



Village of Winnetka

Village Council Regular Meeting

March 18, 2025 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. Thursday, April 3, 2025 Regular Meeting
 - b. April 8, 2025 Study Session
 - c. April 15, 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. February 18, 2025 Regular Meeting
 - b. Approval of Warrant List Dated February 28, 2025 - March 13, 2025
 - c. Resolution No. R-29-2025: Approving a Contract with Ceper Heating and Cooling Inc. for HVAC Modernization Project Phase 2 (Adoption)
 - d. Resolution No. R-30-2025: Approving a Contract with Western Waterproofing Company, Inc. D/B/A Western Specialty Contractors for Hubbard Woods Parking Structure Repairs (Adoption)
 - e. Resolution No. R-31-2025: Approving and Establishing the Compensation of Department Heads Effective January 1, 2025 (Adoption)
 - f. Resolution No. R-32-2025: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)
 - g. Resolution No. R-33-2025: Awarding a Contract to Siebert and Son's Enterprise LLC, D/B/A Siebert Trees for Utility Line Clearance (Adoption)
8. **Ordinances and Resolutions**
 - a. Resolution No. R-34-2025: Waiving Bidding and Approving an Agreement with P4 Security Services LLC for On-Site Security Guarding Services (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.

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 18, 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 18, 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, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Economic Development Director Liz Dechant, Police Chief Brian O'Connell and approximately 6 persons in the audience.

President Rintz confirms that Trustee Apatoff has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Apatoff may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Apatoff participated remotely fully in the meeting.

- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.

- 3) Quorum.

- a) March 4, 2025 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dalman due to work obligations. Trustees Apatoff and Dearborn confirmed that they will participate remotely.
- b) March 11, 2025 Study Session All of the Council members present said they expect to attend.
- c) March 18, 2025 Regular Meeting All of the Council members present said they expect to attend.

- 4) Public Comment:

- a) Ted Wynnychenko addresses concerns related to stormwater matters and urges Council to utilize consultants.

- 5) Reports:

- a) Trustees.

- i. Trustee Dearborn commends snow plowing services along the Green Bay Trail and commends the Hubbard Woods parking garage lighting.

- b) Attorney. No report.

- c) Manager. No report.

- d) Village President.

- i. President Rintz attended a meeting with Congressman Brad Schnieder on concerns regarding DOGE impacts and FEMA.

6) Establishment of the Consent Agenda.

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 21, 2025 Regular Meeting
- ii. February 4, 2025 Regular Meeting

b) Approval of Warrant List Dated January 31, 2025 – February 13, 2025, in the amount of \$331,157.01.

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)

Trustee Dearborn seconded by Trustee Albinson, 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, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

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)

Scott Myers addresses Council regarding the Winnetka Music Festival scope and use of Village land. As the Music Fest remains a major event for the Village, Scott Myers confirms that the Music Fest staff has been working with developers to manage and plan ahead regarding the One Winnetka development.

Trustee Dearborn, seconded by Trustee Dalman, moved to adopt Resolution No. R-18-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, and Orsic. Nays: None. Absent: None. Abstain: Trustee Handler.

b) Resolution No. R-19-2025: Approving Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

The Village currently has a lease with Union Pacific Rail Road to manage the Winnetka Metra Station located at 754 Elm Street. The 800 square foot space was occupied by Zengeler Cleaners until February of 2021. The space is now utilized as storage for the Winnetka Farmers' Market by the Winnetka-Northfield-Glencoe Chamber of Commerce between May through October.

Economic Development Director Liz Dechant states that Winnetka resident, Tim Ring, expressed interest in opening a temporary pop-up for his retail store, North Shore Boards. The pop-up is proposed to operate six days a week in the 200 square foot space of the 800 square foot former Zengeler Cleaners space and would sell skateboards, snowboards, and Winnetka themed accessories.

Additionally, the pop-up would coincide with Hofherr Meat Co. opening their new shop in the space next door in March.

Council is advised that the Village is proposing a temporary occupancy agreement for North shore Boards is proposed from February 18, 2025, to May 15, 2025, at a rate of \$300 per month, and would end on the day the Chamber's proposed license agreement for the space begins.

Liz Dechant provides information regarding commuter parking, commuter pick up and drop off, traffic regarding Hofherr Meat Co., and anticipated foot traffic.

Tim Ring addresses Council regarding proposed business operations plan, importance of merchandise sales relevant to the community, and signage.

Council commends the idea of the proposed pop-up shop and urges the usage of signage for visibility.

Trustee Handler, seconded by Trustee Dalman, moved to adopt Resolution No. R-19-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None. Abstain: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session for the Purpose of Discussing Collective Bargaining, Security Procedures, and Municipal Utility Contracts Pursuant to 2(c)(2), 2(c)(8), and 2(c)(23) of the Open Meetings Act.

Trustee Handler, seconded by Trustee Dalman, moved to adjourn to Closed Session for the purpose of discussing collective bargaining, security procedures, and municipal utility contracts pursuant to 2(c)(2), 2(c)(8), and 2(c)(23) 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, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

The Council adjourned into Closed Session at 7:33 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 February 28, 2025 - March 13, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated February 28, 2025 - March 13, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated February 28, 2025 - March 13, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-29-2025: Approving a Contract with Ceper Heating and Cooling Inc. for HVAC Modernization Project Phase 2 (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2025 Budget, \$90,000 was budgeted for the second phase of the Village Yards HVAC Rooftop Unit and Unit Heater Replacements.

EXECUTIVE SUMMARY:

As part of its ongoing responsibilities, the Public Works Department maintains the Village Yards facility (1390 Willow Road). While some work is completed by staff, most capital improvements are outsourced to contractors due to the scope and complexity of the work.

The Yards facility uses various HVAC systems throughout the facility for different purposes. Office areas are typically serviced by rooftop units ("RTUs") which can provide heating and cooling while garage areas are only heated with overhead units ("heaters"). Finally, a series of fans provide exhaust ventilation for the facility. Most of the units currently installed at the Yards are original to the 2003 remodel and are rapidly approaching their end of their useful life with a few older units that have far exceeded their useful life. Emergency repairs have become more common in the last few years as the units continue age and fail. Currently, one RTU at the Yards is out of service due to the failure of a motor which requires difficult-to-obtain parts.

In summer 2023, staff requested a quote from the Village's HVAC maintenance contractor to complete replacements of the existing units with equivalent modern units so that the existing duct systems can continue to be used. This quote was used then to establish a budget and scope of work. A plan was established to complete replacements in phases which would allow for the costs to be spread over multiple fiscal years as well as ensure that all the units would not become due for replacement at the same time in the future. The worst performing units were selected for replacement in Phase 1 with the other units scheduled for Phases 2 and 3. Phase 2 includes three smaller RTUs (including the failed unit) that serve the general office area at the Yards as well as most of the heaters and larger fans in the Water & Electric warehouse.

On Monday, February 3rd, a bid notice (RFB #025-007) was advertised in the Winnetka Talk and DemandStar. This bid notice included a base scope of work to replace three RTUs as well as 8 heaters and 2 fans at various locations throughout the Yards facility. An optional scope was also included for two larger ventilation fan replacements in the Water & Electric Warehouse.

A mandatory pre-bid walkthrough was held on Friday, February 14th with 11 attendees. Based on questions received during and after the walk-through, two addendums were issued mostly to correct typographical errors in serial numbers and clarify contractor questions regarding specifications and the Village's intent.

On Tuesday, February 25th, the Village received six bids. A summary of bids can be found below:

<u>Company</u>	<u>Base Scope</u>	<u>Optional Scope</u>
Ceper Heating & Cooling	\$78,730	\$83,930
Muzik Mechanical	\$85,710	\$92,760
Ogni, Inc.	\$87,925	\$97,307
MG Mechanical	\$125,800	\$139,285
Core Mechanical	\$131,295	\$140,060
AirCon Refrigeration & Heating	\$129,819	\$141,638

All bidders were required to provide a bid bond (or check) and the successful bidder will be required to provide a performance bond. Ceper Heating and Cooling, Inc. of Bridgeview, Illinois ("Ceper") submitted the lowest, most responsive bid for each scope. Ceper was also the low-bidder for the first phase of the modernization, and staff found their work to be acceptable.

Staff recommends award of the optional scope of work based on the proposals received. This will include replacement of the two larger fan units in the warehouse.

The Fiscal Year 2024 Budget contains \$90,000 in Facilities Fund Account No. 410.15.01-615 (Buildings and Structures) for this project. With the award of the optional scope, this project will be \$6,070 under budget.

RECOMMENDATION:

Staff recommends awarding an agreement for the Yards Rooftop Unit/Heater Replacement Project to Ceper Heating and Cooling, Inc. of Bridgeview, Illinois.

ATTACHMENTS:

1. Resolution No. R-29-2025: Approving a Contract with Ceper Heating and Cooling Inc. for HVAC Modernization Project Phase 2

RESOLUTION NO. R-29-2025

**A RESOLUTION APPROVING A CONTRACT WITH
CEPER HEATING AND COOLING INC. FOR
HVAC MODERNIZATION PROJECT PHASE 2**

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

WHEREAS, on February 3, 2025, the Village issued Bid #025-007 ("***Request for Bids***") for the HVAC Modernization Project Phase 2, which includes replacing multiple rooftop A/C units unit heaters, and exhaust fans at the Public Works facility located at 1390 Willow Road, Winnetka, Illinois ("***Work***"); and

WHEREAS, the Village received bids ("***Bids***") to provide the Work and opened the Bids on February 25, 2025; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the procurement of the Work from Contractor in an amount not to exceed \$83,930.00 ("***Contract***"); and

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

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

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

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

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.

March 18, 2025

R-29-2025

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 March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

March 18, 2025

R-29-2025



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: dduckworth@winnetka.org

REQUEST FOR BIDS:	#025-007	BID ISSUE DATE: 02/03/2025
BID DESCRIPTION:	HVAC MODERNIZATION PROJECT PHASE 2	
BID OPENING DATE:	02/25/25	BID OPENING TIME: 11:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Dell Duckworth	PHONE:	(847)716-3560
EMAIL:	dduckworth@winnetka.org		

FULL NAME OF BIDDER	CEPER HEATING AND COOLING Inc
BID CONTACT PERSON	MAREK SZCZEPANIK
TELEPHONE NUMBER	708 275 5693

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

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #025-007

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **HVAC Modernization Project Phase 2**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Tuesday, February 25, 2025**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

Mandatory Walkthrough on February 14, 2025, at 10:00 AM at the Public Works Yards, 1390 Willow Rd, Winnetka, Illinois 60093.

Inspection and Examination

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

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Dell Duckworth, Assistant Finance Director** via email only at dduckworth@winnetka.org no later than **February 21, 2025**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

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

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: **February 03, 2025**

Village of Winnetka

By: **Dell Duckworth**
Title: **Assistant Finance Director**

VILLAGE OF WINNETKA

RFB #025-007

CONTRACT FOR

HVAC Modernization Project Phase 2

Full Name of Bidder Ceper Heating and Cooling Inc ("Bidder")
Principal Office Address 9012 S OKETO AVE BRIDGEVIEW IL 60455
Local Office Address _____
Contact Person Marek Szczepanik Telephone Number 708 275 5693

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Elevator Modernization Project.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract; and

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

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A).** No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

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

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

Invoice to Village upon Work completion. Payment upon acceptance by Village.

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***September 30, 2025.***

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment

Exclusion deleted)

- Broad Form Property Damage

Endorsement

- "X," "C," and "U"

- Contractual Liability

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **five** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color,

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. All work activities shall comply with the Prevailing Wage Act.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, or any other act or omission by Bidder, shall constitute a waiver of any rights or remedies reserved to Owner in this Contract.

of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: 20 Feb, 2025

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

Bidder's Name:

Ceper Heating and Cooling Inc

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Marcel Suckepanik

Title/Position: Owner

Bidder's Business Address:

9012 S ORLETO AVE BRIDGEVIEW IL 60455

Bidder's Business Telephone: 708 275 5693

Facsimile:

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. Introduction:

The Village of Winnetka is accepting sealed bids from properly qualified firms to replace multiple rooftop A/C units, unit heaters and exhaust fans at the Public Works facility located at 1390 Willow Road. The current units have been in place since roughly 2000. These are all operational but require frequent repairs. The Village's goal is to systematically replace these units over a set period of years with the scope of this contract focusing on Phase II replacements only.

This Specifications section includes provisions for a base scope of work as well as an optional scope of work to be awarded at the Village's sole discretion. All bidders shall at least bid on the base scope of work.

The Village reserves the right to reject any and all bids for any reason and reduce the work scope due to budgetary constraints at any time at its sole discretion. The Village also reserves the right to award individual sections of the bid to the lowest bidder at its sole discretion.

2. Base Scope of Work:

The Base Scope of Services shall contain the following items:

Rooftop Unit Replacement Scope.

- A. Replacement of the following existing rooftop units:
 - i. Unit #1 (Trane, 3-ton, Model: YHC-038A3)
 - ii. Unit #2 (Trane, 3-ton, Model: YCD-024F31K)
 - iii. Unit #4 (Trane, 3-ton, Model: YHC-038A3)
- B. Recover refrigerant from each existing unit and dispose of the refrigerant in an environmentally responsible manner in accordance the E.P.A. regulations.
- C. Provide the services of a crane company to lift off the old unit and set the new unit in place.
- D. Remove and properly dispose of the existing rooftop unit.
- E. Furnish, deliver and install one new Trane brand package heat/cool rooftop unit with equivalent capacity for each unit being replaced.
- F. Furnish and install one new factory-supplied outside air economizer. This device can provide significant energy savings, as they deliver "free" cooling, instead of running the compressors to create mechanical cooling, when the outside temperature is cool.
- G. Furnish and install transitional electrical material to connect to the existing electrical wiring presently installed above the roofline.
- H. Furnish and install transitional gas piping to connect the new unit to the gas pipe presently installed above the roofline.
- I. Start-up the new unit and check for proper operation.

- J. Furnish and install new Ecobee thermostats or equivalent for each unit installed.
- K. Secure any and all permits required per Local or State law, regulation or ordinance.

Unit Heater Replacement Scope

- A. A Replacement of 8 Reznor overhead heating units with the following model numbers and counts:
 - a. Reznor SCA-225 (4) – 2 units accessible by scissor lift, 2 may require crane or alternative means of suspension for installation
 - b. Reznor – SCA-300 (4) – Accessible by scissor lift
- B. Field verify capacity of units prior to ordering new units.
- C. Provide and operate the heavy-duty lift necessary to safely lower the old Unit Heater and raise the new one.
- D. Dismount the old Unit Heater, remove it from your premises, and properly dispose of it in an environmentally responsible manner.
- E. Furnish and install a new Unit Heater.
- F. Furnish and install transitional gas piping.
- G. Furnish and install transitional electrical connections.
- H. Furnish and install transitional flue piping.
- I. Furnish and install unistrut and threaded rod, as needed.
- J. Furnish and install new thermostats for each unit.
- K. Start-up unit and check operation.

For the purposes of the Unit Heater Scope, bidders should not assume that a scissor lift or other means of suspension will be made available by the Village for use.

Exhaust Fan Scope

- A. Replacement of 2 exhaust fans with following model numbers:
 - a. Unit EF-6: Cook ACED-90C100M
 - b. Unit EF-8: Cook GC-520
- B. Remove and properly dispose of existing unit
- C. Furnish and install new fan including factory-mounted disconnect switch, bird screen, and roof curb as required.
- D. Furnish and install transitional electrical connections
- E. Furnish and install any other equipment required for successful start-up
- F. Start-up unit and check operation.

The ultimate goal for this project is to have a turnkey replacement of the existing units itemized in this Scope of Services. This Scope of Services explicitly includes any and all materials, labor and other such items which can be reasonably assumed to be required to achieve this scope, whether specifically named or not within this Scope of Services.

3. Optional Scope of Work:

The Optional Scope of Work shall contain the following items:

- a. Replacement of 2 exhaust fans with the following model numbers:
 - i. Unit EF-1A: Cook ACEB-245C5B
 - ii. Unit EF-1B: Cook 24XLP
- b. Remove and properly dispose of existing unit
- c. Furnish and install new fan including factory-mounted disconnect switch, bird screen, and roof curb as required.
- d. Furnish and install transitional electrical connections
- e. Furnish and install any other equipment required for successful start-up
- f. Start-up unit and check operation.

The ultimate goal for this project is to have a turnkey replacement of the existing units itemized in this Scope of Services. This Scope of Services explicitly includes any and all materials, labor and other such items which can be reasonably assumed to be required to achieve this scope, whether specifically named or not within this Scope of Services.

4. Locations:

The work to be completed under the Scope of Service shall be conducted at 1390 Willow Road, Winnetka, IL (the "Work Site").

5. Term and Completion Date:

The proposed contract is for a period of no more than 180 days from the date of execution of this Agreement by the Contractor and the Village (with the date of execution defined as the date of the Village's acceptance and signature as signified by the Acceptance Sheet) unless modified by a change order as outlined under Section 10(A) of these specifications but, in no case, later than September 30, 2025. The Completion Date for this Agreement shall be the same as the termination date of this Agreement.

It is explicitly understood that RTU replacement shall be completed no later than May 15, 2025 unless specified authorized by the Village's representative.

6. Contractor Qualifications:

Qualified vendors must have at least five years of experience with the installation and maintenance of HVAC systems.

7. Contractor Responsibilities:

A. Personnel Requirements:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work they are employed to perform. All employees assigned by the Contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Contractor is responsible and liable for any wrongful actions of his employees.

B. Work Crew Supervision:

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

C. Protection of Public and Private Property:

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.
- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards. All employees engaged in the Work under this Agreement shall have been sufficiently trained in any and all applicable safety standards related to the Work. Upon request, the Contractor shall furnish training records or any such other evidence requested by the Village for the purposes of establishing compliance with this section.
- iv. To the extent that the Contractor and/or any subcontractors have access to any sensitive information technology systems or components during the completion of the Work, the Contractor shall take all necessary steps to safeguard and protect those systems from unauthorized access, breach, impairment or disclosure. Negligence or failure of the Contractor to take such steps shall constitute a violation of this Agreement and may result in its immediate termination at the Village's sole discretion. The Contractor shall further be

liable for any damages which may result from failure to protect or otherwise safeguard such information.

D. Contractor to Furnish

The Contractor shall provide at its sole expense all personnel, materials, equipment, supplies and other costs needed to complete the work, including not but limited to transportation, fuel and permitting costs.

8. Subcontractors:

A. Approval and Use of Subcontractors

Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of this Agreement, and every reference in this Agreement to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

B. Removal of Subcontractors

If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

9. Working Hours:

Unless otherwise authorized by the Village's representative, the Work shall be completed Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m., exclusive of Village holidays.

10. Reporting:

Upon completion of the project, the Contractor shall furnish the following documents and/or reports to the Village for its records:

- A. As-Built Drawings and/or Schematics As Applicable for the Work Site
- B. Warranty Documentation for any and all mechanical components, software or other items installed as part of the project
- C. Certified Payroll Utilizing Illinois Department of Labor Required Database

Final payment will not be issued until after receipt of each item listed above unless otherwise approved by the Village's representative.

11. Additional Information:

- A. Change Orders:** In the event a change order is required as outlined under 720 ILCS 5/33E-9, such change order shall be prepared on forms supplied by the Village. Each request for a Change Order shall be considered and approved or denied at the Village's sole discretion. Nothing in this Agreement shall compel the Village to approve any Change Order requests. Change Orders shall become effective only following execution of such Change Orders by both the Village and Contractor.
- B. Mandatory Walkthrough:** A mandatory walkthrough will be held for bidders on Friday, February 14, 2025 at 10 a.m. at Public Works facility, 1390 Willow Rd. No further opportunities will be given to tour the Work Sites after this meeting, and no bid shall be accepted from any bidder who was did not attend this walkthrough.
- C. Prevailing Wage:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and any and all of its subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

12. Schedule of Prices:

Public Works HVAC Replacement RTU, Phase II	
Item	Cost
Base Scope of Work	\$ 78,730.00
Optional Scope of Work	\$ 5,200.00
Combined Scope of Work (Base + Optional)	\$ 83,930.00

**VILLAGE OF WINNETKA
CONTRACT FOR HVAC MODERNIZATION
PROJECT PHASE 2**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: HVAC

2. Composition of Work

During the past three years, Bidder's work has consisted of:

0 % Federal

100 % As Contractor

100 % Bidder's Forces

10 % Other Public

____ % As Subcontractor

____ % Subcontractors

90 % Private

____ % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 15 years.

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	<u>17730.00</u>	<u>276850.00</u>	<u>63630.00</u>
Date Completed	<u>12 AUG 2024</u>	<u>08 JUL 2024</u>	<u>14 MAY 2024</u>

DATED: Feb 25, 2025.

Bidder _____ Attest

By: MAREK SZCZEPANIK By: _____

Title: PRESIDENT Title: _____

Subscribed and Sworn to before me on

Notary Public

My commission expires: 6/11/27, 2027



ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____



Addendum No. 1

Village of Winnetka Request For Bids #025-007

HVAC Modernization Project, Phase 2

The Request for bids for the above referenced project has been clarified as follows:

1. RTU Model Numbers: As read during the walkthrough, the corrected RTU Model Numbers are as follows:
 - a. RTU 1: Trane YHC-036A3
 - b. RTU 2: Trane YCD-024F3LK
 - c. RTU 4: Trane YHC-036A3
2. Overhead Units Units 5 and 6: As explained during the walkthrough, the Village has limited information on the two units located in the southernmost part of the Water & Electric Warehouse. Below is the information available:
 - a. Unit 5 (Western Unit): Model A6BF250 (unknown manufacturer)
 - b. Unit 6: No available information

In revision to the Specifications, staff believes, based on the unit's size, that these are more or less equivalent to the Reznor SCA-225 models versus the SCA-300. As a result, the Specifications are amended to include six model SCA-225 replacements and two SCA-300 replacements.

3. Reason for Projects/Intent: To clarify, the Village's intent is to complete like-for-like replacements of the existing units. This is being done primarily due to the age and condition of the units identified for replacement.
4. Requirement of Stainless Steel Heat Exchangers: The Village will require stainless steel heat exchangers if required by manufacturer specifications and/or any applicable building codes.

Dell Duckworth
Assistant Finance Director



Addendum No. 2
Village of Winnetka Request For Bids #025-007
HVAC Modernization Project Phase 2

The Request for Bids for the above referenced project has been clarified as follows:

1. Please clarify warranty requirements for the project. Contract item 6A on Page 5 sounds like a 5-year base warranty that gets extended two additional years every time a part needs to be replaced (beyond year three) . Is that the intent?

No. The intent would be a standard 1-year labor warranty and manufacturer's warranty on the equipment itself.

2. The Reznor unit heater installation guide calls for Cat III venting of all unit heaters larger than 100Mbh. Please verify that all unit heater vent piping is to be replaced along with the concentric kits. If so, can you verify that these locations are all standing seam metal roof as it appears in satellite?

The Village's intent is to directly replace units with their modern equivalent utilizing the manufacturer's installation instructions. All Reznor units currently vent to metal roofing areas.

3. Many of the existing unit heaters have optional accessory downturn nozzles. Please verify if these are to be provided for any or all of the new units.

The Village's intent is to fully replicate the existing functionality and features with modern equivalents including accessories.

Dell Duckworth
Assistant Finance Director



Agenda Item Executive Summary

TITLE: Resolution No. R-30-2025: Approving a Contract with Western Waterproofing Company, Inc. D/B/A Western Specialty Contractors for Hubbard Woods Parking Structure Repairs (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In 2024, the Village hired Walker Consultants ("Walker") to perform a pre-design assessment of the Hubbard Woods Parking garage. The pre-design inspection identified a variety of repairs to the garage. The repairs were categorized as either urgent or routine. As part of the Fiscal Year 2025 budget, \$720,000 was included for the repair of the garage facility.

EXECUTIVE SUMMARY:

Walker identified that some locations in the garage were in a more urgent need of repair and temporary shoring. As a result, temporary bracing was installed in the garage. Walker was hired to complete abbreviated documents for the more urgent repairs so the bracing could be removed in a reasonable timeframe. Walker was unable to prepare a bid package in items for the repairs to be completed in Fiscal Year 2024 before winter set in. The urgent repairs were advertised for bid on January 22nd with the associated bids being received on February 21st

The Village received seven bids ranging from \$64,644 to \$112,000 for the urgent repairs. Western Waterproofing was the lowest bidder and their references checked out. Staff held a bid review with Western Waterproofing and found no exceptions to their bid.

The Fiscal Year 2025 Budget contains combined funding in the amount of \$720,000 (in Downtown Revitalization Fund No. 420.15.01-650) for the repair of the garage. The proposed scope of services falls within the budget. However, it should be noted that additional repairs will be required for a larger project to be designed later this year. On March 4th the Council approved Resolution No. R-27-2025, which authorized the award of a design contract for the larger repair, which will take place later in the year

RECOMMENDATION:

Consider adopting Resolution No. R-30-2025, awarding a contract for the Hubbard Woods Parking Structure repair to Western Waterproofing Company, Inc in the amount of \$64,644.00

ATTACHMENTS:

1. Resolution No. R-30-2025: Approving a Contract with Western Waterproofing Company, Inc. for Hubbard Woods Parking Structure Repairs
2. Village of Winnetka Public Bid Opening
3. Bid Review Letter: Hubbard Woods Parking Structure Repairs

RESOLUTION NO. R-30-2025

A RESOLUTION APPROVING A CONTRACT WITH WESTERN WATERPROOFING COMPANY, INC. D/B/A WESTERN SPECIALTY CONTRACTORS FOR HUBBARD WOODS PARKING STRUCTURE REPAIRS

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

WHEREAS, the Village issued Bid #025-006 ("**Request for Bids**") for repairs at the Hubbard Woods Parking Structure, which repairs include concrete repairs and shear connector replacements ("**Work**"); and

WHEREAS, the Village received seven bids ("**Bids**") to provide the Work and opened the Bids on February 21, 2025; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Western Waterproofing Company, Inc. d/b/a Western Specialty Contractors ("**Contractor**"), is the lowest responsible and responsive bidder to provide the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the procurement of the Work from Contractor in an amount not to exceed \$64,644 ("**Contract**"); and

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

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

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

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

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

March 18, 2025

R-30-2025

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 March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

March 18, 2025

R-30-2025

VILLAGE OF WINNETKA

CONTRACT FOR HUBBARD WOODS PARKING STRUCTURE REPAIRS]

Full Name of Contractor: **WESTERN WATERPROOFING CO, INC DBA/WESTERN SPECIALTY CONTRACTORS**
("Contractor")

Principal Office Address: **676 E FULLERTON AVE., GLENDALE HEIGHTS, IL 60139**

Contact Person: **MATTHEW ZIESMER** Telephone Number: **1-773-638-5206**

TO: Village of Winnetka ("Village")
510 Green Bay Road
Winnetka, Illinois 60093
Attention:

1. Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for:

**HUBABRD WOODS PARKIGN
STRUCTURE REPAIR at 1050 Scott
Avenue, Winnetka, IL ("Work Site")**, all as
more fully detailed in the proposal attached
hereto and incorporated herein as **Exhibit A**
("Work").

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this

Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications in Exhibit A.

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

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

2. Contract Price

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

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE:

\$64,644.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 60 days after receiving an invoice from Contractor and the Work is completed.

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

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than June 15th, 2025 ("**Time of**

Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:

\$500,000 ea. accident injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law. The warranty provided in this Section 5 will 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 will be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) 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. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. Authority to Execute. By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. Sexual Harassment Policy. Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Substance Abuse Prevention Program. Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days shall be construed to refer to calendar days and time.

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

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

G. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in

whole or in part, by Contractor except upon the prior written consent of the Village.

H. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which 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 Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, 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 this State.

J. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

K. Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the Village.

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract shall control.

DATED this _____ day of _____, 2024.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

WESTERN WATERPROOFING CO, INC DBA/WESTERN
SPECIALTY CONTRACTORS

By: _____

By: Matt Zosemer

Title: _____

Its: Branch Manager

EXHIBIT A

WORK

Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

SECTION 004100 - BID FORMS

30.1 INSTRUCTIONS

Submit Bids on this Bid Form in accordance with Instructions to Bidders.

30.2 BID FORM

PART 1 - TERMS OF BID

PROJECT IDENTIFICATION: **Village of Winnetka Hubbard Woods Parking Structure Repairs**

CONTRACT IDENTIFICATION AND NUMBER: **Walker No.: 31-009974.10**

THIS BID IS SUBMITTED TO:

**Dell Duckworth
Purchasing - Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093**

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in Contract Documents to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Bid and in accordance with Contract Documents.
- B. BIDDER accepts all of terms and conditions of Instructions to Bidders, including without limitation those dealing with disposition of Bid Security. BIDDER will sign Agreement and submit Contract Security and other documents required by Contract Documents within 15 days after date of OWNER's Notice of Award. This Bid will remain open for 60 days after day of Bid opening.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:
1. BIDDER has examined copies of all Contract Documents and of following addenda:

Date	Number
<u>1-31-2025</u>	<u>1</u>
<u>2-05-2025</u>	<u>2</u>

(receipt of all of which is hereby acknowledged) and also copies of Advertisement or Invitation to Bid or Instructions to Bidders.

Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

2. BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.
 3. This Bid is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly induced or solicited any other Bidder to submit false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
 4. BIDDER agrees that Work Item quantities are estimates and that OWNER may increase or decrease these quantities at unit prices stated, so long as increases or decreases in Base Bid do not exceed 25% of Base Bid price. Increases or decreases beyond these limits shall be in accordance with Supplementary Conditions, Section 007300.
 5. BIDDER agrees that all alterations or additions to Work shall be performed in accordance with paragraph "Changes" and/or "Construction Change Directives" under Section "Supplementary Conditions."
 6. OWNER reserves right to delete any section of Work.
- D. BIDDER agrees that Work shall be substantially completed and fully completed on or before June 15th 2025.
- E. BIDDER will complete Work for following price(s) based on unit prices stated in Section 004310:

LUMP SUM CONTRACT PRICE Sixty-four Thousand Six Hundred Forty Four Dollars
(use words)

DOLLARS \$ 64,644.00

(figures)

- F. BIDDER will complete Work for the prices shown in Section "List of Unit Prices."

Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

- G. Communications concerning this Bid shall be addressed to: (BIDDER to provide bidder's name, address, telephone number and name of individual familiar with this Bid and able and authorized to answer questions regarding this Bid.)

Western Waterproofing Co, INC DBA/
Western Specialty Contractors
Glendale Heights, IL 60139
1-773-638-5206

Todd Lawford

- H. Terms used in this Bid which are defined in General Conditions of Construction Contract included as part of Contract Documents have meanings assigned to them in General Conditions.

SUBMITTED ON February 21st , 20 25

PART 2 - ATTACHMENTS

Following documents are attached to and made condition of this Bid, unless noted otherwise:

- A. List of Unit Prices.
- B. Village of Winnetka Sample Contract

PART 3 - SIGNATURES

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

Name of Bidder _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(General Partner)

Business Address: _____

Phone Number: _____

Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

A Corporation

By Western Waterproofing Co, INC DBA/
Western Specialty Contractors
(Corporation Name)

Missouri
(State of Incorporation)

By Matthew Zieseemer 
(Name of Person Authorized to Sign)

Branch Manager
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: 676 E Fullerton Ave.

Glendale Heights, IL 60139

Phone Number: 1-773-638-5206

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

END OF SECTION 004100

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Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

SECTION 004310 – PROCUREMENT FORM SUPPLEMENTS

41.1 LIST OF UNIT PRICES

State Unit Prices on the following form.

WORK ITEM	DESCRIPTION	UNITS	Quantity	UNIT PRICE	EXTENSION
1.0	General Requirements	L.S.	1	-	\$ 5,015.00
1.1	Project Mobilization	L.S.	1	-	\$ 2,930.00
1.3	Concrete Shores and Reshores	L.S.	1	-	\$ 9,855.00
1.5	Temporary Signage	L.S.	1	-	\$275.00
1.7	General Construction Allowance	L.S.	1	-	\$10,000.00
8.5	Tee Flange Repair – Full Depth	L.S.	1	\$	\$12,444.00
8.7	Tee Flange Strengthening	L.S.	1	\$	\$ 8,890.00
8.9	Tee Stem Encasement	L.S.	1	\$	\$ 11,660.00
40.2	Shear Connector Replacement	L.S.	1	\$	\$ 3,575.00
TOTAL					\$ 64,644.00

Description of Abbreviations:

L.F. = Lineal Feet
EA = Each
S.F. = Square Feet
L.S. = Lump Sum

Western Waterproofing Co, INC DBA/
Name of Bidder Western Specialty Contractors

ALTERNATE #1

Village of Winnetka will provide up to 40 parking spaces to perform the scope of work instead of the 20 parking spaces included in the base bid. Please provide the reduced costs for the overall project if this additional amount of work area is provided.

(DEDUCT) No. Bid Dollars (\$)

NON-COLLUSION AFFIDAVIT

Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of Village of Winnetka whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Matthew Zieseemer

Submitted By:

Type or print firm name:

Western Waterproofing Co, INC DBA/
Western Specialty Contractors

Authorized Signature:

Matthew Zieseemer

Date:

February 21, 2025

Name of Bidder Western Waterproofing Co, INC DBA/
Western Specialty Contractors

41.2 LIST OF SUBCONTRACTORS

	COMPANY ADDRESS	CONTACT PERSON NAME PHONE NUMBER FAX NUMBER
Concrete	<u>Self-Preform</u>	<u>Todd Lawford</u>
	<u>676 E. Fullerton</u>	<u>1-773-638-5206</u>
	<u>Glendale Heights IL 60139</u>	<u>1-773-638-5289</u>
Steel	<u>Self-Preform</u>	<u>Todd Lawford</u>
	<u>676 E. Fullerton</u>	<u>1-773-638-5206</u>
	<u>Glendale Heights IL 60139</u>	<u>1-773-638-5289</u>
Waterproofing	<u>Self-Preform</u>	<u>Todd Lawford</u>
	<u>676 E. Fullerton</u>	<u>1-773-638-5206</u>
	<u>Glendale Heights IL 60139</u>	<u>1-773-638-5289</u>

END OF SECTION 004310

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VILLAGE OF WINNETKA

PUBLIC BID OPENING

2/21/2035

11:00am

Village of Winnetka Request For Bids #025-006

Hubbard Woods Parking Structure Repairs

BIDDER	BASE BID	ALTERNATE	BID BOND	CHECK
Western Waterproofing	\$64,644.00	\$0.00	x	
MAG Construction	\$112,000.00	\$(7,000)	x	
Berglund Construction	\$94,000.00	\$(4,000)	x	
JLJ Contracting , Inc.	\$66,700.00	\$(1,200)	x	
William Hach & Associates	\$81,535.00	\$(2,500)	x	
J. Gill and Company	\$78,500.00	\$(3,000)	x	
Golf Construction	\$99,812.50	\$(5,000)	x	

March 5, 2025

Tom Powers
Director of Public Works
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Re: *Bid Review Letter*
Hubbard Woods Parking Structure Repairs
Winnetka, Illinois

Dear Mr. Powers,

Walker Consultants has reviewed the bids for the Hubbard Woods Parking Structure Repairs. Bids were received from seven contractors. The bids were as follows:

Contractor	Base Bid	Alternate 1	Base Bid + Alternate
Western Specialty Contractors	\$ 64,644	No Reduction	\$ 64,644
JLJ Contracting Inc.	\$ 66,700	\$ - 1,200	\$ 65,500
J Gill and Company	\$ 78,500	\$ - 3,000	\$ 75,500
William Hach & Associates Inc.	\$ 81,535	\$ - 2,500	\$ 79,035
Berglund Construction Company	\$ 94,000	\$ - 4,000	\$ 90,000
Golf Construction	\$ 99,813	\$ - 5,000	\$ 94,813
Mag Construction Company	\$ 112,000	\$ - 7,000	\$ 105,000

To make a fair comparison between bids, the bid form is designed to ensure that each bid can be broken down into specific work items that relate to the project. The project consists of four major work items, two full depth tee flange repairs, three locations of tee flange strengthening, replacing shear connectors, and one tee stem encasement. The project also included an Alternate #1, which provides additional parking spaces to the contractor to perform their work more efficiently.

Our review did not find any obvious errors or discrepancies that should disqualify the lowest qualified bidder. The two lowest bids shown above (Western and JLJ) were competitively within 1.3% of each other when considering Alternate #1. Both Western and JLJ intend to perform this work in-house and without any subcontractors. Regarding schedule, each contractor noted the work being fully completed on or before June 15, 2025.

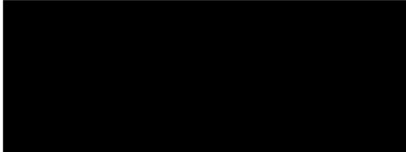
The two lowest bids received were competitive, and their bids generally in line with similar projects of this size and magnitude. Western and JLI provided similar pricing for each work item with the exception of *Work Item 1.3 - Concrete Shores and Reshores* and *Work Item 8.9 - Tee Stem Encasement*. JLI's price for this work item was significantly lower than Western's. As a result, Walker reached out to JLI via email to confirm that signed and sealed shoring drawings were included in their bid. JLI responded and informed us that the cost of signed and sealed shoring drawings was included in their price for Work Item 8.9 Tee Stem Replacement; hence the difference in pricing in these two work items.

Walker has successfully worked on numerous projects with the two low bidding contractors. Given the very close bids between the two low bidding contractors, we encourage the Village to reach out to these two contractors to discuss the project with them. This will allow the Village to gain a better understanding of who they are working with and who will be best to take on this important project. In addition to the bids received, we highly recommend the Village maintain a minimum of a 15% contingency in this project for any unforeseen conditions that may be encountered.

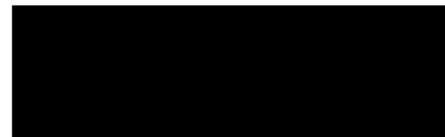
We appreciate the opportunity to assist you with this project. Please do not hesitate to reach out if you have any questions.

Sincerely,

WALKER CONSULTANTS



Diego F. Romero, PhD, PE, SE
Director of Forensic Restoration and Building Envelope



Adam Czarnecki
Restoration Engineer

Bid Summary - Original (As Bid)

Project: Hubbard Woods Parking Structure Repairs

Walker No: 31-009974.10

Bid Date: February 21, 2025

Work Item	Description	BID		Western		JLJ		J. Gill		William Hach		Berglund		Golf		Mag		AVERAGE	
		Est. Quantity	Unit	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
General Conditions																		General Conditions	
1.0	General Conditions	1	Lump Sum	\$ 5,015	\$ 5,015	\$ 4,690	\$ 4,690	\$ 7,250	\$ 7,250	\$ 10,000	\$ 10,000	\$ 18,900	\$ 18,900	\$ 8,750	\$ 8,750	\$ 3,000	\$ 3,000	\$ 8,143	\$ 8,143
1.1	Project Mobilization	1	Lump Sum	\$ 2,930	\$ 2,930	\$ 750	\$ 750	\$ 1,000	\$ 1,000	\$ 3,800	\$ 3,800	\$ 3,500	\$ 3,500	\$ 6,750	\$ 6,750	\$ 10,700	\$ 10,700	\$ 3,780	\$ 3,780
1.3	Concrete Shores and Reshores	1	Lump Sum	\$ 9,855	\$ 9,855	\$ 1,500	\$ 1,500	\$ 500	\$ 500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 24,500	\$ 24,500	\$ 16,500	\$ 16,500	\$ 8,059	\$ 8,059
1.5	Temporary Signage	1	Lump Sum	\$ 275	\$ 275	\$ 750	\$ 750	\$ 250	\$ 250	\$ 3,275	\$ 3,275	\$ 1,000	\$ 1,000	\$ 4,000	\$ 4,000	\$ 1,200	\$ 1,200	\$ 1,125	\$ 1,125
1.7	General Construction Allowance	1	Lump Sum	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
				Subtotal: \$ 28,075		Subtotal: \$ 17,690		Subtotal: \$ 19,000		Subtotal: \$ 37,075		Subtotal: \$ 43,400		Subtotal: \$ 54,000		Subtotal: \$ 41,400		Subtotal: \$ 31,107	
Repair Items																		Repair Items	
8.5	Tee Flange Repair - Full Depth	1	Lump Sum	\$ 12,444.00	\$ 12,444.00	\$ 10,200.00	\$ 10,200.00	\$ 23,800.00	\$ 23,800.00	\$ 17,500.00	\$ 17,500.00	\$ 19,800.00	\$ 19,800.00	\$ 15,187.50	\$ 15,187.50	\$ 24,650.00	\$ 24,650.00	\$ 18,065.67	\$ 18,066
8.7	Tee Flange Strengthening	1	Lump Sum	\$ 8,890.00	\$ 8,890.00	\$ 14,000.00	\$ 14,000.00	\$ 24,500.00	\$ 24,500.00	\$ 14,970.00	\$ 14,970.00	\$ 13,800.00	\$ 13,800.00	\$ 13,125.00	\$ 13,125.00	\$ 23,000.00	\$ 23,000.00	\$ 16,526.67	\$ 16,527
8.9	Tee Stem Encasement	1	Lump Sum	\$ 11,660.00	\$ 11,660.00	\$ 21,410.00	\$ 21,410.00	\$ 8,000.00	\$ 8,000.00	\$ 5,100.00	\$ 5,100.00	\$ 7,000.00	\$ 7,000.00	\$ 13,500.00	\$ 13,500.00	\$ 18,850.00	\$ 18,850.00	\$ 12,003.33	\$ 12,003
40.2	Shear Connector Replacement	1	Lump Sum	\$ 3,575.00	\$ 3,575.00	\$ 3,400.00	\$ 3,400.00	\$ 3,200.00	\$ 3,200.00	\$ 6,890.00	\$ 6,890.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,100.00	\$ 4,100.00	\$ 5,194.17	\$ 5,194
				Subtotal: \$ 36,569		Subtotal: \$ 49,010		Subtotal: \$ 59,500		Subtotal: \$ 44,460		Subtotal: \$ 50,600		Subtotal: \$ 45,813		Subtotal: \$ 70,600		Subtotal: \$ 51,790	
Alternate Bid Items																		Alternate Bid Items	
ALT-1	Village of Winnetka Will Provide 40 Parking Spaces	1	Lump Sum	\$ -	\$ -	\$ (1,200)	\$ (1,200)	\$ (3,000)	\$ (3,000)	\$ (2,500)	\$ (2,500)	\$ (4,000)	\$ (4,000)	\$ (5,000)	\$ (5,000)	\$ (7,000)	\$ (7,000)	\$ (2,950)	\$ (2,950)
				Subtotal: \$ -		Subtotal: \$ (1,200)		Subtotal: \$ (3,000)		Subtotal: \$ (2,500)		Subtotal: \$ (4,000)		Subtotal: \$ (5,000)		Subtotal: \$ (7,000)		Subtotal: \$ (2,950)	
BASE BID GRAND TOTAL:				\$ 64,644		\$ 66,700		\$ 78,500		\$ 81,535		\$ 94,000		\$ 99,813		\$ 112,000		\$ 82,897	
PERCENTAGE OF LOW:				100.0%		103.2%		121.4%		126.1%		145.4%		154.4%		173.3%		128.2%	
				Western		JLJ		J. Gill		William Hach		Berglund		Golf		Mag		AVERAGE	
ALTERNATE BID GRAND TOTAL:				\$ -		\$ (1,200)		\$ (3,000)		\$ (2,500)		\$ (4,000)		\$ (5,000)		\$ (7,000)		\$ (2,950)	
BID + ALTERNATE GRAND TOTAL:				\$ 64,644		\$ 65,500		\$ 75,500		\$ 79,035		\$ 90,000		\$ 94,813		\$ 105,000		\$ 79,947	
PERCENTAGE OF LOW:				100.0%		101.3%		116.8%		122.3%		139.2%		146.7%		162.4%		123.7%	



Agenda Item Executive Summary

TITLE: Resolution No. R-31-2025: Approving and Establishing the Compensation of Department Heads Effective January 1, 2025 (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Resolution No. R-31-2025 establishes salaries for the Village's Department Head team. The resolution provides that the salary changes are effective January 1, 2025, which is consistent with other employee pay adjustments.

RECOMMENDATION:

Consider adoption of Resolution No. R-31-2025, "Approving and Establishing the Compensation of Department Heads Effective January 1, 2025."

ATTACHMENTS:

1. Resolution No. R-31-2025: Approving and Establishing the Compensation of Department Heads Effective January 1, 2025

**A RESOLUTION
APPROVING AND ESTABLISHING
THE COMPENSATION OF DEPARTMENT HEADS
EFFECTIVE JANUARY 1, 2025**

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, pursuant to the Winnetka Village Code (“*Village Code*”), the compensation for the Village’s department heads shall be fixed by the Village Manager with the approval of the Council of the Village of Winnetka (“*Village Council*”); and

WHEREAS, the Village Manager has fixed the compensation for the department heads for 2025 as set forth in this Resolution, which compensation reflects a merit-based adjustment; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to approve the compensation for the Village’s department heads for 2025 as set forth in this Resolution;

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 BASE SALARIES. In accordance with the sections of the Winnetka Village Code referenced in the table below, the Village Council hereby approves and establishes the following monthly base salaries for the department heads:

Name and Title	Effective Dates	Monthly Salary
Kristin Kazenas (Assistant Village Manager)	January 1, 2025 to December 31, 2025	\$ 16,864.74
David Schoon (Community Development Director)	January 1, 2025 to April 4, 2025	\$ 16,319.36
James Bernahl (Engineering Director)	January 1, 2025 to December 31, 2025	\$ 16,284.93
Timothy J. Sloth (Finance Director)	January 1, 2025 to December 31, 2025	\$ 17,278.20
John Ripka (Fire Chief)	January 1, 2025 to December 31, 2025	\$ 16,829.62

Name and Title	Effective Dates	Monthly Salary
Brian O’Connell (Police Chief)	January 1, 2025 to December 31, 2025	\$16,378.88
Thomas Powers (Public Works Director)	January 1, 2025 to December 31, 2025	\$15,892.71
Nicholas Narhi (Water & Electric Director)	January 1, 2025 to December 31, 2025	\$16,187.50

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salaries established in Section 1 of this Resolution and all other benefits available generally to Village employees, the department heads listed in Section 1 of this Resolution (***“Department Heads”***) shall also receive the following additional compensation for 2025: (a) each of the Department Heads, after one year of successful employment, shall be entitled to an annual, lump sum payment of \$5,000.00, which the Village Treasurer shall deposit, on behalf of each Department Head, into a qualified Internal Revenue Code Section 457 deferred compensation plan; (b) Assistant Village Manager Kristin Kazenas shall be paid a one-time bonus of \$10,000.00; (c) Community Development Director David Schoon shall be paid a one-time bonus of \$10,000.00; (d) Engineering Director Jim Bernahl shall be paid a one-time bonus of \$10,000.00; (e) Finance Director Timothy J. Sloth shall be paid a one-time bonus of \$10,000.00, (f) Fire Chief John Ripka shall be paid a one-time bonus of \$10,000.00, (g) Police Chief Brian O’Connell shall be paid a one-time bonus of \$10,000.00, (h) Public Works Director Thomas Powers shall be paid a one-time bonus of \$5,000, and (i) Water & Electric Director Nicholas Narhi shall be paid a one-time bonus of \$5,000.

SECTION 4: REPEALER. Resolution R-42-2024 is hereby repealed in its entirety.

SECTION 5: 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 18th day of March 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-32-2025: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

As required by Village Code, Resolution No. R-32-2025 approves and establishes the Village Manager's salary. The resolution provides that the salary changes are effective January 1, 2025, consistent with other employee pay adjustments.

RECOMMENDATION:

Consider adoption of Resolution No. R-32-2025, "A Resolution Approving and Establishing Changes in the Compensation of the Village Manager."

ATTACHMENTS:

1. Resolution No. R-32-2025: Approving and Establishing Changes in the Compensation of the Village Manager

RESOLUTION NO. R-32-2025

**A RESOLUTION
APPROVING AND ESTABLISHING
CHANGES IN THE COMPENSATION OF THE VILLAGE MANAGER**

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, pursuant to Section 2.12.040 of the Winnetka Village Code ("***Village Code***"), the compensation of the Village Manager shall be determined by the Council of the Village of Winnetka ("***Village Council***"); and

WHEREAS, the Village entered into a September 29, 2010 Employment Agreement with the Village Manager ("***Employment Agreement***"), pursuant to which the Village Council agreed to periodically review the Village Manager's compensation; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to set the compensation for the Village Manager as set forth in this Resolution;

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 BASE SALARY. In accordance with Section 2.12.040 of the Village Code and Section 5 of the Employment Agreement, the Village Council hereby approves and establishes the monthly base salary of the Village Manager as follows:

	Monthly Salary Effective January 1, 2025
Robert M. Bahan	\$ 25,375.00

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salary established in Section 1 of this Resolution, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, Village Manager Robert M. Bahan shall be paid a one-time bonus of \$25,000.00 and shall be entitled to a lump sum payment of \$5,000.00, which the Village Treasurer shall deposit into a qualified Internal Revenue Code Section 457 deferred compensation plan.

SECTION 4: EFFECT OF RESOLUTION. Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

SECTION 5: REPEALER. Resolution R-43-2024 is hereby repealed in its entirety.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-33-2025: Awarding a Contract to Siebert and Son's Enterprise LLC, D/B/A Siebert Trees for Utility Line Clearance (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: March 18, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Water & Electric Department performs line clearance (tree trimming) work on an annual basis. The Village of Winnetka issued a RFB #025-001 for Utility Line Clearance. The 2025 Electric Fund Budget contains funding in the amount of \$250,000 for line clearance.

EXECUTIVE SUMMARY:

The Water & Electric Department performs line clearance (tree trimming) work on an annual basis. On January 8, 2025, the Village issued a RFB #025-001 for Utility Clearance for the period April 2025 - March 2026. The bid document required contractors to provide rates for each classification of worker and equipment used on an hourly basis for normal work hours and during after hour situations. Rates were also requested for two additional years with annual renewals at the Village's option.

At the bid opening date, February 6, 2025, staff received bids for line clearance work from two companies: Asplundh Tree Expert Company Inc. and Siebert and Son's Enterprises, LLC. Unit pricing for work performed during normal business hours and emergency hours was provided by each vendor for each of the three contract years (reference Exhibit B).

Siebert and Son's Enterprises, LLC is the lowest responsive bidder (reference Exhibit A). The Village has not previously utilized Siebert for this work. Staff performed reference checks for similar work conducted by Siebert in Great Lakes, IL, Hasting, MI and Lake Geneva, WI. Staff also verified that Siebert meets the certification and insurance requirements to perform the work. Based on this due diligence, staff believe Siebert can adequately perform the line clearance.

The FY2025 budget (account #500.42.30-567) contains \$250,000 for line clearance work.

Resolution No. R-33-2025, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Siebert and Son's Enterprises, LLC for line clearance work for one year.

RECOMMENDATION:

Consider adoption of Resolution No. R-33-2025, awarding a contract to Siebert and Son's Enterprises, LLC for utility line clearance services.

ATTACHMENTS:

1. Resolution No. R-33-2025: Awarding a Contract to Siebert and Son's Enterprise LLC, D/B/A Siebert Trees for Utility Line Clearance
2. Bid #025-001: Utility Line Clearance - Unit Prices

RESOLUTION NO. R-33-2025

**A RESOLUTION AWARDING A CONTRACT TO
SIEBERT AND SON'S ENTERPRISE LLC, D/B/A SIEBERT TREES FOR
UTILITY LINE CLEARANCE**

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

WHEREAS, on January 8, 2025, the Village issued Bid #025-001 ("***Request for Bids***") for utility line clearance professional services ("***Services***"); and

WHEREAS, the Village received two bids to provide the Services; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Siebert and Son's Enterprise LLC d/b/a Siebert Trees ("***Contractor***") is the lowest responsive and responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into a one-year contract, with an option to extend an additional two years, with Contractor for Contractor to perform the Services in an amount not to exceed \$250,000 per year ("***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 2026 and 2027 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 March 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA
CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: ***RFB #025-001***

VILLAGE OF WINNETKA CONTRACT FOR UTILITY LINE CLEARANCE

Contract Number: *RFB #025-001*

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Contractor's Certification

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

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

Contract Number: *RFB #025-001*

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

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

CONTRACT

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, 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.

CONTRACT

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained

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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.

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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. The warranty provided in Subsection 3.2A will not be warranted past inspection once the Work is accepted by the Village, provided the Work was completed in accordance with 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 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

Unless Owner is determined to be more than 50% at fault, to the fullest extent permitted by law, 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. Owner and Contractor further acknowledge and agree that:

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

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

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

Not applicable to nature of contract.

5.4 Acceptances and Payments

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled

to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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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

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman LLP
Winnetka, IL 60093	325 North LaSalle Street, Suite 450
Attention: Village Manager	Chicago, Illinois 60654
	Attention: Peter M. Friedman

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

<u>[name of successful bidder]</u>	<u>with a copy to:</u>
<u>[address of successful bidder]</u>	Siebert and Son's Enterprise LLC, d.b.a Siebert Trees
	39411 N IL RT 83
	Lake Villa, IL 60046

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

C. Prevailing Wage Act. **Not applicable for this contract.**

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

7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any

proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

EXHIBIT A

CONTRACT

By: _____

Name: _____

Title: _____

[Name of contractor] Siebert and Son's Enterprise LLC, d.b.a Siebert Trees

By:  _____

Name: ⁰ Ryan Siebert _____

Title: CEO _____

Attest:

By:  _____

Name: Dan Johnson _____

Title: Operations _____

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF Lake) 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: March 11, 2025.

[Name of contractor] Siebert and Son's Enterprise LLC, d.b.a. Siebert Electric

By: [REDACTED]
Name: Ryan Siebert
Title: CEO

Attest:
By: [REDACTED]
Name: Dan Johnson
Title: Operations

Subscribed and Sworn to before me on March 06, 2025.

My Commission expires: January 28, 2028

[REDACTED] #984830
Notary ~~Public~~

(SEAL)



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

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project – Utility Line Clearance:

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

2. Work Site:

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

3. Permits, Licenses, Approvals, and Authorizations:

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

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

Owner will offset cost of any required permits.

☐

No Exceptions

4. Commencement Date:

☒ The date of execution of the Contract by Owner.

☐

_____ days after execution of the Contract by Owner.

☐

_____, 20____

5. Completion Date:

☒ **365** days (4/1/2025 to 3/31/2026) after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

☐

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

6. Insurance Coverage:

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

(1) Worker's Compensation: Statutory.

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

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

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

All employees must be included as insureds.

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

(1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.

(2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence

(3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

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

All employees must be included as insured.

- ☐ D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing

the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

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

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

- ☐ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- ☐ F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.
- ☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.
- ☒ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
General and Auto

The Additional Insured endorsement must identify Owner as follows:

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

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

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

7. Contract Price:**SCHEDULE OF PRICES****A. DURING NORMAL WORKDAY (HOURLY RATES)****Personnel**

Position	4/1/25 to 3/31/26	4/1/26 to 3/31/27
Crew Leader	\$61.14	\$64.20
Trimmer	\$55.71	\$58.50
Groundman	\$37.59	\$39.47
General Foreman	\$66.14	\$69.45

A crew will consist of

Crew Leader, Trimmer and Groundman - General Foreman will be onsite throughout the day

but not 8 hours daily.

Pending Tasks, Crew Size May Decrease to Crew Leader, Trimmer and Groundman

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

Equipment

Item	4/1/25 to 3/31/26	4/1/26 to 3/31/27
Pick-up Truck	\$10.00	\$10.00
Trim Truck with/2 Power Saws	\$25.00	\$25.00
Chipper	\$10.00	\$10.00
Aerial Device with hydraulic tools & 1 gas power saw	\$35.00	\$35.00

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

Personnel

Position	4/1/25 to 3/31/26	4/1/26 to 3/31/27
Crew Leader	\$78.08	\$81.98
Trimmer	\$71.18	\$74.74
Groundman	\$48.12	\$50.53
General Foreman	\$83.08	\$35.00

A crew will consist of

Crew Leader, Trimmer, Trimmer and Groundman with General Foreman Onsite

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

Emergency Phone Number(s): 224-253-3883

Contact Name: Robert Siebert

Equipment

Item	4/1/25 to 3/31/26	4/1/26 to 3/31/27
Pick-up Truck	\$10.00	\$10.00
Trim Truck w/2 Power Saws	\$25.00	\$25.00
Chipper	\$10.00	\$10.00
Aerial Device with hydraulic tools & 1 gas power saw	\$35.00	\$35.00

- 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.

- E. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

☐ \$ _____

☒ No Charge

10. Standard Specifications:

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

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

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

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

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

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

See Attachment C for any special project requirements.

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

ATTACHMENT B

SPECIFICATIONS

SPECIFICATIONS

1. The summer season is normally active with storms that cause outages due to tree contact and wind. It is the purpose of tree trimming on utility lines to reduce the effect of storms, electric outages, on the customers. To accomplish the reduction of outages due to storms, tree trimming will begin on May 1, 2025 and work will continue daily until all the required trimming is complete or the contract dollar amount is attained.

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

3. The Contractor shall notify the property owner or public authorities in the form of an information letter or door card (the Village of Winnetka will assist in providing notice) at least one-day prior to necessary work for each tree to be trimmed. Whenever any work cannot be completed, the Contractor shall submit a written report to the Distribution Superintendent setting forth the location of the tree to be trimmed and the work deemed necessary by the Contractor. Adjacent property owners shall have notification of the work to be performed no less than the day before the work is performed. Said notification shall include a telephone number and the normal hours of operation. Cost for the distribution of the information letter shall not include any equipment charges beyond the hourly rate for a pickup.

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

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

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

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

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

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

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

10. The Contractor shall notify the Village of any dead, dangerous or diseased trees located within the trimming area of the power line(s). After permission is approved, the contractor will be responsible for the removal and disposal of all debris resulting from such work in a lawful manner and as directed by a Village representative.

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

12. The Contractor shall perform the work under this contract during normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, unless otherwise authorized by the Village. Each morning the contractor shall notify the Director of Water and Electric,

Nick Narhi, or his designee, before work begins, their location of work, which Circuit the contractor will be trimming, and request that the circuit be placed in "one-shot" (i.e. non reclosing function). After work is completed for the day, the Contractor will call the Electric Plant to inform the Plant Operator that work for the day is completed, all workers are on the ground, and the Circuit can be returned to normal.

13. On an as-needed basis, the Contractor may be required to provide emergency tree trimming services after storm situations Monday through Sunday during the entire year of the contract. Contractor shall provide a crew with equipment within three (3) hours after request is made to the emergency phone number or contact person. Overtime hours will be paid at the appropriate rates as shown on the "After Hours Prices" sheet. All other work rules remain in effect. Contractor will supply a contact emergency phone number and individual name.

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

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

**ATTACHMENT C
SPECIAL PROJECT REQUIREMENTS**

1. DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All Work shall be done under the general supervision of the Village Director of Water and Electric, or designee. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2. DIRECTOR OF WATER AND ELECTRIC'S DECISIONS: All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3. CONTINUATION OF WORK: The contractor will continue to work on the Village's line clearance work on a consistent basis until released by the Village. If the contractor needs to utilize resources assigned to Winnetka's contract, they will secure approval from the Water & Electric Director prior to re-assigning any resources.

4. SUSPENSION OF WORK: The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.

5. INSPECTION OF WORK: All materials and each part or detail of the Work shall be always subject to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract. The Director of Water and Electric shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

6. CHARACTER OF WORKERS: The Contractor shall always be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be

employed again in any portion of the Work without the approval of the Director of Water and Electric.

7. CLEANING UP: The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

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

8. UTILITIES: The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his tree trimming operations, and/or resultant repairs, shall remain his responsibility. Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

9. PROJECT SCHEDULE:

This contract will be in effect from **April 1, 2025**, to **March 31, 2026**.

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

EXHIBIT A

Equipment Rates

Vehicle #	VIN	Year	Make	Model	Description	Rates
31	1FDUF5HT8LDA06553	2020	Ford	550	Mini Arborist/BUCKET	\$25 per hour
91	1HTMKAAN0CH081814	2012	International	4400 DuraStar	Dump Truck	\$30 per hour
92	1HTMMAAN77H469624	2007	International	4300	DUMP/GRAPPLE CRANE	\$30 per hour
101			International		Arbourist Bucket	\$25 per hour
106	1FVACXFC1PHUL7947	2023	Freightliner		Arbourist	\$25 per hour
136	1FVACXFC0RHVA4374	2024	Freightliner	Arbourist	Arbourist Bucket	\$25 per hour
137	3ALACXFC0RDUZ7274	2024	FREIGHTLINER	Arbourist	Arbourist Bucket	\$25 per hour
141	3ALACXFC8RDVA4838	2024	Freightliner		Grappler	\$30 per hour
182	1FDNF7DC7RDF08744	2024	Ford	F700	Arborist Bucket	\$25 per hour
143		2023	International		Chipper Box Truck	\$35 per hour
300	3ALKCYFE1SDVJ8232	2024	Freightliner		Bucket 110ft	\$45 per hour
301	3ALKCYFE8MDMT3424	2021	Freightliner		Bucket 110ft	\$45 per hour
1	Chipper	2024	Vermeer			\$10 per hour
2	Chipper	2022	Vermeer			\$10 per hour
3	Chipper	2021	Vermeer			\$10 per hour
4	Chipper	2023	Vermeer			\$10 per hour
1	Stump Grinder	2020	Vermeer			\$15 per hour
1	Stump Grinder	2022	Vermeer			\$15 per hour
1	Tub Grinder	2022	Vermeer			\$5,000 per day
1	Semi Truck and Low Boy	2022	Mac			\$150.00 per hour
1	Skid Steer	2022	Kabuta			\$35.00 per hour
1	Fecon	2022	Kabuta			\$35.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKC Insurance Services 220 Water Street Cheboygan MI 49721	CONTACT NAME: Nicole Chimner PHONE (A/C, No, Ext): (231) 627-4381 20500 FAX (A/C, No): (231) 627-7151 E-MAIL ADDRESS: nchimner@hilbgroup.com												
INSURED Siebert & Son's Enterprise LLC, DBA: Siebert Electric DBA Siebert Tree Service, DBA Crowley Tree Experts 39411 N IL Route 83 Lake Villa IL 60046	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Cincinnati Specialty Underwriters Insurance Company</td><td>NAIC # 13037</td></tr><tr><td>INSURER B: Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER C: StarStone Specialty Insurance Co</td><td>44776</td></tr><tr><td>INSURER D: National Specialty Insurance Co</td><td>22608</td></tr><tr><td>INSURER E: SiriusPoint Specialty Insurance Corp</td><td>16820</td></tr><tr><td>INSURER F: Axis Specialty</td><td>26620</td></tr></table>	INSURER A: Cincinnati Specialty Underwriters Insurance Company	NAIC # 13037	INSURER B: Cincinnati Insurance Company	10677	INSURER C: StarStone Specialty Insurance Co	44776	INSURER D: National Specialty Insurance Co	22608	INSURER E: SiriusPoint Specialty Insurance Corp	16820	INSURER F: Axis Specialty	26620
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INSURER D: National Specialty Insurance Co	22608												
INSURER E: SiriusPoint Specialty Insurance Corp	16820												
INSURER F: Axis Specialty	26620												

COVERAGES**CERTIFICATE NUMBER:** CL252398728**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: P & N-C	Y		CSU0162871	01/29/2025	01/29/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		ENP 0605208	01/29/2025	01/29/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		77031D254ALI	01/29/2025	01/29/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																				
AGGREGATE	\$ 2,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WCC333987A	01/29/2025	01/29/2026	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
E	Excess Liability Occurrence			TSX-000364-25	01/29/2025	01/29/2026	<table><tr><td>Each Occurrence</td><td>\$5,000,000</td></tr><tr><td>Aggregate</td><td>\$5,000,000</td></tr></table>	Each Occurrence	\$5,000,000	Aggregate	\$5,000,000										
Each Occurrence	\$5,000,000																				
Aggregate	\$5,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer F: Axis Specialty 1/29/2025 - 1/29/2026 Excess Liability Occurrence \$2,000,000 Aggregate \$2,000,000

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 are additional insured's on the General liability per form CSGA437 and auto liability per form AA4171 when required by written contract. Excess policies are following form.

CERTIFICATE HOLDER**CANCELLATION**

Village of Winnetka, Illinois 510 Green Bay Road Winnetka IL 60093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AIA® Document A312™ – 2010
Performance Bond

Bond Number: 2641556

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

Siebert & Son's Enterprise LLC dba Siebert
Electric dba Siebert Tree Service
39411 N IL Route 83
Lake Villa, IL 60046

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

Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093-2552

CONSTRUCTION CONTRACT

Date: 03/06/2025

Amount: \$ 250,000.00

Description:

(Name and location)

Utility Line Clearance

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

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

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

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

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

BOND

Date: 04/01/2025

(Not earlier than Construction Contract Date)

Amount: \$ 250,000.00

Modifications to this Bond: ☒ None☐

See Section 16

CONTRACTOR AS PRINCIPALCompany: *(Corporate Seal)*

Siebert & Son's Enterprise LLC dba Siebert Electric dba Siebert Tree Service

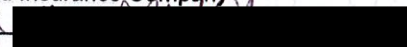
Signature: 

Name and

Title: Ryan Siebert CEO

*(Any additional signatures appear on the last page of this Performance Bond.)***SURETY**Company: *(Corporate Seal)*

West Bend Insurance Company

Signature: 

Name and

Title: Nicole Chimner, Attorney-In-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

BKC INSURANCE
220 WATER STREET
CHEBOYGAN, MI 49721
(231) 627-4381

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

Init.

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User Notes:

(1853247317)

EXHIBIT A

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

EXHIBIT A

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

EXHIBIT A

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: NA
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: NA
Name and Title: _____
Address: _____



AIA® Document A312™ – 2010

Payment Bond

Bond Number: 2641556

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

Siebert & Son's Enterprise LLC dba Siebert
Electric dba Siebert Tree Service
39411 N IL Route 83
Lake Villa, IL 60046

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

Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093-2552
CONSTRUCTION CONTRACT

Date: 03/06/2025

Amount: \$ 250,000.00

Description:

(Name and location)
Utility Line Clearance

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

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095-8796

ADDITIONS AND DELETIONS:

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

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

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

BOND

Date: 04/01/2025

(Not earlier than Construction Contract Date)

Amount: \$ 250,000.00

Modifications to this Bond: ☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*

Siebert & Son's Enterprise LLC dba Siebert Electric
dba Siebert Tree Service

Signature:

Name and Title: Ryan Siebert CEO

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**Company: *(Corporate Seal)*

West Bend Insurance Company

Signature:

Name and Title: Nicole Chimner, Attorney-In-Fact

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

BKC INSURANCE
220 WATER STREET
CHEBOYGAN, MI 49721
(231) 627-4381

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

EXHIBIT A

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

EXHIBIT A

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

EXHIBIT A

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: NA
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: NA
Name and Title: _____
Address: _____

Bond No. 2641556**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicole Chimner

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

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

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest

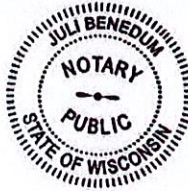
Christopher C. Zwygart
Secretary



Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 1st day of April, 2025



Christopher C. Zwygart
Secretary

EXHIBIT B

Bid #025-001

Utility Line Clearance - Unit Prices

	Normal Hours		After Normal Hours	
	Asplundh Tree Expert Co.	Siebert Tree	Asplundh Tree Expert Co.	Siebert Tree
Personnel:				
<i>Crew Leader</i>	\$98.30	\$61.14	121.9	78.08
<i>Trimmer</i>	\$89.32	\$55.71	110.31	71.18
<i>Groundman</i>	\$71.93	\$37.59	87.86	48.12
<i>General Foreman</i>	\$99.85	\$66.14	128.07	83.08
<i>Crew Composition as noted by vendor:</i>	1 Crew Leader & 1 Trimmers	1 Crew Leader & 1 Trimmers & 1 Groundman Gen Foreman 2 Hrs	1 Crew Leader & 1 Trimmers	1 Crew Leader & 1 Trimmers & 1 Groundman Gen Foreman 2 Hrs
<i>Unit Cost per Crew:</i>	\$187.62	\$170.98	232.21	218.15
Equipment:	Asplundh Tree Expert Co.	Siebert Tree Care	Asplundh Tree Expert Co.	Siebert Tree Care
<i>Pick up Truck</i>	\$14.04	\$10.00	\$14.04	\$10.00
<i>Trim Truck with 2 power saws</i>	\$2.38	\$25.00	\$2.38	\$25.00
<i>Chipper</i>	\$10.64	\$10.00	\$10.64	\$10.00
<i>Aerial Device with hydraulic tools and 1 gas power saw</i>	\$42.47	\$35.00	\$42.47	\$35.00
<i>Other equipment</i>	\$73.44	See attachment in proposal	\$73.44	See attachment in proposal



Agenda Item Executive Summary

TITLE: Resolution No. R-34-2025: Waiving Bidding and Approving an Agreement with P4 Security Services LLC for On-Site Security Guarding Services (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: March 18, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Over the past several years, communities across the metropolitan area have experienced an increase in crime, particularly during evening and overnight hours. Several communities have reported an increase in home invasions, residential and vehicular burglaries, vehicle thefts, robberies, and vehicular hijackings. Although many of these crimes are property-related, law enforcement has recently identified elevated risks of violence as offenders are often in possession of firearms when committing these crimes. Recently, many north shore communities, including Winnetka, have been directly impacted by the incidence of high-risk violent crimes.

While law enforcement agencies attempt to address this increase in violent crime, we are also facing an unprecedented challenge with the recruitment and retention of police personnel. In recent years, law enforcement agencies have experienced a dramatic decrease in police applicants and their ability to meet the standards of the hiring process. Although the Village of Winnetka has taken proactive steps in recruitment initiatives to identify quality applicants and satisfy our staffing needs, the Police Department has been operating two to three officers below budgeted staffing since 2023. Even when qualified applicants are selected, the hiring process, state-mandated training (police academy), and field-training program take up to 10 months before the officer is ready for independent patrol.

Recognizing the critical importance of maintaining community safety despite our current staffing challenges, staff began to evaluate short-term options for security partnerships to supplement the patrol function until adequate staffing is achieved. Staff interviewed several private security vendors believed to be capable of delivering the services required. After a thorough evaluation process, staff identified P4 Security Solutions as the most qualified option. With a proven track record in Chicago neighborhoods (Bucktown 21st and 22nd Precincts), Northwestern University, and other cities across the country, P4 Security Solutions brings a wealth of experience and success to this initiative. This collaboration will assist the police department in furthering our goals of safety, security, and deterrence.

P4 Security Solutions will provide two individual security officers in visibly marked and equipped security vehicles, primarily during overnight hours. P4 Security Solutions will assist the police department in providing the community with the following:

- Increased Patrol Presence
- Experienced Personnel
- Specialized Skill Sets
- Community Engagement
- Resource Allocation
- Enhanced Safety Measures

Staff allocated \$500,000.00 in the FY2025 budget for this contractual service. If approved, the term of the contract with P4 Security Solutions will be from April 1, 2025 through December 31, 2026. The estimated total cost of this initiative for the remainder of 2025 is \$367,000.00.

The partnership between P4 Security Solutions and the Winnetka Police Department will exemplify a proactive, collaborative approach to community safety. By supplementing our patrol efforts with P4 Security Solutions, Winnetka Police can continue to ensure the highest level of security, increased community engagement, and optimized resource allocation. While the end goal is to increase our sworn police staffing, P4 Security Solutions can provide the Village of Winnetka with their immediate presence and expertise in contributing to a safer, more secure community.

RECOMMENDATION:

Consider adopting Resolution No. R-34-2025, Approving a Contract for Security Services with P4 Security Solutions.

ATTACHMENTS:

1. Resolution No. R-34-2025: Waiving Bidding and Approving an Agreement with P4 Security Services LLC for On-Site Security Guarding Services
2. Summary of Benefits to Using Private Security to Supplement Municipal Police Patrols in Winnetka, Illinois

RESOLUTION NO. R-34-2025

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
P4 SECURITY SERVICES LLC FOR ON-SITE SECURITY GUARDING SERVICES**

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

WHEREAS, communities in the metropolitan area have experienced an increase in crime during the past several years; and

WHEREAS, recently, many north shore communities, including the Village, have been directly impacted by high-risk violent crimes; and

WHEREAS, since 2023, the Village Police Department ("***Department***") has been operating two to three officers below budgeted staffing; and

WHEREAS, the Village has identified the need for additional security services to supplement the Department's patrol and further the goals of safety, security, and deterrence in the community, until adequate staffing is achieved ("***Services***"); and

WHEREAS, the Village interviewed several private security vendors capable of performing the Services, and determined that the proposal provided from P4 Security Services LLC ("***Contractor***") best meets the needs of the Department; and

WHEREAS, the Village has appropriated funds for the procurement of the Services; and

WHEREAS, the Village Council desires to enter into an agreement with the Contractor for the Services ("***Agreement***"); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement 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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

March 18, 2025

R-34-2025

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves a Contract with Contractor for the Services in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: 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 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 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 March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

March 18, 2025

R-34-2025



SECURITY SERVICES AGREEMENT

ON-SITE SECURITY GUARDING

This Security Services Agreement ("**Agreement**") is entered into on April 1, 2025 (the "**Effective Date**"), between P4 SECURITY SERVICES LLC, a Delaware limited liability company located at 2801 Finley Road, Suite 103, Downers Grove, IL 60515 ("**P4S**") and the Village of Winnetka, an Illinois home rule municipal corporation located at 510 Green Bay Road, Winnetka, IL 60093 ("**Client**").

WHEREAS, P4S provides specialized security services, including civilian security officers and off-duty law enforcement officers;

WHEREAS, Client desires for P4S to provide security services at Client locations as provided in this Agreement.

THEREFORE, Client and P4S agree as follows:

1. **Engagement; Services.** Client engages P4S to provide security services as mutually agreed by the parties as set forth in this Agreement (the "**Services**"). Services to be provided at specific Client locations shall be documented in a specific statement of work, in the form attached as **Exhibit A** (each, a "**SOW**"). P4S will only provide Services specified on an SOW, and P4S will not be obligated to perform or be responsible for any services or duties that are not specified on an SOW.

2. **Personnel.** All P4S personnel that will provide Services have been appropriately trained, are authorized to provide the Services, and have undergone P4S's standard screening process upon hire which includes drug testing and criminal background checks. P4S personnel will perform the Services in a diligent, professional manner in accordance with industry standards. Client may request the removal of any P4S personnel from work at a Client location for any reason or no reason, and P4S will use commercially reasonable efforts in removing and replacing such personnel. P4S acknowledges state badging and licensing requirements in all states that P4S will provide Services for Client and will adhere to those requirements. P4S personnel will conform to the applicable post orders that are agreed to between P4S and Client. While P4S is solely responsible for all employment-related decisions pertaining to its own employees, such as hiring and firing, Client will have the right to refuse to allow any of P4S's employees to work at the Client location for any reason or no reason.

3. **Compensation and Payment.**

a. Client agrees to pay P4S according to the initial hourly personnel rates and other terms as set forth in Exhibit A. The initial hourly rates on Exhibit A apply to the initial year of this Agreement. After December 31, 2025 P4S may increase the hourly rates by up to 4% per year, and shall provide Client at least thirty (30) days prior written notice of a rate increase. Any additional increases shall be subject to mutual agreement of the parties.

b. Overtime, holidays and additional services requested by Client upon less than forty-eight (48) hours' notice to P4S, will be billed at one and one-half (1 ½) times the applicable straight-time hourly rate. Holidays include New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.



c. P4S shall invoice Client **BiWeekly**, with payment due within 30 days from the date of invoice. Late payment for any undisputed invoice will be paid in accordance with the Local Government Prompt Payment Act. 50 ILCS 50/1 et seq. .

4. **Independent Contractors.** P4S provides the Services as an independent contractor of Client. P4S has no authority to bind Client. P4S's personnel shall not be considered employees of Client. P4S shall be solely responsible for the payment of compensation and benefits for its personnel providing Services.

5. **Term and Termination.** The initial term of this Agreement shall begin on the Effective Date and continue through December 31, 2025. This Agreement shall automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the renewal date. Either party may terminate this Agreement at any time, without cause or penalty, upon 30 days' prior written notice to the other party. In the event of termination for any reason, Client shall be responsible for payment for all Services rendered through the date of termination.

6. **Insurance.**

a. P4S shall maintain: i) comprehensive general liability insurance on an occurrence basis with limits of \$3,000,000 each occurrence and \$6,000,000 general aggregate; ii) worker's compensation insurance in compliance with applicable state law; iii) employers' liability insurance in the amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease, and \$1,000,000 aggregate by disease; and iv) comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 for any one accident for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

b. All insurance policies required by P4S under this Agreement, except the Workers' Compensation policy, shall be endorsed to name the Village of Winnetka, its officers, officials, and employees as Additional Insureds on the appropriate endorsement(s) to the insurance policy or policies, not more restrictive than ISO GC2010 and CG2037 or such equivalent forms, which provides coverage for bodily injury or property damage caused in whole or in part by the acts and omissions of P4S. If the Additional Insureds have other insurance which is applicable to the loss or Damages, such other insurance shall be on an excess or contingent basis.

c. Subrogation must be waived in favor of Client with respect to General Liability, Auto Liability, Workers Compensation/Employer's Liability, and Umbrella/Excess Liability. Such insurance evidenced will not be cancelled or reduced without 30 days' prior written notice to the Client.

7. **Indemnification.**

a. Subject to the limitation of liability provisions in this Agreement, P4S will indemnify and hold harmless Client and its elected and appointed officers, employees, attorneys, and agents (collectively, "**Client Indemnitees**") from all liabilities, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively, "**Damages**") caused by, resulting from, arising out of, or occurring in connection with any negligent, grossly negligent, or intentional act or omission of, or breach of this Agreement by, P4S, any of its employees, officers, directors, contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of this Agreement or P4S's performance of Services under this Agreement; provided that P4's obligations



under this section shall not apply to Damages that are solely caused by or solely result from the negligent, grossly negligent, or intentional act or omission of Client and its elected and appointed officers, employees, attorneys, and agents, contractors and subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable.

b. Client's right to indemnification is conditioned upon: (i) promptly notifying P4S in writing of any claim for which indemnity is claimed; and (ii) cooperating reasonably with P4S related to any hold harmless and indemnification under this Agreement.

8. **Limitation of Liability.** In no event shall either party be responsible for punitive, exemplary, indirect or consequential damages including, without limitation, loss of profits or business, or for damages arising from or relating to any circumstances beyond the party's reasonable control including, without limitation, any act of terrorism. The hourly rates and other compensation payable to P4S is based upon the value of the Services, and not upon the value of any individuals or property protected. Client acknowledges that the Services provided by P4S are not a substitute for the police or other law enforcement agency. P4S cannot guarantee the safety of any individual, or that the Services will prevent any personal injury, death, loss, theft or damage. Notwithstanding anything to the contrary in this Agreement, in no event will the total liability of P4S and its insurers for any Loss exceed the available proceeds payable under P4S's insurance policies which P4S has agreed to maintain in Section 6, including any direct claim or claim for indemnification. P4S shall not be liable, for indemnification or otherwise, for Losses resulting from a third party's criminal act, or for personal injury or death to any person from a slip, trip or fall. It is understood that P4S is not responsible for performing any property maintenance services including but not limited to site cleaning, upkeep, or removal of snow, ice, garbage or debris.

9. **No Hire.** Client acknowledges that P4S has incurred considerable time and expense in recruiting and training of its security personnel. Client agrees not to personally solicit or hire any P4S security officer or other P4S personnel involved in providing Services at any Client location during the term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement.

10. **Force Majeure.** Neither party shall be liable for failure or delay if such party's performance is delayed or prevented by acts of God, snow storms, blizzards, or other inclement weather, pandemic, terrorism, civil or employee disruptions and similar events outside the party's reasonable control; provided, that P4S shall use reasonable efforts to maintain Services to the extent possible during and after any force majeure event.

11. **Dispute Resolution.** This Agreement shall be governed by Illinois law, without regard to choice of law or conflicts or law principles. Exclusive venue for any dispute shall be in the state or federal courts located in Cook County, Illinois, and each Party consents to the exclusive jurisdiction and venue of such courts.

12. **General.** Neither Party may assign this Agreement without the consent of the other Party; provided, that either party may assign this Agreement to a successor in the event of a sale of its business or assets, with written notice to the other party. This Agreement, including the attached exhibits, constitutes the entire agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement is entered solely for the benefit of the parties, and no third party benefits or rights are intended or created by this Agreement. This Agreement may not be amended except upon the written agreement of both parties. This Agreement may be executed in counterparts, including via electronic signature.



P4 SECURITY SOLUTIONS LLC

VILLAGE OF WINNETKA



By: Steve Vitale
Its: President

By: _____
Its: _____



EXHIBIT A

STATEMENT OF WORK

Village of Winnetka												
POST		SUN	MON	TUE	WED	THUR	FRI	SAT			Weekly	Est Cost from April 1st to Dec 31st
	TIME								HPW	HOURLY RATE	TOTAL	
Off Duty Police Officer 1	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$158,340.00
Off Duty Police Officer 2	2300-0700	8	8	8	8	8	8	8	56	\$72.50	\$4,060.00	\$158,340.00
Fully Loaded Vehicle 1	Per Week								1		\$438.46	\$17,099.94
Fully Loaded Vehicle 2	Per Week								1		\$438.46	\$17,099.94
									Wkly Total	112	\$8,996.92	\$350,879.88
One time Vehicle start up for 2 units											\$16,000.00	\$366,879.88
Notes to Pricing: Holidays will be billed at 1.5X the bill rate.												

EXHIBIT B – INTENT, EXPECTATION & STANDARDS

1. Intent – Performance Contract

It is the intention of the parties to the Agreement that P4S will deliver the professional level security services as described in the Agreement and in accordance with the specifications contained in the Agreement and all exhibits thereto. The Services are to be provided by professional current off duty police officers or other peace officers through vehicle and foot patrols of the designated patrol areas (hereinafter defined), and assist first responders as requested. These Services will also reduce the likelihood of loss as the P4S security officers and vehicles will serve as a visible deterrent to crime.

P4S's services will be performed in a timely, professional, and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services in the security industry. If the level of security at any time is considered to be unacceptable to the Client, then Client and P4S shall discuss adjustments to the Services.

2. Services and Expectations

P4S agrees to:

- furnish Services at the Patrol Area and for the hours listed in any applicable SOW
- provide security services by serving as a visual deterrent to crime and observing and reporting incidents or hazardous conditions
- detect and report suspicious individuals and incidents in the Patrol Area
- assist only upon request in facilitating Winnetka Fire Department and Winnetka Police Department responses
- conduct routine patrols of the Patrol Area as mutually agreed upon with the Client
- carry out daily duties as defined as specified herein and other duties as specified by the Winnetka Police Department as needed.



P4S must perform the Services with the goal of minimizing loss and injury to the Patrol Area, customers, tenants, visitors, employees and vendors.

In the execution of the Services, P4S agrees to take such actions as are deemed prudent under the circumstances, to contact on duty police authorities, when necessary, after taking into consideration the apparent threat posed and the likelihood of imminent harm to persons in the Patrol Area.

P4S acknowledges that customer service is a critical component of the Client's business strategy and that security plays an integral part in accomplishing this objective. One of the primary responsibilities of all P4S security officers assigned to the Patrol Area will be to provide quality customer service by exercising courtesy, respect, and professionalism.

P4S acknowledges and agrees that the Patrol Area is fluid and may change on a daily basis, as directed by Client.

Client, upon request, may meet with the security officers that P4S has recommended for placement in Winnetka. While P4S is solely responsible for all employment-related decisions pertaining to its own employees, such as hiring and firing, Client will have the right to refuse to allow any of P4S's employees to work at the Patrol Area for any reason or no reason.

3. Additional Services

The Client may at times request additional temporary services as needed P4S shall provide for the capability to augment its assigned P4S security officers as may be requested by the Client in a timely manner. In order to facilitate this potential staff augmentation, P4S shall ensure that substitute security officers are trained for the position. An off duty police officer or other peace officer will be available to fill-in as needed, provided, however the P4S security officer is qualified in accordance with the standards required by Client set forth in this Agreement.

4. Personnel Requirements and Licensing

Each P4S security officer shall meet the following minimum requirements:

- be a current member of a surrounding suburban law enforcement agency, or other active state or federally regulated peace officer, and not be the subject of a current Disciplinary Action at the time of P4S' initial background check or thereafter if the specific agency, department, or other entity notifies P4S of a Disciplinary Action. As soon as P4S is notified that a P4S security officer is under investigation, P4S agrees it will not dispatch that security officer to work in Winnetka pursuant to this Agreement during the term of that investigation. For the purpose of this Exhibit A, "Disciplinary Action" means any adverse personnel action, including, without limitation, administrative leave, suspension, reduction in pay, rank, or other employment benefit, dismissal, transfer, reassignment, reasonable denial of secondary employment, or similar punitive action taken against a law enforcement officer,;
- pass a 7-year criminal history screening, background check and pre-employment drug/alcohol tests



- CPR/AED/First Aid Certified.
- licensed to carry a firearm in the State of Illinois and local jurisdictions where applicable
- valid driver's license
- Provide proof that the P4S security officers have achieved at least eighty (80) hours of initial firearm training and annual certification of security officers' proficiency to use and care for firearms; and
- Any and all other applicable laws and regulations

5. Certification and Training

P4S will bear all costs of training, testing and certifying competency of all personnel prior to authorizing the employment of any P4S security officer hereunder, and will provide such other training on an on-going basis as is normally expected of security professionals in the region.

Each P4S security officer will be trained in CIT Nonviolent Crisis Intervention Training for a minimum of 8 hours prior to deployment. Course includes the following:

Crisis Intervention Training (CIT)

1. Identifying Behavior
2. Exploring Causes of Behavior
3. Practicing Communication
4. Defensive Behavior
5. Applying Skills
6. Effective Responding
7. Restrictive Interventions (legal considerations)
8. Decision Making
9. Post Crisis

The Service Provider must ensure that all P4S security officers are licensed by the state or local jurisdiction for all Services to be provided for Client in Winnetka.

The Service Provider must ensure that all P4S security officers are Law Enforcement Agencies Data System (LEADS) certified.

The Service Provider must ensure that all P4S security officers are licensed to carry firearms as required by federal, state, and local law.

6. Uniforms and Equipment

Uniforms - P4S will be responsible for the proper uniform fitting of a P4S security officer and agreed to by the Client and the continual maintenance of the uniforms.



Equipment – P4S security officers will provide their own firearm, compliant with applicable law. Service Provider will provide phone numbers and email addresses for P4S security officers and Supervisors for direct communication while on patrol.

Vehicle - P4S will be responsible for providing a safe and reliable vehicle as specified in the Agreement and SOW. The vehicle maintenance will be born of the P4S.

The Client will provide each P4S security officer a Winnetka Police issued STARCOM radio per shift and a Winnetka building fob and building access code to enter certain facilities. The P4S security officer will be responsible for maintaining the radio and ensuring it is returned to the Client at the end of the shift, as well as returning the building fob after each shift.

Fuel – Client will provide fuel for the patrol vehicles assigned to P4S security officers.

Cameras – P4S will provide footage from the security vehicle's camera system upon the Client's request.

7. Standard Operating Procedures

P4S shall create, routinely review and update Standard Operating Procedures to ensure up-to-date and efficient operations to fulfill its obligations under the Agreement. Reviews and updates shall be provided by the P4S on a semi-annual basis or as specifically requested by the Client.

Standard Operating Procedures address, at a minimum, the following:

- Reporting and communication protocols
- Normal and emergency operating modes and responsibilities
- Emergency response protocols and contact information
- Public relations and dispute resolution general guidelines and protocols
- Incident logging techniques, protocols and reporting requirements
- Reporting procedures
- Patrol Area Routes

8. Scheduling / Benefits and Compensation

- Client will not bear costs associated with absenteeism, vacation, personal or tardiness of the P4S security officer.
- P4S shall be responsible for all unscheduled overtime (due to tardiness, sickness, vacation/personal time and no-show).
- P4S shall bear the sole responsibility for the payment of compensation, employee benefits, worker's compensation, disability and medical benefits, unemployment compensation insurance, and social security taxes, as well as the proper withholding income taxes for officers.
- Client will only be billed for actual time a P4S security officer is present for a scheduled shift.



9. Incidents and Reporting

- Security Incidents: Service Provider shall notify Client by email and by phone of any potential or actual Security Incident as soon as practicable, and no later than twenty-four (24) hours of Service Provider becoming aware of such Security Incident. Service Provider shall investigate any such Security Incident and take all necessary steps to eliminate or contain the exposures that led to such Security Incident in accordance with the appropriate safeguards and as required by an applicable and ensure that the plan associated with such remediation efforts includes components aimed at preventing the recurrence of the same type of Security Incident. "Security Incident" means: (i) the loss or misuse (by any means) of Client data; (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, corruption, sale, rental, or destruction of Client data or other breach with respect to Client data; (iii) any compromise or vulnerability of the Services; or (iv) any potential or confirmed exposure or vulnerability (which may stem from an act or omission to act) that would result in any of the events described in clause (i) or (iii).
- Reports: The following reports shall be administered, completed and submitted as indicated below, where appropriate:
 - Daily Log: Show all pertinent activity. Violations, accidents, irregularities, emergencies or unusual circumstances requiring corrective actions or investigation will be entered in electronically and immediately reported to the relevant Supervisor.
 - Incident Reports: All critical information as outlined by the Standard Operating Procedures shall be recorded by the responding P4S security officer, reviewed by the relevant Supervisor and submitted to the Client.
- Crime Analysis and Reporting
 - Service provider will review and analyze neighborhood crime and provide monthly report summarizing findings.
 - Recommended changes to patrol routes or staffing should be provided as part of these reports.
- Mapping Reports
 - Service provider will provide Client access to P4S patrol mapping reports on a weekly basis or upon request by the Client.

10. Client's Right to Monitor/Request Removal of Officers

- Performance of the P4S security officers shall be continuously monitored by the Client and evaluated by Service Provider.
- In the event that P4S security officers are found to be unacceptable to the Client for any reason, the Service Provider shall be so notified and shall take immediate and appropriate corrective actions or remove the P4S security officers from assignment to the Client.



11. Supervision and Client Account Manager

P4S shall be responsible for the direct supervision of P4S security officers at all times. P4S representative shall be available on-call continuously throughout the contract period. P4S shall always have one shift supervisor per scheduled times, these individuals shall be responsible for routine security duties as well as:

- management and oversight of P4S security officers operating within that shift
- Interface with the Client
- General administrative duties, such as producing reports and tracking time and attendance
- Resolving any disputes or issues that might arise involving P4S security officers.

P4S shall also designate a Client Account Manager. This individual shall:

- Ensure security staff maintains contract compliance, i.e., training, licenses, etc.
- Oversee the creation and maintenance of Security Standard Operating Procedures and other specified documentation
- Assure adequate supervision of all P4S security officers
- Ensure proper fulfillment of P4S's duties and responsibilities
- Facilitate effective communication with the Client.



Summary of Benefits to Using Private Security to Supplement Municipal Police Patrols in Winnetka, Illinois

Utilizing private security to supplement municipal police patrols offers numerous benefits to communities like Winnetka. P4 Security Solutions, employing armed off-duty or retired law enforcement professionals, can enhance public safety through increased patrol presence, specialized skills, and community-focused initiatives. These professionals bring a wealth of experience and training, enabling them to act as a significant deterrent to crime and enhance overall security.

Benefits of Private Security Patrols:

1. **Increased Patrol Presence:** The addition of private security officers increases the number of patrols in the community, leading to greater visibility and a stronger deterrent against criminal activities.
2. **Experienced Personnel:** Off-duty or retired law enforcement professionals bring extensive experience, training, and knowledge of law enforcement protocols. This expertise enhances the overall effectiveness of the patrols.



3. **Specialized Skills:** These professionals possess specialized skills in handling various security situations, making them adept at addressing complex scenarios that may arise.
4. **Community Engagement:** Private security officers can focus on community engagement, building trust and fostering relationships with residents, business owners, and community leaders.
5. **Resource Allocation:** By supplementing municipal police forces, private security allows police officers to focus on more critical and resource-intensive tasks, optimizing overall resource allocation.
6. **Enhanced Safety Measures:** Private security officers adhere to a stringent use of force continuum, carrying firearms solely for life safety protection. Their ability to meet force with force when necessary, acts as a strong deterrent to potential threats.

Proven Track Record:

P4 Security Solutions has successfully implemented similar programs throughout the city of Chicago, partnering with various districts of the Chicago Police Department in neighborhoods such as Lincoln Park, Bucktown, Fulton Market, and Back of the Yards. Additionally, P4 conducts patrols in Hyde Park, working closely with the University of Chicago Police Department, and in Streeterville, supplementing the Northwestern University Police Department. These programs have also been successful in other cities across the country, with the resurgence of downtown Detroit serving as a prime example.

Differences in Responsibility and Limitations:

While private security officers provide valuable support, their responsibilities and limitations differ from those of municipal police officers:

1. **Authority:** Private security officers do not possess the same legal authority as municipal police officers. They cannot make arrests, enforce traffic laws, or conduct criminal investigations. Their primary role is to observe, report, and deter criminal activities.
2. **Jurisdiction:** Municipal police have jurisdiction over the entire community and can enforce state and local laws. Private security officers operate within specific areas or properties designated by their contracts and have limited jurisdiction.
3. **Use of Force:** Private security officers follow a stringent use of force continuum, using force only when necessary to protect life safety. Their primary focus is on de-escalation and deterrence, resorting to force as a last resort.
4. **Training and Certification:** While private security officers are highly trained, their training and certification requirements differ from those of municipal police officers. They must adhere to the standards set by their employing security company and state regulations.



Conclusion:

The partnership between P4 Security Solutions and the Winnetka Police Department exemplifies a proactive approach to community safety. By supplementing municipal patrols with experienced, armed off-duty or retired law enforcement professionals, Winnetka can enjoy enhanced security, increased community engagement, and optimized resource allocation. With a proven track record in Chicago neighborhoods and other cities across the country, P4 Security Solutions brings a wealth of experience and success to this initiative. While private security officers have distinct responsibilities and limitations, their presence and expertise significantly contribute to a safer, more secure community.

