice thereof, the Design Review Board recommended that the Village Council approve the Certificate of Appropriateness; and

**WHEREAS**, on November 11, 2019, after due notice thereof, the Zoning Board of Appeals ("*ZBA*") conducted a public hearing on the Variation and the Special Use Amendment, which public hearing was continued to January 13, 2020 at the request of the Applicant; and

**WHEREAS**, on December 12, 2019, the Applicant submitted revised plans for the Proposed Improvements, which plans reduced the impermeable lot coverage of the Subject Property and thus, eliminated the need for the Variation; and

**WHEREAS**, on January 13, 2020, the ZBA continued the public hearing on the amended application that eliminated the need for the Variation and, by a vote of five in favor, and one against, recommended that the Council of the Village of Winnetka ("*Village Council*") approve the Special Use Amendment; and

**WHEREAS**, pursuant to Chapter 17.56 of the Zoning Ordinance, the ZBA heard evidence and made certain findings in support of recommending approval of the Special Use Amendment; and

**WHEREAS**, the Village Council has determined that approval of the proposed Special Use Amendment: (i) is consistent with the Comprehensive Plan; and (ii) satisfies the standards for the approval of a special use permit set forth in Chapter 17.56 of the Zoning Ordinance; and

**WHEREAS**, the Village Council has determined that approval of the Requested Relief is in the best interest of the Village and its residents;

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

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

**SECTION 2: APPROVAL OF SPECIAL USE AMENDMENT.** Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Special Use Amendment is hereby granted, pursuant to Chapter 17.56 and Section 17.12.020 of the Zoning Ordinance and the home rule powers of the Village, to allow the construction of the Proposed Improvements on the Subject Property within the R-5 District.

**SECTION 3: APPROVAL OF CERTIFICATE OF APPROPRIATENESS.** Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Certificate of Appropriateness is granted for the Proposed Improvements, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

**SECTION 4: CONDITIONS.** The Special Use Amendment granted by Section 2 of this Ordinance, and the Certificate of Appropriateness granted by Section 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.
- B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements on the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- D. Compliance with Plans. The construction, development, use, and maintenance of the Proposed Improvements on the Subject Property must be in general accordance with the following documents and plans, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards: the “Renovations to Winnetka Presbyterian Church” plan sheets prepared by Jaeger Nickola Kuhlman & Associates, consisting of six sheets, and with a latest revision date of December 12, 2019, attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Plans”)**.
- E. Permeable Pavers. The Proposed Improvements on the subject property must be constructed using permeable pavers, which permeable pavers shall be subject to approval by the Village Engineer.
- F. Sidewalk Reduction. The entrance sidewalk on the south side of the Subject Property facing Willow Road shall be replaced with a new sidewalk, provided that such sidewalk may not exceed 7 feet in width.

- G. Reduction of Flooding. The Applicant shall reasonably cooperate with the Village in addressing localized flooding on adjoining properties, including by negotiating in good faith, if requested by the Village, to establish an easement on the Subject Property under any paved or unimproved surfaces, as may be reasonably required either in connection with addressing localized flooding at the adjoining properties or as part of the Village's overall stormwater management system. Any cooperation or costs incurred by the Applicant as a result of this condition shall be at the Village's expense or as otherwise may be mutually agreed to by the Village and the Applicant.

**SECTION 5: RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

**SECTION 6: FAILURE TO COMPLY.** Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

**SECTION 7: AMENDMENT OF SPECIAL USE PERMIT.** Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

**SECTION 8: SEVERABILITY.** If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

**SECTION 9: EFFECTIVE DATE.**

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

1. Passage by the Village Council in the manner required by law;

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

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed:

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

Countersigned:

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

Published by authority of the  
President and Board of Trustees  
of the Village of Winnetka,  
Illinois, this \_\_\_\_ day of \_\_\_\_\_,  
2020.

Introduced: February 4, 2020

Passed and Approved: \_\_\_\_\_, 2020

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Lots 14 to 22, both inclusive, in Block 6 in Winnetka Manor, being a subdivision of the South 45.00 Acres of the West 90.00 Acres of the Northwest Quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1255 Willow Road, Winnetka, Illinois.

PIN: 05-20-119-015, 05-20-119-016, 05-20-119-017, 05-20-119-018, 05-20-119-019, 05-20-119-020, 05-20-119-021, 05-20-119-022 and 05-20-119-023.

**EXHIBIT B**

**PLANS**

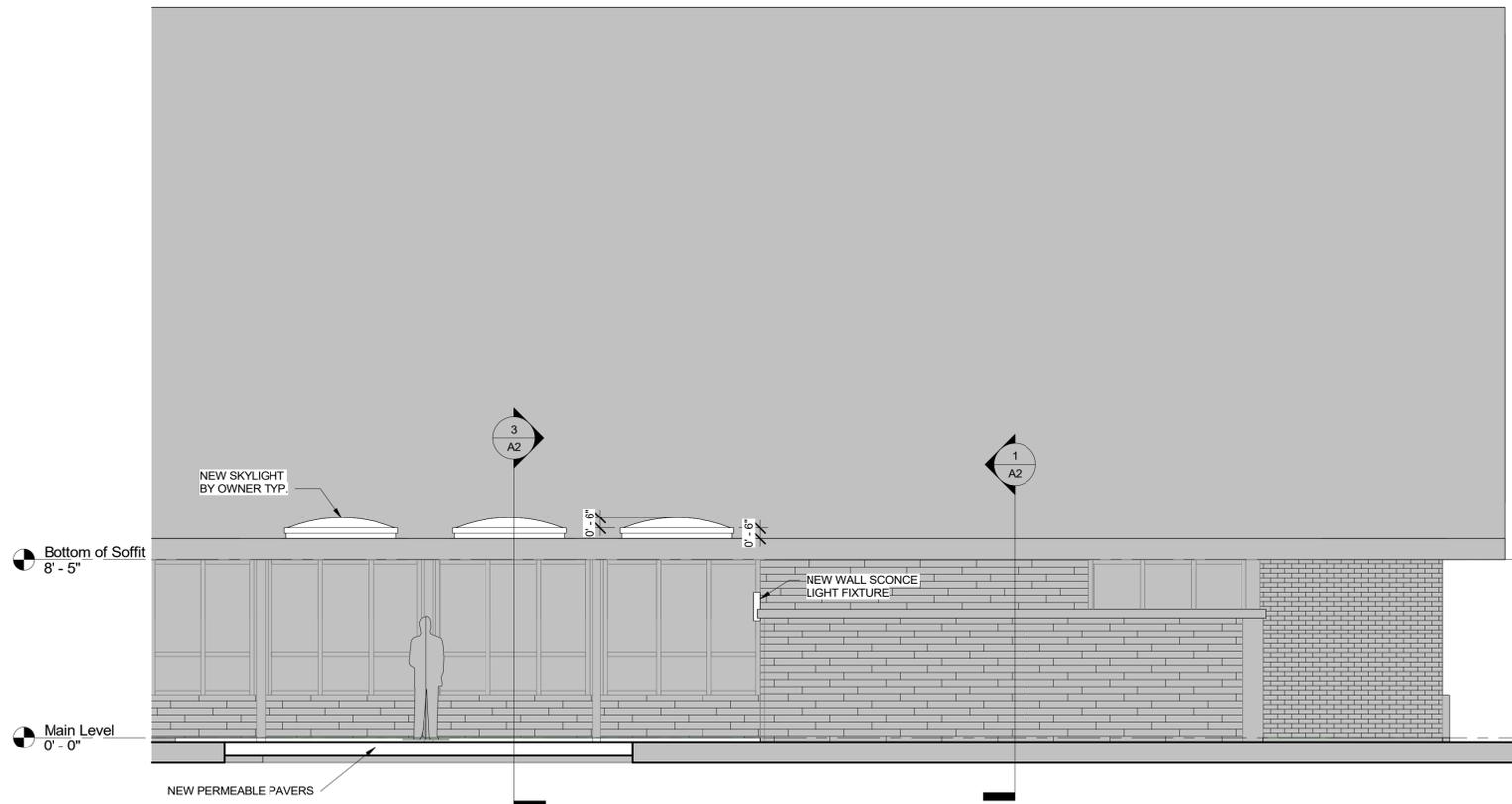
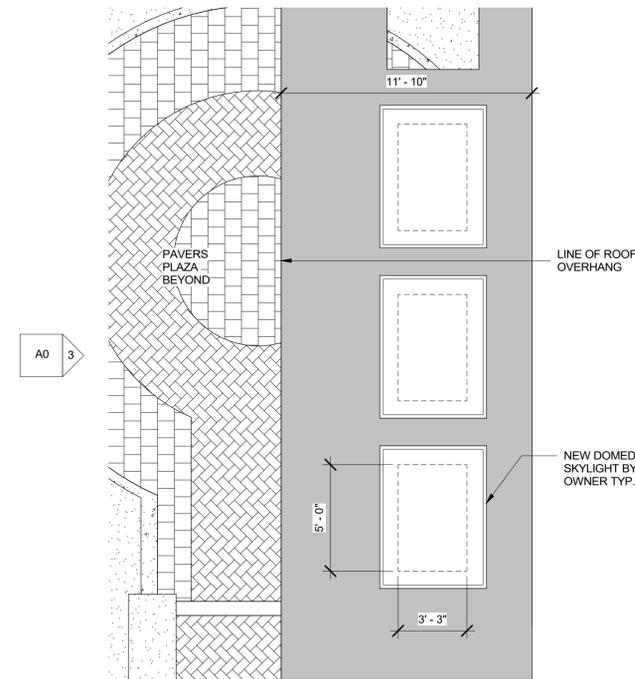
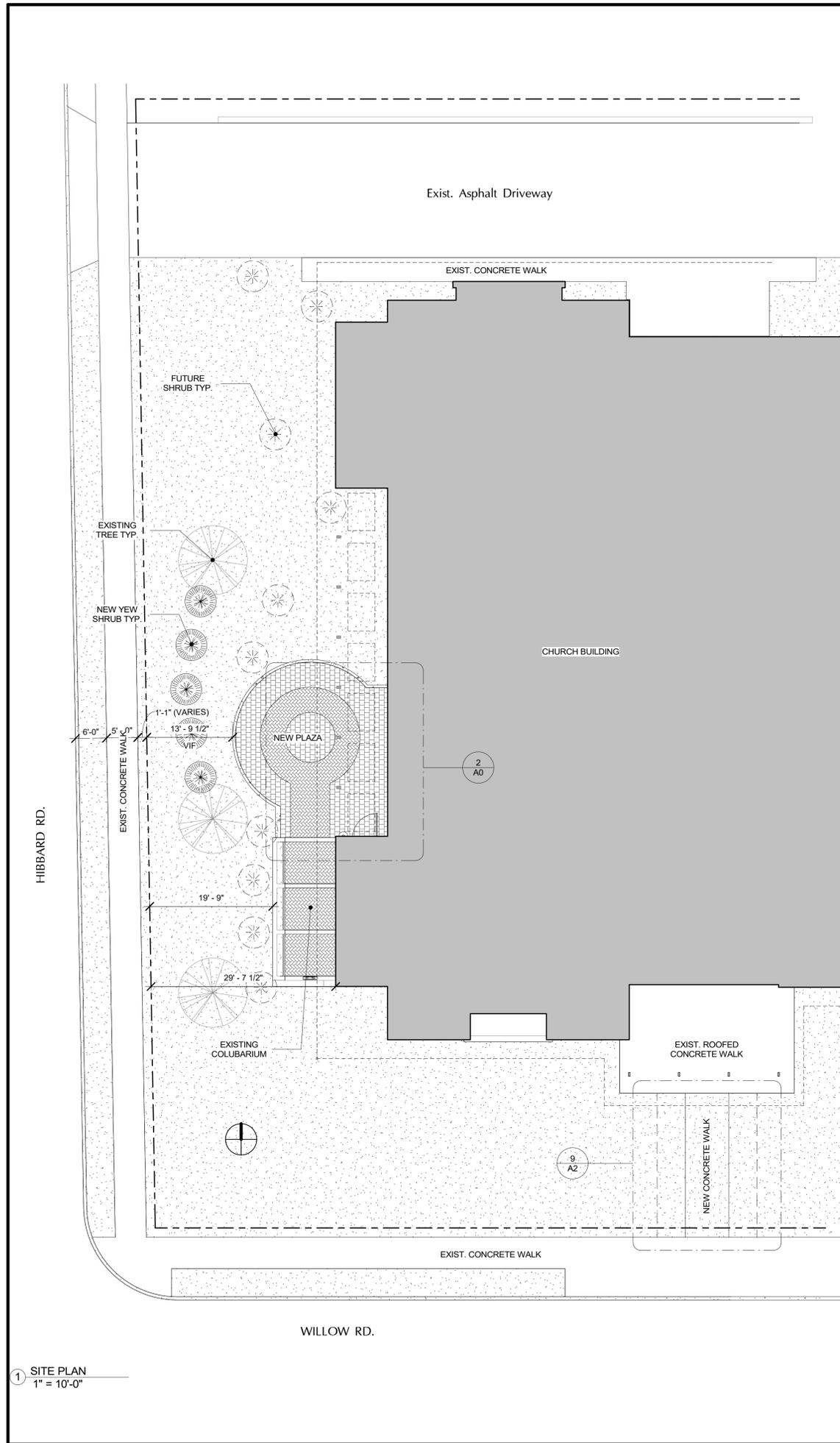
**(SEE ATTACHED EXHIBIT B)**

# RENOVATIONS TO: WINNETKA PRESBYTERIAN CHURCH

1255 Willow Rd., Winnetka, IL 60093

## Permit Revision Set 12/12/2019

<p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>These notes shall apply to all sheets of these Contract Documents.</li> <li>The Trade Contractor shall carefully examine the Contract Documents and the construction site to obtain first hand knowledge of the existing conditions. No extra will be allowed for work that could have been determined by examining the Site and Documents.</li> <li>The Trade Contractor shall be responsible for verifying all dimensions at the site. All existing conditions shall be verified by field measurement prior to construction, fabrication or installation.</li> <li>The Trade Contractor shall notify the Architect of any discrepancies between field observation and Contract Documents.</li> <li>All details and sections shown on the Drawings are intended to be typical and shall be construed to apply to similar situations on the project unless a different detail or section is shown.</li> <li>The Drawings are all inclusive and shall be intended to represent a total and complete job. All Trade Contractors shall examine all of the drawings and provide all Work no matter where shown.</li> <li>The Trade Contractor shall coordinate all of the Work. The Trade Contractor shall coordinate his Work with the Work of other trades. No extra will be allowed due to lack of project coordination. All Trade Contractors shall review all drawings to ensure proper coordination of their work. Architectural Drawings shall be referenced to properly locate equipment and devices. Verify layout and all equipment locations with Owner prior to construction.</li> <li>All work shall conform to all pertinent codes, regulations and ordinances of the municipal, state and other authorities having jurisdiction.</li> <li>All building dimensions indicated are to column center, to face of concrete, to face of masonry, or to face of plaster or gypsum board, unless otherwise noted.</li> </ol>	<p><b>FINISH NOTES</b></p> <ol style="list-style-type: none"> <li>In existing rooms called out for a new floor finish, the Contractor is to patch the floor by filling with latex concrete and grinding for a smooth surface to receive new floor finish.</li> <li>Patch all walls, ceilings, floor and other surfaces in the existing buildings as required after removal of installation equipment, piping, wiring, walls, etc. Contractor to thoroughly examine all drawings and existing conditions for patching requirements.</li> <li>Patch existing walls shown to remain as required for new finishes. Patching shall include but not necessarily be limited to (1) plaster patching of walls from previous damage, equipment removals, lighting/plumbing fixture and/or equipment removals, signage removals, existing finish removals, etc. (coordinate extent of patching with electrical and mechanical subcontractors); and (2) where existing partitions removed yield non-planar adjacent surfaces, Contractor shall break back existing ceramic tile, etc. and patch and prime walls for new finishes.</li> <li>Where the finish schedule indicates "Patch Existing," the Contractor is to verify existing floors, walls and ceiling surfaces and patch to match existing. This may apply to floor finishes (VCT, ceramic tile, etc.), wall finishes (plaster, plaster w/ ceramic tile wainscot, ceramic tile, etc.) or ceiling finishes (plaster, metal pan, etc.).</li> <li>Caulk between all countertops, backsplashes, sidesplashes and walls with silicone caulk, color by Architect. Caulk between all plumbing fixtures and walls with white silicone caulk. Caulk between all dissimilar materials (aluminum, plastic laminate, gypsum board, finish wood, etc.) with silicone caulk, color by Architect.</li> <li>Rooms with resilient base shall have the resilient base applied to the base of cabinets, etc.</li> <li>Provide wood blocking as required for partitions to receive wall mounted equipment, i.e., monitor brackets, shelves, cabinets, toilets accessories, movable casework, bumper rails, light fixtures, TV brackets, equipment, etc.</li> <li>At the head of all doors, provide partition construction similar to adjacent partitions.</li> <li>All closets shall be finished on the interior with painted walls and ceiling, base and floor to match adjacent room finish.</li> <li>All shelving and closet shelves to be plastic laminate finished on adjustable brackets.</li> <li>All countertops adjacent to walls shall have backsplashes and sidesplashes. All countertops shall overhang base cabinets by 1" on exposed open ends.</li> <li>All plastic laminate casework shall have 3/4" plastic laminated scribes at gypsum board partitions and soffits.</li> <li>Tolerances for built-in items, including casework and appliances, must be field verified by the subcontractor to ensure adequate clearances and proper fit.</li> </ol>	<p><b>PROJECT INFORMATION - BASE BUILDING</b></p> <p><b>BUILDING CODES HAVING JURISDICTION</b></p> <ol style="list-style-type: none"> <li>2015 INTERNATIONAL BUILDING CODE</li> <li>2015 INTERNATIONAL EXISTING BUILDING CODE</li> <li>2015 INTERNATIONAL FIRE CODE</li> <li>2015 INTERNATIONAL MECHANICAL CODE</li> <li>2015 INTERNATIONAL FUEL GAS CODE</li> <li>2018 INTERNATIONAL ENERGY CONSERVATION CODE</li> <li>2014 NATIONAL ELECTRICAL CODE</li> <li>2014 ILLINOIS PLUMBING CODE</li> <li>2018 ILLINOIS ACCESSIBILITY CODE</li> <li>2015 NFPA LIFE SAFETY CODE 101</li> </ol> <p>(ALL CODES AS ADOPTED &amp; AMENDED BY THE VILLAGE OF WINNETKA)</p> <p><b>PROJECT AREA IMPERVIOUS AREA</b></p> <p><b>PROJECT OUTDOOR AREA: 1,099 SFT:</b></p> <p><b>EXISTING IMPERVIOUS AREAS: 560 SFT</b>          AREA COVERED BY OVERHANG: 390 SFT          COLUMBARIUM WALLS: 55 SFT          STONE PAVERS PATH (2/3): 22 SFT          COLUMBARIUM PAVERS: 93 SFT</p> <p><b>EXISTING PERVIOUS AREAS: 539 SFT</b>          STONE PAVERS PATH (1/3): 11 SFT          LANDSCAPE (DIRT OR GRASS): 528 SFT</p> <p><b>NEW IMPERVIOUS AREAS: 465 SFT</b>          AREA COVERED BY OVERHANG: 390 SFT          COLUMBARIUM WALLS: 55 SFT          CONCRETE CURB: 20 SFT</p> <p><b>NEW PERVIOUS AREAS: 634 SFT</b>          PERMEABLE PAVERS: 393 SFT          LANDSCAPE (DIRT OR GRASS): 241 SFT</p>	<p><b>KEY PLAN</b></p>	<p><b>DRAWING INDEX</b></p> <p><b>GENERAL</b></p> <p>G1 Cover Sheet</p> <p><b>ARCHITECTURAL</b></p> <p>A0 Site Plan          A1 Floor Plans          A2 Elevations and Details</p> <p><b>STRUCTURAL</b></p> <p>S1 Lintel Detail and Schedule</p> <p><b>ELECTRICAL</b></p> <p>E1 Lighting Plan</p>	<p style="text-align: right;">ARCHITECT</p> <p style="text-align: right;"><b>JNKA ARCHITECTS</b>          JAEGER NICKOLAKUHLMAN &amp; ASSOCIATES, L.T.D.          350 S Northwest Hwy Ste 106 Park Ridge IL 60068          847.692.6166</p> <p style="text-align: center;">GENERAL CONTRACTOR</p> <p style="text-align: center;">STRUCTURAL ENGINEERING</p> <p style="text-align: center;"><b>CE ANDERSON &amp; ASSOCIATES</b>          175 North Franklin St. Suite 410 Chicago, IL 60606 PHONE: 312-750-1701</p> <p style="text-align: center;">CIVIL ENGINEERING</p> <p style="text-align: center;"><b>ERIKSSON ENGINEERING ASSOC., LTD.</b>          135 South Jefferson St. Suite 135 Chicago, IL 60661 PHONE: 312-463-0551</p> <p style="text-align: center;">LIGHTING CONSULTANT</p> <p style="text-align: center;"><b>AKLD LIGHTING DESIGN</b>          517 4th St. Wilmette, IL 60091 PHONE: 847-475-2010</p>																																																																																																																																																						
<p><b>ABBREVIATIONS</b></p> <table border="0"> <tr> <td>ACT ACOUSTICAL TILE</td> <td>GA GAUGE</td> <td>RCP REFLECTED CEILING</td> </tr> <tr> <td>AFT ABOVE FIN FLOOR</td> <td>GALV GALVANIZED</td> <td>PLAN PLAN</td> </tr> <tr> <td>ALUM ALUMINUM</td> <td>GC GENERAL CONTRACTOR</td> <td>RD ROOF DRAIN</td> </tr> <tr> <td>ALT ALTERNATE</td> <td>GL GLASS</td> <td>REINF REINFORCING</td> </tr> <tr> <td>AOR AREA OF REFUGE</td> <td>GWB GYPSUM</td> <td>REOD REQUIRED</td> </tr> <tr> <td>BL BLOCK</td> <td>GYPBD GYPSUM</td> <td>RO ROUGH OPENING</td> </tr> <tr> <td>BLDG BUILDING</td> <td>HDW HARDWARE</td> <td>SC SOLID CORE</td> </tr> <tr> <td>BLKG BLOCKING</td> <td>HCPD HANDICAPPED</td> <td>SCHED SCHEDULE</td> </tr> <tr> <td>BRG BEARING</td> <td>HLD HOLD</td> <td>SIM SIMILAR</td> </tr> <tr> <td>BPL BEARING PLATE</td> <td>HM HOLLO WMETAL</td> <td>SL SLIDING DOOR</td> </tr> <tr> <td>CAB CABINET</td> <td>HP HIGHPOINT</td> <td>SS STAINLESS STEEL</td> </tr> <tr> <td>CC CONTRACTOR SUPPLIED</td> <td>HR HOUR</td> <td>STL STEEL</td> </tr> <tr> <td>CC CONTRACTOR INSTALLED</td> <td>HROWD HARDWOOD</td> <td>SV STAIN VARNISH</td> </tr> <tr> <td>CJ CONTROL JOINT</td> <td>HT HEIGHT</td> <td>TB TOP BOTTOM</td> </tr> <tr> <td>CLG CEILING</td> <td>ID INSIDE DIMENSION</td> <td>TG TONGUE &amp; 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CHARLES, IL, and to the best of my knowledge comply with the Building Ordinance, Zoning Ordinance and other applicable codes and ordinances of WINNETKA, IL."</p> <p>"I have prepared, or caused to be prepared under my direct supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (410 ILCS 25) and the Illinois Accessibility Code (71 ILCS Adm. Code 400)."</p> <p>(DAVID CHRISTOPHER KUHLMAN)          ILLINOIS LICENSE NO. 001-016893, EXPIRES 11/30/2020          ILLINOIS LICENSED DESIGN FIRM NO. 184-00370</p>
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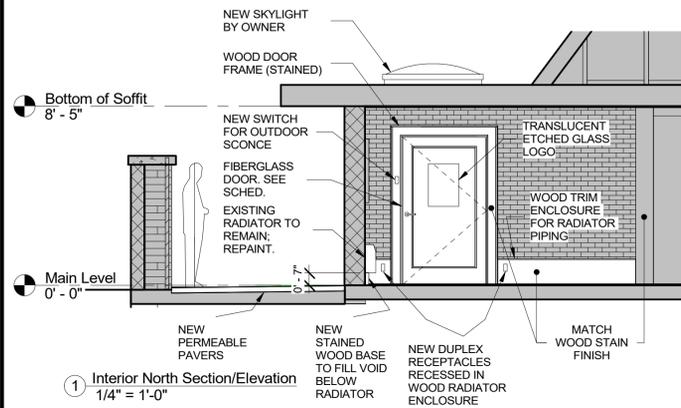
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**WINNETKA PRESBYTERIAN CHURCH**  
 1255 Willow Rd., Winnetka, IL 60093



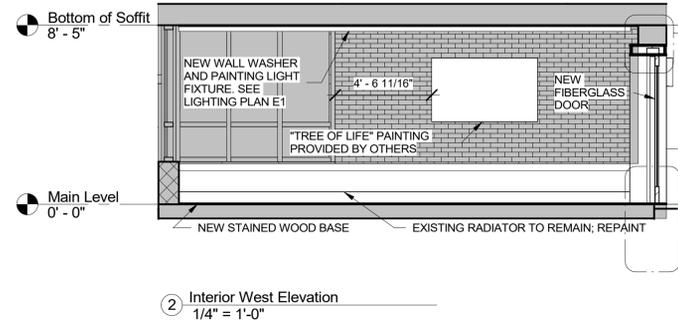
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NO. DESCRIPTION DATE	
Site Plan	
DRAWN:	PLOT DATE:
Author	12/12/2019
CHECKED:	
Checker	
JOB NUMBER:	A0
1809	

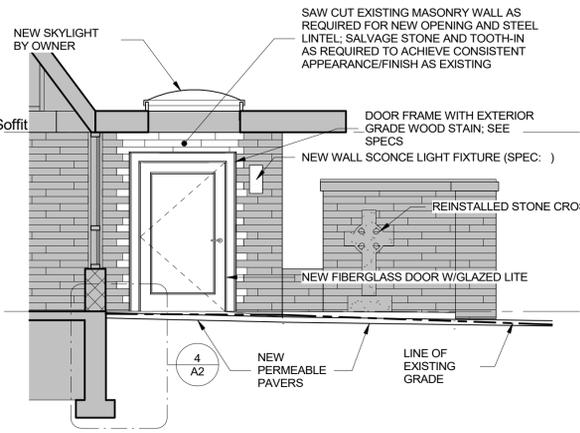




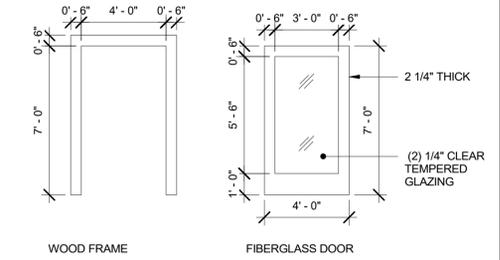
1 Interior North Section/Elevation  
1/4" = 1'-0"



2 Interior West Elevation  
1/4" = 1'-0"

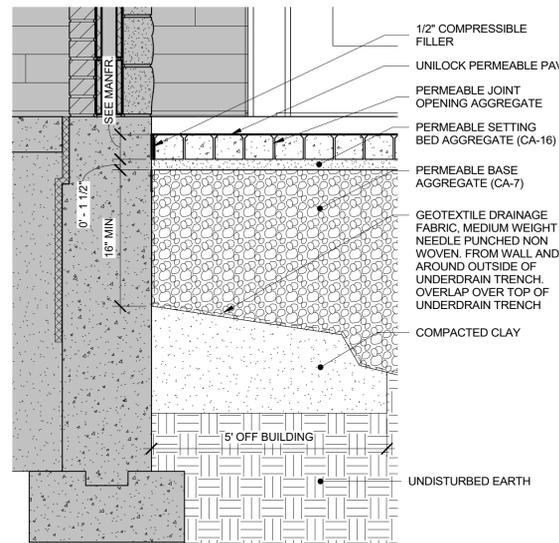


3 Exterior North Section/Elevation  
1/4" = 1'-0"

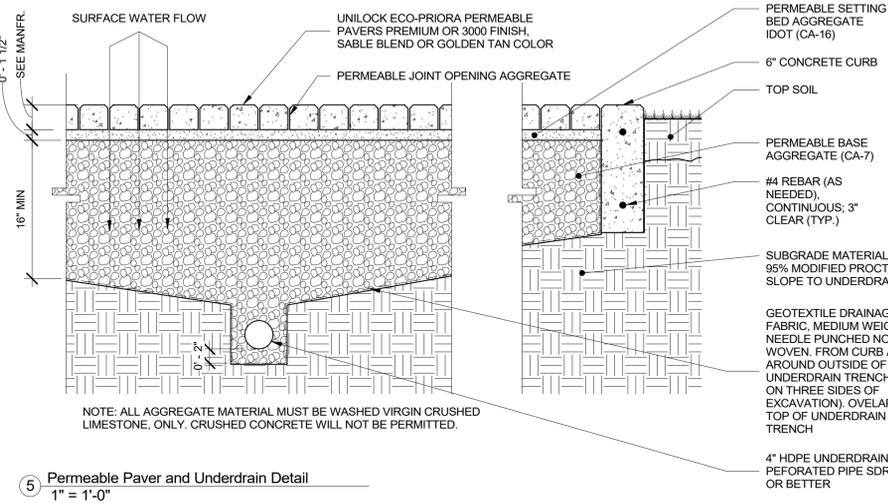


NOTES:  
- FIBERGLASS DOOR SHOULD BE SOLID IN CORE  
- WEATHER STRIPPING REQUIRED  
- ALL NEW HARDWARE SHALL MEET 2003 IBC REQUIREMENTS  
- THERMALLY BROKEN FRAME REQUIRED  
- SEE SPECIFICATIONS FOR HARDWARE

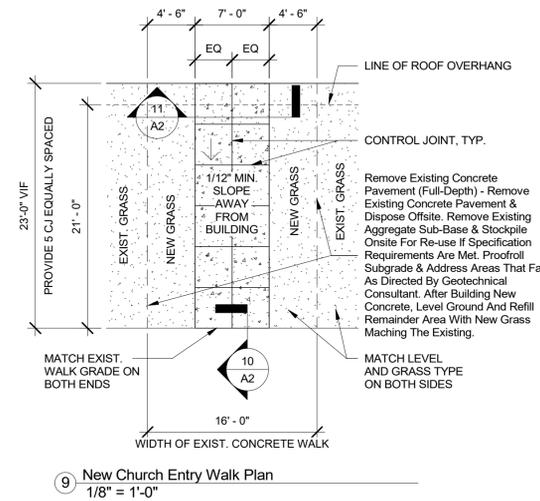
Door and Frame Elevation  
1/4" = 1'-0"



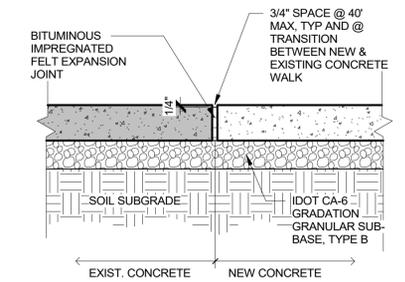
4 Pavers at Existing Wall/Foundation Detail  
1" = 1'-0"



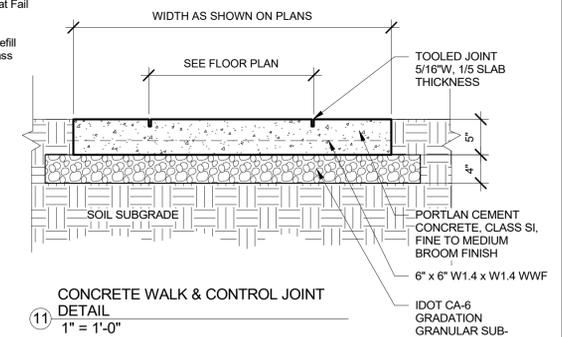
5 Permeable Paver and Underdrain Detail  
1" = 1'-0"



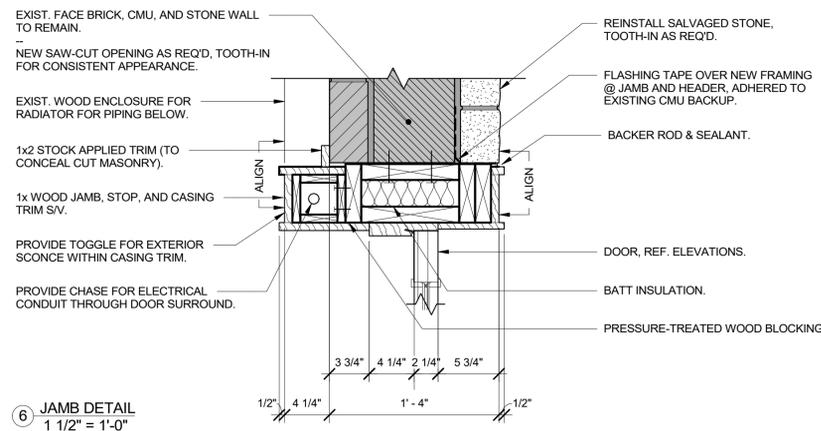
9 New Church Entry Walk Plan  
1/8" = 1'-0"



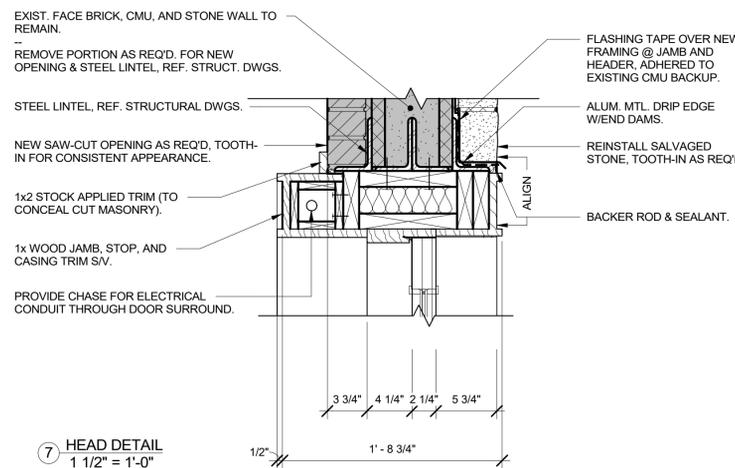
10 NEW CONCRETE JOINT DETAIL  
1" = 1'-0"



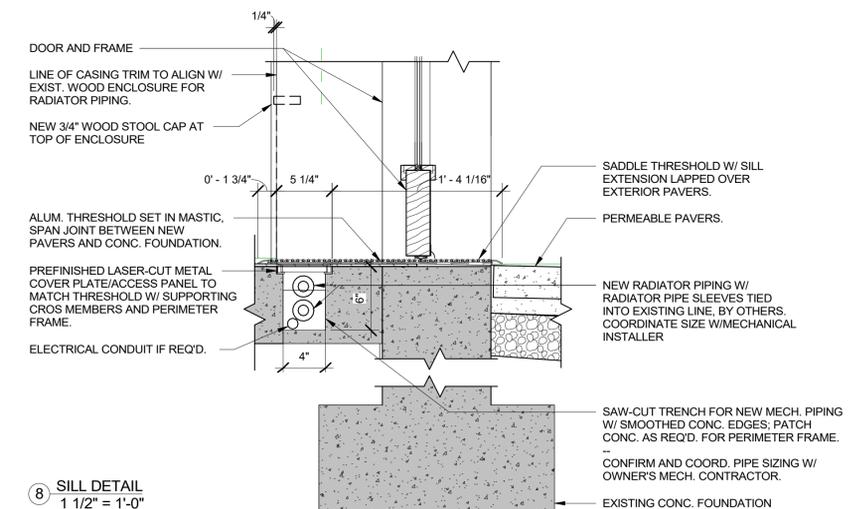
11 CONCRETE WALK & CONTROL JOINT DETAIL  
1" = 1'-0"



6 JAMB DETAIL  
1 1/2" = 1'-0"



7 HEAD DETAIL  
1 1/2" = 1'-0"



8 SILL DETAIL  
1 1/2" = 1'-0"

RENOVATIONS TO:

WINNETKA PRESBYTERIAN CHURCH  
1255 Willow Rd., Winnetka, IL 60093



Winnetka Presbyterian Church  
1255 Willow Road  
Winnetka, Illinois 60093



Jaeger Nickola Kuhlman & Associates, Ltd.  
350 South Northwest Highway  
Park Ridge, Illinois 60068



Permit Revision Set 12/12/2019  
Zoning Review Set 10/21/2019  
Permit & Bid Set 09/09/2019

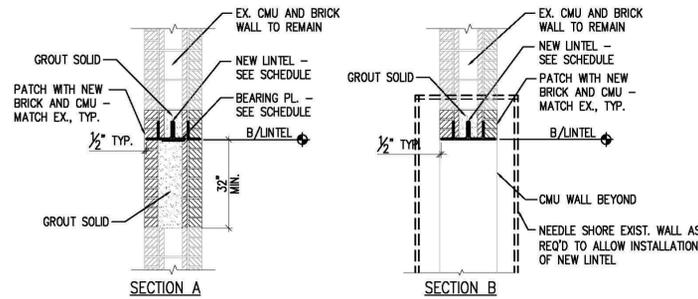
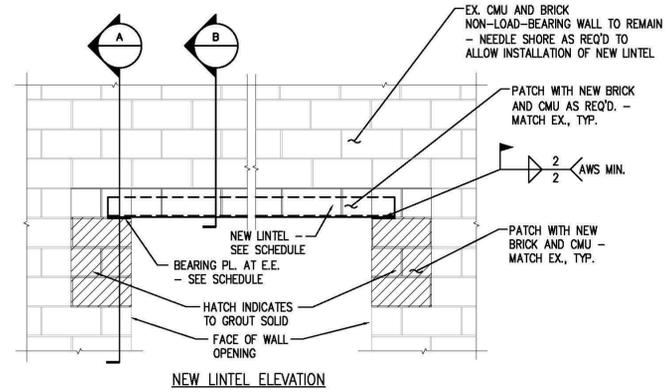
Elevations and Details

DRAWN: FA  
PLOT DATE: 12/12/2019

CHECKED: DK/TD

JOB NUMBER: 1809

A2



**2** LINTEL DETAILS AT EXIST.  
S1.0 SCALE: 1/2" = 1'-0"

NOTE:  
G.C. IS TO ADEQUATELY SHORE EX. BRICK AND CMU WITH NEEDLE SHORING AS REQ'D.

LINTEL SCHEDULE					
MARK	MEMBER SIZE	BEARING PL.	WALL TYPE	OPENING SIZE	REMARKS
L-1	(4) 15x3 1/2 x 3/8 LLV	PL. 6"x6"x3/8"	EX. 8" CMU + BRICK WALL	7'-0"	SEE BELOW

**NOTES:**

- SEE ARCHITECTURAL DRAWINGS FOR WALL OPENING LOCATIONS, LINTEL ELEVATIONS, AND ADDITIONAL LINTEL INFORMATION.
- ALL OPENINGS IN MASONRY WALLS, NEW & EXISTING, WHERE REQUIRED BY ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION TRADES SHALL BE PROVIDED WITH A LINTEL PER THE REQUIREMENTS OF THE LINTEL SCHEDULE PER EACH WALL TYPE. GENERAL CONTRACTOR TO COORDINATE WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION FOR OPENING LOCATIONS, SIZES AND WALL THICKNESSES.
- INSTALL ANGLE LINTELS LONG LEGS VERTICAL, U.N.O.
- PROVIDE 6" MINIMUM BEARING AT EACH END OF ANGLE LINTELS, U.N.O.
- SEE DETAIL 2/S-1 FOR LINTEL DETAILS.

**1** LINTEL SCHEDULE  
S1.0 SCALE: N.T.S.

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NO. DESCRIPTION DATE

Lintel Detail and Schedule

DRAWN: PLOT DATE:

CC 12/12/2019

CHECKED:

DK/TD/FA

JOB NUMBER:

1809

**S1**

New electrical conduit and stub for fountain (owner to provide fountain)

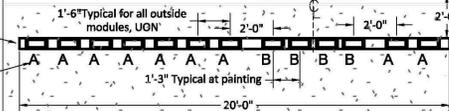
Type K1: Linear wallwash module in surface mounted extrusion. Verify exact location of luminaire and dimmers prior to installation. Lumenwerx #CLUCOMS(SURFACE)-20FT-LED-90-27-UNV / WRO-MF04-LED / CLU10-13-1200LM / BLA-7FT / D1-2-SURFACE-W

Provide two dimmers for separate control of A and B channels

Type K2 Typical: Surface mounted at existing j-box. Provide new dimmer. AFX #RVEF2032LAJUDSNLW(MOD 2700K), Install with 2700K color temperature selected.

Existing dimmer locations. Verify existing branch circuit capacity at Church Proper panel prior to connecting new lighting. Connect Complete to existing circuiting as required for a fully functional system.

New Duplex Electrical Receptacle recessed on wood enclosure and interior switch for exterior wall sconce. Hide conduit inside enclosure and around wood door frame. Switch recessed inside wood frame.



**SYMBOLS KEY:**

- |     |   |   |   |      |  |
|-----|---|---|---|------|--|
| □ ○ | RECESSED DOWNLIGHT FIXTURE-LINE OR LOW VOLTAGE. | ⊕ | DUPLEX RECEPTACLE   | — —  | SINGLE POLE SWITCH-<br>(3) 3-WAY<br>(4) 4-WAY<br>(J) JAMB<br>(F) FAN SPEED CONTROL<br>(B) FANLIGHT CONTROL |
| □ ○ | RECESSED ADJUSTABLE FIXTURE-LINE OR LOW VOLTAGE | ⊕ | FAN / MOTOR   | — —  | WALL BOX DIMMER-<br>(3) 3-WAY<br>(ELV) ELECTRONIC LOW VOLTAGE<br>(MLV) MAGNETIC LOW VOLTAGE                |
| □ ○ | SURFACE MOUNTED MONOPOINT. REMOTE TRANSFORMER.  | ⊕ | MOTORIZED WINDOW TREATMENT-<br>CONFIRM WIRING REQUIREMENTS WITH WINDOW TREATMENT VENDOR         | — —  | SMART SWITCH ON LIGHTING SYSTEM  |
| □ ○ | LOW VOLTAGE MINI RECESSED DOWNLIGHT             | ⊕ | TRANSFORMER - 120V/12V OR 120V/24V  | — —  | SMART DIMMER ON LIGHTING SYSTEM  |
| □ ○ | RECESSED WALL WASH FIXTURE                      | ⊕ | CLOCK RECEPTACLE  | — —  | LIGHTING CONTROL KEYPAD OR SCENE CONTROL DEVICE  |
| □ ○ | SURFACE MOUNTED PENDANT OR CHANDELIER           | ⊕ | DUPLEX RECEPTACLE-<br>WALL (WP) WEATHER PROOF   | 000A | CONTROL SYSTEM LOAD ID NUMBER  |
| □ ○ | SURFACE MOUNTED WALL SCONCE                     | ⊕ | SWITCHED WALL DUPLEX RECEPTACLE -<br>CONFIRM EXACT LOCATION                                     |      |  |
| □ ○ | PICTURE LIGHT                                   | ⊕ | DIMMED WALL DUPLEX RECEPTACLE<br>CONFIRM EXACT LOCATION   |      |  |
| □ ○ | FREE-STANDING LIGHT FIXTURE                     | ⊕ | SWITCHED FLOOR MOUNTED RECEPTACLE<br>ON LTG CONTROL SYSTEM-<br>CONFIRM LOCATION WITH THE OWNER. |      |  |
| □ ○ | LINEAR LOW VOLTAGE FIXTURE                      | ⊕ | DIMMED FLOOR MOUNTED RECEPTACLE<br>ON LTG CONTROL SYSTEM-<br>CONFIRM LOCATION WITH THE OWNER.   |      |  |
| □ ○ | VERTICALLY MOUNTED LINEAR LOW VOLTAGE FIXTURE   | ⊕ |   |      |  |
| □ ○ | SURFACE MOUNTED STEP LIGHT                      | ⊕ |   |      |  |
| □ ○ | RECESSED WALL MOUNTED FIXTURE                   | ⊕ |   |      |  |
| □ ○ | INGROUND MOUNTED UPLIGHTS                       | ⊕ |   |      |  |

**GENERAL NOTES:**

- REFER TO ARCHITECTURAL AND MILLWORK DRAWINGS FOR ADDITIONAL LIGHTING INFORMATION.

**KEY NOTES:**

- VERTICALLY MOUNTED LINEAR LED.
- UNDERCABINET LINEAR LED MOUNTED TO THE BOTTOM OF THE UPPER CABINET.
- FIXTURE WITH TRIM ADAPTOR FOR WOOD CEILING. ADDITIONAL COORDINATION REQUIRED.

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NO.	DESCRIPTION	DATE
Lighting Plan		
DRAWN:	MPFA	12/12/2019
CHECKED:	DK/TD	
JOB NUMBER:	1809	
		<b>E1</b>

**EXHIBIT C**  
**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Church Extension Board of the Presbytery of Chicago, d/b/a Winnetka Presbyterian Church ("**Applicant**"), is the record title owner of that certain parcel of real property commonly known as 1255 Willow Road in the Village ("**Subject Property**")

**WHEREAS**, the Applicant desires to construct an addition to the Subject Property consisting of an outdoor plaza along Hibbard Road; and

**WHEREAS**, Ordinance No. M-4-2020, adopted by the Village Council on \_\_\_\_\_, 2020 ("**Ordinance**"), grants a special use permit and a certificate of appropriateness to the Applicant to permit the construction of the plaza on the Subject Property; and

**WHEREAS**, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant does hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of variations and a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant does hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations and the special use permit for the Subject Property.
5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts'

fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: \_\_\_\_\_, 2020

ATTEST: **CHURCH EXTENSION BOARD OF THE  
PRESBYTERY OF CHICAGO, D/B/A  
WINNETKA PRESBYTERIAN CHURCH**

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

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