



Village of Winnetka

Village Council Regular Meeting

February 18, 2025 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. March 4, 2025 Regular Meeting
 - b. March 11, 2025 Study Session
 - c. March 18, 2025 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Establishment of Consent Agenda**
- 7. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. January 21, 2025 Regular Meeting
 - ii. February 4, 2025 Regular Meeting
 - b. Approval of Warrant List Dated January 31, 2025 - February 13, 2025
 - c. Resolution No. R-15-2025: Approving an Agreement with A Lamp Concrete Contractors, Inc. for the 2025 Street Rehabilitation & Public Improvement Project (Adoption)
 - d. Resolution No. R-17-2025: Awarding a Contract to Schroeder & Schroeder, Inc. for the 2025 - 2027 Sidewalk and Curb Replacement Program (Adoption)
 - e. Resolution No. R-20-2025: Approving Change Order No. 2 to the Contract with DiMeo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)
- 8. Ordinances and Resolutions**
 - a. Resolution No. R-18-2025: Approving Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

NOTICE

Village Council meetings are video recorded. All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). 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, 847-716-3543; T.D.D. 847-501-6041.

- b. Resolution No. R-19-2025: Approving a Temporary Occupancy Agreement with North Shore Boards for Use of 754 Elm Street for a Retail Pop Up Store (Adoption)

- 9. **Old Business**
- 10. **New Business**
- 11. **Appointments**
- 12. **Closed Session**
- 13. **Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
January 21, 2025**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, January 21, 2025, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Kim Handler, and Bridget Orsic. Absent: Trustee Robert Dearborn. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Community Development Director David Schoon, and approximately 17 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 4, 2025 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Orsic due to work obligations. Trustee Apatoff indicated he will participate remotely due to work obligations.
 - b) February 11, 2025 Study Session All of the Council members present said they expect to attend with the exception of Trustee Dalman due to work obligations.
 - c) February 18, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment:
 - i. Irene Smith expresses concerns regarding former Park District Board Commissioner, James Hemmings, comments in his letter of resignation. Ms. Smith commends the Zoning Board of Appeals, Village Council, and Village staff for their professionalism as it relates to the review of the Park District's plans for Centennial Beach. Additionally, Ms. Smith addresses Council regarding the reopening of Elder Beach.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

Trustee Dalman seconded by Trustee Orsic moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes

- i. December 10, 2024 Study Meeting
 - ii. December 17, 2024 Regular Meeting
 - iii. January 7, 2025 Regular Meeting
- b) Approval of the Warrant List dated December 27, 2024 – January 16, 2025 in the amount of \$961,448.93.
 - c) Resolution No. R-01-2025: Approving an Easement Agreement for the Installation and Maintenance of Utilities (931 Green Bay Road) (Adoption)
 - d) Resolution No. No. R-02-2025: Approving Change Order No. 1 to the Contract with CINTAS Corporation No. 2 for Uniform Rental and Laundry Services (Adoption)
 - e) Resolution No. No. R-08-2025: Approving the Purchase of a Public Works New Elgin Pelican Street Sweeper from Standard Equipment (Adoption)
 - f) Resolution No. No. R-09-2025: Approving the Disposal of a Public Works Skid Steer and Purchase of a New Public Works Skid Steer from Atlas Bobcat (Adoption)
 - g) Resolution No. No. R-10-2025: Approving the Disposal of the Public Works Freightliner Hook Lift and F450 Trucks and Purchase of Public Works Hook Lift Trucks from Lindco Equipment Sales (Adoption)
 - h) Resolution No. No. R-11-2025: Approving the Disposal of a Public Works Combination Unit and Purchase of a Public Works Backhoe Loader from West Side Tractor Sales Company (Adoption)
 - i) Resolution No. No. R-12-2025: Approving a Final Plat of Consolidation for the Winnetka Public Library and Library Park (768 Oak Street) (Adoption)

Trustee Handler seconded by Trustee Dalman, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic. Nays: None. Absent: Trustee Dearborn.

8) Ordinances and Resolutions.

- a) Ordinance No. M-01-2025: Granting Final Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, and Special Use Findings for Medical and Financial Services Uses (511-515 Lincoln Avenue and 714-740 Elm Street – One Winnetka) (Public Hearing and Introduction/Adoption)

A public hearing was advertised for tonight's meeting, granting final approval of the One Winnetka planned development.

President Rintz administers the oath for members of the public providing public comment or a testimony.

The public hearing opened at 7:10pm

Community Development Director David Schoon advises Council of the refined One Winnetka proposed final planned development including changes to building height, parking, exterior building design, use of Village parking lot, location of streetscape transformer and lightning controller, and parking matters during construction. Economic Development Coordinator Liz Dechant and Mr. Schoon will provide notices regarding parking.

Additionally, Council is advised of the One Winnetka construction schedule between April 2025 through October 2026. The construction schedule consists of demolition,

foundation, vertical construction, interior buildout, public improvements, and substantial completion.

Council discusses concerns related to parking restrictions during construction and the expansion of parking into residential neighborhoods. Mr. Schoon confirms that the Village will utilize Safebuilt, a service that provides additional assistance with overseeing the construction activity and monitoring contractor parking as well as general public parking.

Additionally, Council discusses the location of the transformer and lighting controller, contractor parking, access to handicap parking spaces, matters related to leasing, proposed refinements to the development, and construction notices to neighboring residents and businesses.

Trustee Dalman suggestion that construction updates and alerts be shared via the Winnetka e-newsletter.

Public Comment

Frank Petrek addresses Council regarding obtaining an easement for a retaining wall at 711 Oak Street.

Kelly Corley addresses Council regarding construction concerns, rodent and pest control, air quality control, asbestos control, residential traffic, and safety for pedestrians.

Jim Torvik expresses concerns regarding construction traffic and parking.

Carolina Polo addresses Council regarding rodent and pest control and traffic concerns.

Lexis Serot expresses concerns regarding rodents, matters related to traffic control, and designated handicap parking spaces.

The public hearing closed at 7:58 pm.

Trustee Albinson, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-01-2025. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Ordinance No. M-01-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic. Nays: None. Absent: Trustee Dearborn.

b) Resolution No. R-07-2025: Approving a Final Plat of Subdivision (511-515 Lincoln Avenue and 714-740 Elm Street – One Winnetka Subdivision) (Adoption)

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-07-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, and Orsic. Nays: None. Absent: Trustee Dearborn.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session None.

- 13) Adjournment. Trustee Dalman, seconded by Trustee Apatoff moved to adjourn the meeting.
By voice vote, the motion carried. The meeting adjourned at 8:01 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 4, 2025**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, February 4, 2025, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Tina Dalman, Robert Dearborn, and Kim Handler. Absent: Trustees Rob Apatoff and Bridget Orsic. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Finance Director Tim Sloth, and approximately 1 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dalman led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 11, 2025 Study Session All of the Council members present said they expect to attend with the exception of Trustee Dalman due to work obligations.
 - b) February 18, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment: No public comment.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

Trustee Handler requests to remove Resolution No. R-14-2025 from the consent agenda for separate vote. Without objection, the resolution was removed from the consent agenda for a separate vote.

Trustee Albinson seconded by Trustee Handler moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes
 - i. January 14, 2025 Study Session
 - b) Approval of Warrant List Dated January 17, 2025 – January 30, 2025, in the amount of \$1,756,471.85.
 - c) Resolution No. R-13-2025: Approving an Updated Whistleblower Protection Policy (Adoption)

- d) Resolution No. R-16-2025: Approving a Service Agreement with Municipal GIS Partners, Inc. for Geographic Information System Services and a Letter Agreement with the Village of Kenilworth Regarding Geographic Information System Services (Adoption)

Trustee Handler seconded by Trustee Dalman, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustees Apatoff and Orsic.

8) Ordinances and Resolutions.

- a) Resolution No. R-14-2025: Approving a First Amendment to a Parking Agreement Between the Village and Board of Education of New Trier Township School District No. 203 (Adoption)

Finance Director Tim Sloth advises Council that the Village owns, operates, maintains, and establishes regulations for the Indian Hill Metra Station and various public rights of way near the New Trier High School East Campus. In 2006, the Village entered into a parking agreement with New Trier High School reserving 360 parking spaces. The agreement stipulates a 5% annual increase in fees paid by New Trier to the Village and renews annually. As a result of increasing costs, New Trier has requested that the terms of the agreement be renegotiated.

Mr. Sloth states that staff has reviewed the terms of the agreement, performed an updated inventory of the parking currently utilized, and analyzed the financial terms and agreed to put forth the following key provisions; the total number of parking spaces is reduced from 360 to 312, 10-year contract term from January 1, 2025 – December 31, 2035, and the contract resets to \$200,000 a year for the first 5 years and increases based on the CPI or 5%, whichever is less, thereafter.

Council discusses number of parking spaces, financial terms of the contract, and illegal parking regarding ticketing and cost concerns.

Village Manager Bahan confirms that the financial terms became fairly expensive and that it was not intended to enrich the Village but rather ensure the parking spaces were used appropriately.

Trustee Handler, seconded by Trustee Dalman, moved to adopt Resolution No. R-14-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustees Apatoff and Orsic.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Specific Personnel Pursuant to 2(c)(1) of the Open Meetings Act.

Trustee Albinson, seconded by Trustee Dearborn, moved to adjourn to Closed Session for the purpose of discussing specific personnel pursuant to 2(c)(1) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, and Handler. Nays: None. Absent: Trustees Apatoff and Orsic.

The Council adjourned into Closed Session at 7:13 p.m.

13) Adjournment. The Closed Session meeting ended at 8:12 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated January 31, 2025 - February 13, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: February 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated January 31, 2025 - February 13, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated January 31, 2025 - February 13, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-15-2025: Approving an Agreement with A Lamp Concrete Contractors, Inc. for the 2025 Street Rehabilitation & Public Improvement Project (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: February 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

This is a FY2025 budgeted annual program.

EXECUTIVE SUMMARY:

As part of the Village's ongoing infrastructure improvement program, plans and specifications were developed for the 2025 Street Rehabilitation and Public Improvement Program for various streets within the Village of Winnetka. These streets include:

STREET		LIMITS			SCOPE OF WORK
Foxdale Ave	from	Tower Road	to	Humboldt Ave	Resurface + Water Main
Cherry Street	from	Glendale Ave	to	Locust Street	Resurface + Water Main
Burr Ave	from	Westmoor Road	to	Chatfield Road	Resurface/Rehab
Laurel Ave	from	Westmoor Road	to	Burr Ave	Resurface/Rehab
Chestnut Street	from	Willow Road	to	Hill Road	Resurface/Rehab

In addition to the regular street rehabilitation scope of work, this contract also includes the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

The scope of the project has been slightly modified based on the higher-than-expected bid results received. The original scope of work included the small section of Sunset Road (from Chestnut to Linden), Alles Road (from Chestnut to Birch) and Killian Court which has been eliminated from this year's program to allow the project to proceed within the approved budget. The removed sections of streets will be reprogrammed for the next year's program.

On January 30, 2025, two sealed bids were opened, and the original and modified bid amounts based on the reduction of work, are summarized below. After reviewing the bid results the apparent low bid was submitted by A lamp Concrete Contractor, Inc. out of Schaumburg, Illinois.

Bidder	Original Bid	Modified Bid
A Lamp Concrete Contractor, Inc.	\$4,174,964.35	\$3,806,550.25
Joel Kennedy Construction	\$4,222,244.00	\$4,042,339.00
	(Bid non-compliant)	(Bid non-compliant)

The FY 2025 Budget contains funding for this project in several line items:

	Budget Amounts	Modified Bid Amounts
100.35.23-650 (Street Rehabilitation):	\$1,720,000	\$1,719,530.25
100.35.23-650 (Additional Pavement Patching):	\$30,000	\$30,000.00
100.30.22-571 (Street Maintenance):	\$18,000	\$18,000.00
520.62.41-660 Watermain Replacement (2025 Water Fund):	\$2,400,000	\$2,039,000.00
TOTAL BUDGETED AMOUNT:	\$4,168,000	\$3,806,550.25

Staff is recommending that the Village Council consider approving resolution R-15-2025 awarding the contract to A Lamp Concrete Contractors for the construction of the 2025 Street Rehabilitation Program for an amount not to exceed \$3,806,550.25

A Lamp Concrete Contractors has performed work for the Village in the past, including successful completion of the 2021, 2022, 2023 and 2024 Street Rehabilitation Programs and the Phase 1 thru 5 of the Central Business Streetscape Projects. Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

RECOMMENDATION:

Consider adopting Resolution No. R-15-2025 approving a contract for the 2025 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$3,806,550.25

ATTACHMENTS:

1. Agenda Report: Resolution No. R-15-2025: 2025 Street Rehabilitation and Public Improvement Program
2. 2025 Street Rehab - Bid Analysis - Original Bids
3. Resolution No. R-15- 2025: Approving an Agreement with A. Lamp for the 2025 Street Rehabilitation & Public Improvement Project

ATTACHMENT 1

Agenda Report

Subject: Resolution R-15-2025: 2025 Street Rehabilitation and Public Improvement Program

Prepared By: Obaid Khalid, Assistant Village Engineer

Date: February 18th, 2025

As part of the Village's ongoing infrastructure improvement program, plans and specifications were developed for the 2025 Street Rehabilitation and Public Improvement Program for various streets within the Village of Winnetka. These streets include:

<u>Street</u>	<u>Limits</u>				<u>Scope of Work</u>
<i>Foxdale Ave</i>	<i>from</i>	<i>Tower Road</i>	<i>to</i>	<i>Humboldt Ave</i>	<i>Water Main + Resurface</i>
<i>Cherry Street</i>	<i>from</i>	<i>Glendale Ave</i>	<i>to</i>	<i>Locust Street</i>	<i>Water Main + Resurface</i>
<i>Burr Ave</i>	<i>from</i>	<i>Westmoor</i>	<i>to</i>	<i>Chatfield Road</i>	<i>Resurface/Rehab</i>
<i>Laurel Ave</i>	<i>from</i>	<i>Westmoor</i>	<i>to</i>	<i>Burr Ave</i>	<i>Resurface/Rehab</i>
<i>Chestnut Street</i>	<i>from</i>	<i>Willow Road</i>	<i>to</i>	<i>Hill Road</i>	<i>Resurface/Rehab</i>

In addition to the regular street rehabilitation scope of work, this contract also includes the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

On January 30, 2025, two (2) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. (A copy of the bid tabulation is attached.)

BID SUMMARY:

<u>Contractor</u>	<u>Original -Base Bid</u>	<u>Modified** - Base Bid</u>
A Lamp Concrete Contractor, Inc.	\$4,174,964.35	\$3,806,550.25
Joel Kennedy Construction	\$4,222,244.00 *(Bid non-compliant)	\$4,042,339.00 *(Bid non-compliant)
Final Engineers Estimate of Costs	\$4,152,045.70	\$4,002,992.10

* Bid does not meet the contractual requirements.

**Modified Bid reduces proposed resurfacing work to remain within FY2025 budgeted amounts.

The scope of the project has been slightly modified based on the higher-than-expected bid results received. The original scope of work included the small section of Sunset Road (from Chestnut to Linden), Alles Road (from Chestnut to Birch) and Killian Court which has been eliminated from this year's program to allow the project to proceed within the approved budget. The removed sections of streets will be reprogrammed for the next year's program.

BUDGET INFORMATION:

The FY 2025 Budget accounts are as follows:

<u>Roadway Work</u>	
100.35.23-650 - Street Rehabilitation	\$1,720,000
100.35.23-650 - Additional Pavement Patching	\$30,000
100.30.22-571 - Street Maintenance	\$18,000
 <u>Watermain Work</u>	
520.62.41-660 - Watermain Replacement (2025 Water Fund)	\$2,400,000
<i>TOTAL BUDGET</i>	<i>\$4,168,000</i>

PROJECT COSTS EVALUATION

Staff developed the 2025 budget costs in August 2024 on a preliminary design and early estimated costs based on market conditions at that time. As the final Engineering was completed, the final estimated costs for the project were adjusted.

All the bids received were reviewed for completeness and accuracy. To ensure consistent project management, quality of work, and sequenced performance, the Village requires that the awarded general contractor be able to perform a minimum of 65% + of the work activities. This requirement prevents general contractors from outsourcing most of the work and forcing the Village to work with multiple vendors. After comparing the bid results and discussion with Joel Kennedy Construction, it was affirmed that Joel Kennedy Construction would be unable to meet the minimum work performance qualifications of the contract.

All bids received were higher than the anticipated cost estimate. The bid amounts are generally under budget for the water main work but over the budget for roadway work. To address the cost difference, staff modified the scope of work for resurfacing streets and eliminated the small sections of Sunset Road, Alles Road and the Killian Court. Also with the modified program, staff contacted the apparent low bidder A lamp Concrete and negotiated their lump-sum bid pricing for the overall Traffic Control and Protection to bring the project within the approved budget. The modified bid amounts listed on page 1 of this memo reflect.

ALTERNATE BIDS FOR LEAD SERVICE REPLACEMENT PROGRAM (OPTIONAL)

The Water and Electrical Department is taking the lead on the Lead Service Replacement Program. To determine the actual cost of individual service replacement and offer installation services to the residents, the Village asked bidders to provide an alternate bid cost for the replacement of lead services from the parkway to the home. Installation services were listed as an alternative in the bidding documents, and bidders were only required to provide pricing if they were interested in offering the plumbing services. Alternate bid items quotes are attached in the Bid tabulation. Lead service replacement work is not proposed to be part of this awarded contract, but pricing provided will be shared with homeowners.

ALTERNATE BIDS FOR POST OFFICE PARKING LOT RESTORATION

As the Village plans for the demolition of the former Post Office Building, located near the intersection of Chestnut and Elm Street, the Village sought alternative pricing for site restoration. This restoration will include the installation of additional parking spaces that align with the existing public parking lot, and restore the remaining limits with curbing and grass. To determine the actual cost of restoration the Village asked bidders to provide an alternate bid pricing. Restoration work would commence after the demolition of the existing Post Office Building. Based on the final restoration plan, the Engineering Department would use these alternate bid prices to create an estimated cost proposal. The Engineering Department intends to present a recommendation to the Village Council prior to the demolition work taking place. Alternate bid items quotes are attached in the Bid tabulation and this work is not included in the total amount of the awarded contract.

ALTERNATE BIDS FOR FISH ALLEY RESTORATION (PATCH WORK)

Currently two private development project Chase Bank (791 Elm) and 564 Green Bay are underway along the Fish Alley (Elm Street Alley). As part of these projects, the developers will need to make new utility connections that will require restoration work to be taken to restore the alley. To limit multiple closure of the alley, the Village has coordinated with both the private developers to have the Village restore the alley using the awarded contractor for the Village's Street Rehab Program. Both parties have agreed with this approach, and staff anticipate performing this work in late August. The alternate bid pricing has been provided to the private developers. Once the final restoration limits have been determined the Village will coordinate the alley restoration work with the awarded contractor and the private developers will be responsible for their share of the final total.

CONTRACT DISCUSSION

The apparent low bidder meeting the requirements of the contract, and proposed scope of work, is A Lamp Concrete Contractors, Inc. out of Schaumburg, Illinois with a proposed modified bid price of \$3,806,550.25

A Lamp Concrete Contractors has performed work for the Village in the past, including successful completion of the 2021, 2022, 2023 and 2024 Street Rehabilitation Programs, and phases 1 thru 5 of the Central Business Streetscape Projects. Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

Recommendation: Consider adopting Resolution R-15-2025 approving a contract for construction services for the 2025 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$3,806,550.25

2025 STREET REHAB - BID ANALYSIS
ORIGINAL BIDS

BID TABULATION
JANUARY 30, 2025

			ENGINEER'S ESTIMATE OF COST			A LAMP CONCRETE CONTRACTORS 1900 WRIGHT BOULEVARD SCHAUMBURG, IL 60193		JOEL KENNEDY CONSTRUCTION 40 NOLL STREET WAUKEGAN, IL, 60085	
NO.	PAY ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EARTH EXCAVATION	CUYD	30.00	\$ 55.00	\$ 1,650.00	\$ 69.00	\$ 2,070.00	\$ 80.00	\$ 2,400.00
2	EARTH EXCAVATION (SPECIAL)	CUYD	20.00	\$ 65.00	\$ 1,300.00	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	20.00	\$ 5.00	\$ 100.00	\$ 3.50	\$ 70.00	\$ 10.00	\$ 200.00
4	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	TON	100.00	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00
5	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	SQYD	22805.00	\$ 3.50	\$ 79,817.50	\$ 4.25	\$ 96,921.25	\$ 4.00	\$ 91,220.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	2750.00	\$ 113.00	\$ 310,750.00	\$ 116.00	\$ 319,000.00	\$ 100.00	\$ 275,000.00
7	HOT MIX ASPHALT BINDER COURSE, IL-19, N50	TON	50.00	\$ 102.00	\$ 5,100.00	\$ 98.00	\$ 4,900.00	\$ 100.00	\$ 5,000.00
8	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	SQYD	50.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 190.00	\$ 9,500.00
9	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	SQYD	500.00	\$ 50.00	\$ 25,000.00	\$ 35.00	\$ 17,500.00	\$ 50.00	\$ 25,000.00
10	PAVEMENT PATCHING, CLASS D	SQYD	460.00	\$ 40.00	\$ 18,400.00	\$ 20.00	\$ 9,200.00	\$ 90.00	\$ 41,400.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	110.00	\$ 30.00	\$ 3,300.00	\$ 1.00	\$ 110.00	\$ 140.00	\$ 15,400.00
12	SUBBASE GRANULAR MATERIAL, TYPE B	CUYD	60.00	\$ 75.00	\$ 4,500.00	\$ 1.00	\$ 60.00	\$ 110.00	\$ 6,600.00
13	HOT MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 2"	SQYD	1250.00	\$ 37.00	\$ 46,250.00	\$ 47.00	\$ 58,750.00	\$ 60.00	\$ 75,000.00
14	BITUMINOUS MATERIAL (PRIME COAT)	GAL	1120.00	\$ 0.01	\$ 11.20	\$ 3.00	\$ 3,360.00	\$ 6.00	\$ 6,720.00
15	AGGREGATE (PRIME COAT)	TON	143.00	\$ 1.00	\$ 143.00	\$ 1.00	\$ 143.00	\$ 1.00	\$ 143.00
16	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	SQFT	10650.00	\$ 10.50	\$ 111,825.00	\$ 11.00	\$ 117,150.00	\$ 13.50	\$ 143,775.00
17	PCC SIDEWALK REMOVAL & REPLACEMENT, 5" (VARIOUS LOCATIONS)	SQFT	200.00	\$ 18.50	\$ 3,700.00	\$ 15.00	\$ 3,000.00	\$ 18.00	\$ 3,600.00
18	PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT, 6"	SQYD	1125.00	\$ 90.00	\$ 101,250.00	\$ 95.00	\$ 106,875.00	\$ 115.00	\$ 129,375.00
19	PCC PAVEMENT PATCHING, 9" (STREET - VARIOUS LOCATIONS)	SQYD	50.00	\$ 150.00	\$ 7,500.00	\$ 126.00	\$ 6,300.00	\$ 150.00	\$ 7,500.00
20	PCC PAVEMENT PATCHING, 9" (ALLEY - VARIOUS LOCATIONS)	SQYD	50.00	\$ 150.00	\$ 7,500.00	\$ 126.00	\$ 6,300.00	\$ 150.00	\$ 7,500.00
21	BARRIER CURB VARIABLE HEIGHT, SPECIAL	FOOT	20.00	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00	\$ 85.00	\$ 1,700.00
22	COMBINATION CONCRETE CURB & GUTTER	FOOT	8550.00	\$ 33.00	\$ 282,150.00	\$ 32.00	\$ 273,600.00	\$ 34.00	\$ 290,700.00
23	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL	FOOT	8550.00	\$ 6.00	\$ 51,300.00	\$ 5.25	\$ 44,887.50	\$ 5.00	\$ 42,750.00
24	COMBINATION CONCRETE CURB & GUTTER (VARIOUS LOCATION)	FOOT	100.00	\$ 90.00	\$ 9,000.00	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00
25	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL (VARIOUS LOCATION)	FOOT	100.00	\$ 25.00	\$ 2,500.00	\$ 6.50	\$ 650.00	\$ 20.00	\$ 2,000.00
26	DETECTABLE WARNINGS	SQFT	404.00	\$ 33.00	\$ 13,332.00	\$ 35.00	\$ 14,140.00	\$ 45.00	\$ 18,180.00
27	THERMOPLASTIC PAVEMENT MARKING-LINE, 4" WHITE/YELLOW	FOOT	300.00	\$ 1.50	\$ 450.00	\$ 1.75	\$ 525.00	\$ 4.00	\$ 1,200.00
28	THERMOPLASTIC PAVEMENT MARKING-LINE, 6" WHITE/YELLOW	FOOT	1175.00	\$ 2.50	\$ 2,937.50	\$ 2.50	\$ 2,937.50	\$ 5.00	\$ 5,875.00
29	THERMOPLASTIC PAVEMENT MARKING-LINE, 12" WHITE/YELLOW	FOOT	320.00	\$ 4.75	\$ 1,520.00	\$ 3.75	\$ 1,200.00	\$ 8.00	\$ 2,560.00
30	THERMOPLASTIC PAVEMENT MARKING-LINE, 24" WHITE/YELLOW	FOOT	364.00	\$ 9.25	\$ 3,367.00	\$ 6.50	\$ 2,366.00	\$ 14.00	\$ 5,096.00
31	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT	100.00	\$ 5.50	\$ 550.00	\$ 6.50	\$ 650.00	\$ 10.00	\$ 1,000.00
32	PAINT PAVEMENT MARKING-LINE, 4" WHITE/YELLOW	FOOT	50.00	\$ 2.50	\$ 125.00	\$ 0.01	\$ 0.50	\$ 7.00	\$ 350.00
33	PAINT PAVEMENT MARKING-LINE, 6" WHITE/YELLOW	FOOT	20.00	\$ 3.75	\$ 75.00	\$ 0.01	\$ 0.20	\$ 9.00	\$ 180.00
34	PAINT PAVEMENT MARKING-LINE, 12" WHITE/YELLOW	FOOT	50.00	\$ 7.50	\$ 375.00	\$ 0.01	\$ 0.50	\$ 18.00	\$ 900.00
35	PAINT PAVEMENT MARKING-LINE, 24" WHITE/YELLOW	FOOT	20.00	\$ 15.50	\$ 310.00	\$ 0.01	\$ 0.20	\$ 36.00	\$ 720.00
36	PAINT PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT	20.00	\$ 8.25	\$ 165.00	\$ 0.01	\$ 0.20	\$ 30.00	\$ 600.00
37	MODIFIED URETHANE PAV'T MARKING - LINE, 4" RECESSED, WHITE/YELLOW	FOOT	20.00	\$ 1.75	\$ 35.00	\$ 14.00	\$ 280.00	\$ 25.00	\$ 500.00
38	MODIFIED URETHANE PAV'T MARKING - LINE, 6" RECESSED, WHITE/YELLOW	FOOT	30.00	\$ 2.75	\$ 82.50	\$ 18.00	\$ 540.00	\$ 35.00	\$ 1,050.00
39	MODIFIED URETHANE PAV'T MARKING - LINE, 12" RECESSED, WHITE/YELLOW	FOOT	20.00	\$ 5.25	\$ 105.00	\$ 30.00	\$ 600.00	\$ 65.00	\$ 1,300.00
40	MODIFIED URETHANE PAV'T MARKING - LINE, 24" RECESSED, WHITE/YELLOW	FOOT	30.00	\$ 10.50	\$ 315.00	\$ 50.00	\$ 1,500.00	\$ 125.00	\$ 3,750.00
41	MODIFIED URETHANE PAV'T MARKING - SYMBOLS & LETTERS, RECESSED	SQFT	20.00	\$ 5.50	\$ 110.00	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00
42	SANITARY MANHOLES, 48" I.D., REMOVE & REPLACE	EACH	1.00	\$ 8,100.00	\$ 8,100.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00
43	SANITARY MANHOLE CHIMNEY SEAL	EACH	1.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 500.00	\$ 500.00
44	INLETS, TYPE A	EACH	2.00	\$ 2,550.00	\$ 5,100.00	\$ 3,100.00	\$ 6,200.00	\$ 3,200.00	\$ 6,400.00
45	MANHOLES TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED/OPEN LID	EACH	1.00	\$ 8,350.00	\$ 8,350.00	\$ 6,800.00	\$ 6,800.00	\$ 6,000.00	\$ 6,000.00
46	CATCH BASINS, TYPE D, 2' DIA., WITH FRAME & GRATE	EACH	3.00	\$ 3,200.00	\$ 9,600.00	\$ 3,100.00	\$ 9,300.00	\$ 5,000.00	\$ 15,000.00
47	CATCH BASINS, TYPE D, 3' DIA., WITH FRAME & GRATE	EACH	4.00	\$ 4,150.00	\$ 16,600.00	\$ 4,100.00	\$ 16,400.00	\$ 5,800.00	\$ 23,200.00
48	MANHOLES TO BE RECONSTRUCTED	EACH	1.00	\$ 2,175.00	\$ 2,175.00	\$ 2,600.00	\$ 2,600.00	\$ 3,500.00	\$ 3,500.00
49	CATCH BASINS TO BE RECONSTRUCTED	EACH	1.00	\$ 1,750.00	\$ 1,750.00	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00
50	MANHOLES TO BE ADJUSTED	EACH	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00	\$ 1,000.00	\$ 1,000.00
51	CATCH BASINS TO BE ADJUSTED	EACH	13.00	\$ 900.00	\$ 11,700.00	\$ 850.00	\$ 11,050.00	\$ 1,000.00	\$ 13,000.00
52	FRAMES & GRATES/LIDS	EACH	58.00	\$ 500.00	\$ 29,000.00	\$ 575.00	\$ 33,350.00	\$ 650.00	\$ 37,700.00
53	STORM SEWERS, PVC SDR 26, 4"	FOOT	60.00	\$ 190.00	\$ 11,400.00	\$ 150.00	\$ 9,000.00	\$ 120.00	\$ 7,200.00
54	STORM SEWERS, PVC SDR 26, 6"	FOOT	320.00	\$ 210.00	\$ 67,200.00	\$ 151.00	\$ 48,320.00	\$ 125.00	\$ 40,000.00
55	STORM SEWERS, PVC SDR 26, 8"	FOOT	170.00	\$ 215.00	\$ 36,550.00	\$ 192.00	\$ 32,640.00	\$ 140.00	\$ 23,800.00
56	STORM SEWERS, PVC SDR 26, 10"	FOOT	30.00	\$ 225.00	\$ 6,750.00	\$ 239.00	\$ 7,170.00	\$ 215.00	\$ 6,450.00
57	STORM SEWERS, PVC SDR 26, 12"	FOOT	40.00	\$ 250.00	\$ 10,000.00	\$ 277.00	\$ 11,080.00	\$ 240.00	\$ 9,600.00
58	STRUCTURES TO BE ABANDONED	EACH	6.00	\$ 850.00	\$ 5,100.00	\$ 850.00	\$ 5,100.00	\$ 500.00	\$ 3,000.00
59	TOPSOIL FURNISH & PLACE	CUYD	310.00	\$ 2.00	\$ 620.00	\$ 1.00	\$ 310.00	\$ 85.00	\$ 26,350.00
60	SODDING	SQYD	4950.00	\$ 11.00	\$ 54,450.00	\$ 10.75	\$ 53,212.50	\$ 15.50	\$ 76,725.00
61	DETECTOR LOOPS TO BE REPLACED	FT.	40	\$ 60.00	\$ 2,400.00	\$ 60.00	\$ 2,400.00	\$ 100.00	\$ 4,000.00
62	TRAFFIC CONTROL & PROTECTION STANDARDS	LSUM	1	\$ 400,000.00	\$ 400,000.00	\$ 759,500.00	\$ 759,500.00	\$ 400,000.00	\$ 400,000.00
63	WATER SERVICE LINE, 1 1/2", LONG	EACH	57	\$ 6,750.00	\$ 384,750.00	\$ 5,500.00	\$ 313,500.00	\$ 6,500.00	\$ 370,500.00
64	WATER SERVICE LINE, 1 1/2", SHORT	EACH	39	\$ 5,800.00	\$ 226,200.00	\$ 4,500.00	\$ 175,500.00	\$ 5,800.00	\$ 226,200.00
65	WATER SERVICE LINE, 1 1/2", EXTRA LONG	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,800.00	\$ 7,800.00
66	WATER SERVICE LINE 1 1/2" TO BE RECONNECTED/TRANSFERRED	EACH	17	\$ 4,600.00	\$ 78,200.00	\$ 4,200.00	\$ 71,400.00	\$ 5,600.00	\$ 95,200.00
67	WATER SERVICE LINE, 6" LONG	EACH	1	\$ 6,800.00	\$ 6,800.00	\$ 6,775.00	\$ 6,775.00	\$ 7,600.00	\$ 7,600.00
68	WATER SERVICE LINE, 2" SHORT	EACH	1	\$ 5,800.00	\$ 5,800.00	\$ 5,300.00	\$ 5,300.00	\$ 6,800.00	\$ 6,800.00
69	WATER SERVICE LINE, 2" EXTRA LONG	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,800.00	\$ 8,800.00
70	WATER SERVICE LINE, 2" TO BE RECONNECTED/TRANSFERRED	EACH	1	\$ 4,600.00	\$ 4,600.00	\$ 4,800.00	\$ 4,800.00	\$ 6,500.00	\$ 6,500.00
71	WATER SERVICE LINE, 4" D.I.P.	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00
72	WATER SERVICE LINE, 6" D.I.P.	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 8,200.00	\$ 8,200.00	\$ 16,500.00	\$ 16,500.00
73	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 4" I.D.	FOOT	25	\$ 225.00	\$ 5,625.00	\$ 281.00	\$ 7,025.00	\$ 180.00	\$ 4,500.00
74	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D.	FOOT	190	\$ 230.00	\$ 43,700.00	\$ 190.00	\$ 36,100.00	\$ 190.00	\$ 36,100.00
75	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D.	FOOT	3860	\$ 350.00	\$ 1,351,000.00	\$ 300.00	\$ 1,158,000.00	\$ 303.00	\$ 1,169,580.00
76	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D.	FOOT	20	\$ 355.00	\$ 7,100.00	\$ 301.00	\$ 6,020.00	\$ 330.00	\$ 6,600.00
77	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 12" I.D.	FOOT	10	\$ 365.00	\$ 3,650.00	\$ 400.00	\$ 4,000.00	\$ 360.00	\$ 3,600.00
78	WATER MAIN CASING PIPE W/SPACERS & END SEALS	FOOT	190	\$ 100.00	\$ 19,000.00	\$ 100.00	\$ 19,000.00	\$ 318.00	\$ 60,420.00
79	WATER MAIN REMOVAL	FOOT	75	\$ 1.00	\$ 75.00	\$ 1.00	\$ 75.00	\$ 5.00	\$ 375.00
80	CUT & CAP EXISTING WATER MAIN	EACH	3	\$ 1,050.00	\$ 3,150.00	\$ 1,700.00	\$ 5,100.00	\$ 800.00	\$ 2,400.00
81	PLUG EXISTING MAIN	EACH	5	\$ 550.00	\$ 2,750.00	\$ 1,525.00	\$ 7,625.00	\$ 800.00	\$ 4,000.00
82	8" OR 10" INSERTION VALVE ASSEMBLY WITH 60" VAULT	EACH	1	\$ 16,400.00	\$ 16,400.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
83	8" OR 10" LINE STOP	EACH	1	\$ 9,350.00	\$ 9,350.00	\$ 3,000.00	\$ 3,000.00	\$ 9,500.00	\$ 9,500.00
84	4" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH	1	\$ 4,950.00	\$ 4,950.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00
85	6" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH	1	\$ 5,175.00	\$ 5,175.00	\$ 4,100.00	\$ 4,100.00	\$ 7,000.00	\$ 7,000.00
86	8" VALVE ASSEMBLY WITH 60" VALVE VAULT	EACH	8	\$ 7,200.00	\$ 57,600.00	\$ 9,100.00	\$ 72,800.00	\$ 10,000.00	\$ 80,000.00
87	8"x8" TAPPING SLEEVE & VALVE (TS&V) WITH 60" VALVE VAULT	EACH	1	\$ 13,675.00	\$ 13,675.00	\$ 11,200.00	\$ 11,200.00	\$ 10,500.00	\$ 10,500.00
88	FIRE HYDRANT ASSEMBLY	EACH	7	\$ 11,000.00	\$ 77,000.00	\$ 11,000.00	\$ 77,000.00	\$ 12,500.00	\$ 87,500.00
89	FIRE HYDRANT REMOVAL	EACH	5	\$ 750.00	\$ 3,750.00	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00
BID TOTAL: AS CALCULATED				\$	4,152,045.70	\$	4,174,964.35	\$	4,222,244.00
BID TOTAL: AS READ						\$	4,174,964.35	\$	4,222,244.00

ALTERNATE BID ITEMS : LEAD SERVICE REPLACEMENT (B-BOX TO PROPERTY) (OPTIONAL)					ALAMP		JOEL KENNEDY CONSTRUCTION	
1	START / END PIT	EACH	110		\$ 500.00	\$ 55,000.00	\$ 250.00	\$ 27,500.00
2	1-1/2" TYPE K COPPER (BORED)	FOOT	2118		\$ 245.00	\$ 518,910.00	\$ 160.00	\$ 338,880.00
3	INSTALLATION OF 1-1/2" FLARED UNION (AS NEEDED)	EACH	110		\$ 800.00	\$ 88,000.00	\$ 1.00	\$ 110.00
4	INSTALLATION OF 1" WATER METER	EACH	55		\$ 2,100.00	\$ 115,500.00	\$ 1,850.00	\$ 101,750.00
5	ABANDONMENT OF OLD LEAD SERVICE	EACH	55		\$ 300.00	\$ 16,500.00	\$ 100.00	\$ 5,500.00

RESOLUTION NO. R-15-2025

**A RESOLUTION APPROVING AN AGREEMENT WITH
A. LAMP CONCRETE CONTRACTORS, INC. FOR THE
2025 STREET REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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

WHEREAS, the Village has appropriated funds for the Village's 2025 Street Rehabilitation and Public Improvement Project ("***Work***"); and

WHEREAS, the Village requested bids for the procurement of the Work; and

WHEREAS, the Village received two bids for the procurement of the Work and opened the bids on January 30, 2025; and

WHEREAS, the Village's request for bids required bidders to be able to complete a minimum of 65 percent of the Work with their own forces; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that A. Lamp Concrete Contractors, Inc. ("***Contractor***") is the lowest responsible and responsive bidder for the procurement of the Work; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the Work in an amount not to exceed \$3,806,550.25 ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with 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 AGREEMENT. The Village Council hereby approves the Agreement with Contractor in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that

February 18, 2025

R-15-2025

if the Village Manager does not receive two executed copies of the final Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 18th day of February 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA

**CONTRACT FOR THE CONSTRUCTION
OF 2025 STREET REHABILITATION**

Contract Number: 025-002

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2025 STREET REHABILITATION**

Contract Number: 025-002

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	List of Drawings
Appendix 1:	Prevailing Wage Ordinance
Appendix 2:	Schedule of Quantities

VILLAGE OF WINNETKA CONTRACT FOR THE CONSTRUCTION OF 2025 STREET REHABILITATION

Contract Number: 025-002

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“*Owner*”), and _____ (“*Contractor*”), make this Contract as of February 18th, 2025, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
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 blueline 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, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

1.5 Conditions at the Work Site; Record Drawings

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

there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B 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 its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

with a copy to:
Elrod Friedman LLP
325 N LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

<u>Contractor Name:</u>	<u>with a copy to:</u>
<u>Contractor Address:</u>	

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village of Winnetka a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village

of Winnetka and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka of _____

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

A LAMP CONCRETE CONTRACTOR, INC

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: _____, 20__.

A LAMP CONCRETE CONTRACTOR, INC

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)



Agenda Item Executive Summary

TITLE: Resolution No. R-17-2025: Awarding a Contract to Schroeder & Schroeder, Inc. for the 2025 - 2027 Sidewalk and Curb Replacement Program (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: February 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

2025 Budget Item: Account No. 100.35.01-650 - \$150,000

EXECUTIVE SUMMARY:

On January 30, 2025, the Village held a bid opening for the 2025 Sidewalk Program and Curb Replacement Program. This is a multi-year (2025-2027) contract with the possibility of an extension through 2028 and 2029 if both the Village and the contractor are agreeable. The program includes the removal and replacement of sidewalk and curb on various location in the Village. A total of three bids were received and read aloud. Bids are summarized as follows:

Schroeder & Schroeder Inc - \$197,260.00

Globe Construction Inc - \$238,450.00

Everlast Blacktop - \$260,650.00

The bids were reviewed for accuracy and completeness, and based upon the Village's estimated quantities, Schroeder & Schroeder was determined to be apparent low bidder for the project. Staff recommends accepting this 3-year contract with Schroeder & Schroeder for 2025 to 2027 with possibility of an extension through 2028 and 2029.

Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past, and has performed their work to the satisfaction of the Village.

The FY 2025 Budget (account #100.35.01-650) contains \$150,000 for this project. The Village staff will adjust its quantities, as necessary, in order to stay within the budgeted amount of \$150,000.

RECOMMENDATION:

Consider adopting Resolution No. R-17-2025, awarding a multi-year contract to Schroeder & Schroeder, Inc. for 2025 to 2027 Sidewalk Program and Curb Replacement Program for an annual amount not to exceed \$150,000, with the option to extend the contract into 2028 and 2029.

ATTACHMENTS:

1. Resolution No. R-17-2025: Award Multi-Year Contract for Sidewalk Replacement Program
2. 2025 Sidewalk (REB #025-03) Bid Tab
3. Village of Winnetka Contract for the Construction of Annual Sidewalk Program (Multi-Year Contract) Zone Map

RESOLUTION NO. R-17-2025

**A RESOLUTION AWARDING A CONTRACT TO
SCHROEDER & SCHROEDER, INC. FOR 2025-2027
SIDEWALK AND CURB REPLACEMENT PROGRAM**

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

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

WHEREAS, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received three bids for the Work and opened the bids on January 30, 2025; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Schroeder & Schroeder, Inc. ("**Contractor**") is the lowest responsive and responsible bidder to provide the Work; and

WHEREAS, the Village Council desires to enter into a three-year contract, with an option to extend an additional two years, with Contractor for Contractor to perform the Work in an amount not to exceed \$150,000.00 ("**Contract**"); and

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

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

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

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

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

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the renewal options of the Contract ("*Extensions*") for 2028 and 2029 if: (a) the Village Manager determines, in their discretion, that the Extensions are favorable to the Village; and (b) the Extensions are substantially similar to the extensions set forth in the Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Extension.

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

ADOPTED this 18th day of February 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

EXHIBIT A

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)**

Contract Number: 025-003

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)**

Contract Number: 025-003

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
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VILLAGE OF WINNETKA

CONTRACT FOR THE ANNUAL SIDEWALK PROGRAM

Contract Number: 025-003

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“Owner”), and _____ (“Contractor”), make this Contract as of _____, 20____, (the “Effective Date”) and hereby agree as follows: _____

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
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 blueline 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, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B 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 its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

with a copy to:
Elrod Friedman LLP
325 N LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

<u>Contractor Name:</u>	<u>with a copy to:</u>
<u>Contractor Address:</u>	

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village of Winnetka a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village

of Winnetka and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Schroeder & Schroeder, Inc

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: _____, 20__.

Schroeder & Schroeder, Inc

By: _____
Name: _____
Title: _____

Attest:
By: _____
Name: _____
Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The work includes the construction of new and/or the rehabilitation of sidewalks in accordance with the specification and details set forth in the bid documents. The project includes removing and replacing or constructing curbs, sidewalks, sidewalk ramps, and driveways according to ADA requirements and 2" HMA patches. The project also includes some demolition of concrete sidewalks, ramps and curbs within the Village of Winnetka. The construction of these items shall include labor, material, traffic control (if necessary), equipment and any other necessary incidentals needed to complete the construction.

The project will be based on a unit price bid for items listed in the schedule of quantities. The unit price will determine the quantity of sidewalk to be constructed for each year's budgeted sidewalk improvements. After awarding the contract, work orders will be given to the contractor to construct segments of sidewalks, per the details in the bid documents.

This is the multi-year (3 years) contract with optional (2) 1-year extensions. This contract needs to be renewed yearly with the approval of unit prices in between the contractor and the Village of Winnetka. The contractor needs to send the yearly unit price in the start of each year for the Village approval. If the contractor and the Village of Winnetka are not able to agree on unit prices, Village may terminate this contract.

2. Work Site:

Village of Winnetka

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]

☐ No Exceptions

4. **Commencement Date:**

☒ the date of execution of the Contract by Owner.

☐ ____ days after execution of the Contract by Owner.

☐ _____, 20____

6. **Completion Date:**

☐ _____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☒ August 8, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

7. **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 \$ 10,000.

☒

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

Umbrella General Liability _____

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:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

8. Contract Price:

SCHEDULE OF PRICES

☐

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

☐

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

☒

B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

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

(COMPLETE THE TABLE OF SCHEDULE OF QUANTITIES IN APPENDIX 2)

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to *[describe unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

- D. 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.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to

the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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 of Winnetka 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 B for Village specification & special provisions

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)**

ATTACHMENT B

SPECIFICATIONS

PCC SIDEWALK REMOVAL AND REPLACEMENT

This item shall include the removal and replacement of Portland Cement Concrete sidewalk. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Village Engineer (or his/her designee).

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

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT

DETECTABLE WARNINGS

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

Basis of Payment: This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS (NEENAH PLATE).

BARRIER CURB VARIABLE HEIGHT, SPECIAL

This work shall be done in accordance with Section 606 of the Standard Specifications. Where grade changes are required to meet accessibility standards, the Illinois Accessibility Code, and the Americans with Disabilities Act, but where no side curb is indicated on the standard curb ramp details, barrier curb shall be constructed adjacent to sidewalks to transition between new sidewalk grade and existing parkway grade. Height of curb will vary between 4" to 12" above sidewalk grade as located in the field by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per foot for BARRIER CURB VARIABLE HEIGHT, SPECIAL.

COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

This work shall consist of removal and replacement of the existing combination of concrete curb and gutter. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the

existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Village.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Contraction joints shall be installed according to the Standard Specifications every fifteen (15) feet or at wider spacing if required by the Village Engineer (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item.

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for ADA accessible curb ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"

This item shall include the removal and replacement of Portland Cement Concrete driveway. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 423 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Expansion joints will be required as specified in Standard Specifications. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"

HMA DRIVEWAY REMOVAL & REPLACEMENT, 2"

This item of work shall consist of HOT-MIX ASPHALT (HMA) DRIVEWAY REMOVAL AND REPLACEMENT, 2". All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

This work includes the removal of existing materials shall consist of all necessary full-depth saw-cutting, with neat joints at the removal limits, proper off-site disposal of existing driveway pavement, and related materials, in addition to any unsuitable base materials and adjacent materials, and the necessary preparation of the site for the proper installation of HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2", at those locations shown on the plans or as directed by the Engineer, and shall be considered incidental to this pay item. Any excavation to subgrade and any additional excavation required to set the driveway apron to the proper grade, or widen the apron as shown on the plans or as directed by the Engineer (including excavation and disposal of sod, dirt or other existing materials), shall be considered incidental to the contract unit price for this pay item, and to this contract.

Also, this work shall consist of furnishing, installing and compaction of AGGREGATE BASE COURSE (CA-6 Virgin crushed limestone), if necessary and directed by the Engineer, and a minimum 2" course of Hot-Mix Asphalt Surface Course, Mix C, N50, in all driveway areas as indicated on the Plans or as directed by the Engineer. In some instances where curb is being replaced at a higher elevation than existing conditions, it will be necessary to pave to the new top of curb. This additional hot-mix asphalt driveway material will be considered incidental to the contract unit price for this pay item. Additionally, variable thickness surface shall be placed over existing bituminous surface, if needed, to adjust the grade, and will also be considered incidental to the contract unit price for this pay item. The base will be prepared in accordance with the requirements of Section 358 of the "Standard Specifications for Road and Bridge Construction", latest edition, except that the requirements of paragraph 2 of Section 358.04(c) shall not apply. Compaction of the grade adjustment material shall be achieved by using a vibratory plate-type compactor. The prepared base shall be primed with MC-30 prior to paving.

HMA SURFACE COURSE: The use of uncrushed gravel will not be allowed in making the bituminous mixture. **No RAP may be used in the surface mixtures.**

Basis of Payment: All labor, equipment, and materials necessary to construct the work described herein, and the provision of hot-mix asphalt mixtures shall be paid for at the contract unit price per SQUARE YARD for HMA DRIVEWAY REMOVAL & REPLACEMENT, 2"

PCC PAVEMENT PATCH, 9"

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include removal of the existing concrete, installation of new concrete patch, saw-cutting, dowel bars, tie bars, contraction joints, expansion joints, and preparation of existing base. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH, 9".

HMA PAVEMENT PATCH, 2"

This item of work shall consist of HMA PAVEMENT PATCH, 2". All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

This work shall include: all saw-cutting; the milling and/or removal and proper disposal of the existing HMA surface course, to a depth of not less than 2"; the provision of a neat, straight saw-cut butt joint; the placement of bituminous prime material; the furnishing and proper placement and compaction of 2" finished thickness of HMA SURFACE COURSE, MIX C, N50; all labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item. This item shall occur mostly at the locations of the curb replacement or various locations throughout the Village as indicated by the Engineer.

HMA SURFACE COURSE: The use of uncrushed gravel will not be allowed in making the bituminous mixture. **No RAP may be used in the surface mixtures.**

For main-line paving, longitudinal joints shall be staggered 2 to 6 inches between successive lifts of hot-mix asphalt mixtures. The temperature of the mixture and the rolling pattern shall be such that tight, well-knit longitudinal joints between passes are achieved. The compactive effort shall be such that it produces a dense, durable mat. The minimum density shall be 93% of the maximum theoretical density.

Basis of Payment: All labor, equipment, and materials necessary to construct the work described herein, and the provision of hot-mix asphalt mixtures shall be paid for at the contract unit price per SQUARE YARD for HMA DRIVEWAY REMOVAL & REPLACEMENT, 2

VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 602.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities; saw cutting; removal and disposal of existing adjusting rings; installing new adjusting rings to the proper grade to match the proposed pavement. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

TREE GRATE INSTALLATION

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

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

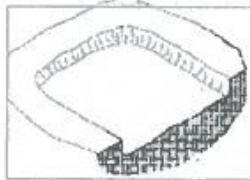
TREE GRATE INSTALLATION DETAIL

TREE GRATE INSTALLATION PROCEDURES

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

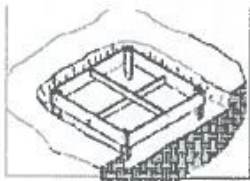
FOR POURED CONCRETE INSTALLATIONS

Neenah tree grates and R-8500 Type U frames



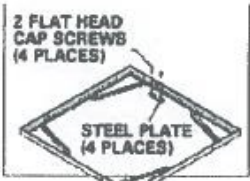
STEP 1

Excavate tree pit.



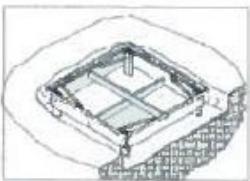
STEP 2

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



STEP 3

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

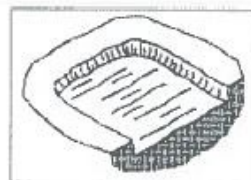


STEP 4

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

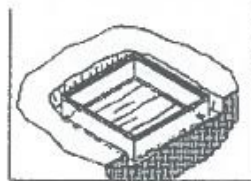
FOR PAVING BLOCK INSTALLATIONS

Neenah tree grates and R-8500 Type P frames



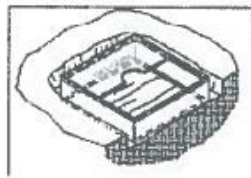
STEP 1

Excavate tree pit.



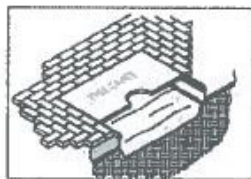
STEP 2

Place assembly within excavation. Set at proper grade.



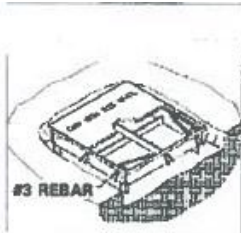
STEP 3

Place both tree grate halves within the frame.



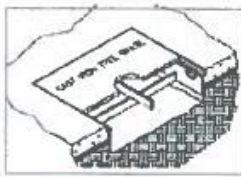
STEP 4

Place setting bed and pavers, plant tree.



STEP 5

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



STEP 6

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

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

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

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

RESTORATION

Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.

Restoration includes all the landscape, driveway, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Village. Any damage due to negligence of the Contractor or deemed unnecessary by the Village will be restored at no additional cost to the Village. Restoration must be completed to the satisfaction of the Village Engineer (or his/her designee). The Village Engineer (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Village.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4-inches minimum, whichever is greater.

Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

SAW CUTTING

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein.

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

CONCRETE CURING

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR.** All Portland Cement Concrete shall be treated with a protective coat application.

MOBILIZATION

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

This project may require more than one mobilization to the Village of Winnetka.

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

TREE PROTECTION AND ROOT PRUNING

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications.

The Contractor shall not trim any trees or bushes; remove any trees or bushes; nor remove or prune roots without prior approval and/or direction from the Public Works Director (or his/her designee).

Cost of tree protection and root pruning or removal is incidental to the contract.

TRAFFIC CONTROL AND PROTECTION

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

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

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

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

All barricades shall have working lights or flashers attached and be operational during night time hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

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

NO STREET CLOSURE WILL ALLOW WITHOUT APPROVAL OF THE VILLAGE ENGINEER

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

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

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

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

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

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 construction 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.

CLEANING

The Contractor and his subcontractors by the end of each working day shall remove from the premises rubbish, waste material and accumulations and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Engineer. This work shall be considered as incidental to the cost of the Contract.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)**

ATTACHMENT C

SPECIAL PROJECT REQUIREMENTS

5. Contract Terms and Conditions

This contract is the multi-year (3 years) contract with optional (2) 1-year extensions. This contract needs to be renewed yearly with the approval of unit prices in between the contractor and the Village of Winnetka. The contractor needs to send the yearly unit price in the start of each year for the Village approval. If the contractor and the Village of Winnetka are not able to agree on unit prices, Village can terminate this contract.

6. Construction Schedule Requirements

Village planned the construction of annual sidewalk improvements only during the school breaks. Therefore, the proposed work must commence no earlier than June 17th, 2025, and must be completed in its entirety (including restoration) no later than August 8th, 2025, unless otherwise allowed by the Village Engineer.

Also, special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

Failure to comply with the deadlines for the completion shall result in the enforcement of liquidated damages in accordance with the Special Provisions, “Liquidated Damages”, and Section 108.05 and 108.09 of the Standard Specifications, along with all fees acquired for the extended need for resident engineering services.

7. Concrete Mix

For all the concrete work under this contract shall be used High Early Strength Concrete only, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED)

The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the “Standard Specifications for Road and Bridge Construction”, latest edition.

8. Resident Notification

Residents shall be notified in writing 48 hours in advance of work adjacent to their driveway that will prohibit access, including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain and the contractor's contact information.

The Engineer must approve the notification letter prior to the notify the residents.

9. Materials Furnished by the Contractor

All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Director of Engineering. All materials not otherwise specifically indicated shall be furnished by the Contractor.

10. 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 specification in Attachment B.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI YEAR CONTRACT)**

APPENDIX 1

PREVAILING WAGE ORDINANCE

2005 Prevailing Wage Act Changes

Certified Payroll Requirements (Public Act 94-0515)

Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased Penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI YEAR CONTRACT)**

APPENDIX 2

SCHEDULE OF QUANTITIES

Item No.	UNIT PRICE ITEM	UNIT	ESTIMATED QTY*	PRICE PER UNIT	EXTENDED AMOUNT
1	PCC Sidewalk Removal & Replacement	SF	12000	\$13.50	\$162,000.00
2	Detectable Warning	SF	100	\$50.00	\$5,000.00
3	Barrier Curb Variable Height, Special	LF	50	\$60.00	\$3,000.00
4	Combination Concrete Curb & gutter Removal & Replacement	LF	100	\$60.00	\$6,000.00
5	Aggregate for Temporary Driveway Access	TON	10	\$1.00	\$10.00
6	PCC Driveway Removal & Replacement, 6"	SY	50	\$110.00	\$5,500.00
7	HMA Driveway Removal & Replacement, 2"	SY	50	\$50.00	\$2,500.00
8	PCC Pavement Patch, 9"	SY	30	\$150.00	\$4,500.00
9	HMA Pavement Patch, 2"	SY	50	\$50.00	\$2,500.00
10	Tree Grate	EACH	2	\$2,000.00	\$4,000.00
11	VV, MH, Inlet, CB to be Adjusted	EACH	5	\$450.00	\$2,250.00

** The estimated quantities listed in the bid table are for reference only and subjected to change based on Budget*

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ 197,260.00

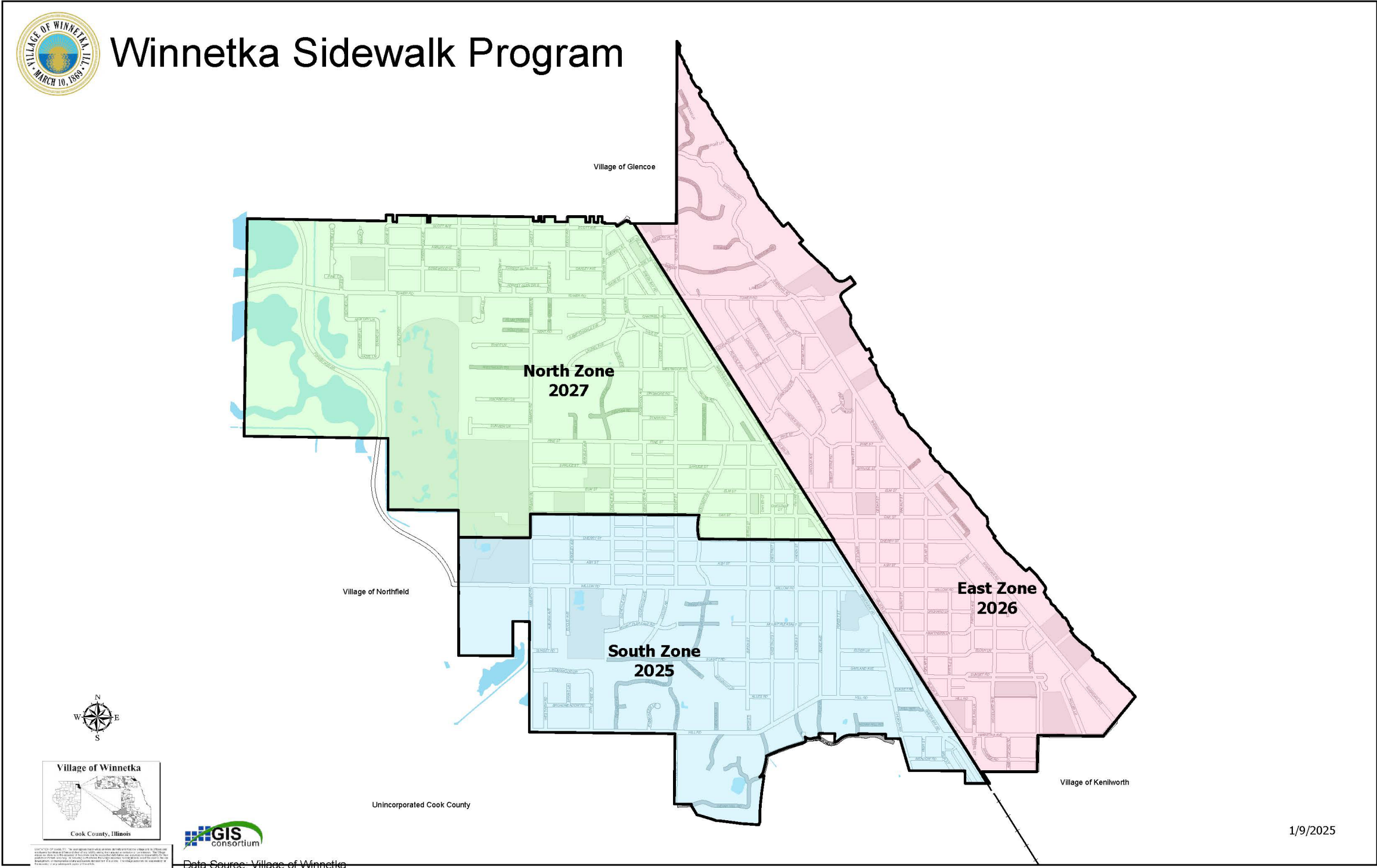
VILLAGE OF WINNETKA
2025 SIDEWALK (REB # 025-03)
BID TAB

BID TABULATION 30-Jan-25				LOWEST BIDDER					
				ESTIMATED QUANTITY		SCHROEDER & SCHROEDER, INC 7306 CENTRAL PARK SKOKIE, IL 60076		GLOBE CONSTRUCTION INC 1781 ARMITAGE COURT ADDISON, IL 60101	
NO.	PAY ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	PCC Sidewalk Removal & Replacement	SF	12000	\$ 13.50	\$ 162,000.00	\$ 15.75	\$ 189,000.00	\$ 15.50	\$ 186,000.00
2	Detectable Warning	SF	100	\$ 50.00	\$ 5,000.00	\$ 91.00	\$ 9,100.00	\$ 80.00	\$ 8,000.00
3	Barrier Curb Variable Height, Special	LF	50	\$ 60.00	\$ 3,000.00	\$ 70.00	\$ 3,500.00	\$ 79.00	\$ 3,950.00
4	Combination Concrete Curb & gutter Removal & Replacement	LF	100	\$ 60.00	\$ 6,000.00	\$ 85.00	\$ 8,500.00	\$ 61.00	\$ 6,100.00
5	Aggregate for Temporary Driveway Access	TON	10	\$ 1.00	\$ 10.00	\$ 10.00	\$ 100.00	\$ 40.00	\$ 400.00
6	PCC Driveway Removal & Replacement, 6"	SY	50	\$ 110.00	\$ 5,500.00	\$ 150.00	\$ 7,500.00	\$ 144.00	\$ 7,200.00
7	HMA Driveway Removal & Replacement, 2"	SY	50	\$ 50.00	\$ 2,500.00	\$ 125.00	\$ 6,250.00	\$ 80.00	\$ 4,000.00
8	PCC Pavement Patch, 9"	SY	30	\$ 150.00	\$ 4,500.00	\$ 140.00	\$ 4,200.00	\$ 400.00	\$ 12,000.00
9	HMA Pavement Patch, 2"	SY	50	\$ 50.00	\$ 2,500.00	\$ 125.00	\$ 6,250.00	\$ 300.00	\$ 15,000.00
10	Tree Grate	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 650.00	\$ 1,300.00	\$ 8,000.00	\$ 16,000.00
11	VV, MH, Inlet, CB to be Adjusted	EACH	5	\$ 450.00	\$ 2,250.00	\$ 550.00	\$ 2,750.00	\$ 400.00	\$ 2,000.00
	TOTAL: AS CALCULATED			\$	197,260.00	\$	238,450.00	\$	260,650.00
	TOTAL: AS READ			\$	197,260.00	\$	238,450.00	\$	260,650.00

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION OF
ANNUAL SIDEWALK PROGRAM
(MULTI-YEAR CONTRACT)

APPENDIX 3

ZONE MAP





Agenda Item Executive Summary

TITLE: Resolution No. R-20-2025: Approving Change Order No. 2 to the Contract with DiMeo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: February 18, 2025

CONSENT: Yes

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

February 6, 2024 - Council approved Resolution No. R-7-2024, authorizing a contract for the Crow Island Storage and Conveyance Project with DiMeo Brothers Inc. (DiMeo) in an amount not to exceed \$7,642,410.

September 3, 2024 - Council approved Resolution No. R-69-2024, authorizing Change Order No. 1 in an amount not to exceed \$120,303.

EXECUTIVE SUMMARY:

Project Update

The Crow Island Stormwater Storage and Conveyance Project is a crucial piece of the Village's overall stormwater management system and was made possible by an Intergovernmental Agreement between the Village of Winnetka and the Winnetka Park District (WPD). This project is substantially complete. During the restoration, non-organic materials were observed in the topsoil. The Village and the Park District have been negotiating an appropriate remediation of the non-organic materials.

On January 10, 2025, a technical meeting was held between representatives of the Village, WPD, Strand Associates, and WPD's Consultant, GEI Consultants, to reach a resolution for final restoration of Crow Island Park. Attachment 2 includes details from the meeting and the agreed upon methodology for final restoration of Crow Island Park. Attachment 3 presents the limits of the restoration work to be performed at Crow Island Park.

Resolution No. R-20-2025: Approving Change Order No. 2 to the Contract with DiMeo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Attachment 1) adds \$318,000 to the existing contract with DiMeo Brothers for the additional costs to restore Crow Island Park, following the agreed to restoration process outlined in Attachment 2.

Project Cost / Source of Funds

There is a sufficient contingency balance to fund the additional costs for the project. The revised DiMeo Contract price based on the change order is as follows:

DiMeo Brothers, Inc. Original Contract Amount (R-7-2024)	\$7,642,410
Change Order No. 1 (R-69-2024)	\$120,303
Change Order No. 2 (R-20-2025)	<u>\$318,000</u>
New DiMeo Contract Total	\$8,080,713

An updated stormwater tracking spreadsheet is attached (Attachment 4) - after considering this change order, the remaining contingency balance for the stormwater project is \$5,242,607 (18%).

RECOMMENDATION:

Consider adopting Resolution No. R-20-2025, approving a change order to the contract for the Crow Island Stormwater Storage and Conveyance Project with DiMeo Brothers, Inc., in the amount not to exceed \$318,000.

ATTACHMENTS:

1. Resolution No. R-20-2025: Approving Change Order No. 2 to the Dimeo Brothers Contract for the Crow Island Project
2. Crow Island Park Restoration Letter
3. Crow Island Park Restoration Limits
4. Stormwater Tracking Spreadsheet

RESOLUTION NO. R-20-2025

**A RESOLUTION APPROVING CHANGE ORDER NO. 2
TO THE CONTRACT WITH DI MEO BROTHERS, INC.
FOR CONSTRUCTION SERVICES FOR
THE CROW ISLAND STORMWATER STORAGE AND CONVEYANCE PROJECT**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village (“*Stormwater Master Plan*”); and

WHEREAS, the Village engaged in multiple projects under the Stormwater Master Plan, including a project to install stormwater improvements at the Crow Island School site and the Crow Island Park site (“*Project*”); and

WHEREAS, on February 6, 2024, the Village Council approved adoption of Resolution R-7-2024, which authorized a contract (“*Contract*”) with the Di Meo Brothers, Inc. (“*Contractor*”) for the Contractor to install new stormwater storage facilities for the Crow Island Underground Storage Facility, and perform related construction work pursuant to the Project (“*Work*”) in the amount not to exceed \$7,642,410; and

WHEREAS, on September 3, 2024, the Village Council approved Resolution R-69-2024, authorizing a change order to the Contract for Contractor to perform additional work for \$120,303.00, that included sod installation and additional water main replacement work for the Project (“*Change Order No. 1*”); and

WHEREAS, it was determined the Project required additional work regarding restoration of Crow Island Park including removing and replacing topsoil and seed (“*Additional Work*”); and

WHEREAS, the Contractor has offered to perform the Additional Work for an additional amount not to exceed \$318,000.00 pursuant to a change order to the Contract (“*Change Order No. 2*”); and

WHEREAS, Change Order Nos. 1 and 2 increase the total cost for the Project to \$8,080,713; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 2 with the 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 CHANGE ORDER NO. 2. The Village Council approves Change Order No. 2 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 2, after receipt by the Village Manager of two executed copies of Change Order No. 2 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 2 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 2 will, at the option of the Village Council, be null and void.

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

ADOPTED this 18th day of February, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



AUP

CONTRACTOR:

DiMeo Bros., Inc.
720 Richard Lane
Elk Grove, IL 60007

AUP # 7

DATE 2/13/2025

PROJECT:

Village of Winnetka - Crow Island

RE: Remove/Replace Sod & Topsoil

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
6" Topsoil Strip & Sod Disposal and 6" Topsoil Import/Respread for Park District	SY	9,000	\$ 25.00	\$ 225,000.00
Sod for Park District	SY	9,000	\$ 17.00	\$ 153,000.00
Less: Seed Park District with Line Item #55	LS	1	\$ (56,000.00)	\$ (56,000.00)
Less: Seed Park District with Line Item #59	LS	1	\$ (4,000.00)	\$ (4,000.00)
Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.				

WE AGREE hereby to make the change(s) specified above
at this price \$ 318,000.00

Your Name

Date

2/13/2025

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature _____
Date of Acceptance _____



January 16, 2025

Mr. Robert Bahan, Village Manager
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: Crow Island Stormwater Storage and Conveyance Project (Project)
Village of Winnetka, Illinois (Village)

Dear Mr. Robert Bahan,

The following letter documents the January 10, 2025, technical meeting between the Village of Winnetka and the Winnetka Park District's Consultant, GEI Consultants, and the resolution reached for restoration of Crow Island Park. This meeting was attended by the following individuals.

- James Bernahl and Kristin Kazenas of the Village of Winnetka (Village)
- Shannon Nazzal of the Winnetka Park District (WPD)
- Dr. Kelly Tess of Winnetka School District 36 (D36)
- Patrick Chang of GEI Consultants, Inc. (GEI)
- Mike Waldron and Jimmy Canning of Strand Associates, Inc. (Strand)

The following restoration process is recommended by Strand and GEI.

1. As early as seasonally permissible, the Village's contractor will remobilize and strip the near-surface soils, i.e., topsoil, over the areas previously disturbed on Crow Island Park as part of the Village's stormwater project. Areas include the staging/truck turnaround area, the box storm sewer routing, and the StormTrap installation area. It is understood that the topsoil ranges from 6 inches to 8 inches in depth, and the goal is to remove all topsoil to expose the clay earth beneath.
2. The stripped topsoil will be removed offsite and disposed of by the Village's contractor.
3. Once the topsoil is removed and the underlying gray and brown native clay or clay fill is exposed, graded, and compacted, representatives from Strand and GEI will be onsite to evaluate the condition of the underlying clay. If the clay does not show indications of deleterious material, no further excavation will be performed, and final restoration will proceed.
4. If deleterious material is observed in the clay, the Village's contractor shall continue to excavate the clay in 3-inch layers until no deleterious material is



observed. The additional excavated clay shall be removed offsite and disposed of by the Village's contractor.

5. For final restoration, the Village's contractor will provide clean topsoil from an offsite source, provide certified documentation, and spread to final grade as shown in the Village's stormwater project engineering drawings. It was agreed that the topsoil will be compacted to the extent possible using the same equipment to distribute and spread the topsoil. Upon completion of topsoil spreading and fine grading, the site will be observed by representatives of the Village and WPD for approval prior to proceeding.

6. Upon approval, the Village's contractor will install sod over all topsoiled areas except for approximately 465 square yards adjacent to the existing wetland area, which will be seeded with Illinois Department of Transportation (IDOT) Class 4B Native Seeding and blanketed as shown in the Village's stormwater project engineering drawings. The Contractor will install a temporary fence around these wetland areas to protect the seed. The Park District will remove the fencing once it has determined that the growth has substantially met their requirements.

This memo has been reviewed and approved by the following representatives.

Dated: January 16, 2025

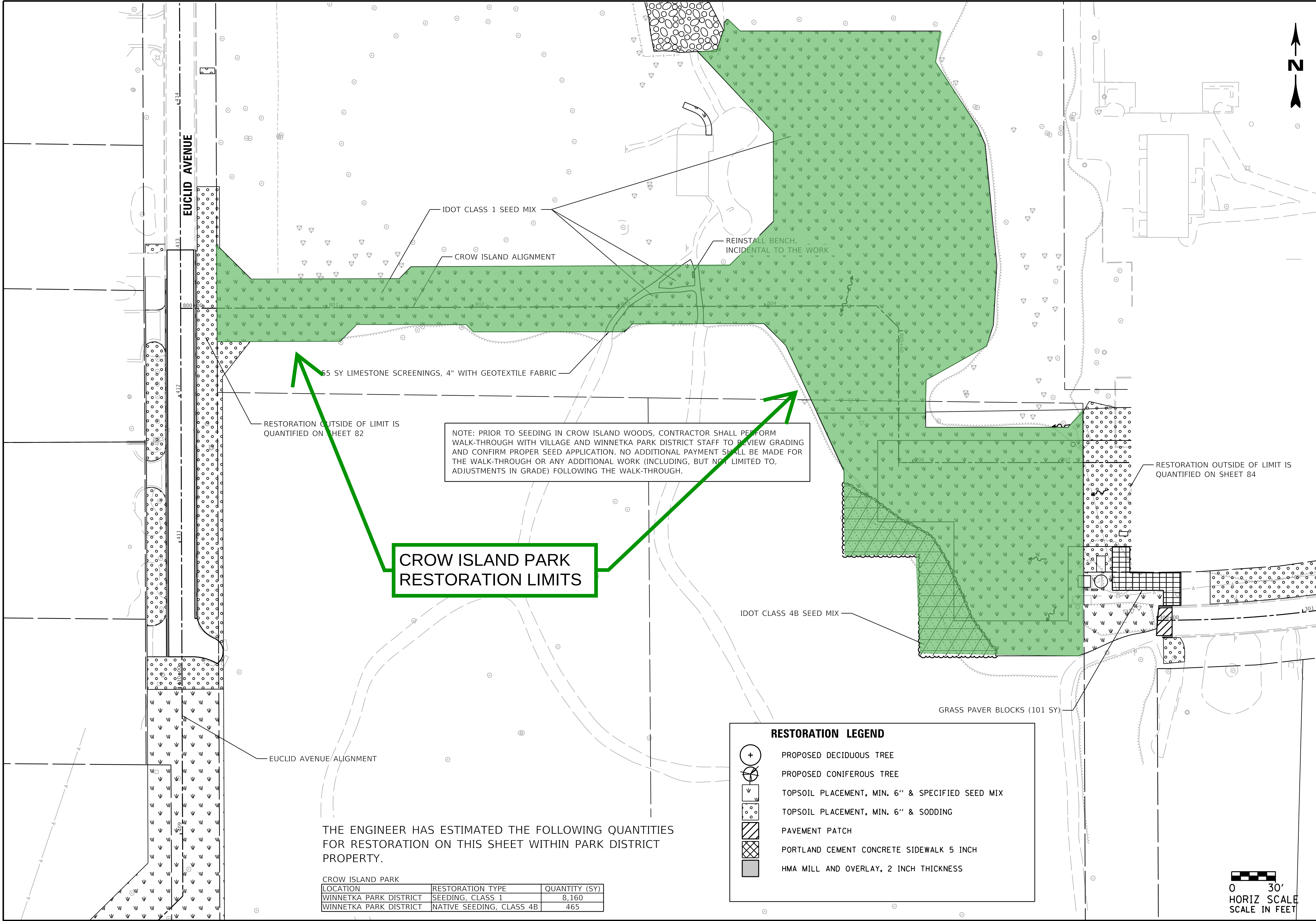
Village of Winnetka
James J. Bernahl, P.E.
By _____
(Authorized Signature)

Dated: January 16, 2025

Strand Associates, Inc.
Michael R. Waldron, P.E.
By _____
(Authorized Signature)

Dated: January 16, 2025

GEI Consultants, Inc.
Patrick C. Chang, P.E.
By _____
(Authorized Signature)





NO.	REVISIONS	DATE
1	ISSUED FOR BID	12/19/23

RESTORATION PLAN
CROW ISLAND PARK
CROW ISLAND STORMWATER STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.045
PROJECT MGR.
MRW



STRAND
ASSOCIATES®

SHEET
83

Project	Council Approved Budget 11/2020	Budget Escalation 12/31/2021 (CPI - 7%) - Note 1	Budget Escalation 12/31/2022 (CPI - 6.5%) - Note 1	Budget Escalation 12/31/2023 (CPI - 3.4%) - Note 1	Project Budget As of December 31, 2024	Budget Escalation 12/31/2024 (CPI - 2.9%) - Note 1	Project Budget As of February 1, 2025
Storage Projects							
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,321,307	\$ -	\$ -	\$ -	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288
Berger (under budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (305,258)
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 1,052,047	\$ 260,972	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 799,656	\$ 799,656	\$ 799,656	\$ 799,656
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 260,972	\$ 260,972	\$ 260,972
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,551,960	\$ 2,761,773	\$ -	\$ -	\$ -
StormTrap R-83-2023	\$ -	\$ -	\$ -	\$ 1,881,000	\$ 1,881,000	\$ 1,881,000	\$ 1,881,000
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 3,153,616	\$ 3,153,616	\$ 3,153,616
DiMeo 2024 R-69-2024	\$ -	\$ -	\$ -	\$ -	\$ 120,303	\$ 120,303	\$ 120,303
DiMeo 2025 R-20-2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,000
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
DiMeo Contract R-58-2024	\$ -	\$ -	\$ -	\$ -	\$ (2,750)	\$ (2,750)	\$ (2,750)
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 26,039,644	\$ 27,099,019	\$ 27,608,415	\$ 27,608,415	\$ 27,621,157
Conveyance Projects							
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 2,037,708	\$ 1,173,034	\$ 1,173,034	\$ 1,207,052	\$ 1,207,052
DiMeo Contract R-74-22 (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM contract Berger (25%)	\$ -	\$ -	\$ -	\$ 903,246	\$ 903,246	\$ 903,246	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 200,448	\$ 207,263	\$ 207,263	\$ 213,274	\$ 213,274
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 996,086	\$ 1,029,953	\$ 1,029,953	\$ 1,059,822	\$ 1,059,822
DiMeo Contract R-74-22 (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,582,840	\$ 2,670,657	\$ 2,670,657	\$ 2,748,106	\$ 2,748,106
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,565,862	\$ 3,687,101	\$ 3,687,101	\$ 3,794,027	\$ 3,794,027
DiMeo Contract R-74-22 (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 4,143,776	\$ 3,427,732	\$ 3,427,732	\$ 3,527,136	\$ 3,527,136
CCFP SWM contract Berger (20%)	\$ -	\$ -	\$ -	\$ 828,755	\$ 828,755	\$ 828,755	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,999,758	\$ 2,067,750	\$ -	\$ -	\$ -
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 2,067,750	\$ 2,067,750	\$ 2,067,750
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 2,038,850	\$ 2,108,171	\$ 1,581,128	\$ 1,626,981	\$ 1,626,981
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 527,043	\$ 527,043	\$ 527,043
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,205,518	\$ 1,482,329	\$ -	\$ -	\$ -
CCFP SWM contract Berger (35%)	\$ -	\$ -	\$ -	\$ 771,931	\$ 771,931	\$ 771,931	\$ 771,931
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 1,482,329	\$ 1,482,329	\$ 1,482,329
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 5,087,719	\$ 5,260,701	\$ 5,260,701	\$ 5,413,261	\$ 5,413,261
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,297,825	\$ 2,375,951	\$ 2,375,951	\$ 2,444,854	\$ 2,444,854
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,698,966	\$ 1,756,731	\$ 1,756,731	\$ 1,807,676	\$ 1,807,676
Hill Road	\$ 270,802	\$ 289,758	\$ 308,592	\$ 319,084	\$ 319,084	\$ 328,337	\$ 328,337
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 3,085,141	\$ 3,190,036	\$ 3,190,036	\$ 3,282,547	\$ 3,282,547
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,888,069	\$ 1,952,263	\$ 1,952,263	\$ 2,008,879	\$ 2,008,879
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 36,577,969	\$ 37,653,499	\$ 37,653,499	\$ 38,483,817	\$ 38,483,817
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated							
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs	\$ -	\$ -	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 556,000	\$ 125,600	\$ 125,600	\$ 125,600
Strand Contract R-15-2024	\$ -	\$ -	\$ -	\$ -	\$ 430,400	\$ 430,400	\$ 430,400
Strand Contract R-38-2023	\$ -	\$ -	\$ -	\$ 444,000	\$ 444,000	\$ 444,000	\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 5,764,745	\$ 5,255,349	\$ 5,255,349	\$ 5,242,607
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 18,352,327	\$ 17,842,931	\$ 17,842,931	\$ 17,830,189
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 81,929,921	\$ 83,104,845	\$ 83,104,845	\$ 83,935,163	\$ 83,935,163

Allocated Contingency at 12/31/2024 (Note 2):	\$ 4,833,184
Previously Committed Costs at 12/31/2024 (Note 3):	\$ 49,095,012
DiMeo R-20-2025, Berger Closeout (Note 4):	\$ 12,742

Project Summary	
Total Costs Committed to Date (62%):	\$ 49,107,754
Balance to Complete (38%):	\$ 29,584,802
Remaining Contingency (18%):	\$ 5,242,607
Project Total:	\$ 83,935,163

- Notes:**
- Note 1) As was done on January 1, 2021, January 1, 2022, January 1, 2023 and January 1, 2024 the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2024 Consumer Price Index report. The escalation captures the annual CPI for 2024: 2.9%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
<https://www.bls.gov/news.release/pdf/cpi.pdf>
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of February 1, 2025. This amount reflects contingency drawdowns of:
- North of Willow Project (DiMeo) - \$3,048,061
 - Design Engineering Hibbard / Conveyance (Strand) - \$72,922
 - Property Acquisition - \$145,000
 - CCFPD Fees - \$60,082
 - Construction Management - (Jacobssen) - \$45,000
 - Hibbard Preserve Storage (Berger) - \$959,981
 - Mitigation Fees - Totaled less than anticipated, difference added back to contingency +\$20,000
 - Crow Island contract (R-7-2024) -\$391,843
 - North of Willow Project closeout credit balance (DiMeo) (R-58-2024) +\$2,750
 - Crow Island Change Order No. 1 (DiMeo) (R-69-2024) -\$120,303
 - Crow Island Soil Restoration Park District (DiMeo) (R-20-2025) -\$318,000
 - Hibbard Preserve Storage (Berger) contract under budget +\$305,257
- Note 3) Cells highlighted in green reflect committed costs as of February 1, 2025. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - R-69-2022 (11/15/2022): \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 (10/6/2022): Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 (10/18/2022): CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 (10/18/2022): Golf course construction management costs - \$45,000 (Jacobsen
 - R-128-2022 (12/6/2022): Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 (12/6/2022): Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 (2/7/2023): Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 (3/21/2023): Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
 - R-83-2023 (9/5/2023): Crow Island Storm Trap purchase - \$1,881,000.
 - R-7-2024 (2/6/2024): DiMeo - Crow Island Storage contract - \$7,491,710.
 - R-15-2024 (2/20/2024): Strand Crow Island Construction Management - \$430,400.
 - R-58-2024 (6/18/2024): DiMeo Change Order Golf Course - (\$2,750).
 - R-69-2024 (9/3/2024): DiMeo Change Order No. 1 Crow Island Storage Project - \$120,303.
- Note 4) Cells highlighted in pink reflect \$318,000 in costs associated with additional work on the Crow Island storage project related to soil restoration. This additional work will be performed by DiMeo Bros. (R-20-2025). This Resolution will be considered at the February 18, 2025 Village Council meeting). Additionally, the Berger Contract (R-21-2023) has been fully paid with a project budget savings of \$305,257.22 which has been added back to contingency.



Agenda Item Executive Summary

TITLE: Resolution No. R-18-2025: Approving Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The annual Winnetka Music Festival began in 2017 and is co-sponsored by the Village of Winnetka and the Winnetka-Northfield-Glencoe Chamber of Commerce.

EXECUTIVE SUMMARY:

The 2025 Winnetka Music Festival will be a two-day event scheduled for Friday, June 20, 2025 and Saturday, June 21, 2025. The festival is a ticketed public event and will take place on Lincoln Avenue between Pine Street and Elm Street along with the Village-owned Lincoln Avenue parking lot and is expected to attract thousands of visitors to Winnetka.

Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and Valslist (the event promoter and operator) and the terms are generally consistent with the prior year license agreement.

Key points identified in the license agreement include: location, date and times for the event including setup, operation and cleanup; site Plan including site maintenance, support and restoration after the event; security, emergency services and first aid; parking, signage and marketing; waste management, restrooms and hand-washing stations; and insurance, indemnification and waiver of liability.

The Winnetka Music Festival organizers and Village staff will be coordinating logistics with the One Winnetka project developers to ensure coordination of a safe and successful event during construction activities.

RECOMMENDATION:

Consider adoption of Resolution No. R-18-2025: Approving a Non-Exclusive License Agreement for the Use of Winnetka Property for the Winnetka Music Festival.

ATTACHMENTS:

1. Resolution No. R-18-2025: Approving Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival

RESOLUTION NO. R-18-2025

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
FOR USE OF WINNETKA PROPERTY FOR THE WINNETKA MUSIC FESTIVAL**

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

WHEREAS, the Village is the owner of certain real property in the Elm Street Business District of the Village including portions of the Lincoln Avenue right-of-way, Elm Street right-of-way, and the property commonly known as the Lincoln Avenue Parking Lot (collectively, "***Licensed Premises***"); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc., ("***Chamber***"), sponsors, supports, and conducts community events for the benefit of the Village of Winnetka community and general public, including the 2025 music festival commonly referred to as the "Winnetka Music Festival" ("***Event***"); and

WHEREAS, Valslist, LLC ("***Valslist***"), organizes, promotes, and operates music festivals; and

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event; and

WHEREAS, the Chamber and Valslist desire to use the Licensed Premises for the Event; and

WHEREAS, the Village is willing to enter into a non-exclusive license agreement to permit the Chamber and Valslist to use the Licensed Premises for the Event ("***License Agreement***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the License Agreement with the Chamber and Valslist;

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 LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Chamber, and Valslist in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

February 18, 2025

R-18-2025

SECTION 3: AUTHORIZATION TO EXECUTE LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

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

ADOPTED this 18th day of February, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF VILLAGE OF WINNETKA PUBLIC STREETS
FOR THE 2025 WINNETKA MUSIC FESTIVAL**

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this 18th day of February, 2025, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**"), and **VALSLIST LLC**, an Illinois limited liability company ("**Valslist**") (the Chamber and Valslist are, collectively, "**Operator**") (the Village, Chamber, and Valslist are, collectively, "**Parties**").

WHEREAS, the Chamber sponsors, supports and conducts many community events for the benefit of the Village of Winnetka community and general public, including but not limited to, a 2025 music festival commonly referred to as the "Winnetka Music Festival" ("**Event**");

WHEREAS, Valslist organizes, promotes and operates music festivals;

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event;

WHEREAS, the Village is the owner of certain real property, including streets, sidewalks and common gathering places in the portion of the Village commonly referred to East Elm Downtown area and, more specifically, as Downtown Lincoln Avenue located on Lincoln Avenue from Elm Street to Pine Street, a map of which is attached as **Exhibit 1** and incorporated herein ("**Downtown Lincoln Avenue**");

WHEREAS, the Chamber and Valslist desire to use for the Event:

1. Downtown Lincoln Avenue; Downtown Elm Street between Green Bay Road and Arbor Vitae;
2. Public streets and sidewalks on Lincoln Avenue between Pine Street and Oak Street; and Elm Street between Green Bay Road and Arbor Vitae; and
3. The Lincoln Avenue Parking lot (south of Winnetka Community House),

all as depicted in Exhibit 1 (collectively, "**Licensed Premises**"); and

WHEREAS, the Village is willing to grant Operator use of the Licensed Premises for the Event based on strict compliance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Grant and Term of License.**

- A. *Grant of License.* Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Operator, and Operator hereby accepts, a non-exclusive revocable license to use the License Premises for the sole purpose of hosting the Event pursuant to and in strict accordance with the terms and provisions of this Agreement ("***License***"). Operator acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Operator to alter the Licensed Premises in any way other than as expressly set forth in this Agreement.
- B. *As-Is, Where-Is.* Operator hereby accepts the Licensed Premises in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. Operator acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Licensed Premises for the Operator's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner before, after, or during the Event. Operator waives any implied warranty that the Licensed Premises will be suitable for the Operator's intended purposes.
- C. *Limitation of Interest.* Except for the Licensee granted pursuant to this Agreement, Operator shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.
- D. *Term.* The License shall be for a term commencing on June 19, 2025, at 5:00 p.m. and ending on the earlier to occur of: (i) a terminating event as described in Section 2.E of this Agreement; or (ii) June 22, 2025, at 6:00 a.m. ("***Term***"). All setup, take-down, and clean-up for the Event shall occur during the Term.
- E. *Termination.*
 - 1. Termination Event. Without prejudice to any other rights and remedies available pursuant to the rest of this Agreement, the License shall automatically expire and terminate upon the occurrence of any of the following:
 - a. Failure to Comply. Operator has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village and Park District shall provide the Chamber with seven days written notice and an opportunity to cure the violation.

- b. Dangerous Condition. The Village determines, in its sole and absolute discretion, that the Event threatens the public health and safety, and that the termination of the Event and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

- a. Operator Obligation. Upon termination of this Agreement pursuant to this Section 2.E or at the end of the Term as set forth in Section 2.D, Operator, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the commencement of the Term, including, without limitation: (1) repair of the Licensed Premises, if necessary in the sole determination of the Village; and (2) restoration of all other Village-owned or Village-leased property as nearly as practicable to the condition immediately preceding the Term, if disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests.
- b. Failure to Restore. In the event that Operator fails or refuses to repair or restore the Licensed Premises any Village-owned or Village-leased property that is disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair and/or restoration, and to charge Operator for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

3. **Security Deposit.** Valslist shall be required to pay to the Village \$2,500.00 to the Village as a security deposit ("***Security Deposit***") to secure the obligations of Operator under this Agreement. Valslist shall pay to the Village the Security Deposit no later than 5:00 p.m., June 2, 2025, in the form of a cashier's check or certified funds. The cost of any materials used by the Village or a third-party service provider, and any labor and related expenses performed by the Village or a third-party service provider to restore the Licensed Premises or other Village-owned or Village-leased property damaged during or as a result of the Event, to its proper condition will be deducted from the Security Deposit and the remaining portion of the Security Deposit will be returned to Valslist. In the event the cost of the work to return the Licensed Premises, or any other Village property damaged during or as a result of the Event, to its proper condition exceeds the amount of the Security Deposit, Operator shall pay the additional cost to the Village within 30 days of receipt of a demand from the Village.

4. Hours of Operation.

- A. Operator may not commence set-up operations for the Event on Thursday, June 19 2025 prior to 6:00 p.m.; nor continue operations beyond 10:30 p.m., on Friday June 20, 2025; nor prior to 6:00 a.m. or beyond 11:00 p.m. and on Saturday, June 21, 2025.
- B. Operator may open the Event for public attendance only on Friday June 20, 2025 from 5:00 pm to 10:30 pm and Saturday, June 21, 2025 from 11:00 am to 11:00 p.m.

5. Inspection of Site. Operator shall inspect the Licensed Premises prior to and routinely during the Event to determine the suitability of the Licensed Premises for the Event and any contemplated use and to identify and abate any potential safety hazards or dangerous conditions. Operator shall take all reasonable measures to protect from safety hazards and potential safety risks: (i) all Operator employees, owners, agents, and volunteers (collectively, ***“Event Staff”***); (ii) Event contractors, vendors, exhibitors, performers and anyone directly or indirectly employed by them (collectively ***“Vendors”***); (iii) members of the public that attend the Event and all other Operator invitees (collectively ***“Event Invitees”***); and (iv) Village employees and participants. Operator must promptly advise the Village of any safety hazards or potentially dangerous condition of which they become aware during the Term.

6. Site Plan. Valslist, or its designated Vendor, shall prepare and submit a preliminary site plan for the Event to the Village for review and approval by May 1, 2025. Valslist shall prepare and present a final site plan for review and approval by the Village on or before June 2, 2025.

7. Alcoholic Beverages.

- A. ***Sale.*** Valslist or its designated Vendor shall be permitted to sell beer, wine, and pre-mixed cocktails during the Event, provided that: (i) Valslist, or if its designated Vendor sells beer, wine or pre-mixed cocktails, its designee, obtains a liquor license from the Village to allow for the sale of the same; and (ii) Valslist, and if applicable, its designated Vendor, fully and strictly complies with all federal, state, county and local statutes, ordinances, rules, regulations and orders governing the sale, possession and delivery of alcoholic beverages, including without limitation, procuring all required licenses and permits. The sale of all alcohol shall be limited to the designated beer, wine, and cocktail locations, identified in Exhibit 1. If Valslist sells beer, wine, or pre-mixed cocktails during the Event, Valslist will be responsible for any and all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event. In the event that Valslist’s designated Vendor sells beer, wine, or pre-mixed cocktails during the Event, Valslist agrees to be jointly and

severally responsible and liable for all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event.

- B. *Insurance.* Valslist, or if applicable, its designee, shall provide proof of a valid state and local liquor license authorizing the sale of alcoholic beverages as provided herein and a Certificate of Insurance for liquor liability insurance (***“Dram Shop Insurance”***), certifying that Valslist has in full force and effect, Dram Shop Insurance covering the Event in compliance with all applicable local and state laws, regulations and ordinances, and is sufficient to cover liability imposed under Illinois law. Said insurance shall name the Village as an additional insured. All forms of Certificates of Insurance are subject to approval by the Village and must set forth the minimum requirements as attached hereto as **Exhibit 3** attached hereto and incorporated herein.

8. Vendors. All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Valslist, or its designated Vendor. Valslist, or its designated Vendor shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, marketing, production, entertainment, Vendors’ facilities, restroom and sanitation facilities in accordance with Section 17 of this Agreement, security, waste and recycle services in accordance with Section 10 of this Agreement, and required permits and fines, if any. Valslist shall provide the Village with a detailed list of all Vendors prior to May 15, 2025, and shall update the Village on any Vendor additions or changes after such list is provided. Additional Vendors may not be added to this list after June 1, 2025, without the express written approval of the Village. The Village shall have the right but not the obligation to inspect the operations of any and all Vendors prior to and during the Event with respect to their compliance with this Agreement and any applicable laws, rules, ordinances and regulations. The Village shall have no liability for its inspection or failure to inspect pursuant to this paragraph. Valslist shall require all Vendors to meet all applicable local, state and federal laws, ordinances, and regulations. All Vendors are independent contractors of Valslist and are not employees or agents of Valslist or the Village, and Valslist shall require each Vendor to execute and sign a certificate and/or contract confirming this independent contractor relationship. Every Vendor shall also acknowledge that said Vendor is a third party and not a party to this Agreement.

9. Site Maintenance and Support. The Village shall provide the site maintenance support for the Event listed in this Section 9. Operator acknowledges and agrees that the Village shall not be responsible for any other site maintenance support for the event.

- A. *Event Set-Up.* The Village will provide electric service at locations agreed upon and approved by the Village’s Water and Electric Director.
- B. *Before, During, and After the Event.* The Village shall provide the following before, during and after the Event:
 - 1. Reasonably answer questions related to the Licensed Premises;

2. Providing assistance in securing the Licensed Premises by allowing the placement of additional fencing and barricades in agreed upon locations to control access to the Event during the Term;
3. As part of the event planning, the Village's GIS tech will assist Operator by developing and printing maps for the event as agreed upon by the Village's Engineering Director;
4. Hang Music Fest banners over Green Bay Road, at other locations in the Village, approved by the Village Manager, and remove the banners following the Event;
5. If needed, remove existing streetlights in Lincoln Avenue parking lot for semi-trailer (stage) access and re-install streetlights following the event;
6. On the nights of the Event, turn off agreed upon streetlights in the Lincoln Avenue parking lot subject to final approval of the Village's Fire Chief;
7. Provide police, fire, and paramedic services to Event to provide services to the public, provided that Operator acknowledges that, in the event of emergencies, such police, fire, and paramedic personnel may be called away from the Event;
8. Provide Public Works staffing and equipment to assist with road closures, maintenance, and support of operations;
9. Provide electric service for small electric loads (i.e. i-pad charges, credit card machines) at agreed upon pedestrian street light poles as approved by the Village's Water & Electric Director;
10. Re-connect and turn on holiday lighting in the East Elm Business District for the Event, and after even turn off holiday lighting, remove drop cords, and place cords back in underground boxes

Valslist shall communicate all requests for site maintenance support, service status and any other grounds related items to the following Village designated representatives: Public Works Director Tom Powers (tpowers@winnetka.org; Office: +1.847.716.3270 Cell: +1.224.505.6346); Police Chief Brian O'Connell (boconnell@winnetka.org Office: +1.847.716.3400 Cell: +847- 878-2019); Fire Chief John Ripka (jripka@winnetka.org Office: +1.847.716.3303 Cell: +847.613- 7415); and Director of Water & Electric Nicholas Narhi (nnarhi@winnetka.org Office: +1.847.716.3556 Cell: +1.224.588.0529).

10. Waste and Recycle. Valslist or its Vendor shall provide and pay for at its sole cost and expense all necessary waste and recycling for the Event, which obligation shall include arranging for waste and recycle bins adequate in numbers throughout the Licensed Premises. Valslist or its

Vendor shall maintain the Licensed Premises and surrounding area in a clean, neat, orderly, sanitary, and safe condition, free from accumulation of waste materials and rubbish during the Event. At the completion of the Term, Valslist or its Vendor shall remove from and about the Licensed Premises all waste and recycling materials, rubbish, tools, equipment, and any other materials. If Valslist or its Vendor fails to clean up the Licensed Premises and surrounding area as provided herein, the Village may do so, and the cost thereof shall be deducted from the Security Deposit. In the event the cost to clean up the Licensed Premises and surrounding area exceeds the Security Deposit, Valslist shall pay the additional costs to the Village within 30 days of a demand from the Village.

11. Restoration. Valslist shall be responsible for damage done to Village properties beyond normal wear and tear resulting from use of the Licensed Premises and other Village-owned and Village-leased properties during or as a result of the Event and shall reimburse the Village for all costs and expenses incurred by the Village to repair and/or remedy the same. The Village shall deduct said costs and expenses from the Security Deposit as specified in Section 5 of this Agreement. Valslist shall immediately advise the Village of any damage made to Village-owned or Village-leased property.

12. Security. The Village will provide officers on an operational basis for the Event and assist with traffic and crowd control. Valslist will contract and provide supplemental unarmed security officers for the festival. Private security officers shall monitor potential issues related to service, ticket entry and exit, and sales related to consumption of alcoholic beverages. The private security provided by Valslist shall also be responsible for monitoring and securing the Licensed Premises during overnight hours during the Term.

13. Emergency Services/First Aid. Valslist or its Vendor must supply a first aid station on or near the Licensed Premises that is staffed with appropriate medical personnel to handle general first aid inquiries from Event attendees. The Village Fire and Police Departments shall establish an incident/action plan that addresses emergency medical and fire department responses. Additionally, the plan will include severe weather procedures. Valslist will secure permission and access to any agreed upon emergency evacuation locations. The Village shall provide copies of the incident action plan to Valslist. Valslist will be included in any emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. Valslist further acknowledges and agrees that in the event of request from the Village due to an emergency, Valslist shall immediately suspend or shutdown the Event and comply with any reasonable Village security directives.

14. Parking. Valslist shall prepare a parking plan and submit it to the Village for approval no later than June 1, 2025. Any expenses associated with parking arrangements for the Event will be the sole responsibility of Valslist. All vehicles owned, leased, licensed or controlled by Event Staff, Vendors, and Event Invitees must be removed from Village parking lots no later than the end of the Term. Valslist shall designate an appropriate number of handicap-accessible parking spaces in the parking plan for use by Event Staff, Vendors and Event Invitees. Valslist shall not permit

vehicles other than those displaying authorized handicap license plates or placards to park in the spaces designated for handicap parking.

15. Signs. The Village shall provide 20 custom printed banners for display on its Sternberg lighting fixtures located on Lincoln Avenue. Any other signage for the Event shall be provided by Valslist at its sole cost and expense, and such signs shall be displayed only in accordance with all applicable Village requirements.

16. Marketing and Sponsorship. Operator shall not market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Furthermore, Operator shall not allow an Event sponsor to market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, the Licensed Premises or the sponsor's relationship with the Village or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Operator and all sponsors are separate entities from the Village and neither Operator nor any sponsor shall be deemed to be, nor shall they represent themselves to be employees, partners, or joint venturers of the Village or owners of any Village property. In the event the Village determines any marketing or other actions by Operator or an Event sponsor violates this Section, Operator shall immediately cease or cause the sponsor to cease such marketing or other actions upon the Village's notice to Operator of the same.

17. Restrooms. Valslist or its Vendor shall, at Valslist or its Vendor's sole cost and expense, ensure sanitation/portable restroom facilities are provided, including handwashing stations, adequate in numbers with an appropriate number of ADA compliant units in a designated area in the Licensed Premises during the Event, which portable units shall be depicted on the Event site plan. Valslist shall be responsible for servicing and maintaining these units, which service and maintenance includes, without limitation, regular cleaning of the interior of the units and restocking supplies.

18. Licenses and Permits. Valslist shall be solely responsible for acquiring all necessary licenses, permits, and inspections as required by local, state, and federal governmental authorities in connection with the Event and shall provide the Village with copies of any applicable licenses, permits and inspections not less than five business days prior to the commencement of the Term.

19. Village's Right to Stop the Event.

- A. *Stoppage.* Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 19, the Village reserves the right to stop, or require modification of, any aspect of the Event that it determines it is inconsistent with this Agreement, or with Village policy or which, in the Village's opinion, would result in an inappropriate use of the Licensed Premises, constitute a threat to the health, safety or welfare of the public or any other person, or result in an increased risk of

liability to the Village. The reservation of this right is not intended to impose an obligation upon the Village to ascertain these matters, and neither the Village's exercise of this reserved right nor its failure to exercise this reserved right shall create any liability on the part of the Village or otherwise lessen the Operator's insurance, indemnification and hold harmless obligations under this Agreement.

- B. *Procedure.* In the event that the Village directs Operator to stop or modify any aspect of the Event as provided in this Section:
1. If such direction is provided two or more hours prior to the Event opening to the public, Operator shall have the opportunity to appeal this direction to the Village President and the Village Manager. Operator may designate a non-affiliated third party to make a recommendation to the Village for such appeal. The Parties will use their collective best efforts to reach an agreement on any modification(s) to the Event operation, provided the Village shall have final authority to stop, suspend, or require modification of any aspect of the Event.
 2. If such direction is provided less than two prior to the Event opening to the public or is provided while the Event is open to the public, the Village's direction to stop or require modification of any aspect of the Event operation shall be immediately followed and Valslist shall not have an opportunity for any appeal.

20. Compliance with Laws. Operator shall comply with and cause all Vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations in the conduct of the Event.

21. WAIVER OF LIABILITY. OPERATOR AGREES THAT IT WILL NOT SEEK, AND DOES NOT HAVE THE RIGHT TO SEEK, RECOVERY OF A JUDGMENT FOR MONETARY DAMAGES AGAINST THE VILLAGE OR ANY VILLAGE ELECTED OR APPOINTED OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FURTHER AGREES TO ASSUME THE FULL RISK OF ANY INJURIES, INCLUDING DEATH, AND ALL COSTS, DAMAGES, AND LOSSES THAT OPERATOR OR ITS EMPLOYEES, AGENTS, CONTRACTORS, AGENTS, SERVANTS, EMPLOYEES, VENDORS, EVENT STAFF, OR THE PUBLIC MAY SUSTAIN RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FULLY UNDERSTANDS AND AGREES THAT THE VILLAGE DOES NOT ASSUME

THE CARE, CUSTODY, OR CONTROL OF ANY PERSONAL PROPERTY OR EQUIPMENT BROUGHT UPON THE LICENSED PREMISES OR STORED AT, IN OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING. OPERATOR ASSUMES THE RISK AND IS RESPONSIBLE FOR THE CARE, CUSTODY, AND CONTROL OF ANY AND ALL PROPERTY OR EQUIPMENT BROUGHT ONTO THE LICENSED PREMISES OR STORED AT, IN, OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING, INCLUDING PROPERTY STORED WITHIN A VEHICLE OWNED, LEASED, LICENSED OR CONTROLLED BY ANY EVENT STAFF, VENDOR, OR EVENT INVITEE. THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

22. Insurance. Operator agrees to obtain and maintain the insurance coverages listed in and in accordance with **Exhibit 2** attached hereto and incorporated herein. Valslist shall require all Vendors to provide and maintain at their own cost and expense insurance coverage in accordance with **Exhibit 3**, attached to and incorporated herein. Operator shall tender certificates of insurance to the Village evidencing the requested coverage and compliance with this Section on or before June 2, 2025. No changes to the insurance coverage regarding the type and amount of coverage, coverage period or covered parties shall be made after June 2, 2025, without the express, prior written permission of the Village. Failure to provide said proof of insurance as provided herein shall constitute a material breach of this Agreement and may result in the Village's immediate termination of the Event, this Agreement, or both.

23. Indemnification. Operator agrees to, and does hereby, defend (at the Village's option), hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) Operator's use of the Licensed Premises; (ii) the Event; or (iii) Operator's performance of, or failure to perform, its obligations under this Agreement (collectively, "**Indemnified Claims**"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Operator; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

24. Joint and Several Liability. Valslist and the Chamber shall be jointly and severally liable for all of the obligations and liabilities of Operator under this Agreement.

25. Survival. Sections 2.E.2, 11, 21, 23, 24, 25, and 26 of this Agreement shall survive termination of this Agreement.

26. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

27. No Waiver of Tort Immunity. Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the privileges, immunities, or defenses

available to the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

If to Valslist: Valslist LLC
Attn: Mark Haller
657 Hibbard Road
Winnetka, IL 60093
Email: Mark@valslist.com

If to the Chamber: Winnetka-Northfield-Glencoe Chamber of Commerce
Attn: Terry Dason
841 Spruce Street
Winnetka, IL 60093
Email: director@winnetkanorthfieldchamber.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

29. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

30. No Waiver. The waiver by the Village of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Village shall not be deemed to constitute a waiver of any prior occurring breach or default by Operator of any provision of this Agreement regardless of the knowledge of the Village of such breach or default at the time of its acceptance of such payment.

31. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged

communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing, signed by all Parties and dated on or subsequent to the date hereof.

32. No Assignment. This Agreement may not be assigned by any Party unless consented to in writing by all Parties.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois.

34. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

35. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

36. Headings. Headings and paragraph references contained in this Agreement are for convenience only and are not intended to and do not affect the interpretation of the subject matter contained within those sections.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VILLAGE OF WINNETKA

VALSLIST LLC

By: _____

By: _____

Title: _____

Title: _____

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE**

By: _____

Title: _____

EXHIBIT 1
MAP OF LICENSED PREMISES

**Draft Winnetka Music
Festival Layout**

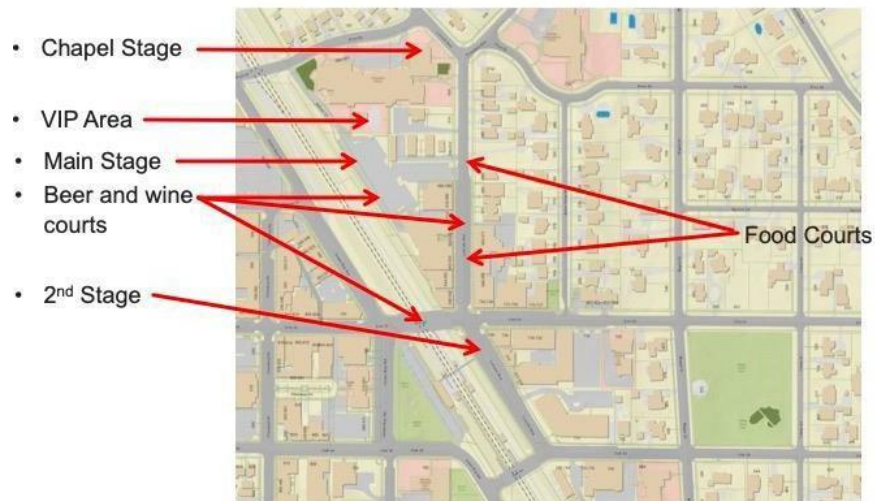


EXHIBIT 2

THE CHAMBER'S AND VALSLIST'S INSURANCE REQUIREMENTS

The Chamber and Valslist, or its designee, shall obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Chamber and Valslist shall name the Village as an additional insured on all policies of insurance, except workers' compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

The Chamber and Valslist, or its designee, shall each maintain commercial general liability (CGL) in the amount of \$2,000,000 per occurrence/ \$3,000,000 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Chamber's and Valslist's insurance and shall not contribute to it.

B. Business Auto Insurance

The Chamber and Valslist, to the extent either party or a volunteer of either party provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Liquor Liability (Dram Shop) Insurance

If Valslist sells liquor at the Event, it must maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds. This provision shall not apply in the event that all liquor sold at the Event is sold by a Vendor of Valslist.

D. Umbrella Policy

Valslist and the Chamber shall maintain 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.

E. Workers Compensation Insurance

The Chamber shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If the Chamber is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

F. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Chamber's or Valslist's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less

than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

If the Chamber's or Valslist's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Chamber and Valslist may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

EXHIBIT 3

VENDOR INSURANCE AND INDEMNITY REQUIREMENTS

Valslist shall cause all of the Vendors to obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Vendors shall name the Village as an additional insured on all policies of insurance, except workers' compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

Each Vendor shall each maintain commercial general liability (CGL) in the amount of \$1,000,000 per occurrence/aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Vendor's insurance and shall not contribute to it.

B. Business Auto Insurance

Each Vendor, to the extent a Vendor provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Umbrella Policy

Each Vendor shall maintain 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.

D. Workers Compensation Insurance

Each Vendor shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If a Vendor is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber and/or Valslist shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

E. Liquor Liability (Dram Shop) Insurance

Any Vendor that sells liquor at the Event must maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds.

F. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of a Vendor's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

If a Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, a Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



Agenda Item Executive Summary

TITLE: Resolution No. R-19-2025: Approving a Temporary Occupancy Agreement with North Shore Boards for Use of 754 Elm Street for a Retail Pop Up Store (Adoption)

PRESENTER: Liz Dechant

AGENDA DATE: February 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village of Winnetka has a lease with Union Pacific Rail Road to manage the Winnetka (Elm Street) Metra station at 754 Elm Street. The Village leased the 800 square foot space in the south end of the train station from 1965 – 2021 to Zengeler Cleaners for a satellite location for the cleaners. Zengeler Cleaners moved out of the space in February 2021 due to low sales from the COVID-19 pandemic. In 2022, the Village signed a License Agreement with the Winnetka-Northfield-Glencoe Chamber of Commerce to use this space for storage for the Winnetka Farmers' Market between May – October.

EXECUTIVE SUMMARY:

Commuters are returning to use the Elm Street station after the COVID-19 pandemic, and the Village wants to continue activating the vendor spaces in the station. Winnetka resident Tim Ring is interested in opening a pop-up for his retail store, North Shore Boards. In 2024, Mr. Ring was a weekly vendor at the Winnetka Farmers' Market and grew a local following. He is interested in expanding his business and opening a temporary retail pop-up to test the market for a brick-and-mortar space. After exploring many options for pop-ups in the commercial districts, he was unable to find a space that suited his needs and contacted Economic Development Coordinator Liz Dechant, who suggested opening a pop-up in the Village-leased space in the time period before the beginning of the Winnetka Farmers' Market.

Mr. Ring proposes to operate the pop-up six days a week in the front 200 square foot space of the 800 square foot former Zengeler Cleaners space. He plans to sell skateboards, snowboards, and Winnetka-themed accessories including hats and stickers. The timing of the pop-up will coincide with Hofherr Meat Co. opening their new shop in the space next door in the lobby in March. He anticipates more foot traffic during the weekends and would benefit from the availability of parking in the adjacent commuter lot on Saturday and Sunday.

The temporary occupancy agreement for North Shore Boards proposes an 86-day term from February 18 – May 15, 2025. The commercial space used is 200 square feet, and the proposed rent is \$300 per month with a security deposit of \$300.

RECOMMENDATION:

Consider approval of Resolution No. R-19-2025: Approving a Temporary Occupancy Agreement with North Shore Boards for Use of 754 Elm Street for a Retail Pop Up Store.

ATTACHMENTS:

1. Resolution No. R-19-2025: Approving a Temporary Occupancy Agreement with North Shore Boards for Use of 754 Elm Street for a Retail Pop Up Store

RESOLUTION NO. R-19-2025

**A RESOLUTION APPROVING A TEMPORARY OCCUPANCY AGREEMENT
WITH NORTH SHORE BOARDS FOR USE OF
754 ELM STREET FOR A RETAIL POP-UP STORE**

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

WHEREAS, the Union Pacific Railroad Company, a Delaware corporation (“*UPRR*”), is the owner of the property commonly known as the Elm Street Train Station; and

WHEREAS, the Village is the tenant of the Elm Street Train Station pursuant to a lease agreement with the UPRR; and

WHEREAS, the North Shore Boards (“*Occupant*”) desires to temporarily use the portion of the Elm Street Train Station known as 754 Elm Street (“*Premises*”) for a pop-up retail store for 86 days (“*Use*”); and

WHEREAS, the Village desires to allow the Occupant to occupy the Premises for the Use pursuant to a temporary occupancy agreement (“*Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Agreement with Occupant;

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this February 18, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

TEMPORARY OCCUPANCY AGREEMENT

THIS TEMPORARY OCCUPANCY AGREEMENT ("Agreement") is made effective this 18 day of February, 2025 ("Effective Date"), by and between Village of Winnetka, an Illinois home rule municipal Corporation ("Landlord") and North Shore Boards ("Tenant") (individually a "Party" and collectively, the "Parties").

RECITALS

A. Union Pacific Railroad Company is the owner ("Owner"), and Landlord is the operator of the building having an address of 754 Elm Street, Winnetka, Illinois 60093, located inside the Winnetka Metra train station ("Premises");

B. The Parties desire to enter into this Agreement because Tenant desires to operate a temporary pop-up retail store at the Premises;

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord hereby agrees to permit Tenant to occupy the Premises upon the following terms and conditions:

1. Term, Expiration Date and Use.

(a) Term. Tenant may use and occupy the Premises for a term ("Term") beginning on the Effective Date and expiring no more than 90 days on May 15, 2025 ("Expiration Date").

(b) Termination. Either Party may terminate this Agreement at any time by providing the other Party no less than ninety days prior written notice except as otherwise provided herein.

(c) Use of the Premises. Tenant may occupy the Premises for the following purpose only: maintenance and operation of a pop-up retail store (collectively, the "Permitted Use") and for no other purpose whatsoever. Tenant will only operate its business under the trade name "North Shore Boards" or any other trade name approved by Landlord. Tenant will not knowingly do or permit anything to be done in the Premises, or bring or keep anything therein which will, in any way, increase the rate of fire or other insurance maintained on the Premises by Landlord, or invalidate or conflict with the fire insurance policies on the Premises. Tenant agrees to obtain Landlord's permission prior to performing any painting, construction, remodeling, removal of any temporary or permanent fixtures, alterations, additions or other work at the Premises ("Work"). All Work must be completed in a good and workmanlike manner, at the sole cost and expense of Tenant, in accordance with all applicable laws and codes and with contractors approved by Landlord. Tenant will, at Tenant's sole cost and expense, obtain all building, zoning and occupancy approvals necessary for the Permitted Use and any Work performed at the Premises.

2. **Vacating the Premises and Holdover.**

(a) Vacating the Premises. On or before the Expiration Date or earlier termination of this Agreement, Tenant must vacate and surrender the Premises to Landlord, leaving it in broom clean and good condition, including, but not limited, (i) removing all of Tenant's personal property, trade fixtures and equipment, and, if requested by Landlord prior to the Expiration Date, any Work completed by Tenant in the Premises, (ii) repairing any damage caused by such removal, and (iii) surrendering all keys to Landlord. In the event that Tenant fails to comply with the removal and restoration obligations set forth herein, Landlord will have the right, but not the obligation, to complete such removal and restoration on Tenant's behalf and Tenant will reimburse Landlord for any costs incurred by Landlord upon demand. Any personal property, trade fixtures or equipment of Tenant existing in the Premises after the Expiration Date or termination date of this Agreement will be deemed abandoned by Tenant and will, at Landlord's option, become the property of Landlord.

(b) Holdover. Tenant acknowledges and agrees that under no circumstances may it holdover or continue to occupy the Premises after the Expiration Date without the express written consent of Landlord. If Tenant, without Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy will be, at Landlord's option, a month-to-month occupancy upon all the provisions of this Agreement pertaining to the obligations of Tenant, except that the monthly Rent (defined below) for such holdover will be at 300% of Rent for the last month of the Term and Tenant will also be responsible for all of Landlord's direct and consequential damages. Time is of the essence.

3. **Acceptance of Premises, Maintenance and Repair and Mechanic's Liens.** Tenant is in possession of the Premises and accepts the Premises in its "AS IS WITH ALL FAULTS" condition without any representations or warranties of any kind, except as otherwise expressly provided in this Agreement. No agreement to alter, remodel, decorate, repair or improve the Premises, or the building (or to provide Tenant with any credit or allowance for the same), and no representations regarding the condition of the Premises, or the building, have been made by or on behalf of Landlord or relied upon by Tenant, except as otherwise expressly provided in this Agreement. Tenant acknowledges and agrees that Landlord has made no representations or warranties as to the suitability of the Premises for the conduct of the Tenant's business or the Permitted Use. Tenant agrees to maintain all portions of the Premises, in good condition and repair, in accordance with all applicable laws and codes, whether the maintenance is interior or exterior, structural or nonstructural, capital or non-capital, including, but not limited to all work necessary to maintain all mechanical and utility systems in good condition and repair in accordance with good engineering practice. Landlord will have no responsibility for any portion of the maintenance of the Premises. Tenant agrees to arrange and pay for its own janitorial services in the Premises and for trash removal service from the Premises. Tenant will not permit any mechanic's liens to be filed against the Premises as a result of any work, labor, services or material supplied or claimed to have been supplied to Tenant. Furthermore, Tenant agrees to protect,

defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs, through all appeals) arising out of same or in connection therewith. If any lien is filed against the Premises in violation of this Section, Landlord will have the right, but not the obligation, to cause such lien to be removed and Tenant will be obligated to reimburse Landlord for all costs incurred by Landlord in connection with such removal, including, but not limited to, reasonable attorneys' fees.

4. **Rent, Late Charges and Interest.** As monthly rent for the Premises, Tenant agrees to pay to Landlord throughout the Term, without demand, rights of offset or counterclaim, an amount equal to \$300.00 per month ("Rent"), due on or before the first day of each month. If the Effective Date or the Expiration Date fall on a date other than the first or last day of a month, respectively, the Rent will be prorated. The Rent due for the first month of Term will be due on the Effective Date.

If Tenant fails to pay, when due and payable, the Rent payable hereunder or any fees or other amounts or charges of any kind or character pursuant to this Agreement, such unpaid amounts will be subject to a late charge of five percent (5%) of the total amount due; in addition, such unpaid amounts will bear interest at the rate of fifteen percent (15%) per annum from the date due to the date of payment, provided that in no event will such interest exceed the maximum allowed by law. All fees and other amounts and charges due under this Agreement will be made payable to Landlord and sent to Landlord at the following address:

510 Green Bay Rd.
Attention: Village Manager
Winnetka, Illinois 60093

Such fees and amounts will be deemed paid when received by Landlord.

5. **Security Deposit.** As security for the performance of its obligations under this Agreement, Tenant agrees to pay Landlord a security deposit in the amount of \$300.00 ("Security Deposit"). The Parties agree that Landlord will hold the Security Deposit as security for the performance of Tenant's obligations under this Agreement. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Agreement. Landlord will not pay any interest on the Security Deposit, except as may be required by law. Within 45 days after the Expiration Date, whether by expiration or earlier termination, Landlord will return to Tenant the balance, if any, of the Security Deposit. The Security Deposit will not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Agreement, nor will it be a bar or defense to any action which Landlord may at any time commence against Tenant.

6. **Utilities and Taxes.**

(a) **Utilities.** Landlord has the right to seek reimbursement from Tenant, and Tenant agrees to reimburse the Landlord if invoiced for, all electrical, gas, and other utility usage in the Premises. If Tenant fails to timely make any payments to the Landlord, Tenant will owe the Landlord a late fee and interest as set forth in Section 4 above.

(b) **Taxes.** Owner and Landlord will pay for all ad valorem real estate taxes and special assessments levied against the Building. Tenant will pay for all personal property taxes, income taxes and other taxes levied against Tenant's business and Tenant's personal property, equipment and trade fixtures.

7. **Hazardous Materials.** Tenant will not generate, use, store or dispose of any Hazardous Materials (as hereinafter defined) in or about the Premises. Hazardous Materials means: (a) "hazardous wastes," as defined by the Resource conservation and Recovery Act of 1976, as amended from time to time; (b) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time; (c) "toxic substances," as defined by the Toxic Substances Control Act, as amended from time to time; (d) "hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time; (e) oil or other petroleum products; and (f) any substance whose presence could be detrimental to the Premises or hazardous to health or the environment. Tenant agrees to indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the Term and arising from Tenant's breach of this paragraph. The indemnification obligation of Tenant pursuant to this paragraph will survive termination or expiration of this Agreement.

8. **Waiver of Claims.** Tenant agrees that all personal property placed in the Premises by Tenant will be and remain at Tenant's sole risk and neither Landlord nor its employees or agents will be liable for any damage to or loss of such personal property, regardless of cause except for the gross negligence or willful misconduct of the Landlord. Landlord and Landlord's agents and employees will not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident, occurrence or condition in or upon the Premises, or any other part of the Premises, including but not limited to claims for damage resulting from: (a) any

equipment or appurtenances becoming out of repair; (b) any defect in, or failure of plumbing, heating, ventilating or air conditioning equipment, including but not limited to disruption of same caused by strikes, accidents, federal, state or local regulations, unavailability at reasonable cost of electricity, coal, fuel, oil or other suitable fuel or energy source; (c) electric wiring or the installation thereof, gas, water and steam pipes, stairs, porches, railing or walks; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any tank, tub washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises, or any other part of the Premises; (g) the escape of steam or hot water; (h) water, snow, or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, show windows, walks or any other place upon or near the Premises, or any other part of the Premises, or otherwise; (i) the falling of any fixture, plaster, tile or stucco; and (j) any act, omission or negligence of other tenants, Tenant or of any other persons or occupants of any premises in the Premises, or of adjoining or contiguous Premises, or of owners of adjacent or contiguous property.

9. **Tenant's Insurance.**

(a) Liability Insurance. Tenant must obtain and keep in force a Commercial General Liability Policy of Insurance protecting Tenant, Landlord, and Owner as named insureds against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance must be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence and in the aggregate. The policy must also insure performance by Tenant of the indemnity provisions of this section. All insurance carried by Tenant must be primary to and not contributory with any similar insurance carried by Landlord, whose insurance will be considered excess insurance only.

(b) Other Insurance. Tenant also agrees to carry: (i) Plate glass insurance in an amount equal to the replacement cost of all plate glass located in or on the Premises;

(ii) Worker's compensation and employer's liability insurance in an amount not less than the maximum statutory limits of recovery; and

(iii) Business interruption insurance in accordance with limits customarily required by prudent owners of first-class centers in the Chicago metropolitan area.

(c) Personal Property Insurance. Tenant must obtain and keep in force a policy or policies of insurance or provide self-insurance covering loss or damage to the personal property, trade fixtures, furniture, equipment and other personal property located on the Premises in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils with an agreed value endorsement, if commercially available.

(d) **Insurance Policies.** Insurance required herein must be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide". Tenant will not do or permit to be done anything which invalidates the required insurance policies. Prior to the Effective Date, Tenant will deliver Landlord certificates evidencing the existence and amounts of the required insurance. At least 30 days prior to the expiration of such policies, Tenant will deliver to Landlord evidence of renewals or "insurance binders" evidencing renewal thereof. Landlord must be named as an insured and loss payee under such policies to the extent of its interest.

(e) **Blanket Insurance.** Tenant will have the right to provide any insurance required under this section under blanket or umbrella policies of insurance providing for separable coverage for the Premises of not less than the amount set forth herein.

(f) **Waiver of Subrogation.** Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage arising out of or incident to the perils required to be insured against under Paragraph 9, which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or to any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

10. **Indemnification.** Tenant hereby agrees to indemnify and hold the Landlord harmless from and against any cost, damage, claim, liability or expense (including attorney's fees) incurred by or claimed against the Landlord, directly or indirectly, as a result of or in any way arising from: (a) any failure of Tenant to perform any of Tenant's obligation under this Agreement; (b) any act or omission of Tenant; (c) the use and occupancy of the Premises by Tenant or Tenant's employees, agents, contractors invitees, licenses, customers, clients, or guests, or in any other manner which relates to the business of Tenant; or (d) any accident, injury or damage whatsoever caused to any person, or the property of any person, occurring in or about the Premises unless the same was caused by the Landlord's gross negligence or willful misconduct. Tenant's liability to the Landlord under this Agreement extends to the acts and omissions of Tenant and any employee, agent, contractor, invitee, customer, client, family member or guest of Tenant; and any cost, damage, claim, liability or expense incurred by the Landlord due to Tenant's liability will be reimbursed to the Landlord. The indemnification pursuant to this section will survive termination or expiration of this Agreement.

11. **Casualty.** If the Premises becomes untenable by reason of fire or other casualty, then this Agreement will terminate, and Landlord will have no further liability or obligation to Tenant hereunder. In no event will Landlord be responsible for, or will any payment due hereunder be reduced by reason of, any failure or interruption in utility services, strike, lock-out or other labor troubles, government restrictions or limitations, riot, war, insurrection or other national or local emergency, accident, flood, fire or other casualty, adverse weather condition, other act of God, or

other causes similar or dissimilar to any of the foregoing, or for any damage directly or indirectly caused thereby.

12. **Door Locks and Access by Landlord.** Tenant will not place additional locks upon the doors of the Premises or permit any duplicate keys to be made of the existing locks in the Premises without prior written approval of the Landlord. Upon prior notice to Tenant, Landlord and persons designated by Landlord will have the right to enter the Premises at reasonable hours for the purpose of examining the same, except in the case of an emergency when Landlord will have the right to enter the Premises at any time.

13. **Compliance with Law.** Tenant must comply with all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities now or later in force pertaining to the use and occupancy of the Premises.

14. **Assignment and Subletting.**

(a) Tenant is not permitted to assign this Agreement or sublet the Premises without the written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. If an assignment or sublet is allowed: (i) the assignee or subtenant must agree in writing to be bound by the terms of this Agreement; (ii) Tenant will continue to remain liable under the Agreement; (iii) Tenant, assignee or subtenant, as the case may be, will obtain all applicable governmental approvals, permits and licenses necessary in conjunction with any work performed and the use of the Premises; and (iv) Tenant will give written notice to Landlord of the assignment or sublet and deliver to Landlord with a copy of the written agreement providing for same.

(b) Landlord will be permitted to assign this Agreement in conjunction with a sale of the Building and will be released from all obligations under this Agreement (except for those expressly stated as surviving) accruing from and after the consummation of the sale.

15. **Default.**

(a) **By Tenant.** It will be an "Event of Default" if Tenant fails to: (i) pay any fee or other amount or charge that it is obligated to pay by any provision of this Agreement, when and as due and payable hereunder and such failure continues for 5 days after receipt of written notice; (ii) timely vacate the Premises on or before the Expiration Date or earlier termination of this Agreement; or (iii) perform any obligation of Tenant hereunder, and such failure continues for 30 days after Landlord delivers written notice thereof to Tenant.

On the occurrence of any Event of Default, Landlord may take any or all of the following actions:

(i) Exercise any and all legal or equitable rights and remedies to enforce the terms of this Agreement and to timely remove Tenant from the Premises which it may have by law or otherwise, including but not limited to reentry or taking possession of the Premises, and any personal property therein;

(ii) Hold Tenant responsible for all liabilities, causes of action, damages, losses, costs or expenses (including attorneys' fees) arising from or connected to such Event of Default, including but not limited to: (1) damages resulting from construction delays or Landlord's failure or inability to construct, timely construct, deliver or timely deliver the Premises or any other space in the Premises to any occupant or Tenant; (2) any attorneys' fees incurred in recovering possession of the Premises and otherwise enforcing the terms of this Agreement; and (3) the loss of any proposed subsequent occupant or Tenant for all or any portion of the Premises; and

(iii) Terminate this Agreement. All rights and remedies of Landlord may be cumulative and none will exclude any other right or remedy allowed by law or in equity. Landlord's exercise of any such right or remedy will not prevent the concurrent or subsequent exercise of any other right or remedy. Any waiver of a default hereunder will not be deemed a waiver of any terms and conditions of this Agreement or of any subsequent default. No delay or omission of Landlord to exercise any right or power arising from an Event of Default will impair any such right or power, or be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Landlord of any fee with knowledge of the breach of any covenant of this Agreement will not be deemed a waiver of such breach, and no provision of this Agreement will be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No payment by Tenant or receipt by Tenant of a lesser amount than any fees or other charges herein stipulated will be deemed to be a payment in full of the stipulated fees or charges nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such fees or charges or pursue any other remedy provided in this Agreement or at law. Landlord will have the right to apply Tenant's payments to any balance Tenant has outstanding. No receipt of money by Landlord from Tenant after the termination or expiration of this Agreement or of Tenant's right of possession of the Premises, will reinstate, continue or extend the Term.

(b) **By Landlord.** It will be an "Event of Default" if Landlord fails to: (i) pay any fee or other amount or charge that it is obligated to pay by any provision of this Agreement, when and as due and payable hereunder and such failure continues for 5 days after receipt of written notice; or (ii) abide by any other covenant contained in this Agreement and such failure continues for 30 days after notice, or such longer period as is reasonably needed as long as Landlord commences to cure within the initial 30 day period and diligently pursues the cure to completion.

On the occurrence of any Event of Default, Tenant may take any or all of the following actions:

(i) Exercise any and all legal or equitable rights and remedies to enforce the terms of this Agreement;

(ii) Cure the Event of Default on behalf of Landlord and obtain reimbursement from Landlord for any reasonable costs expended by Tenant to cure the default. Landlord agrees to reimburse such costs within 30 days after notice from Landlord of the sums expended; and

(iii) Terminate this Agreement. All rights and remedies of Tenant may be cumulative and none will exclude any other right or remedy allowed by law or in equity. Tenant's exercise of any such right or remedy will not prevent the concurrent or subsequent exercise of any other right or remedy. Any waiver of a default hereunder will not be deemed a waiver of any terms and conditions of this Agreement or of any subsequent default. No delay or omission of Tenant to exercise any right or power arising from an Event of Default will impair any such right or power, or be construed to be a waiver of any such default or acquiescence thereto. In particular, the receipt by Tenant of any fee with knowledge of the breach of any covenant of this Agreement will not be deemed a waiver of such breach, and no provision of this Agreement will be deemed to have been waived by Tenant unless such waiver is in writing and signed by Tenant. No payment by Landlord or receipt by Landlord of a lesser amount than any fees or other charges herein stipulated will be deemed to be a payment in full of the stipulated fees or charges nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Tenant may accept such check or payment without prejudice to Tenant's right to recover the balance of such fees or charges or pursue any other remedy provided in this Agreement or at law.

Any reasonable costs and expenses incurred by Landlord or Tenant (including, without limitation, attorneys' fees and court costs) in successfully enforcing any of its rights or remedies under this Agreement must be paid upon demand.

16. **Miscellaneous.**

(a) **Notices.** Any notices or other communications required or permitted hereunder will be sufficiently given if in writing and: (i) delivered personally; or (ii) sent by certified mail, return receipt requested, postage prepaid; or (iii) delivered to a reputable overnight delivery express service, addressed as shown below or to such other address as the Party concerned may substitute by written notice to the other. All notices personally delivered will be deemed received on the date of delivery. All notices forwarded by mail will be deemed received on a date seven days (excluding Sundays and legal holidays when the U.S. mail is not delivered) immediately following date of deposit in the U.S. mail. Provided, however, the return receipt indicating the date upon which all notices were received will be prima facie evidence that such notices were received on the date on the return receipt. All notices forwarded by overnight courier will be deemed received on the date received or refused as shown on the overnight delivery receipt of the courier.

If to Tenant:

North Shore Boards

_____, _____
Attention: _____

If to Landlord:

Copy to:

Village of Winnetka
510 Green Bay Rd.
Winnetka, Illinois 60093
Attention: Robert Bahan
Village Manager

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Benjamin Schuster

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given will be deemed to continue in effect for all purposes. No notice to either Tenant or Landlord will be deemed given or received unless the entity noted "With a copy to" is simultaneously delivered notice in the same manner as any notice given to either Tenant or Landlord.

(b) **Severability**. The provisions of this Agreement are severable and the holding of any provision, paragraph, sentence or other part thereof to be illegal, invalid or inapplicable to any person or circumstance will not affect or impair any of the remaining provisions or their application to Tenant or other persons or circumstances.

(c) **Waiver of Jury Trial**. TENANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE, OR TENANT'S FAILURE TO VACATE THE PREMISES ON OR BEFORE THE EXPIRATION DATE.

(d) **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same will not apply the presumption that the terms hereof be more strictly construed against a Party by reason of the rule or conclusion that a document should be construed more strictly against the Party who itself or through its agent prepared the same. It is agreed and stipulated that all Parties hereto have equally participated in the preparation of this

Agreement and that legal counsel was consulted by each Party before the execution of this Agreement.

(e) **Entire Agreement/ Modification of Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the Parties with respect to the leasing of the Premises to Tenant. No other agreement, statement, or promise not contained in this Agreement will be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be bound.

(f) **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Landlord and Tenant.

(g) **Construction.** Headings at the beginning of each section are solely for the convenience of the Parties and are not a part of and may not be used to interpret this Agreement. The singular form includes plural, and vice versa. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

(h) **Further Assurances.** Whenever requested to do so by the other Party, each Party will execute, acknowledge, and deliver any further estoppels, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments and documents as may be necessary, expedient, or proper to complete any transfers, sales, and agreements contemplated by this Agreement. Each Party also agrees to do any other acts and to execute, acknowledge, and deliver any documents requested to carry out the intent and purpose of this Agreement.

(i) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together constitute one and the same instrument.

(j) **Binding.** This Agreement will not be binding upon Landlord until fully executed by Tenant, accepted and executed by Landlord and a fully executed copy delivered to Tenant.

(k) **Unavoidable Delays.** The provisions of this section are applicable if there occurs during the Term any: (i) strikes, lockouts, or labor disputes; (ii) inability to obtain labor or materials, or reasonable substitutes therefor; (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty; or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the Party obligated to perform. If either Party, as the result of any of the above-described events, fails punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within 10 days of such event, such failure will be excused by the Party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent the delay is

occasioned by such event. If any right or option of either Party to take any action under or with respect to the Term is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date will be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this section will not be applicable to either Party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

(l) **Time.** Time is of the essence in the performance of this Agreement.

(m) **Patriot Act.** Landlord and Tenant represent and warrant that they are 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 that they are 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. Each Party hereby agrees to defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

(n) **Signage.** Tenant may not install, affix or cause to be installed or affixed, any signage on or about the Premises or the Building without Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. If Landlord allows Tenant to install any signage on the Premises or the Building, Tenant may, at Tenant's cost and expense: (i) affix, maintain and repair the signage in good condition and in compliance with all applicable laws, codes and ordinances affecting the Premises; (ii) procure all necessary approvals and permits for such signage as required by any governmental or quasi-governmental entity having jurisdiction over the Premises; and (iii) prior to the Expiration Date or earlier termination of this Agreement, remove such signage and restore the area affected by such removal to the condition as it existed prior to the installation of the signage.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement under seal the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

By: _____
Rob Bahan, Village Manager

TENANT:

NORTH SHORE BOARDS

By: _____
Signature

Title

By: _____
Signature

Name & Title of Signatory

2 STREET LEVEL DEPOT - FLOOR PLAN

