

**Winnetka Village Council**  
**REGULAR VIRTUAL MEETING**

Cisco WebEx  
May 19, 2020  
7:00 PM

**AGENDA**

As the Village of Winnetka continues to follow social distancing requirements and Governor Pritzker's Stay at Home Executive Order, the Winnetka Village Council Meeting on Tuesday, May 19, 2020 will be held virtually beginning at 7:00 PM. The meeting will be livestreamed via the Cisco WebEx platform.

The public has two options for participating in this virtual Village Council meeting:

- 1) Listen to the meeting by calling: 1-408-418-9388, Meeting ID – 622-411-472 (Please note there is no additional password or attendee ID required)
- 2) View the livestream of the meeting from a smart phone, tablet, or computer. Download the Cisco WebEx meetings app and join Meeting ID: 622-411-472. Event Password: VC-0519-2020

Public comments should be emailed to [contactcouncil@winnetka.org](mailto:contactcouncil@winnetka.org). Public comments received by 6:45 p.m. on Tuesday, May 19, 2020 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – “Village Council Meeting Public Comment”
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or agenda item number, if related to a specific agenda item

All emails received will be acknowledged either during or after the meeting, depending on when they are received.

If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093

**Winnetka Village Council**  
**REGULAR VIRTUAL MEETING**

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May 19, 2020  
7:00 PM

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) June 2, 2020 Regular Meeting
  - b) June 9, 2020 Study Session
  - c) June 16, 2020 Regular Meeting
- 4) Public Comment
- 5) Village Green Flag Request: Memorial Day Observance.....3
- 6) Reports
- 7) Approval of Agenda
- 8) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) May 12, 2020 .....4
  - b) Approval of Warrant List dated May 1 - 14, 2020 .....11
  - c) Resolution No. R-40-2020: 2020 Sewer Relining Program (Adoption).....12
  - d) Resolution No. R-41-2020: Contract for Sanitary Sewer Inspection Services (Adoption) ...24
- 9) Ordinances and Resolutions
  - a) R-39-2020: Line Clearance Contract .....32
- 10) Old Business: None.
- 11) New Business: None.
- 12) Motion to Extend Village President's Declaration of Emergency .....78

- 13) Appointments
- 14) Closed Session
- 15) Adjournment

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (Governance > Agendas & 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:  
<https://www.villageofwinnetka.org/AgendaCenter>.

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, 847-716-3545; T.D.D. 847-501-6041.

From: The Cripe Family (Andrew, Christina, Henry, Charlie, William and Julia)  
Date: May 14, 2019  
To: Rob Bahan, Village Manager; Chris Rintz, Village President; Village Council  
CC: Alan Berkowsky, Fire Chief  
Marc Hornstein, Police Chief  
Subject: Winnetka Village Green flag planting request for Memorial Day Observance

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Dear Village Manager Bahan, Village President Rintz and Village Council,

As you know, our family has served as the caretakers of the annual 9/11 flag planting tradition on the Village Green in recent years. With the cancellation of our customary Memorial Day observances, our family would like permission to plant flags in honor of those Winnetkans who died in the service of our country. We would plant the same small flags we normally use for the 9/11 memorial – one for each of the Winnetkans listed on the cenotaph. We would concentrate the flags near the cenotaph. While we normally look for as many volunteers as possible, given the stay at home restrictions, our family would plant the flags on our own. We will plant them before sunrise on May 25 and take them down after sunset.

We would also encourage other Winnetkans to visit the cenotaph – in their respective family/household units and respecting all social distancing guidelines. If any families wish to leave flowers, signs, art or other items at the cenotaph to show their appreciation to our fallen residents, our family would also collect and store those when we collect the flags.

More than ever, this is a time to unite together (even if safely spaced apart) to honor those who have served our nation.

Thank you for your consideration and support.

Sincerely,

Andy, Christina, Henry, Charlie, William and Julia

**MINUTES  
WINNETKA VILLAGE COUNCIL  
SPECIAL VIRTUAL MEETING  
May 12, 2020**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on WebEx video software on Tuesday, May 12, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Present via videoconference: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penny Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Community Development Director David Schoon, Finance Director Tim Sloth, and approximately 10 audience members in the remote feed.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Seating of New Village Council.
  - a) Village Clerk's Report: Election Results. Manager Bahan reviewed the election results of the March 17, 2020 election in which three Village Trustees were elected to office.
  - b) Administer Oath of Office to Trustees-elect Apatoff, Lanphier and Swierk. Manager Bahan administered the oath of office to Trustees Swierk, Apatoff and Lanphier. President Rintz called the new Council to order at 7:07 PM.
- 4) Quorum.
  - a) May 19, 2020 Regular Council Meeting. All of the Council members present said they expect to attend.
  - b) June 2, 2020 Regular Council Meeting. All of the Council members present said they expect to attend.
- 5) Public Comment. None.
- 6) Reports:
  - a) Trustees.
    - i) Trustee Dearborn reported on the last Chamber of Commerce meeting; the Chamber is doing everything in its power to help the business community.
  - b) Attorney. None.
  - c) Manager. None.
  - d) Village President. President Rintz noted only five new cases of Covid-19 have been reported in Winnetka in the last 25 days, and he urged staying the course of social distancing and wearing masks in public. He said he was disappointed in the State's Restore Illinois Plan, as the plan ignores the regions that have been successful in flattening the Covid-19 curve. He called on the Governor to use a more surgical method in giving approval for well-performing municipalities to move the Phase 3 and open their nonessential businesses on a limited basis. He expressed concern for small businesses

who are struggling to find sources of income during the Stay at Home Order. He encouraged businesses to apply for Pandemic Unemployment Assistance and offered the Village's help to local businesses applying for the funds.

- 7) Approval of the Agenda. Trustee Cripe, seconded by Trustee Coladarci, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

8) Consent Agenda

- a) Village Council Minutes.

- i) April 21, 2020 Regular Virtual Meeting.

- b) Approval of Warrant List dated April 3 - 17, 2020 in the amount of \$985,355.98.

- c) Resolution No. R-38-2020: Waiving Formal Bidding And Approving Agreements With Survalent Technology Corporation For Software Support Services (Adoption).

Trustee Swierk, 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 Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

9) Ordinances and Resolutions.

- a) Ordinance No. M-6-2020: 859 Sheridan Road Variations (Introduction/Adoption).

Mr. Schoon reviewed this request for zoning variations to allow an addition and replacement of a legally nonconforming garage. The variations, if granted, would allow the side and rear yard setbacks to be less than the requirement in the Zoning Ordinance, and allow a front-facing garage door to be wider than the maximum permitted.

Trustee Apatoff asked if the letter of support was from the neighbor on the side of the setback variance; Mr. Schoon responded in the affirmative.

There being no other questions or comments from the Council, Trustee Swierk, seconded by Trustee Apatoff, moved to waive introduction of Ordinance No. M-6-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Coladarci, moved to adopt Ordinance No. M-6-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

- b) Ordinance No. M-7-2020: 191 Sheridan Road - Variation (Introduction/Adoption).

Mr. Schoon reviewed this request for a front yard setback variation to allow the replacement of an existing accessory building fronting on Lake Michigan. A variation for a front yard setback to allow construction of an artist studio and swimming pool was previously approved by the Council in November, 2017; however, construction was delayed and the original building permit has expired. Since that time, the applicants have reduced the scale of their project, and omitted the swimming pool and a tunnel connecting the accessory building to the residence. He explained that construction materials would be brought in by barge since the adjoining lots are so close together.

After several Trustees asked questions relating to the plan details, the applicants, Scott and Nancy Santi, and their architect, Jeff Harting, joined the meeting.

Mr. Harting explained that the proposal had been reduced after conversations with the adjacent neighbors that made it apparent the construction materials would have to be barged to the site. Based on that extra expense, and wanting to accommodate the neighbors, the applicants reduced their project scope.

After Mr. Harting answered a few questions from the Council, Ms. Kazenas read a letter from Charles Hannon, 181 Sheridan Road. Mr. Hannon stated he did not oppose the granting of the requested variations subject to following conditions:

1. The replacement building be built in the same footprint as the existing building;
2. Construction materials be delivered by barge to the site;
3. No pneumatic drilling be done that would harm his property in any way;
4. Use of an existing sidewalk easement must only be used by construction workers;
5. Any required construction fence be of an opaque material and only surround the construction site;
6. The neighborhood "view easement" be observed; and
7. Construction does not exceed 180 days, and the site is then fully restored.

President Rintz asked what the typical building permit timeframe is. Mr. Schoon said it is 15 months, and it is not typical in a variation process for a condition to be placed on the project to finish in six months.

Trustee Swierk noted that the Council does not have jurisdiction of means and methods of construction.

Trustee Dearborn said the applicants are being asked by the neighbor to the south not to do structure shoring; and the neighbor to the north is demanding structural shoring. He asked what the plans are for bluff shoring.

Mr. Harding explained that no pile driving is planned and only minimal shoring will be done to shore up the existing retaining wall, which is dilapidated.

Attorney Schuster explained that the Village should not adjudicate a private easement between property owners.

Ms. Kazenas next read a letter from Leo and Milena Birov, 195 Sheridan Road. The Birovs asked the Village to require bluff structural shoring at the Subject Property in order to protect their adjacent bluff. The Birovs also opined that Winnetka does not have adequate bluff protection measures in place for homes along the Lake.

Trustee Swierk commented that the Santi's proposal will reconstruct an existing structure and in doing so, make the bluff more secure.

Trustee Coladarci asked if granting the zoning variation will open the Village to liability in the event the Lake damages or destroys the new structure.

Attorney Schuster responded that the likelihood of liability for the Village is minimal, since tort immunity protects the Village in the granting of building permits and zoning relief. The Subject Ordinance also contains an unconditional agreement that indemnifies the Village.

Trustee Cripe commended the Santis for reducing the scale of their original project and negotiating with their neighbors. He noted that a compelling reason for granting zoning relief relates to encouraging homeowners to keep older homes rather than tearing them down.

Trustee Dearborn said the fact that the revised project is significantly smaller and less invasive is a deciding factor for him to approve the project.

Trustee Apatoff agreed and added that barging in construction materials makes the project much more difficult; he commended the applicants for their flexibility.

Trustee Lanphier noted that the new plan is more sympathetic to the bluff and Lakefront and also commended the applicants for barging in materials.

Trustee Apatoff, seconded by Trustee Coladarci, moved to waive introduction of Ordinance No. M-7-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Cripe, seconded by Trustee Lanphier, moved to adopt Ordinance No. M-7-2020. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

10) Old Business. None.

11) New Business.

- a) COVID-19 Financial Impact Update. Mr. Sloth explained that Village staff has been closely monitoring the financial impact of the Covid-19 pandemic. With the current Stay at Home Order in place until May 31 and a phased reopening strategy in place, the outlook for the future remains uncertain. Winnetka has historically maintained conservative fund balance policies, and was well-positioned going into the financial downturn. Fund balances are strong and cash on hand will be sufficient to meet payment obligations for the remainder of the year and beyond. The General Fund holds in reserve six months of operating expenses; the Water and Electric Funds retain a minimum of four-months' operating expenses. All of these funds currently exceed their policy minimums.

Next Mr. Sloth reviewed the direct financial impact to Winnetka. Increased expenses due to the pandemic response currently total \$23,545 (personal protective equipment, cleaning supplies and technology to facilitate remote working conditions). The Village is pursuing public grants and liability insurance claims for reimbursement of these costs. While there will be additional expenses related to the pandemic response, the primary financial impact will be in decreased revenues. Staff has developed revenue projections based on the Stay at Home Order continuing through May; a slow resumption of activity in June and recessed economic environment from July through the end of the year. These projections form the best estimate of the Village's financial picture for planning purposes; the situation is being constantly monitored, and assumptions will be updated as conditions change.

Mr. Sloth reviewed the General Fund impact:

- Permit Revenue: Staff anticipates permit revenue to end the year at 71% of budget expectations.
- Sales tax: Sales tax revenue is expected to end the year at 75% of budget projections.
- Income tax (Local Government Distributive Fund): This reimbursement from the State is projected to end the year at 86% of the budgeted amount.
- Fines: Fewer parking violations issued will mean fines will only come in at approximately 71% of expectation.
- Interest income: Federal Funds rate decrease will result in decreased interest revenue at 48% of projections.
- Property taxes are expected to hold up at 97% of projections; these revenues comprise 55% of General Fund revenues and are a very stable source of income.

In total, Staff projects a General Fund revenue shortfall of \$1,668,946. The Motor Fuel Tax Fund is expected to have a \$135,409 shortfall due to the decreased consumption of fuel while people work from home or are unemployed.

The Water Fund is projected to bring in 89% of expected revenues for a \$554,452 decrease in projected income; the Electric Fund is expected to realize 92% of budgeted revenue for an estimated \$1,489,313 shortfall. These losses are offset somewhat by 2020 rate increases.

The Sanitary Sewer Fund is expected to achieve 90% of projected revenues; while the Stormwater and Refuse Funds, which are based on monthly fees, are anticipated to track with budget projections.

Due to declines in investment performance for the first quarter, the Fire Pension Fund is down \$3,639,666 for the first quarter; the Police Pension Fund is down \$3,901,658. No first quarter results have been released for the Illinois Municipal Retirement Fund. While pension fund investment performance may impact future contribution amounts, the amount is smoothed over a five-year period; the full impact will be determined at year's end.

Overall, a \$3.9 million in budget shortfall is anticipated; Staff has developed a program of \$3,887,900 in budget cuts to mitigate projected revenue shortfalls. Some of the methods to cut costs include deferring staff recruitments, realizing reduced overtime costs as events are cancelled, cutbacks to supplies, reduced landscaping/forestry programs, postponing capital projects, and reduced transfers to other funds.

Proposed General Fund capital budget reductions include: (i) reducing the sidewalk replacement program; (ii) deferring the purchase of a new leaf vector; (iii) postponing fire training tower repairs; and (iv) reductions in the street replacement program. These deferments will be re-evaluated in the 2021 Budget process for possible inclusion next year.

Proposed reductions in the Electric Fund capital budget include deferring the ComEd interconnection project and putting off the purchases of switchgear and pad mount transformers. The Water Fund budget would be reduced by deferring water main projects and postponing the Water Plant roof replacement project. To balance the remaining funds, the Willow Road Phase II Engineering project will be delayed; the Sanitary Sewer capital program will be cut by 50%; and deferring the purchase of new refuse containers until 2021.

Mr. Sloth explained that Staff will continue to closely monitor the financial impacts of the economic downturn and regularly update projections based on new data. The Council will receive another detailed report in July, and will use the latest information to plan for the 2021 Budget.

The Trustees commended Staff for breaking down all of the budget impacts by Fund and for being proactive in making budget reductions. All were in agreement that keeping the reserves untouched for the time being is the most prudent course of action.

Trustee Cripe added that the Council needs to have a discussion about how to get Winnetka businesses open again in light of the Governor's plan, which he said does not reflect the reality in Illinois.

Manager Bahan thanked the Department Head team for working through a mini budget process and making difficult cuts; and he expressed gratitude for the support of the Council. He noted that staff is tracking not only the hard costs, but soft costs like inefficiencies in staff time, etc. Staff is also pursuing sources of revenue in the event funds become available for shovel-ready projects to facilitate moving some deferred projects forward.

President Rintz commented that tracking all of the Covid-19 costs is very important so the Village is ready to file for any Federal aid that might be offered in the future.

- 12) Motion to Extend Village President's Declaration of Emergency. Attorney Schuster said the current Declaration of Emergency, issued on March 17, is set to expire at the adjournment of the current Council meeting. If the Council desires to extend the Declaration, it must pass a motion to extend it; this motion will likely be needed at each subsequent Council meeting until the state of emergency has ended.

President Rintz asked Attorney Schuster to elaborate on the advantages to keeping the Declaration in place.

Attorney Schuster explained that the main benefit is that it provides the Village President authority to continue to act, if the need arises, during the emergency. The Declaration also provides Manager Bahan the power to implement more atypical staffing protocols that are outside normal operating procedures. Most fundamentally, it allows the Village President to issue orders, if it becomes imperative to do so, without convening a Council meeting. In the absence of any special orders, it is simply the original orders that are being extended with this proposed motion.

Trustee Apatoff asked how the Declaration has been used to-date.

Manager Bahan explained that the Declaration hasn't been used for emergency procurement; however, when it comes to staffing, it gives the Village flexibility over staff schedules and

overrules certain aspects of collective bargaining agreements to allow shift allocation in a safe and appropriate manner. This portion of the Declaration has been really helpful in protecting not only the safety of employees, but of the public as well. He added that the Village has been regularly coordinating with other units of government on communications efforts and issues that arise relating to the pandemic response.

Trustee Cripe, seconded by Trustee Dearborn, moved to extend the duration of the declaration of civil emergency originally executed by the Village President on March 17 until a date that is seven days from the date of this motion or until the adjournment of the next regular, special, or emergency meeting of the Council, whichever occurs later. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

13) Appointments. None.

14) Closed Session. None.

15) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:48 PM.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Approval of Warrant List Dated May 1 - 14, 2020

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

**Agenda Date:** 05/19/2020

**Consent:**  YES  NO

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

### Item History:

None.

### Executive Summary:

The Warrant List dated May 1-14, 2020 was emailed to each Village Council member.

### Recommendation:

Consider approving the Warrant List dated May 1-14, 2020.

### Attachments:

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-40-2020: 2020 Sewer Relining Program (Adoption)

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

**Agenda Date:** 05/19/2020

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

**Consent:**  YES  NO

### Item History:

This year, the Village of Winnetka is partnered with the municipalities of Mount Prospect, Glencoe, Glenview, and Highland Park to obtain a contract for the trenchless relining of sanitary and storm sewers. The joint contract allows combining projects from several municipalities to procure reduced pricing.

### Executive Summary:

On February 10, 2020, four contractors submitted bids, with Hoerr Construction, Inc. providing the lowest responsible bid. This is a single-year contract with the option to extend for an additional year. The Partnering Initiative releases an RFB for Sewer lining annually, and then discusses a renewal option amongst the participating municipalities upon completion of the initial work. If multiple municipalities agree to a renewal, the contractor will be approached to discuss that renewal. This affords the municipalities the maximum amount of flexibility. The proposed relining locations are listed on the attached Project Location Summary Sheet, as well as on the attached maps. This year's relining program included high-priority sanitary sewer areas as well as the storm sewer on Warwick Avenue, since it would coincide with water main improvements scheduled in conjunction with our 2020 Road Rehabilitation Program.

As a result of the financial stresses associated with the COVID-19 pandemic, the Village Council evaluated a number of potential project deferrals at the May 12 Council meeting. The Council directed staff to reduce the expenditure for sanitary sewer lining from the budgeted amount of \$400,000 to \$200,000. Therefore, staff will limit the lining expenditure for sanitary sewers to the most critical sections of sewer, not to exceed \$200,000. The storm sewer relining on Warwick will be paid for out of the Storm Sewer Fund within the budget of \$50,000. Since Hoerr Construction has performed in a satisfactory manner in the past, staff recommends awarding the 2020 sewer lining contract to Hoerr Construction, Inc.

### Recommendation:

Consider adopting Resolution No. R-40-2020 awarding the contract for 2020 relining services to Hoerr Construction, Inc. for an amount not to exceed \$200,000 for sanitary sewer relining and an amount not to exceed \$50,000 for storm sewer relining, for a total amount not to exceed \$250,000.

### Attachments:

Resolution No. R-40-2020  
Bid Tabulation (Winnetka Quantities)  
Project Maps

**A RESOLUTION APPROVING A CONTRACT WITH  
HOERR CONSTRUCTION, INC. FOR  
SEWER RELINING WORK**

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

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

**WHEREAS**, the Village has appropriated funds for trenchless relining services for certain portions of Village’s existing sanitary and storm sewers (“*Work*”); and

**WHEREAS**, the Village, together with the Village of Mount Prospect (Lead Agency), the Village of Glencoe, the Village of Glenview, and the Village of Highland Park (collectively, the “*Municipalities*”) jointly requested bids for performance of the Work within each Municipalities’ respective corporate boundaries; and

**WHEREAS**, the Municipalities received five bids for the Work and opened the bids on February 10, 2020; and

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

**WHEREAS**, the Village Council desires to enter into a one-year contract, with an option to extend one additional year, with Contractor for the performance of the Work within the Village’s corporate boundaries (“*Contract*”) in an amount not to exceed \$250,000; and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

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

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

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

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**

**VILLAGE OF WINNETKA  
REQUEST FOR CONTRACT PROPOSALS  
AND CONTRACT**

**OWNER:**

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **2020 SEWER RELINING PROGRAM; BID NUMBER 020-00X**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference: **N/A FOR THIS CONTRACT**

Every prospective bidder is required to attend a Pre-Bid Meeting scheduled for \_\_\_:\_\_\_ A.M., [day] [date], 20\_\_\_ in Room \_\_\_\_\_ at [City/Village] Hall, [address] to review the scope of the Work and the project specifications. Failure to attend this mandatory meeting will disqualify the bidder.

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated on Page 5 of the Contract form and must be signed by an authorized official. All contract proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to Owner, in amount equal to at least 10 percent of the Total Contract Price named in the Schedule of Prices section of the Contract form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Anthony Vasquez, Assistant Director of Finance at 847-716-3504 between the hours of 8:30 A.M. and 5:00 P.M.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

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

Village of Winnetka

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

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

# VILLAGE OF WINNETKA

## CONTRACT FOR

### 2020 SEWER RELINING PROGRAM; BID NUMBER 020-00X

Full Name of Bidder HOERR CONSTRUCTION ("Bidder")

Principal Office Address 1601 W. LUTHY DRIVE, PEORIA, IL 61615

Local Office Address

Contact Person Telephone Number 309-691-6653

TO: Village of Winnetka ("Owner")  
510 Green Bay Road  
Winnetka, IL 60093  
Attention: Anthony Vasquez, Assistant Director of Finance

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. **NONE**, which are securely stapled to the end of this Contract.*

#### 1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **2020 SEWER RELINING PROGRAM** at Various Locations (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates meeting the insurance requirements **outlined in Section 2.4**, and as specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully

provided, performed, and completed in accordance with the Specifications for the **2020 SEWER RELINING PROGRAM**, attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

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

#### 2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the:

TOTAL WINNETKA BID PRICE of: \$ 448,127.20 ;

**[PER THE SCHEDULE OF PRICES ATTACHED]**

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with Section 2.5 and Part 3 of this Contract.

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

**3. Contract Time**

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after

Owner's acceptance and award of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work **no later than October 30, 2020.**

**4. Financial Assurance**

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract, but prior to commencing work. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows, and in accordance with Section 2.4 of the Specifications:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

Coverage is to be written on an "occurrence" basis.

Coverage to include:

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

- Contractual Liability

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

4. **Umbrella Liability**

Limits shall not be less than:

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

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. **Indemnification.** If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in **Section 6 of this Contract.**

D. **Penalties.** If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Contract**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. **Bidder's Representations and Warranties**

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

A. **The Work.** The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in **Section 1B of this Contract**; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in the **SPECIFICATIONS PROPOSAL & CONTRACT DOCUMENTS FOR 2020 SEWER RELINING PROGRAM**, and associated work. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **ONE** year after final payment or such longer period as may be prescribed in the performance standards set forth in **Section 1B of this Contract** or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed

to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. **Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance 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, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; 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; and any statutes regarding safety or the performance of the Work.

C. **Prevailing Wage Act.** This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). 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 will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. **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 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 (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. Bidder is not 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 Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. **Qualified.** Bidder has successfully completed similar contracts for the Village of Winnetka within the last three full calendar years, and can perform a minimum of 51% of the contract under their own forces, shall be considered to be prequalified. The qualifications of all other bidders shall be determined by the Village, in the exercise of its discretion. Bidder also has the ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. **Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract 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 shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall 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; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; 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 the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, 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; or of any remedy, power, or right of Owner.

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: \_\_\_\_\_, 20\_\_.

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

Bidder's Name: \_\_\_\_\_

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

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(Corporate seal) Printed Name: \_\_\_\_\_  
(if corporation) Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS

**ACCEPTANCE**

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

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

**VILLAGE OF WINNETKA**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

**WINNETKA QUANTITIES ONLY**

Item No.	Items	Grand Total	Hoerr Construction			Visu-Sewer			Insituform			Benchmarck		
			Bid Unit Year 2020	Bid Unit Year 2021	Total	Bid Unit Year 2020	Bid Unit Year 2021	Total	Bid Unit Year 2020	Bid Unit Year 2021	Total	Bid Unit Year 2020	Bid Unit Year 2021	Total
1	8" Cured in Place Pipe	4,717	\$25.60	\$27.50	\$120,755.20	\$27.00	\$30.50	\$127,359.00	\$26.13	\$26.91	\$123,255.21	\$36.00	\$39.60	\$169,812.00
2	10" Cured in Place Pipe	230	\$28.00	\$30.00	\$6,440.00	\$30.50	\$34.25	\$7,015.00	\$32.98	\$33.97	\$7,585.40	\$37.00	\$40.70	\$8,510.00
3	12" Cured in Place Pipe	3,297	\$38.00	\$41.00	\$125,286.00	\$36.00	\$40.50	\$118,692.00	\$37.00	\$38.11	\$121,989.00	\$44.00	\$48.40	\$145,068.00
4	15" Cured in Place Pipe	1,173	\$52.00	\$56.00	\$60,996.00	\$57.52	\$63.50	\$67,470.96	\$50.23	\$51.74	\$58,919.79	\$62.00	\$68.20	\$72,726.00
5	18" Cured in Place Pipe	1,226	\$59.00	\$65.00	\$72,334.00	\$64.75	\$71.25	\$79,383.50	\$68.00	\$73.44	\$83,368.00	\$75.00	\$82.50	\$91,950.00
6	20" x 30" Brick	257	\$128.00	\$138.00	\$32,896.00	\$102.50	\$115.00	\$26,342.50	\$127.80	\$150.00	\$32,844.60	\$85.00	\$93.50	\$21,845.00
7	21" Cured in Place Pipe		\$88.00	\$95.00		\$97.00	\$100.50		\$89.28	\$96.42		\$85.00	\$93.50	
8	24" Cured in Place Pipe									\$200.00				
9	27" Cured in Place Pipe									\$250.00				
9	30" Cured in Place Pipe									\$300.00				
11	33" Cured in Place Pipe									\$350.00				
12	36" Cured in Place Pipe									\$400.00				
13	20" Storm, Sewer	0	\$75.00	\$85.00	\$0.00	\$91.50	\$100.50	\$0.00	\$54.15	\$70.00	\$0.00	\$88.00	\$96.80	\$0.00
14	8" Easement		\$31.00	\$35.00		\$30.00	\$32.00		\$26.13	\$26.91		\$36.00	\$39.60	
15	Heavy Cleaning		\$4.00	\$6.00		\$3.00	\$3.50		\$7.00	\$7.21		\$15.00	\$16.50	
16	Reinstatement of Service-Sanitary Sewer	246	\$70.00	\$100.00	\$17,220.00	\$75.00	\$85.00	\$18,450.00	\$145.00	\$149.35	\$35,670.00	\$310.00	\$341.00	\$76,260.00
17	Protruding Tap Removal		\$350.00	\$400.00		\$250.00	\$275.00		\$275.00	\$283.25		\$250.00	\$275.00	
18	8" End Seals	32	\$105.00	\$125.00	\$3,360.00	\$126.00	\$136.00	\$4,032.00	\$97.00	\$104.76	\$3,104.00	\$138.60	\$152.46	\$4,435.20
19	10" End Seals	2	\$115.00	\$135.00	\$230.00	\$140.00	\$150.00	\$280.00	\$109.00	\$117.72	\$218.00	\$155.93	\$171.52	\$311.86
20	12" End Seals	30	\$130.00	\$145.00	\$3,900.00	\$165.00	\$175.00	\$4,950.00	\$120.00	\$129.60	\$3,600.00	\$173.25	\$190.58	\$5,197.50
21	15" End Seals	10	\$145.00	\$165.00	\$1,450.00	\$180.00	\$190.00	\$1,800.00	\$137.00	\$147.96	\$1,370.00	\$196.35	\$215.99	\$1,963.50
22	18" End Seals	12	\$205.00	\$225.00	\$2,460.00	\$198.00	\$208.00	\$2,376.00	\$160.00	\$172.80	\$1,920.00	\$219.45	\$241.40	\$2,633.40
23	20" End Seals	0	\$310.00	\$340.00	\$0.00	\$291.00	\$301.00	\$0.00	\$229.00	\$247.32	\$0.00	\$306.08	\$336.68	\$0.00
24	21" End Seals									\$275.00				
25	24" End Seals									\$300.00				
26	27" End Seals									\$325.00				
27	30" End Seals									\$350.00				
28	33" End Seals									\$375.00				
29	36" End Seals									\$400.00				
30	20" x 30" End Seals	2	\$400.00	\$480.00	\$800.00	\$314.00	\$325.00	\$628.00	\$331.00	\$357.48	\$662.00	\$329.18	\$362.09	\$658.36
			<b>\$448,127.20</b>			<b>\$458,778.96</b>			<b>\$474,506.00</b>			<b>\$601,370.82</b>		

	HOERR CONSTRUCTION	VISU-SEWER	INSITUFORM	BENCHMARCK
<b>SANITARY SEWER:</b>	<b>\$397,041.20</b>	<b>\$447,332.48</b>	<b>\$464,510.23</b>	<b>\$589,032.82</b>
<b>STORM SEWER:</b>	<b>\$51,086.00</b>	<b>\$11,446.48</b>	<b>\$9,995.77</b>	<b>\$12,338.00</b>
<b>SANITARY &amp; STORM SEWER RELINING 2020 BUDGET: \$450,000</b>	<b>\$448,127.20</b>	<b>\$458,778.96</b>	<b>\$474,506.00</b>	<b>\$601,370.82</b>



## Agenda Item Executive Summary

**Title:** Resolution No. R-41-2020: Contract for Sanitary Sewer Inspection Services (Adoption)

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

**Agenda Date:** 05/19/2020

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

**Consent:**  YES  NO

### Item History:

There are 246,955 feet of Village-operated sanitary sewer mains throughout the Village, which collect and transport wastewater from individual properties to a system of intercepting sewers and treatment facilities operated by the Metropolitan Water Reclamation District. Part of the maintenance of these sewer mains involves cleaning and television inspection. The Village has solicited bids for these services through the Municipal Partnering Initiative (MPI), a group of suburban municipalities that use their joint purchasing power to procure goods and services at favorable pricing.

### Executive Summary:

On March 19, 2020, the Villages of Niles, Glenview, Northfield, Kenilworth, and Winnetka opened joint bids for Sanitary and Storm Sewer Closed Circuit Television Inspection. Four bidders responded as outlined in the attached bid tabulation. The lowest bid was submitted by American Underground, Inc., of Wheeling, IL. Using the contract unit prices, Winnetka's pricing as bid for 2020 (Contract Year 1) are shown below:

Pipe Size	Linear Feet	Cost
8"-12"	33,272	\$65,546
15"-18"	7,190	\$14,164
21"-30"	0	\$0
<b>Total</b>	<b>40,462</b>	<b>\$79,710</b>

The Village's budget contains \$80,000 for this work in 2020, so staff will closely monitor the amount of work to be performed so as to stay within budget.

The bid anticipates an agreement to be in effect for three years from date of award. The municipalities reserve the right to renew the agreement for two additional one-year terms, subject to acceptable performance by the contractor. At the end of any contract term, the municipalities reserve the right to extend this contract for a period of up to 60 days for the purpose of getting a new contract in place. Staff recommends awarding this contract to American Underground to perform Sanitary Sewer Closed Circuit Television Inspection for 2020.

### Recommendation:

Consider adopting Resolution No. R-41-2020 approving a contract with American Underground, Inc. for Sanitary Sewer Television Inspection Services in an amount not to exceed \$79,710.

### Attachments:

- Resolution No. R-41-2020
- Bid Tabulation
- Work Area Maps

**A RESOLUTION APPROVING A CONTRACT WITH  
AMERICAN UNDERGROUND INC. FOR  
SANITARY SEWER INSPECTION SERVICES**

**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*”) desires to retain a firm to provide sanitary sewer inspection services in the Village (“*Work*”); and

**WHEREAS**, on behalf of the Village and the Villages of Niles, Glenview, Northfield, Kenilworth, the Municipal Partnering Initiative (“*MPI*”) issued a joint bid for the Work; and

**WHEREAS**, the MPI received four bids for the Work and opened the bids on March 19, 2020; and

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

**WHEREAS**, the Village Council desires to enter into a three-year contract with Contractor for the performance of the Work (“*Contract*”) for a price not to exceed \$80,000.00 per year; and

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

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

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

**SECTION 2: APPROVAL OF CONTRACT.** The Village Council hereby approves the Contract in conformance with the bid documentations and in a final form approved by the Village Attorney.

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

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

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

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

Signed

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

Countersigned:

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

<b>YEAR 1 - BASE BID</b>															<b>TOTAL</b>
CCTV Inspection of Storm Sewer (6" to 42")		CCTV Inspection of Sanitary Sewers (8" - 12") with concurrent dyed-water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") with concurrent Dyed-water flooding		CCTV Inspection of Sanitary Sewers (8" to 12") no dyed water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") no dyed water flooding		CCTV Inspection of Sanitary Sewers (21" to 30") no dyed water flooding		Sewer Condition Evaluation			
Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price		
American Underground	29,000	\$ 1.87	3,000	\$ 3.25	1,500	\$ 3.25	190,437	\$ 1.72	20,506	\$ 1.72	3,849	\$ 2.25	150,000	\$ 0.25	<b>\$ 477,837.21</b>
National Power Rodding	29,000	\$ 2.50	3,000	\$ 8.00	1,500	\$ 8.00	190,437	\$ 1.75	20,506	\$ 2.00	3,849	\$ 5.00	150,000	\$ 0.75	<b>\$ 614,521.75</b>
Sheridan Plumbing	29,000	\$ 3.22	3,000	\$ 8.00	1,500	\$ 9.75	190,437	\$ 2.39	20,506	\$ 2.51	3,849	\$ 2.74	150,000	\$ 0.10	<b>\$ 664,165.75</b>
Visu-Sewer	29,000	\$ 2.47	3,000	\$ 4.17	1,500	\$ 4.17	190,437	\$ 1.92	20,506	\$ 2.03	3,849	\$ 2.82	150,000	\$ 0.01	<b>\$ 510,015.40</b>

<b>YEAR 2 - BASE BID</b>															<b>TOTAL</b>
CCTV Inspection of Storm Sewer (6" to 42")		CCTV Inspection of Sanitary Sewers (8" - 12") with concurrent dyed-water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") with concurrent Dyed-water flooding		CCTV Inspection of Sanitary Sewers (8" to 12") no dyed water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") no dyed water flooding		CCTV Inspection of Sanitary Sewers (21" to 30") no dyed water flooding		Sewer Condition Evaluation			
Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price		
American Underground	29,000	\$ 1.89	3,000	\$ 3.35	1,500	\$ 3.35	190,437	\$ 1.72	20,506	\$ 1.72	3,849	\$ 2.25	150,000	\$ 0.25	<b>\$ 478,867.21</b>
National Power Rodding	29,000	\$ 2.75	3,000	\$ 9.00	1,500	\$ 9.00	190,437	\$ 1.95	20,506	\$ 3.00	3,849	\$ 6.00	150,000	\$ 1.00	<b>\$ 726,214.15</b>
Sheridan Plumbing	29,000	\$ 3.32	3,000	\$ 8.24	1,500	\$ 10.04	190,437	\$ 2.46	20,506	\$ 2.59	3,849	\$ 2.82	150,000	\$ 0.10	<b>\$ 683,499.74</b>
Visu-Sewer	29,000	\$ 2.52	3,000	\$ 4.28	1,500	\$ 4.28	190,437	\$ 1.96	20,506	\$ 2.08	3,849	\$ 2.82	150,000	\$ 0.01	<b>\$ 520,603.18</b>

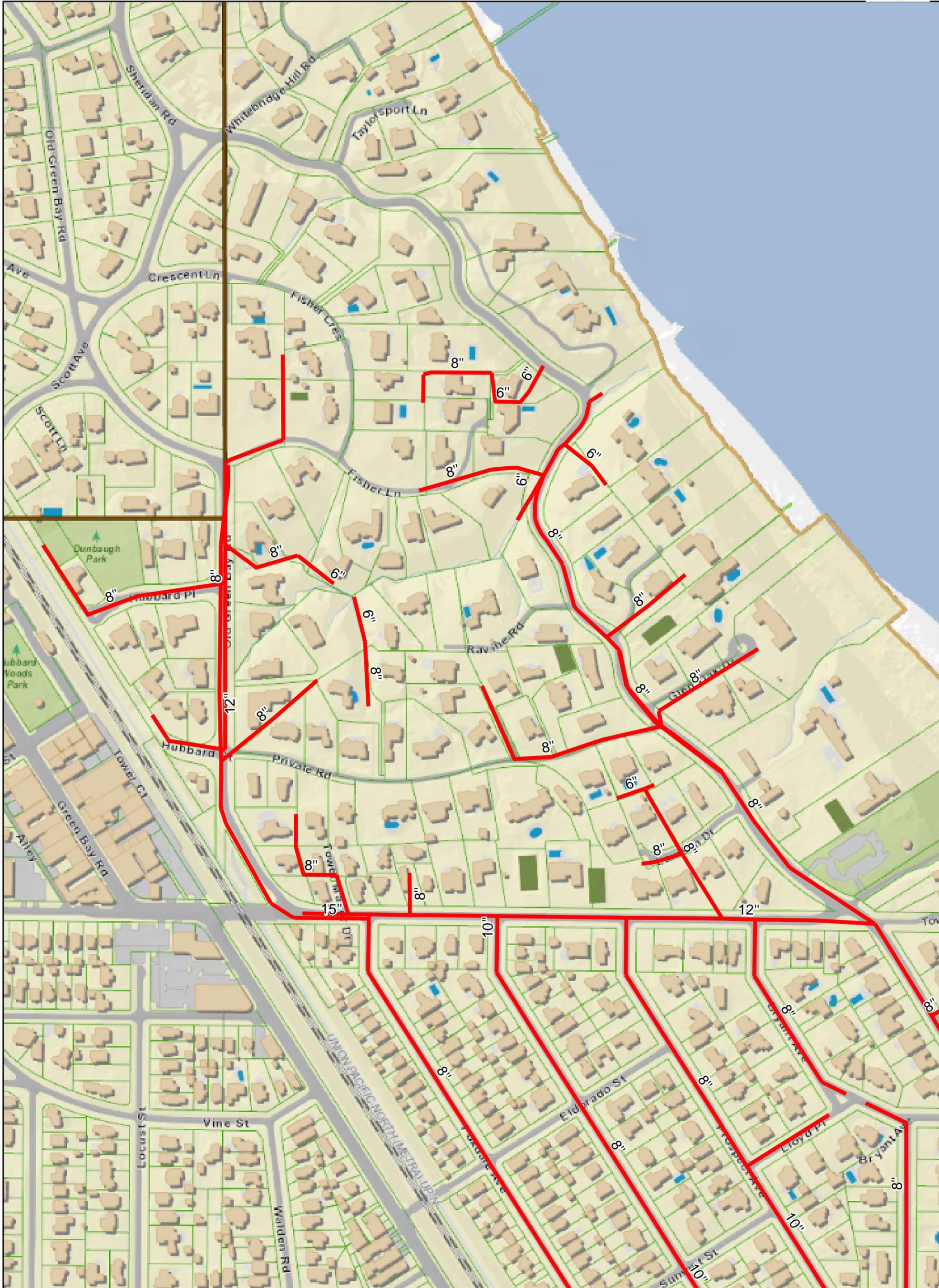
<b>YEAR 3 - BASE BID</b>															<b>TOTAL</b>
CCTV Inspection of Storm Sewer (6" to 42")		CCTV Inspection of Sanitary Sewers (8" - 12") with concurrent dyed-water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") with concurrent Dyed-water flooding		CCTV Inspection of Sanitary Sewers (8" to 12") no dyed water flooding		CCTV Inspection of Sanitary Sewers (15" to 18") no dyed water flooding		CCTV Inspection of Sanitary Sewers (21" to 30") no dyed water flooding		Sewer Condition Evaluation			
Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price	Unit	Unit Price		
American Underground	29,000	\$ 1.92	3,000	\$ 3.45	1,500	\$ 3.45	190,437	\$ 1.87	20,506	\$ 1.87	3,849	\$ 2.35	150,000	\$ 0.25	<b>\$ 512,213.56</b>
National Power Rodding	29,000	\$ 3.00	3,000	\$ 10.00	1,500	\$ 10.00	190,437	\$ 2.50	20,506	\$ 4.00	3,849	\$ 7.00	150,000	\$ 1.25	<b>\$ 904,559.50</b>
Sheridan Plumbing	29,000	\$ 3.42	3,000	\$ 8.49	1,500	\$ 10.34	190,437	\$ 2.53	20,506	\$ 2.67	3,849	\$ 2.90	150,000	\$ 0.10	<b>\$ 702,878.73</b>
Visu-Sewer	29,000	\$ 2.57	3,000	\$ 4.40	1,500	\$ 4.40	190,437	\$ 2.02	20,506	\$ 2.13	3,849	\$ 2.82	150,000	\$ 0.01	<b>\$ 535,044.70</b>

# Proposed Sanitary Pipes for Inspection



— Sanitary Pipes to be Inspected

# Proposed Sanitary Pipes for Inspection



— Sanitary Pipes to be Inspected

# Proposed Sanitary Pipes for Inspection



— Sanitary Pipes to be Inspected

# Proposed Sanitary Pipes for Inspection



— Sanitary Pipes to be Inspected



## Agenda Item Executive Summary

**Title:** Resolution No. R-39-2020 Rejecting All Bids, Waiving Bidding Requirements And Awarding Contract To Asplundh Tree Expert Co. For Line Clearance (Adoption) +

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

**Agenda Date:** 05/19/20

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

**Consent:**  YES  NO

### Item History:

The Water & Electric Department performs line clearance (tree trimming) work on an annual basis. The prior contract awarded to Asplundh Tree Expert Company ended on March 31, 2020. The 2020 Electric Fund Budget contains funding in the amount of \$180,000 for line clearance.

### Executive Summary:

The Water & Electric Department performs line clearance (tree trimming) work on an annual basis. On December 10, 2019, the Village issued Bid #019-024 for Utility Line Clearance for the period of April 1, 2020 - March 31, 2021. The bid document required contractors to provide rates for each classification of worker and equipment used on an hourly basis for normal work hours and during after-hour situations. Rates were also requested for two additional years with annual renewals at the Village's option. Notice of the bid was issued to five companies and the bid was posted to the on-line bidding service Demand Star. At the bid opening date on January 6, 2020, no bids were received. The bid deadline was extended to January 29, 2020.

On that date, staff received bids for line clearance work from three companies: Asplundh Tree Expert Co., Nels J. Johnson Tree Experts Inc., and Advanced Tree Care. Both Asplundh Tree Expert Co. and Nels J. Johnson Tree Experts Inc. have previously performed line clearance work for the Village. Unit pricing for work performed during normal hours and emergency hours was provided by each vendor for each of the three contract years (Reference Attachment #1).

The bid analysis revealed a significant increase in the hourly rates for a typical line clearance crew and equipment. In the last contract period, the Electric Fund paid \$177.58 per hour, compared to bids of \$252.61 (Asplundh), \$286.00 (Nels J. Johnson) and \$595.00 (Advanced Tree Care). Asplundh provided contract pricing for each of the three years; however, the contractor took exception to the Village's sole option to extend the contract for Years two & three. Asplundh Tree Expert Company also requested changes to contract language on Indemnification, holiday rates, and clarification on tree removals and Workers' Compensation. Staff spoke with Asplundh and the contractor cited uncertainty related to fuel and an upcoming labor agreement. Staff also spoke with Nels J. Johnson. The contractor's unit pricing contained the same hourly rate for each crew position. The contractor noted that due to the experience and skills required, senior staff members would be used in each position of the crew. As such, there was no differentiation in the hourly rate.

**Executive Summary (continued):**

The bid submitted by Advance Tree Care contained a higher number of individuals on the typical crew with a single aerial truck. Staff is not confident that this crew make-up would result in increased productivity as compared to the crew make up used by the two other contractors. The Village has no line clearance experience with this vendor.

With assistance from the Village Attorney, an agreement was reached with Asplundh Tree Expert Company and incorporated into the contract (Exhibit A).

Staff is recommending acceptance of the Year 1 pricing and contract agreement with Asplundh Tree Expert Company. While still a significant increase in unit pricing, the bid submitted by Asplundh Tree Expert Company results in the lowest cost increase to the Electric Fund for work deemed critical to maintaining system reliability.

Asplundh Tree Expert Co. has performed line clearance for the Water & Electric Department in a satisfactory manner during the last nine years. No safety incidents occurred during this period. In addition, the contractor continued to identify additional vegetation hazards such as diseased trees and/or dead limbs outside the trimming area for further review by staff.

The FY 2020 budget (account #500.42.30-567) contains \$180,000 for line clearance work.

Resolution No. R-39-2020 rejects all bids, waives the requirement of competitive bidding, and authorizes the Village Manager to execute the final Agreement with Asplundh Tree Expert Company for utility line clearance services.

**Recommendation:**

Consider adoption of Resolution No. R-39-2020, rejecting all bids, waiving bidding requirements, and awarding a contract to Asplundh Tree Expert Company for utility line clearance services.

**Attachments:**

Resolution No. R-39-2020

- Exhibit A: Contract

Attachment 1: Unit Pricing

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,  
AND AWARDING A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY FOR  
UTILITY LINE CLEARANCE 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 Village issued Bid #019-024 ("**Request for Bids**") to provide the Village utility line clearance services ("**Services**"); and

**WHEREAS**, the Village received three bids ("**Bids**") to provide the Services and opened the Bids on January 29, 2020; and

**WHEREAS**, the responsive and responsible Bids exceeded the amount anticipated for the Services; and

**WHEREAS**, Asplundh Tree Expert Company ("**Contractor**") has previously provided satisfactory Services to the Village; and

**WHEREAS**, the Village negotiated a favorable rate and reasonable contract terms from Contractor; and

**WHEREAS**, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) award a contract to Contractor for the Services;

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) award a contract to Contractor for the Services;

**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 BIDS.** The Village Council hereby rejects all of the Bids for the Services received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

**SECTION 3. WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 4.12.010.C of the Village Code, 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 4: APPROVAL OF CONTRACT.** The Village Council hereby approves a contract with Contract substantially in the form attached to this Resolution as **Exhibit A** ("*Contract*").

**SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**ADOPTED** this 19 day of May, 2020, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**

**VILLAGE OF WINNETKA**  
**CONTRACT FOR UTILITY LINE CLEARANCE**

Contract Number: *RFB #019-024*

# VILLAGE OF WINNETKA CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: *RFB #019-024*

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**Contractor's Certification**

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** Special Project Requirements

# VILLAGE OF WINNETKA CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: *RFB #019-024*

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 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, and the Special Project Requirements 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 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 drawings, must be prepared on white 8-1/2” x 11”. Two blue-line prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals 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, 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 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.

**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 or Attachment D 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 or Attachment D 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 it 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, to the proportionate extent that such is claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the 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. Owner and Contractor further acknowledge and agree that:

A. Contractor may charge the Village double the Contract Price for any Work the Village requests be performed on Sundays and the following holidays: (i) New Year’s Day; (ii) Martin Luther King, Jr. Day; (iii) Memorial Day; (iv) Fourth of July; (v) Labor Day; (vi) Veterans Day; (vii) Thanksgiving; and (viii) Christmas Day.

B. Contractor may charge the Village the per-diem rates set forth in Contractor’s labor agreement with the International Brotherhood of Electrical Workers Local 9 if the Village requires Contractor to perform Work during a storm.

C. Contractor may charge the Village its time and materials rate for the removal of trees.

**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**

Not applicable to nature of contract.

**5.4 Acceptances and Payments**

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 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. Payment. As soon as practicable after Acceptance, Contractor must submit to Owner an invoice. Owner must pay to Contractor the balance of the invoice, after deducting therefrom all charges against Contractor as provided for in this Contract (“*Payment*”). Payment must be made not later than 30 days after Owner approves the Pay Request.

## 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 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, 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  
510 Green Bay Road  
Winnetka, IL 60093  
Attention: Village Manager

with a copy to:  
Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603  
Attention: Village Attorney

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

<u>[name of successful bidder]</u> <u>[address of successful bidder]</u> <hr/>	<u>with a copy to:</u> <hr/> <hr/> <hr/>
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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.; 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. **Not applicable for this contract.**

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: \_\_\_\_\_

***Asplundh Tree Expert, LLC***

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

Name: James M. Hines

Title: Vice President

**Attest:**

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

Name: Gregory E. Staton

Title: Assistant Secretary



**VILLAGE OF WINNETKA  
CONTRACT FOR UTILITY LINE CLEARANCE**

**ATTACHMENT A**

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

**1. Project – Utility Line Clearance:**

The work shall consist of furnishing all supervision, qualified labor, tools, materials, and equipment to trim and/or remove trees, brush, or other vegetation interfering with the Village's electric power lines in addition to telephone and CATV lines owned by others and to dispose of the debris resulting from such work in a lawful manner.

**2. Work Site:**

As-needed, throughout the Village of Winnetka where utility lines are present.

**3. Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

**[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]**

Owner will offset cost of any required permits.

No Exceptions

**4. Commencement Date:**

The date of execution of the Contract by Owner.

\_\_\_\_\_ days after execution of the Contract by Owner.

\_\_\_\_\_, 20\_\_\_\_

5. Completion Date:

365 days (4/1/2020 to 3/31/2021) after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

\_\_\_\_\_, 20\_\_\_\_, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. Insurance Coverage:

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

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

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

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

“X”, “C”, and “U” exclusions must be deleted.

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

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$\_\_\_\_\_.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

General and Auto

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

Additional Insured

Policy or Policies

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Contract Price:

SCHEDULE OF PRICES

A. DURING NORMAL WORK DAY (HOURLY RATES)

Personnel

<u>Position</u>	<u>4/1/20 to 3/31/21</u>	<u>4/1/21 to 3/31/22</u>	<u>4/1/22 to 3/31/23</u>
Crew Leader	83.43	87.60	91.99
Trimmer	75.49	79.69	83.67
Apprentice Trimmer	66.01	69.32	72.78
Groundman	50.49	53.02	55.67
General Foreman	86.93	91.28	95.85

A crew will consist of

Crew Leader = 1, Trimmer = 1, Groundman = 1, General Foreman part time as needed

(State the number and classification of personnel in a crew.)

Equipment

<u>Item</u>	<u>4/1/20 to 3/31/21</u>	<u>4/1/21 to 3/31/22</u>	<u>4/1/22 to 3/31/23</u>
Pick-up Truck	14.12	14.83	15.56
Trim Trk w/2 Power Saws	24.32	25.54	26.82
Chipper	7.56	7.94	8.34
Aerial Device with hydraulic tools & 1 gas power saw	35.64	37.42	39.29
Extra power saw	1	1.05	1.11
Other Equipment: Blower	1	1.05	1.11

**SCHEDULE OF UNIT PRICES FOR UTILITY LINE CLEARANCE  
AFTER NORMAL WORK HOURS (HOURLY RATES)**

**Personnel**

<b><u>Position</u></b>	<b><u>4/1/20 to 3/31/21</u></b>	<b><u>4/1/21 to 3/31/22</u></b>	<b><u>4/1/22 to 3/31/23</u></b>
Crew Leader	104.75	109.99	115.49
Trimmer	94.85	99.60	104.58
Apprentice Trimmer	75.51	79.29	83.25
Groundman	61.50	64.58	67.81
General Foreman	109.96	115.46	121.24

A crew will consist of Crew Leader = 1, Trimmer = 1, Groundman = 1, General Foreman part time as needed

(State the number and classification of personnel in a crew.)

**Emergency Phone Number(s):** Provided after bid award

**Contact Name:** \_\_\_\_\_

**Equipment**

<b><u>Item</u></b>	<b><u>4/1/20 to 3/31/21</u></b>	<b><u>4/1/21 to 3/31/22</u></b>	<b><u>4/1/22 to 3/31/23</u></b>
Pick-up Truck	14.12	14.68	15.56
Trim Trk w/2 Power Saws	24.32	25.54	26.82
Chipper	7.56	7.56	8.32
Aerial Device with hydraulic tools & 1 gas power saw	35.64	37.42	39.29
Extra power saw	1	1.05	1.11
Other Equipment:	1	1.05	1.11

- B. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with

respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ \_\_\_\_\_

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA  
CONTRACT FOR UTILITY LINE CLEARANCE**

**ATTACHMENT B**

**SPECIFICATIONS**

1. The summer season is normally active with storms that cause outages due to tree contact and wind. It is the purpose of tree trimming on utility lines to reduce the effect of storms, electric outages, on the customers. To accomplish the reduction of outages due to storms, tree trimming will begin on May 1, 2020 and work will continue daily until all the required trimming is complete or the contract dollar amount is attained. The intent is to complete the trimming cycle prior to the beginning of the summer storm season.

2. The Contractor shall furnish all supervision, labor, tools, equipment and transportation to trim trees, brush, or other vegetation interfering with the Village's power lines, telephone and cable owned by others, and to dispose of the debris resulting from such work in a lawful manner and as directed by the Village. Contractor shall charge only for actual time on the Village of Winnetka property tree trimming of delivering door notices. Travel time from a location off property will not be paid, including travel to disposal of wood chips. Village of Winnetka can provide an on-property parking location.

3. The Contractor shall notify the property owner or public authorities in the form of an information letter or door card (the Village of Winnetka will assist in providing notice) at least one-day prior to necessary work for each tree to be trimmed except when such work is to be performed along public parks and parkways belonging to the Village. Permission for tree removal must be obtained from the property owner and Village Forester. Whenever any work cannot be completed, the Contractor shall submit a written report to the property owner and public authority having ownership setting forth the location of the tree to be trimmed and the work deemed necessary by the Contractor. Adjacent property owners shall have notification of the work to be performed no less than the day before the work is performed. Said notification shall include a telephone number and the normal hours of operation. Cost for the distribution of the information letter shall not include any equipment charges.

4. The Contractor shall perform all work to the complete satisfaction of the Village and in accordance with all-municipal, county, state, federal 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.

5. All tree trimming shall be done to obtain the minimum clearance possible to safeguard the integrity of the Village's power lines, telephone and cable lines and the public health, safety and welfare. All tree trimming shall be done on a three year cycle with due consideration of current and future tree health and symmetry, but such considerations are secondary to the need to safeguard the public health, safety and welfare. Trimming will be done in accordance

with the Pruning Standards for Shade Trees, as set forth by the National Arborists Association and Morton Arboretum and in the manner satisfactory to the Village or Village Forester.

6. The Contractor shall at all times be responsible for the conduct and discipline of his employees. All workers must have sufficient knowledge, skill, and experience to perform properly the Work assigned to them, including line clearance near energized power lines. Any foreman or worker employed by the Contractor who, in the opinion of the Director of Water & Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, upon the written request of the Director of Water & Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water & Electric. The Contractor's personnel shall at all times present a neat and Workmanlike appearance.

7. All work shall be done and all complaints handled by the Contractor 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.

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

9. The Contractor shall secure all information as to the nature of the electrical circuits involved in every case prior to starting work. It is understood that all electrical circuits of the Village shall continue in normal operation during this work and may be energized up to voltages of 12,500 volts. The Contractor is solely responsible for providing and using all necessary protective equipment for the safety of his employees and to guard against interference with the normal operation of the Village's power lines, telephone and cable facilities.

10. The Contractor shall notify the property owner and the Village of any dead, dangerous or diseased Elm trees located within the easement of power lines, telephone lines and cable lines. After permission is approved, the contractor will be responsible for the removal and disposal of all debris resulting from such work in a lawful manner and as directed by a Village representative.

11. The Contractor shall legally dispose of all debris resulting from his work, including woodchips, at the cost of the contractor, and shall leave the work area in a condition equal or better than before the work was undertaken. The Village may allow the Contractor to utilize the Village's composting facility for wood chip debris from Village work only. Use of the facility and its costs must be obtained prior to dumping from the Village Forester.

12. The Contractor shall perform the work under this contract during normal business hours of

7:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, unless otherwise authorized by the Village. Each morning the contractor shall notify the Director of Water and Electric, Brian Keys at 847 716-3551, before work begins, his location of work, which Circuit the contractor will be trimming, and request that the circuit be placed in "one-shot". After work is completed for the day, Contractor will call the Electric Plant, 847 716-3633 to inform the Plant Operator that work for the day is completed, all workers are on the ground, and the Circuit can be returned to normal.

13. The Contractor may be required to provide emergency tree trimming services after storm situations Monday through Sunday during the entire year of the contract. Contractor shall provide a crew with equipment within four (4) hours after request is made to the emergency phone number or contact person. Overtime hours will be paid at the appropriate rates as shown on the 'After Hours Prices' sheet. All other work rules remain in effect. Contractor will supply a contact emergency phone number and individual name.

14. The Contractor shall obtain approval of proposed work from the Distribution Superintendent of the Water and Electric Department at least one day prior to the work-taking place. Said approval shall be in writing and shall describe the address, tree location and type and the work to be performed.

15. The Contractor shall submit a weekly statement detailing the man-hours, equipment and material employed during the period. The statement should include detailed information on the location and type of line clearance work conducted and as authorized by the Village.

**VILLAGE OF WINNETKA  
CONTRACT FOR UTILITY LINE CLEARANCE**

**ATTACHMENT C**

**SPECIAL PROJECT REQUIREMENTS**

1. **DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:** All Work shall be done under the general supervision of the Village Director of Water and Electric, or designee. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
2. **DIRECTOR OF WATER AND ELECTRIC'S DECISIONS:** All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.
3. **CONTINUATION OF WORK:** The contractor will continue to work on the Village's line clearance work on a consistent basis until released by the Village. If the contractor needs to utilize resources assigned to Winnetka's contract, they will secure approval from the Water & Electric Director prior to re-assigning any resources.
4. **SUSPENSION OF WORK:** The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.
5. **INSPECTION OF WORK:** All materials and each part or detail of the Work shall be subject at all times to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The Director of Water and Electric shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

6. **CHARACTER OF WORKERS:** The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water and Electric.
7. **CLEANING UP:** The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work, in accordance with the provisions of the Contract Documents.

8. **UTILITIES:** The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his tree trimming operations, and/or resultant repairs, shall remain his responsibility. Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.
9. **PROJECT SCHEDULE:** This contract will be in effect from **April 1, 2020 to March 31, 2021**. The parties may extend this Agreement upon mutual written agreement of the parties for two additional one-year periods at the Unit Prices listed in the appropriate column.

The contractor shall proceed with the assigned work after notification by phone or fax from the Director of Water and Electric or his designee. The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during the contractor's presence in the Village. Failure to comply with the requirement will be cause for default of the contract.

# ATTACHMENT #1 - BID TABULATION

Bid #019-024

## Utility Line Clearance - Unit Prices for Normal Work Day (Hourly Rates)

Year 1: 4/1/2020 - 3/31/2021

	FOR REFERENCE: Hourly Rates from Prior Contract (April '19 - March '20)	Asplundh Tree Expert Co.	Nels J. Johnson Tree Experts Inc.	Advanced Tree Care
<b>Personnel:</b>				
<i>Crew Leader</i>	\$58.31	\$83.43	\$85.00	\$95.00
<i>Trimmer</i>	\$53.86	\$75.49	\$85.00	\$85.00
<i>Apprentice Trimmer</i>	\$47.42	\$66.01	\$85.00	\$65.00
<i>Groundman</i>	\$37.22	\$50.49	\$85.00	\$60.00
<i>General Foreman</i>	\$58.96	\$86.93	\$85.00	\$95.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 2 Trimmers, 2 Groundmen and 1 Foreman
<i>Unit Cost per Crew:</i>	\$149.39	\$209.41	\$255.00	\$480.00

Cost if Advanced  
Tree used 3 man  
crew like other  
vendors  
\$240.00

		Asplundh Tree Expert Co.	Nels J. Johnson Tree Experts Inc.	Advanced Tree Care
<b>Equipment:</b>				
<i>Pick up Truck</i>	\$10.80	\$14.12	\$12.00	\$40.00
<i>Trim Truck with 2 power saws</i>	\$11.55	\$24.32	\$12.00	\$55.00
<i>Chipper</i>	\$5.56	\$7.56	\$8.00	\$50.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$22.63	\$35.64	\$23.00	\$65.00
<i>Extra power saw</i>	No Charge	\$1.00	No Charge	\$10.00

*Typical daily equipment:*                      \$28.19                      \$43.20                      \$31.00                      \$115.00

**TOTAL HOURLY (Typical  
manpower & equipment):**                      \$177.58                      \$252.61                      \$286.00                      \$595.00

Utility Line Clearance - Unit Prices for AFTER Normal Work Day (Hourly Rates)

Year 1: 4/1/2020 - 3/31/2021

	FOR REFERENCE: Hourly Rates from Prior Contract (April '19 - March '20)	Asplundh Tree Expert Co.	Nels J. Johnson Tree Experts Inc.	Advanced Tree Care
<b>Personnel:</b>				
<i>Crew Leader</i>	\$78.05	\$104.75	\$100.00	\$135.00
<i>Trimmer</i>	\$71.01	\$94.85	\$100.00	\$110.00
<i>Apprentice Trimmer</i>	\$57.27	\$75.51	\$100.00	\$95.00
<i>Groundman</i>	\$47.20	\$61.50	\$100.00	\$75.00
<i>General Foreman</i>	\$81.67	\$109.96	\$100.00	\$135.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer and 1 Groundman
<i>Unit Cost per Crew:</i>	\$196.26	\$261.10	\$300.00	\$320.00

		Asplundh Tree Expert Co.	Nels J. Johnson Tree Experts Inc.	Advanced Tree Care
<b>Equipment:</b>				
<i>Pick up Truck</i>	\$10.80	\$14.12	\$12.00	\$45.00
<i>Trim Truck with 2 power saws</i>	\$11.55	\$24.32	\$12.00	\$65.00
<i>Chipper</i>	\$5.56	\$7.56	\$8.00	\$60.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$22.63	\$35.64	\$23.00	\$80.00
<i>Extra power saw</i>	No Charge	\$1.00	N/C	\$10.00

*Typical daily equipment:*            \$28.19            \$43.20            \$31.00            \$140.00

**TOTAL HOURLY (Typical  
manpower & equipment):**        \$224.45            \$304.30            \$331.00            \$460.00

**Bid #019-024**

**Utility Line Clearance - Unit Prices for Normal Work Day (Hourly Rates)**

**Year 2: 4/1/2021 - 3/31/2022**

<b>Personnel:</b>	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<i>Crew Leader</i>	\$87.60	\$87.55	\$95.00
<i>Trimmer</i>	\$79.69	\$87.55	\$85.00
<i>Apprentice Trimmer</i>	\$69.32	\$87.55	\$65.00
<i>Groundman</i>	\$53.02	\$87.55	\$60.00
<i>General Foreman</i>	\$91.28	\$87.55	\$95.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 2 Trimmers, 2 Groundmen and 1 Foreman
<i>Unit Cost per Crew:</i>	\$220.31	\$262.65	\$480.00

Cost if Advanced Tree used 3 man crew like other vendors

\$240.00

<b>Equipment:</b>	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<i>Pick up Truck</i>	\$14.83	\$12.00	\$40.00
<i>Trim Truck with 2 power saws</i>	\$25.54	\$12.00	\$55.00
<i>Chipper</i>	\$7.94	\$8.00	\$50.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$37.42	\$23.00	\$65.00
<i>Extra power saw</i>	\$1.05	No Charge	\$10.00

*Typical daily equipment:*                      \$45.36                      \$31.00                      \$115.00

**TOTAL HOURLY (Typical manpower & equipment):**                      \$265.67                      \$293.65                      \$595.00

**Bid #019-024**

**Utility Line Clearance - Unit Prices for AFTER Normal Work Day (Hourly Rates)**

**Year 2: 4/1/2021 - 3/31/2022**

	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<b>Personnel:</b>			
<i>Crew Leader</i>	\$109.99	\$102.00	\$135.00
<i>Trimmer</i>	\$99.60	\$102.00	\$110.00
<i>Apprentice Trimmer</i>	\$79.29	\$102.00	\$95.00
<i>Groundman</i>	\$64.58	\$102.00	\$75.00
<i>General Foreman</i>	\$115.46	\$102.00	\$135.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer and 1 Groundman
<i>Unit Cost per Crew:</i>	\$274.17	\$306.00	\$320.00

	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<b>Equipment:</b>			
<i>Pick up Truck</i>	\$14.68	\$12.00	\$45.00
<i>Trim Truck with 2 power saws</i>	\$25.54	\$12.00	\$65.00
<i>Chipper</i>	\$7.56	\$8.00	\$60.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$37.42	\$23.00	\$80.00
<i>Extra power saw</i>	\$1.05	N/C	\$10.00

*Typical daily equipment:*            \$44.98                    \$31.00                    \$140.00

**TOTAL HOURLY (Typical manpower & equipment):**    \$319.15                    \$337.00                    \$460.00

**Bid #019-024**

**Utility Line Clearance - Unit Prices for Normal Work Day (Hourly Rates)**

**Year 3: 4/1/2022 - 3/31/2023**

<b>Personnel:</b>	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<i>Crew Leader</i>	\$91.99	\$90.18	\$95.00
<i>Trimmer</i>	\$83.67	\$90.18	\$85.00
<i>Apprentice Trimmer</i>	\$72.78	\$90.18	\$65.00
<i>Groundman</i>	\$55.67	\$90.18	\$60.00
<i>General Foreman</i>	\$95.85	\$90.18	\$95.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 2 Trimmers, 2 Groundmen and 1 Foreman
<i>Unit Cost per Crew:</i>	\$231.33	\$270.54	\$480.00

Cost if Advanced Tree used 3 man crew like other vendors

\$240.00

<b>Equipment:</b>	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<i>Pick up Truck</i>	\$15.56	\$12.00	\$40.00
<i>Trim Truck with 2 power saws</i>	\$26.82	\$12.00	\$55.00
<i>Chipper</i>	\$8.34	\$8.00	\$50.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$39.29	\$23.00	\$65.00
<i>Extra power saw</i>	\$1.11	No Charge	\$10.00

*Typical daily equipment:*                      \$47.63                      \$31.00                      \$115.00

**TOTAL HOURLY (Typical manpower & equipment):**                      \$278.96                      \$301.54                      \$595.00

**Bid #019-024**

**Utility Line Clearance - Unit Prices for AFTER Normal Work Day (Hourly Rates)**

**Year 3: 4/1/2022 - 3/31/2023**

	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<b>Personnel:</b>			
<i>Crew Leader</i>	\$115.49	\$105.00	\$135.00
<i>Trimmer</i>	\$104.58	\$105.00	\$110.00
<i>Apprentice Trimmer</i>	\$83.25	\$105.00	\$95.00
<i>Groundman</i>	\$67.81	\$105.00	\$75.00
<i>General Foreman</i>	\$121.24	\$105.00	\$135.00

<i>Crew Composition as noted by vendor:</i>	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer & 1 Groundman	1 Crew Leader, 1 Trimmer and 1 Groundman
<i>Unit Cost per Crew:</i>	\$287.88	\$315.00	\$320.00

	<b>Asplundh Tree Expert Co.</b>	<b>Nels J. Johnson Tree Experts Inc.</b>	<b>Advanced Tree Care</b>
<b>Equipment:</b>			
<i>Pick up Truck</i>	\$15.56	\$12.00	\$45.00
<i>Trim Truck with 2 power saws</i>	\$26.82	\$12.00	\$65.00
<i>Chipper</i>	\$8.32	\$8.00	\$60.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$39.29	\$23.00	\$80.00
<i>Extra power saw</i>	\$1.11	N/C	\$10.00

*Typical daily equipment:*      \$47.61                      \$31.00                      \$140.00

**TOTAL HOURLY (Typical manpower & equipment):**      \$335.49                      \$346.00                      \$460.00



## Agenda Item Executive Summary

**Title:** Motion to Extend Village President's Declaration of Emergency

**Presenter:** Peter Friedman, Village Attorney

**Agenda Date:** 05/19/2020

**Consent:**  YES  NO

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

### Item History:

On March 17, 2020, the Village President issued a Declaration of Emergency, which Declaration the Village Council extended to the end of the next Village Council meeting.

### Executive Summary:

On March 17, 2020, President Rintz issued a Declaration of Emergency for the Village of Winnetka (“Declaration”) related to the COVID-19 emergency. The Declaration provided that: (1) the Village may enter into contracts for the emergency purchase of goods and services; (2) the Village Manager may implement emergency staffing protocols pursuant to the Village’s respective collective bargaining agreements; and (3) directed Village officials and employees to cooperate with other government agencies. The President had the authority to issue the Declaration pursuant to the enabling provision set forth in the Winnetka Village Code.

In accordance with Illinois statutes, the President's Declaration lasted only for a period of seven days, unless it was extended by action of the Village Council. At its March 17, 2020, emergency meeting, the Village Council extended the Declaration until the next Village Council meeting. The Village Council extended the Declaration to the next Council meeting at its April 21 virtual meeting, and again at its May 12 virtual meeting. Because the Village Board will be meeting next on May 19, 2020, the Declaration will expire at the end of the Council meeting unless the Village Council extends the duration of the Declaration.

The agenda for the Village Council meeting has been drafted in a manner to allow the Council, if it so desired, to extend the Declaration. The extension can be accomplished by a motion, a second and a roll call vote. No written ordinance or resolution is necessary. If the Village Council desires to extend the Declaration, the motion needs to include an expiration date. We recommend that the motion provide:

"I hereby move to extend the President's March 17, 2020, Declaration of Emergency until the end of the next regular, special, or emergency meeting of the Village Board."

The Council has the right, however, to extend the Declaration to whatever date it determines to be appropriate, or to not extend at all.

### Recommendation:

That the Village Council adopt a motion further extending the President's March 17, 2020 Emergency Declaration.

### Attachments:

Emergency Proclamation.

**DECLARATION OF EMERGENCY  
VILLAGE OF WINNETKA, ILLINOIS  
MARCH 17, 2020**

I, Village President Christopher Rintz, do hereby issue this Declaration of Emergency for the Village of Winnetka, this 17<sup>th</sup> day of March, 2020 (*"Declaration"*).

Introduction

The United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that the SARS-CoV-2 virus causes the COVID-19 respiratory disease. The SARS-CoV-2 virus is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person. The COVID-19 disease can result in serious illness and death.

Dozens of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, most of the cases in Illinois are in the greater Chicagoland area, including in Cook County, Illinois. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic.

The Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy.

In order to prevent the spread of COVID-19 in the Village, and to protect the residents of the Village from disease and death, I find that it is necessary to issue this Declaration to implement emergency regulations and orders, all as set forth in this Declaration.

Statement of Authority

This Declaration is issued pursuant to the authority granted to me by: Section 3.32.010.J of the "Winnetka Village Code," as amended (*"Village Code"*); Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

Declaration

I hereby declare that a state of emergency exists in the Village of Winnetka, for the reasons set forth in this Declaration.

**DECLARATION OF EMERGENCY  
VILLAGE OF WINNETKA, ILLINOIS  
MARCH 17, 2020**

Emergency Regulations and Orders

I hereby direct and order as follows:

1. *Emergency Purchasing.* I order that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village President and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.
2. *Emergency Staffing.* This Declaration constitutes a declaration of civil emergency under the Village's collective bargaining agreements and other applicable provisions of law. Accordingly, I direct the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Police, Fire, and Public Works Departments, as well as the Water & Electric, Community Development, Finance, and Administration Departments.
3. *Cooperation with Other Government Agencies.* I direct all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of Cook, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.

Pursuant to the authority vested in me pursuant to Section 3.32.010.J of the Village Code, I reserve the right to issue additional emergency regulations and orders in furtherance of this Declaration. Notice of any additional regulations and orders will be provided to the Village Clerk, posted on the Village website, and otherwise provided to the general public as quickly as practicable.

Effective Date and Period of Emergency

This Declaration shall take effect immediately, and shall expire automatically upon the first to occur of: (i) the adjournment of the next regular or special or emergency meeting of the corporate authorities of the Village; and (ii) 11:59 p.m. on the date that is seven days after the date of this Declaration; provided, however, that the corporate authorities, in their discretion, may extend the duration of this Declaration by a majority vote at any regular, special, or emergency meeting of the corporate authorities.

[SIGNATURE PAGE FOLLOWS]

**DECLARATION OF EMERGENCY  
VILLAGE OF WINNETKA, ILLINOIS  
MARCH 17, 2020**

Signed and sealed with the official seal of the Village of Winnetka on this 17<sup>th</sup> day of March, 2020.

B



Christopher Rintz  
Village President  
Village of Winnetka

*Village Seal*

STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF COOK        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher Rintz, the Village President of the Village of Winnetka, Illinois, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of March, 2020.

  
\_\_\_\_\_  
NOTARY PUBLIC

